



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#

May 23, 2024

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. 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.
- b. City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of Brazos County, Texas.
- c. 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.
- d. Cynthia Hopkins & Geoffry Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.
- e. CBL & Associates Management, Inc. v. City of College Station, Cause No. 23-003159-CV-85 In The 85th District Court, Brazos County Texas.
- f. City of College Station v. Clarke and Wyndham, Inc., Real Alchemy, L.P., Real Alchemy 1, L.P., JPJ Investments, a Texas General Partnership, Cause No. 629-CC, in the County Court at Law No. 1 of Brazos County, Texas.

2.2. Personnel {Gov't Code Section 551.074};

Possible action. The City Council may deliberate the appointment, employment, evaluation,

reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

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

2.3. Competitive Matters {Gov't Code Section 551.086};

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

- a. Power Supply

3. 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. Comments should not personally attack other speakers, Council or staff. 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. Presentation - Proclamations, Awards, and Recognitions.

- 5.1. Presentation of a proclamation recognizing the George & Barbara Bush Foundation's 41 at 100 Celebration honoring the 100th anniversary of President George H.W. Bush's birth.

Sponsors: Michael Ostrowski

Attachments: 1. 100th Anniversary of the Birth of George H.W. Bush Proclamation

- 5.2. Presentation proclaiming the week of May 19 - May 25, 2024, as National Public Works Week.

Sponsors: Emily Fisher

Attachments: 1. 24 Public Works Week

- 5.3. Presentation proclaiming May 2024 as National Tennis Month.

Sponsors: Tanya Smith

Attachments: 1. 24 National Tennis Month

- 5.4. Presentation of a proclamation celebrating the 50th Anniversary of the Dixie Chicken.

Sponsors: Michael Ostrowski

Attachments: 1. 24 Dixie Chicken Proclamation

6. Hear Visitors.

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

7. 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.

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

- May 23, 2024 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM051324 DRAFT Minutes

7.2. Presentation, discussion, and possible action on a contract for electric overhead distribution construction with Echo Powerline, LLC, not-to-exceed \$380,177.68.

Sponsors: Timothy Crabb

Attachments: 1. 24-029 Bid Tab OH Construction Projects
2. Contract 24300463 -- Echo Power

7.3. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, Traffic and Vehicles, Article IV, Traffic Schedules, Section 38-1002, Traffic Schedule II, four-way stop intersections by adding the intersection of Church Avenue and Stasney Street.

Sponsors: Emily Fisher

Attachments: 1. Church at Stasney Four Way Stop Ord 5-23-2024
2. Church at Stasney Map

7.4. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, Traffic and Vehicles, Article IV, Traffic Schedules, Section 38-1002, Traffic Schedule II, four-way stop intersections by adding the intersection of Church Avenue and First Street.

Sponsors: Emily Fisher

Attachments: 1. Church at First Four Way Stop Ord 5-23-2024
2. Church at First Map

7.5. Presentation, discussion, and possible action on approving annual polymer purchases from SNF Water Science Polydyne, Inc., not to exceed \$288,144.

Sponsors: Gary Mechler

Attachments: 1. 2024 - SNF Polydyne Quote

7.6. Presentation, discussion, and possible action on contracts for the purchase of single phase and three phase transformers for Electric warehouse inventory with: (1) Texas Electric Cooperatives for \$243,626.25; (2) KBS Electrical Distributors for \$747,262; and (3) Techline, Inc. for \$354,923. Total expenditures not-to-exceed \$1,345,811.25.

Sponsors: Timothy Crabb

Attachments: 1. 24-041 Award Summary

8. Workshop Agenda.

8.1. Presentation, discussion, and possible action regarding an update on economic development and tourism strategies, activities, and events.

Sponsors: Michael Ostrowski, Brian Piscacek, Jeremiah Cook

Attachments: None

- 8.2. Presentation, discussion, and possible action regarding a crosswalk on Midtown Drive near Carroll Fancher Way.

Sponsors: Emily Fisher

Attachments: None

9. Regular Agenda.

- 9.1. Public Hearing, presentation, discussion, and possible action on Budget Amendment No. 2 amending Ordinance No. 2023-4457 amending the budget for the 2023-2024 Fiscal Year in the amount of \$361,631.

Sponsors: Mary Ellen Leonard

Attachments: 1. FY24 Budget Amend #2 Ordinance

- 9.2. Presentation, discussion, and possible action on a resolution directing publication of notice of intention to issue Certificates of Obligation, Series 2024; and providing an effective date.

Sponsors: Michael DeHaven

Attachments: 1. Cert of Obligation Notice Resolution v2
2. DRAFT 2024 Debt Issue

- 9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from M-1 Light Industrial to SC Suburban Commercial for approximately 2.017 acres, being Lot 11R of the Century Hill Development generally located at 3109 Corsair Dr.

Sponsors: Gabriel Schrum

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

- 9.4. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Residential and Natural and Open Areas to Neighborhood Commercial and Natural and Open Areas for approximately 3.25 acres, generally located west of the intersection of Nantucket Drive and State Highway 6 South.

Sponsors: Robin Macias

Attachments: 1. Vicinity Map, Aerial and Small Area Map
2. Comprehensive Plan Exhibit
3. Background Information
4. Applicant's Supporting information
5. Future Land Use Map
6. Nantucket Comp. Plan Ordinance

- 9.5. 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 changing the

zoning district boundaries from R Rural to PDD Planned Development District on approximately 3.25 acres being in the Sterrett D. Smith League, Abstract 210 and a portion of Lot 3, Block 13, Nantucket Phase 2, generally located west of the intersection of Nantucket Drive and State Highway 6 South.

Sponsors: Robin Macias

Attachments:

1. Vicinity Map, Aerial and Small Area Map
2. Background Information
3. Applicant's Supporting Information
4. Rezoning Exhibit
5. Bulk Variances Letter
6. Proposed Concept Plan
7. Letter to city - fence objection
8. Existing Future Land Use Map
9. Rezoning Map
10. Nantucket PDD Ordinance

- 9.6. Presentation, discussion, and possible action on Change Order No. 2 for the Northeast Sewer Trunk Line Ph IV Project design contract with Kimley-Horn and Associates, Inc., not to exceed \$1,030,400.

Sponsors: Jennifer Cain

Attachments: 1. NETL Ph IV Design Change Order #2

10. Council Calendar - Council May Discuss Upcoming Events.

11. Items of Community Interest.

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

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

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

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

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

14. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on May 17, 2024 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."

May 23, 2024

Item No. 5.1.

Proclamation Honoring the 100th Anniversary of George H.W. Bush's Birth

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: City Council

Agenda Caption: Presentation of a proclamation recognizing the George & Barbara Bush Foundation's 41 at 100 Celebration honoring the 100th anniversary of President George H.W. Bush's birth.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): N/A

Summary: N/A

Budget & Financial Summary: N/A

Attachments:

1. 100th Anniversary of the Birth of George H.W. Bush Proclamation



Proclamation

WHEREAS, President George Bush and First Lady Barbara Bush embraced the City of College Station and were honored to call themselves “citizens” of Aggieland; and

WHEREAS, the George Bush Presidential Center has enjoyed being an integral member of the College Station community since its opening in 1997; and

WHEREAS, the George & Barbara Bush Foundation is hosting a very special event 41@100: A Celebration of George H.W. Bush to commemorate what would have been President Bush’s 100th birthday; and

WHEREAS, the George Bush Presidential Center is poised to open a new Pavilion featuring the UP4141 Locomotive and a former Marine One helicopter, which will be a premiere destination for community members and visitors alike; and

WHEREAS, in the spirit of President Bush’s affection for the City of College Station, the George & Barbara Bush Foundation would like to invite all its citizens to participate in the Community Day Celebration on Thursday, June 13, 2024; and

WHEREAS, the Bush Library and Museum thanks the citizens of College Station for their support and patronage and looks forward to sharing “the spirit of this place” with guests from around the world for many years to come.

NOW, THEREFORE, I, John P. Nichols, by virtue of the authority vested in me as Mayor of the City of College Station, Texas, proclaim June 11-13, 2024, as the

100th Anniversary of the Birth of George H.W. Bush, 41st President of the United States

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 23rd day of May 2024.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

May 23, 2024
Item No. 5.2.
National Public Works Week

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming the week of May 19 - May 25, 2024, as National Public Works Week.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

1. 24 Public Works Week



Proclamation

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as streets, public buildings, transportation, and solid waste collection; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

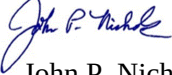
WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, John P. Nichols, by virtue of the authority vested in me as Mayor of the City of College Station, Texas, do hereby proclaim the week of May 19th through 25th, 2024 as

National Public Works Week

and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 23th day of May 2024.


John P. Nichols
Mayor

Attest:


Tanya Smith
City Secretary

May 23, 2024
Item No. 5.3.
National Tennis Month

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming May 2024 as National Tennis Month.

Relationship to Strategic Goals:

Recommendation(s):

- Good Governance

Summary:

Budget & Financial Summary:

Attachments:

1. 24 National Tennis Month



Proclamation

WHEREAS, on May 21, 1881, the USTA, originally known as the United States National Lawn Tennis Association, was founded in New York City, New York, to create rules and standards for the emerging game of lawn tennis; and

WHEREAS, the USTA is the nonprofit, national governing body for tennis in the United States with over 550,000 members from every corner of the country, and leads the promotion and growth of the sport at every level of play, from beginners to professionals at the US Open; and

WHEREAS, the USTA proudly partners with local tennis programs, such as the Brazos Valley Tennis Association (BVTA) to showcase the important health, social, and educational benefits of tennis, and make the sport available to everyone, regardless of age, environment, condition, or ability, through its USTA Adaptive grants; and

WHEREAS, the latest research by the Physical Activity Council shows that more than 23.6 million Americans played tennis in 2022, an unprecedented 33 percent increase in participation over 2019 and the highest number of players since the PAC study began in 2007; and

WHEREAS, by increasing the accessibility of tennis for citizens of College Station of all ages and ability, the USTA has contributed to making our community happier and healthier; and

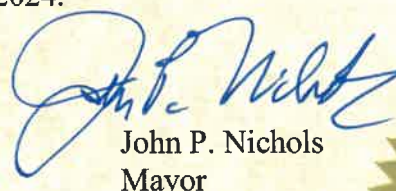
WHEREAS, USTA has declared the month of May as National Tennis Month to encourage players, organizations, facilities, retailers, tennis manufacturers and more to promote local programs and activities, at parks and facilities to showcase tennis and spread the word about the sport and its benefits, and to help players and non-players alike find courts and play opportunities in their communities.

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me, John P. Nichols, Mayor of College Station, do hereby proclaim May 2024 as

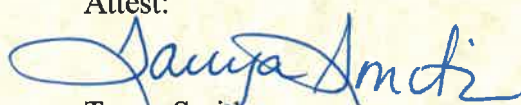
National Tennis Month

and hereby urge the citizens of College Station to become aware of and support National Tennis Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of College Station to be affixed this May 23, 2024.


John P. Nichols
Mayor

Attest:


Tanya Smith
City Secretary



May 23, 2024
Item No. 5.4.
50th Anniversary of Dixie Chicken

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: N/A

Agenda Caption: Presentation of a proclamation celebrating the 50th Anniversary of the Dixie Chicken.

Relationship to Strategic Goals:

- Good Governance
- Diverse and Growing Economy

Recommendation(s): N/A

Summary: N/A

Budget & Financial Summary: N/A

Attachments:

1. 24 Dixie Chicken Proclamation



Proclamation

WHEREAS, The Dixie Chicken, a beloved establishment in the heart of College Station, Texas, is celebrating its 50th anniversary; and

WHEREAS, since its inception in 1974, the Dixie Chicken has been a cornerstone of the College Station community, serving as a gathering place for locals, students, and visitors alike; and

WHEREAS, the Dixie Chicken has been a hub of entertainment, offering delicious food, drinks, and an atmosphere of tradition that captures the spirit of Aggieland hospitality; and

WHEREAS, over the past five decades, the Dixie Chicken has become an iconic symbol of College Station's culture and heritage, fostering friendships, memories, and a sense of belonging among patrons old and new; and

WHEREAS, the Dixie Chicken's commitment to supporting local organizations, musicians, and businesses has contributed to the economic vitality and cultural richness of our community; and

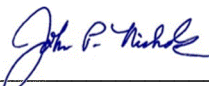
WHEREAS, on this momentous occasion, we recognize and celebrate the enduring legacy of the Dixie Chicken and the profound impact it has had on the City of College Station.

NOW, THEREFORE, I, John P. Nichols, Mayor of the City of College Station, do hereby proclaim June 15, 2024, as

"Dixie Chicken Day" in College Station, Texas,

and urge all residents to join in commemorating this milestone anniversary and to continue supporting this cherished establishment for generations to come.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of College Station to be affixed this 23rd day of May, 2024.



John P. Nichols
Mayor

Attest:



Tanya Smith
City Secretary

May 23, 2024
Item No. 7.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• May 23, 2024 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM051324 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
MAY 13, 2024

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 May 13, 2024, 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 and §551.074-Personnel, and the College Station City Council convened into Executive Session at 4:01 p.m. on May 13, 2024, to continue discussing matters pertaining to:

2.1. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:

- 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
- Cynthia Hopkins & Geoffrey Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.

- CBL & Associates Management, Inc. v. City of College Station, Cause No. 23-003159-CV-85 In The 85th District Court, Brazos County Texas.
City of College Station v. POM-College Station, LLC and Wells Fargo Bank, National Association, Cause No. 628-CC, in the County Court at Law No. 1 of Brazos County, Texas.
- City of College Station v. Clarke and Wyndham, Inc., Real Alchemy, L.P., Real Alchemy 1, L.P., JPJ Investments, a Texas General Partnership, Cause No. 629-CC, in the County Court at Law No. 1 of Brazos County, Texas.

2.2. 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 6:00 p.m. No action was taken.

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

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Proclamation proclaiming May 21, 2024 as Dedication Day for Tomb of the Unknown Soldier Never Forget Garden Veterans Memorial.

Mayor Nichols presented a proclamation to the Never Forget Garden Executive Committee recognizing May 21, 2024 as Dedication Day for Tomb of the Unknown Soldier Never Forget Garden Veterans Memorial.

6. Hear Visitors Comments.

Joe Hegwood, College Station, came before Council regarding a citizen petition supporting the funding of the Parks and Recreation department's plan to convert the Bachmann Park tennis courts to pickleball and expand other pickleball facilities in the city. According to Mr. Hegwood, most cities, like College Station, are planning but are lagging behind in the development of pickleball facilities because of the sports growth.

Mark Burris, College Station, presented to the Council with suggestions for introducing pickleball to Emerald Forest Park as an addition to basketball. These would involve:

1. Better lighting - there are poles and lights, but not nearly bright enough; replace with LED lights.
2. Small fence around the pad - maybe 3 feet in height to keep most balls within the court.
3. Paint Pickleball lines on the court, bring your own net for pickleball and keep basketball as well.

Marc Chaloupka, College Station, came before Council requesting a traffic study around Art and Myra Bright Park citing several recent accidents the area. He also requests a speed limit change to 25 mph and other measures increase safety be considered.

Tasha Miller, College Station, came before Council to make a statement against the current Palestinians and Israeli war.

Neo Jang, College Station, addressed the council with a request to declare Monday, September 30, 2024, through Sunday, October 6, 2024, as a "Week Without Driving." He described how the challenge would operate in College Station, including considering the financial impact, requesting, or paying for trips, considering non-driving options, and considering what matters to people who are not drivers.

Campbell Gattis, College Station, came before Council regarding occupancy restrictions and the pressure it puts on certain types of housing in areas of the city. She requested that council work with the students to improve compliance and provide the affordable housing the students and citizens' desire.

Cole Sloan, College Station, came before Council regarding student equality and making students a protected class. He stated that no Aggie should be denied housing because they are a student and should have the same protections against discrimination as other groups.

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 7.2 and 7.5 was pulled from Consent for clarification.

(7.5) Emily Fisher, Public Works Director stated that Texas Materials Group, Inc. proposed the highest purchase price, with a unit purchase price of \$3.02 per ton for a total purchase price of \$271,800. Full payment of the lump sum based on the estimated quantity will be due upon notice of award. Awarded vendor will be responsible for submitting certified weight tickets for every truckload. Once all material has been removed, any difference between the estimated quantity and the actual quantity will be settled between the vendor and the City by means of additional payment to the City or returned funds to the vendor. The vendor is responsible for removal and transport of the material. Funds received from the sale will go towards the Roadway Maintenance Fund.

(7.2) Timothy Crabb, Electric Director stated TxDOT is requiring the City of College Station Electric Department to relocate electric facilities in conflict with TxDOT's State Highway (SH) 6 Expansion Project CSJ#1 from the city limit line between the cities of College Station and Bryan to the intersection of SH 6 and Business 6. The original contract with McCord Engineering was approved by Council on July 21, 2022. Due to TxDOT revisions in the project scope and timeline, engineering services through McCord Engineering will require an increase to the contract in the amount of \$150,000 and an extension of the completion date to April 1, 2026.

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

- **April 25, 2024 Council Meeting**

7.2. Presentation, discussion, and possible action on a contract amendment with McCord Engineering, Inc. related to the TxDOT Hwy 6 widening project. This amendment will increase

the contract by \$150,000 for a new not-to-exceed amount of \$700,000 and extend the contract completion date from April 1, 2024 to April 1, 2026.

7.3. Presentation, discussion, and possible action on a change order increasing the annual contract amount for transformer repair and rebuild services with Greenville Transformer Company, Inc. by \$27,127 for a new total of \$104,633.

7.4. Presentation, discussion, and possible action on Resolution No. 05-13-24-7.4 to (1) recognize the second Saturday in May as World Migratory Bird Day, (2) support the City's application for Texas Parks and Wildlife's "Bird City Texas" certification, and (3) authorize the City Manager, or his designee, to execute and submit the application and any documents necessary to obtain Bird City Texas certification.

7.5. Presentation, discussion, and possible action on the sale and removal of approximately 90,000 tons of asphalt millings from city property by Texas Materials Group, Inc. for \$271,800.

7.6. Presentation, discussion, and possible action on a professional services contract with Studio 16:19, LLC, in the amount of \$192,024 for the design and construction of pedestrian improvements, new restroom building, shade structure, splash pad improvements and expansion at the Lincoln Center and Resolution No. 05-13-24-7.6 declaring intention to reimburse certain expenditures with proceeds from debt.

7.7. Presentation, discussion, and possible action on an annual renewal and Amendment #1 to the annual service agreement for locate services for underground utility facilities with USIC Locating Services, LLC, adding locate services for the City's IT fiber and Water SCADA fiber, for a new annual amount not-to-exceed \$500,000.

7.8. Presentation, discussion, and possible action on a general services contract for the purchase of a driver safety training simulator from Virage Simulation, Inc. for \$166,320.

7.9. Presentation, discussion, and possible action regarding a contract for document scanning services with MCCi, LLC in the amount not to exceed \$106,152.22.

7.10. Presentation, discussion, and possible action regarding a contract with Oldham Goodwin Group, LLC for commercial real estate brokerage services for City-owned property in the Midtown Business Park.

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

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action regarding an update on future ballfields and Texas Independence Park.

Jennifer Cain, Capital Projects Director, presented an update on future ballfields and Texas Independence Park. There were two online surveys given and two Public Open Houses for the Texas Independence Park and the Future Ballfields.

Texas Independence Park

- 553 respondents participated: 20% were affiliated with the HOA and 73% said they would use a park at 7300 Rock Prairie Road location.
- A Public Open House was held where they engaged with over 40 attendees: Pump Track (152), Trails (121), Dog Park (21), Fishing Pond (8), Disc Golf (8), Pickleball (6), Multipurpose court (4), Splash Pad (3), Open play (3), and Playground (3).

Future Ballfields

- 684 respondents participated: 51% affiliated with a league or club, 59% said they or someone in their household currently use baseball fields and 70% said more baseball fields are needed.
- A Public Open House was held where they engaged with over 25 attendees: Little League (186), 12 Baseball (55), Bucks (71), Pride (16), and BVGSA (Brazos Valley Girls Softball Association) (16).
- All others affiliated with the following: CSSC, Adult Rec Sports, B.V. Renegades, Blaze Softball, Central Sports, and TX Rebels, to name a few.
- Other comments regarding Ballfields stated that the existing fields needed to be updated.

Mrs. Cain stated that the next steps for the Future Ballfields at VPAC is the preliminary geotechnical report is under review and then the design contract. Council gave a general consensus on the plan as presented.

8.2. Presentation, discussion, and possible action on an Update to the Parks and Recreation Cost Recovery Policy.

Kelsey Heiden, Parks and Recreation Director, stated the Parks and Recreation Advisory Board discussed cost recovery at their October, November, and December meetings. Throughout those discussions, staff captured board member feedback and worked to create an updated continuum and service categories. The Parks and Recreation Advisory Board unanimously supported the updated Parks and Recreation Cost Recovery Continuum at their January 2024 meeting. The Senior Advisory Board discussed cost recovery at their November meeting and provided staff with their recommendations and meeting minutes at their January 2024 meeting. In addition to the updated Parks and Recreation Cost Recovery Continuum and Service Categories, staff is working closely with Fiscal Services to update Appendix L (Recreation Program Revenues and Fee Recovery Direct and Indirect Costs of Recreational Programs) with FY 23 Actual Expenditures to evaluate cost recovery practices.



Example: Aquatics

- Daily Admission – Low 21 – 40% Cost Recovery
 - Drop-in Access
- Swim Lessons – Low 21 – 40% Cost Recovery
 - Education Enrichment and Inclusion
- Tsunami Swim Team – High 61 – 80% Cost Recovery
 - Intermediate Programs
- Adamson Lagoon Rental – High 81 – 100% Cost Recovery
 - Enterprise Operations, Permits & Rentals

Example: Senior Programs

- Current Program
 - Cost Recovery: 10% with Subsidy: 90%
 - Fee: \$27 Annually with a Cost Per Program: \$0.02
- Proposed Program
 - Cost Recovery: Low 21 – 40% with Subsidy: 79 – 60%
 - \$55 Annually with a Cost Per Program: \$0.03

Cost Differentiation

Resident vs Non-Resident Rates

- Non-Resident fee for rentals and memberships = 20% increase
- Does not include swim passes, swim team or programs

Next Step & Potential Options

Next Step

- Analyze FY 23 expenditures to evaluate cost recovery practices

Potential Options

- User fee changes
- Expanded ability to pay / scholarship programs
- Implement Non-Resident rates for swim passes, swim team and programs
- Increase Non-Resident rates to 30% / 50% / 100%

Majority of Council would like to see an increase for Non-Residents greater than the 20% proposed and a decrease in the rates for Senior Programs.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2024-4512 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 R Rural to PDD Planned to Development District for approximately 19 acres located southeast of the intersection of Rock Prairie Road and Calaveras Court.

Jesse Dimeolo, Planning and Development, stated that this project can be summarized into three main components: Design of a residential subdivision expansion to the existing Midtown Reserve development; Building a multi-use path according to Bicycle, Pedestrian and Greenways Master Plan; Dedicating parkland.

He went on to state that the subject property was acquired by the Midtown Reserve Subdivision developer in November 2022 and has not yet been added to the preliminary plan. A revised preliminary plan will be applied for upon approval of this current rezoning request. Two future streets and one future alley will be built on the property to provide access to the new residential lots. The future alley specifically provides rear-parked cottage green structures that front the adjacent Southeast Park. An adjacent multi-use path in Phase 109 is stubbed to this tract and is proposed to continue through and be built in accordance with the route established in the Bicycle, Pedestrian and Greenways (BPG) Master Plan. This is an important segment as the trail continues to extend southward towards the greater Lick Creek Trail system. The developer proposes to construct more than the required length of path in order to fulfill the connection to the Lick Creek system. According to the BPG Master Plan, the developer is only required to continue the alignment diagonally across the tract and stub to the Southeast Park; but the extension is offered as a community benefit that will help balance the modifications, they are requesting with the PDD rezoning. This additional length of pathway, around 850 feet will be constructed on City parkland and will be generally located along the shared property line, as determined through the platting process.

Mr. Dimeolo explained that the applicant is also requesting that the area through which the multi-use path traverses be dedicated as City parkland. Originally, this area was designed as a common area for the Midtown subdivision but is now being proposed to be City parkland. This proposed land dedication will be contiguous to the land already owned by the City in the future Southeast Park. As shown on the Parkland Exhibit attached to the Applicant's Supporting Information Pt. 2, 2.23 acres from the adjacent Phase 109 and 3.08 acres from the subject tract are proposed to be dedicated.

The Parks and Recreation Advisory Board voted unanimously to recommend support of the proposed parkland dedication at their meeting on April 9, 2024. The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request at their meeting on April 18, 2024. Staff recommends approval of the rezoning request.

At approximately 7:43 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:43 p.m.

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 adopt Ordinance No. 2024-4512, 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 R Rural to PDD Planned to Development District for approximately 19 acres located southeast of the intersection of Rock Prairie Road and Calaveras Court. The motion carried unanimously.

9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2024-4513 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 GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay on approximately 21.15 acres being 49 lots and a common area within Cat Hollow Phase 1 Subdivision and Glenhaven Estates Phase 8 Subdivision, generally located between Brazoswood Drive and Dominik Drive.

Jeff Howell, Planning and Development, stated that this request is to rezone a total of approximately 21.15 acres from GS General Suburban to GS General Suburban and ROO Restricted Occupancy

Overlay, being approximately 17.35 acres being 39 lots and a common area within Cat Hollow Phase 1; and 3.80 acres being 10 lots within Glenhaven Estates Phase 8

Mr. Howell explained that this request is to add the ROO, which is a single-family overlay zoning district, to the existing base zoning within these contiguous subdivision boundaries. The ROO is intended to provide subdivision-specific occupancy regulations – not to exceed two unrelated persons per single-family dwelling or accessory living quarter. The ROO Petition Committee, comprised of property owners from each original subdivision, has met all requirements of the ROO application process. The Petition Committee submitted the application materials including the ROO petition for each subdivision. When submitting an application with contiguous subdivisions applying jointly within one application, the fifty (50) percent plus one (1) petition signature threshold of property owners in support of the overlay must be met for each of the original subdivisions that apply jointly. City staff were able to verify that each original subdivision has met the petition signature threshold in support of the requested ROO.

The Planning and Zoning Commission heard this item at their April 18, 2024 meeting and recommended 7-0 to approve the rezoning.

At approximately 7:50 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:50 p.m.

MOTION: Upon a motion made by Councilmember Wright 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. 2024-4513, 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 GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay on approximately 21.15 acres being 49 lots and a common area within Cat Hollow Phase 1 Subdivision and Glenhaven Estates Phase 8 Subdivision, generally located between Brazoswood Drive and Dominik Drive. The motion carried.

9.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2024-4514 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 R Rural to T Townhouse for approximately 16 acres generally located at 3700 Rock Prairie Road West.

Gabriel Schrum, Planning and Development, stated that this request is to rezone approximately 16 acres of land generally located at 3700 Rock Prairie Rd W from R Rural to T Townhouse. The subject property is currently vacant, and it is the applicant’s intent to develop this as a townhome subdivision. The current zoning district of R Rural does not allow for the townhome use and density that the applicant is seeking. The proposed T Townhouse zoning district allows that use by right.

The Planning and Zoning Commission heard this item at their April 18th, 2024 meeting and voted unanimously to recommend approval. Staff recommends approval.

At approximately 8:01 p.m., Mayor Nichols opened for the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:01 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2024-4514, 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 R Rural to T Townhouse for approximately 16 acres generally located at 3700 Rock Prairie Road West. The motion carried unanimously.

9.4. Presentation, discussion, and possible action regarding an Oversized Participation Agreement between the City of College Station and Aspire A&M II, LLC and Richmond Builders, Inc. for an amount not to exceed \$348,147 for the construction of a sewer line down First Street between Maple Avenue and Patricia Street.

Anthony Armstrong, Planning and Development Director, stated that the developer, Aspire A&M II, LLC, is constructing a large mixed-use high-rise development in the City's Northgate District. As part of the project, the developer needed to upsize approximately 703 linear feet of sanitary sewer line to serve the development. This presented an opportunity for the City to partner with the Developer in further upsizing the capacity of this 703 linear feet sewer line and provide an additional 550 linear feet of sanitary sewer upsizing. Upsizing the line in the present will allow the city to better prepare for additional development pressures and projects in the Northgate area. Additionally, this will heavily reduce the impact on future City services by continued shutdown of City streets for future construction related activities.

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 approve an Oversized Participation Agreement between the City of College Station and Aspire A&M II, LLC and Richmond Builders, Inc. for an amount not to exceed \$348,147 for the construction of a sewer line down First Street between Maple Avenue and Patricia Street. The motion carried unanimously.

Mayor Nichols recessed the meeting at 8:08 p.m.

The meeting resumed at 8:17 p.m.

9.5 Presentation, discussion, and possible action regarding Ordinance No. 2024-4515 amending Chapter 26, "Miscellaneous Provision and Offenses," of the Code of Ordinances by adding Sec. 26-14 Restricted Occupancy Overlay - Civil Unrelated Overoccupancy, related to overoccupancy.

Debbie Eller, Community Service Director, stated that as requested by City Council, this ordinance amends Chapter 26 of the Code of Ordinances to add Sec. 26-14 Restricted Occupancy Overlay - Civil Unrelated Overoccupancy. The ordinance provides a tool for civil enforcement and includes definitions, administrative penalties, and notice requirements. The ordinance contains a civil violation, presumptions, and defenses. The expense for enforcement is included in the General Fund Code Enforcement budget.

At approximately 8:19 p.m., Mayor Nichols opened for Citizen Comments.

Ben Crockett, College Station, came before Council requesting a postpone until the students are back in town, so they could contribute to this discussion of Civil Unrelated Overoccupancy, related to overoccupancy.

Brigadier General Joe Ramirez, Jr., College Station, came before Council as the Texas A&M University Vice President for Student Affairs stated he is here on behalf of the students requesting Council to delay this item until they return and can contribute to this discussion. He also offered that staff from the Off Campus Student Services participate in future discussions.

There being no further comments, the Citizen Comments was closed at 8:23 p.m.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, with Councilmember Cunha abstaining, to adopt Ordinance No. 2024-4515, amending Chapter 26, "Miscellaneous Provision and Offenses," of the Code of Ordinances by adding Sec. 26-14 Restricted Occupancy Overlay - Civil Unrelated Overoccupancy, related to overoccupancy. The motion carried.

9.6. Presentation, discussion, and possible action on Resolution No. 05-13-24-9.6 regarding a substantial amendment to the Program Year 2023 Annual Action Plan to reprogram \$664,727 of Community Development Block Grant funds to Rental Housing Rehabilitation for the acquisition of housing units to be used as affordable rental housing.

Raney Whitwell, Community Development Analyst, stated that following the recent cancelation of the contract with Habitat for Humanity, staff has determined it imperative to reallocate funds towards Rental Housing Rehabilitation. This decision is driven by the necessity to adhere to the timeliness requirement of the Community Development Block Grant, which mandates the expenditure of current grant funding by July 2024. Failure to comply with this mandate may lead to potential reductions in future Community Development Block Grant funding. Moreover, College Station is currently experiencing a shortage of affordable rental units. By prioritizing Rental Housing Rehabilitation, we aim to address this issue and facilitate access to the rental market for families who would otherwise face barriers in College Station. A 30-day public review and comment period began April 9, 2024, and ended May 9, 2024. The amendment was available to be viewed on the City of College Station website Community Development Publication page. Citizens could submit comments by mail, email, or by phone.

The amendment includes reprogramming Community Development Block Grant funds as follows:

Project	Amendment
Rental Housing Construction	(\$67,512)
Public Facilities	(\$110,510)
Owner Housing Construction	(\$486,705)
Rental Housing Rehabilitation	\$664,727

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 05-13-24-9.6, approving a substantial amendment to the Program Year 2023 Annual Action Plan to reprogram \$664,727 of Community Development Block Grant funds to Rental Housing Rehabilitation for the acquisition of housing units to be used as affordable rental housing. The motion carried unanimously.

9.7. Presentation, discussion, and possible action regarding the adoption of program guidelines for an Acquisition, Rehabilitation, and Disposition program to create income-restricted rental units.

Debbie Eller, Community Services Director, stated that the program guidelines will allow staff to identify properties to be acquired using Community Development Block Grant and/or HOME Investment Partnership Program grant funds. Properties could be single-family homes, duplexes, or multifamily properties. The intent is to identify properties that need rehabilitation to improve the condition. Guidelines include property standards that will meet or exceed existing codes and provide a safe and energy-efficient dwelling for an income-restricted household. She explained that staff will complete needed rehabilitation and convey the move-in ready property to a non-profit housing partner to maintain as an affordable rental unit. The non-profit partner will be selected through a Request for Proposal process that will include the respondent's equity stake as a major factor in the ranking criteria. Property will be conveyed through an agreement that will ensure affordability for a minimum of 15 years.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to approve the adoption of program guidelines for an Acquisition, Rehabilitation, and Disposition program to create income-restricted rental units. The motion carried unanimously.

10. Council Calendar

Council reviewed the calendar.

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

Councilmember Cunha recognized a recent Cycle with the Council Bike event.

Councilmember Maloney recognized the retirement of College Station Police Corporal Robert (Robbie) Turner.

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)

Mayor Nichols reported on the Chamber of Commerce Washington D.C. trip.

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

inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Councilmember Cunha request an update on phone lines being inoperable at the police and fire dispatch.

Councilmember Yancy requested a policy discussion on development agreements and incentivizing affordable housing.

14. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 9:11 p.m. on Monday, May 13, 2024.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

May 23, 2024
Item No. 7.2.
CSU Electric Overhead Distribution Construction Contract

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on a contract for electric overhead distribution construction with Echo Powerline, LLC, not-to-exceed \$380,177.68.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends awarding a contract for the construction of electrical overhead distribution projects to Echo Powerline, LLC for a not to exceed amount of \$380,177.68.

Summary: CSU Electric solicited bids for a predetermined selection of electric overhead distribution construction projects. CSU will provide the designs and materials for these projects. The contractor will provide labor and equipment to construct the required electric distribution line replacements and conversions.

Nine (9) competitive proposals were received on March 19, 2024, in response to RFP 24-029. The proposals were evaluated and ranked by members of the Electric staff. Echo Powerline, LLC was selected as the highest-ranking proposal based on qualifications and best value for the City.

Budget & Financial Summary: Funds for this electric overhead construction contract are budgeted in the Electric Capital Improvements and Maintenance Projects Funds.

Attachments:

1. 24-029 Bid Tab OH Construction Projects
2. Contract 24300463 -- Echo Power

RFP#24-029
PROJECT PRICING SUMMARY

	24-029 OH Construction Projects Pricing Summary																		
TAB	Projects		Quality Powerline LLC		Echo Powerline, LLC		KV power, LLC		Higher Power Electrical, LLC.		Henkels & McCoy, Inc.		Altitude Energy, LLC		Atkins Electric Co., Inc		Primoris T&D Services, LLC		P&G Power Co
A	Aztec St. Pole Replacements		\$ 11,445.52		Summary \$ 35,743.19		Summary \$ 34,077.14		Summary \$ 20,675.66		Summary \$ 30,341.55		Mfgno \$ 29,750.00		Summary \$ 40,917.96		Summary \$ 47,071.65		Summary \$ 169,058.98
B	Balcones Dr. Pole Replacements		\$ 29,295.04		\$ 60,679.64		\$ 43,529.00		\$ 49,843.30		\$ 39,557.56		\$ 69,955.00		\$ 121,746.18		\$ 116,018.01		\$ 309,846.46
C	Feeder 5312 Pole Replacements		\$ 6,641.52		\$ 24,500.73		\$ 20,308.98		\$ 10,866.56		\$ 23,136.60		\$ 19,000.00		\$ 13,848.28		\$ 13,100.42		\$ 95,794.83
D	Inlow-South College		\$ 54,620.17		\$ 74,111.38		\$ 98,918.45		\$ 121,144.98		\$ 121,102.32		\$ 161,830.00		\$ 100,294.73		\$ 108,465.49		\$ 480,297.41
E	Marion Pugh Line Upgrade		\$ 28,133.25		\$ 74,041.48		\$ 60,428.26		\$ 67,110.76		\$ 96,411.88		\$ 93,310.00		\$ 69,676.51		\$ 91,593.69		\$ 257,133.69
F	Pole Changeouts - WDF & Pebble Creek Pkwy		\$ 32,821.40		\$ 37,055.60		\$ 42,076.58		\$ 44,831.01		\$ 48,147.59		\$ 58,150.00		\$ 79,077.39		\$ 87,954.76		\$ 295,168.44
G	Rock Prairie Area OH Reconductor		\$ 60,434.23		\$ 74,045.66		\$ 97,705.77		\$ 84,524.77		\$ 98,619.80		\$ 83,864.00		\$ 226,180.78		\$ 463,861.18		\$ 235,487.85
	GRAND TOTAL		\$ 223,391.13		\$ 380,177.68		\$ 397,044.18		\$ 398,997.04		\$ 457,317.30		\$ 515,859.00		\$ 651,741.83		\$ 928,065.20		\$ 1,842,787.66



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300463 PROJECT #: _____ BID/RFP/RFQ#: 24-029

Project Name / Contract Description: Electric Construction Projects

Name of Contractor: Echo Power, LLC dba Echo Powerline

CONTRACT TOTAL VALUE: \$ 380,177.68 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)
Funds are budgeted and available in the Electric Operating Fund.

(If required)*
CRC Approval Date*: N/A Council Approval Date*: 5/23/2024 Agenda Item No*: _____

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

Insurance Certificates: _____ Performance Bond: Rf Payment Bond: Rf 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 _____

**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 Echo Power, LLC dba Echo Powerline (the "Contractor") for the construction and/or installation of the following:
Electric Distribution Construction in Seven Locations, College Station, TX.

1. DEFINITIONS

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

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

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

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

1.05 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Three Hundred Eighty Thousand One-Hundred Seventy-Seven and 68 /100 Dollars (\$380,177.68).

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

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

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

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

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

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

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

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

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

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

1.16 Price Escalation/De-Escalation. The terms "price escalation" or "price de-escalation" shall mean that the market for products that are specified herein is considered by both parties to be volatile, and sudden price increases or decreases could occur that are beyond the control of the Contractor, despite its best efforts. Therefore, the parties agree that if there is a bona fide increase or decrease to the Contractor of the material(s) specified herein, the supplier or City may request an equitable adjustment to this contract based on the Producer Price Index for Intermediate Goods, Table B, as it appears in the "Summary Data from the Producer Price Index News Release" as published by the U.S. Department of Labor, Bureau of Labor Statistics. The procedures for Price Escalation and Price De-Escalation are further outlined in Section 16 – Payment.

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 paragraph 2.05, however, shall not relieve the Contractor of any of the obligations set forth in paragraphs 8.01. and 8.02 of this Agreement.

3. AWARD OF CONTRACT

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

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

4. CITY'S REPRESENTATIVE

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

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

5.02 Standard of Care. The Work shall be performed in a good and workmanlike manner, and in accordance with this Agreement, and all applicable laws, codes, and regulations. The construction of the Project is subject to amendments and adjustments to the Contract required by any applicable changes in regulations or requested or approved by in writing by the City. If at any time during the progress of the Work the Contractor becomes aware of any errors or omissions in the Plans or Specifications for this Project or that the Agreement deviates from applicable legal requirements, Contractor shall promptly provide written notice thereof to the City. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

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

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

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

6. DISORDERLY EMPLOYEES

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

7. HOURS OF WORK

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

8. NATURE OF THE WORK

8.01 It is understood and agreed that the Contractor has, by careful examination, studied and compared the Plans and other Contract Documents, satisfied itself as to the nature and location of the Work, the conditions of

the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the Work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any Work that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

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

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

9. POST-AGREEMENT AWARD MEETINGS

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

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

- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

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

10. PROGRESS OF WORK

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

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

- (a) The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.
- (b) City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.
- (c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.
- (d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.
- (e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.
- (f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that

conflicts will be avoided and the various work being done by and for the City shall be coordinated.

- (g) In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

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

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

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

- (a) The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the City under or pursuant to this Subparagraph.
- (b) The City may exercise the rights furnished the City under or pursuant to this Subparagraph as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

10.06 Work Stoppage. If in the judgment of either the City or City's Representative any of the Work or materials furnished is not in strict accordance with this Agreement or any portion of the Work is being performed

so as to create a hazardous condition, they may, in their sole discretion, order the Work of the Contractor or any subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

11.07 Contractor's Structures. The building or locating of structures or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

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

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

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

12. MATERIALS

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

12.02 All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

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

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

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

12.05 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly

removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

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

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

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

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

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

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

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

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

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

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

13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

14. REJECTED WORK

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

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

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

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

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

15. SUBCONTRACTING & SUBCONTRACTORS

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

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

16. PAYMENT

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

16.02 Progress Payment Applications. The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require ("Schedule of Values"). The Schedule of Values shall not overvalue early job activities and shall follow the trade divisions of the Specifications so far as possible. Modifications must be approved by City. This schedule, unless objected to by the City, shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit F**. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or

modification, a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the ***preceding*** month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

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



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

OR:



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

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

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

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

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

16.09 Unless otherwise provided in the Contract Documents:

- (a) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and
- (c) Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 16.9(b).

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

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

- (a) Defective work.
- (b) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (c) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (d) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (f) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (g) City's determination of an amount of liquidated damages.
- (h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (i) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

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

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

16.12 Price Escalation/De-Escalation. The parties agree that the Contractor has based its bid on certain pricing assumptions of materials to be incorporated into the work specified herein. However, the market for products that are specified herein is considered by both parties to be volatile, and sudden price increases or decreases could occur that are beyond the control of the Contractor, despite its best efforts. Therefore, the parties agree that if there is a bona fide increase or decrease to the Contractor of the material(s) specified herein, the Contractor or City may request an equitable adjustment to this contract based on the Producer Price Index for Intermediate Goods, Table B, as it appears in the "Summary Data from the Producer Price Index News Release" as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index shall be referred to as the materials index.

Bids may only be adjusted semi-annually. Contractors are required to give a 30-day written notice before price increases.

The bid, as submitted herein as part of this Contract, is considered the base price for the materials specified herein as of n/a and shall remain in effect for 6 months hereafter called the **reference base period**. Prices may be adjusted semi-annually each year, based upon the percent changes (whether up or down) in the special index specified herein, between the reference base period n/a and of the most recent year. All calculations for the special index shall be based upon the latest versions of the Producer Price Index data published as of July 20th and January 20th of each year.

Under no circumstances shall the bid prices increase, in aggregate, more than ten percent (10%) during the course of the Contract and any subsequent renewals.

Any Contract awarded with an escalation clause shall be subject to de-escalation provisions in favor of the City in the same or similar manner in the event of cost reductions.

17. EXTRA WORK CHARGES

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

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



17.03 For "Extra Work", as defined in Paragraph 1.09 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original Contract price may not be increased by more than **twenty-five percent (25%)**. Written change orders that do not exceed **twenty-five percent (25%)** of the original Contract Amount may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services

or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

OR:



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

17.04 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the Work shall not excuse the Contractor from performing all the Work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the Work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the Work and the Contractor shall assume and pay the costs of the performance of the Work as contracted.

- (a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.
- (b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.
- (c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the Work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

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

Method A – By agreed unit prices, or

Method B – By agreed lump sum, or

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

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

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

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

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

- (g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, workers' compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

(1) No indirect or consequential damages will be allowed.

(2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.

(3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

(4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION, CONTRACT TERM, RENEWAL, and EXTENSION

18.01 Time of the Essence. 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 Notice to Proceed. 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.

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

18.05 Contract Term, Renewal, and Extension. The original 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 two (2) additional years (three (3) years total). The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices bid under the original contract may, by mutual agreement, be increased by no more than ten percent (10%) of the original contract price. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

18.06 Funding Out Provision. If, for any reason, City funds are not appropriated to continue the contract, the Contract shall become null and void and shall terminate.

19. SUBSTANTIAL COMPLETION

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

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

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

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

any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

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

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

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

23. LIQUIDATED DAMAGES

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

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may

permanently withhold from the Contractor's total compensation the sum of
Two Hundred and 00 /100 DOLLARS (\$200.00)
for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

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

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

27. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

27.07 Additional Insured.

Those policies set forth in Paragraphs 27.04, 27.05, and 27.06 shall contain an endorsement listing the City as Additional Insured and further providing that the Contractor’s policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All

coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before Work commences.

27.08 Builder's Risk

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

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

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

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

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

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

"A. Definitions:

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

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

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

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

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

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

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

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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

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

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

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

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

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

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

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

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

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

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

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

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

project; and

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

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

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

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

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

28. BOND PROVISIONS

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

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

prior to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B**.

- (d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.
- (e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

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

29. SURETY

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

- (a) The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.
- (b) The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

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

ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

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

30. COMPLIANCE WITH LAW

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

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

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

31. SAFETY PRECAUTIONS

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

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

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

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

harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

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

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

33.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made

a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

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

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

34. RELEASE

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

35. PERMITS AND LICENSES

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

36. ROYALTIES AND LICENSING FEES

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

37. BREACH OF CONTRACT & DAMAGES

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

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

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

38. TERMINATION FOR CAUSE

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

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

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;
- (d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

- (e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts; and/or
- (f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

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

43. HIRING

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

44. ASSIGNMENT

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

45. EFFECTIVE DATE

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

46. OTHER TERMS

46.01 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

46.02 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

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

46.04 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

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

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

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

46.08 Choice of Law and Place of Performance. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

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

46.10 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

46.11 Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived.

Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

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

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

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

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

46.16 Verification No Boycott. 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

**ECHO POWER, LLC DBA
ECHO POWERLINE**

CITY OF COLLEGE STATION

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20220007 02/25/2022

Superseded General Decision Number: TX20210007

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, McLennan 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 \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at

[https://www.dol.gov/agencies/whd/government-contracts.](https://www.dol.gov/agencies/whd/government-contracts)

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* 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 (\$15.00) or 13658
 (\$11.25). 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

Issued in Two (2) Counterparts

Bond No. 800177292

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Echo Power, LLC dba Echo Powerline, as Principal, hereinafter called "Contractor" and the other subscriber hereto Atlantic Specialty Insurance 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 Three Hundred Eighty Thousand One-Hundred Seventy-Seven and ⁶⁸ /100 Dollars (\$ 380,177.68) 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 Electric Utility Distribution Construction for seven locations

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

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

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

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

Contract No. 24300463

Electric Construction Services Agreement Over \$50,000
Form 08-30-2021

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

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

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

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

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

Bond No. 800177292

FOR THE CONTRACTOR:

ECHO POWER, LLC DBA ECHO POWERLINE

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

WITNESS: (if not a corporation)

By: Maria J. Gaudreau
Name: Maria J. Gaudreau
Title: Witness
Date: 5/23/2024

(Name of Contractor)

By: Cory Bernard
Name: Cory Bernard
Title: Vice President
Date: 5/23/2024

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: Sue Mickle
Name: Sue Mickle
Title: Witness
Date: 5/23/2024

Atlantic Specialty Insurance Company

(Full Name of Surety)

605 Highway 169 N., Ste. 800

Plymouth, MN 55441

(Address of Surety for Notice)

By: Cyra B. Peterson
Name: Cyra B. Peterson
Title: Attorney-in-Fact
Date: 5/23/2024

FOR THE CITY:

REVIEWED:

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

City Attorney

City Manager

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

Contract No. 24300463
Electric Construction Services Agreement Over \$50,000
Form 08-30-2021

TEXAS STATUTORY PAYMENT BOND

Issued in Two (2) Counterparts

Bond No. 800177292

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

THE COUNTY OF BRAZOS

§

THAT WE, Echo Power, LLC dba Echo Powerline, as Principal, hereinafter called "Principal" and the other subscriber hereto Atlantic Specialty Insurance Company, a corporation organized and existing under the laws of the State of Texas, 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 Three Hundred Eighty Thousand One-Hundred and 68 /100 Dollars (\$ 380,177.68) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the _____ day of May 23, 2024, for Electric Utilities Distribution Construction for seven locations, 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.

Contract No. 24300463
Electric Construction Services Agreement Over \$50,000
Form 08-30-2021

Bond No. 800177292

FOR THE CONTRACTOR:

ECHO POWER, LLC DBA ECHO POWERLINE

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

WITNESS: (if not a corporation)

(Name of Contractor)

By: M J Govdean

By: Cory Bernard

Name: Maria J Govdean

Name: Cory Bernard

Title: Witness

Title: Vice President

Date: 5/23/2024

Date: 5/23/2024

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

Atlantic Specialty Insurance Company

(Full Name of Surety)

By: Sue Mickle

605 Highway 169 N., Ste. 800

Name: Sue Mickle

Plymouth, MN 55441

Title: Witness

(Address of Surety for Notice)

Date: 5/23/2024

By: Cyra B. Peterson

Name: Cyra B. Peterson

Title: Attorney-in-Fact

Date: 5/23/2024

FOR THE CITY:

REVIEWED:

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

City Attorney

City Manager

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

Contract No. 24300463
Electric Construction Services Agreement Over \$50,000
Form 08-30-2021



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Mike Gardner, Cyra B. Peterson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

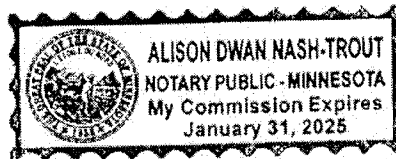
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 23rd day of May 2024

This Power of Attorney expires
January 31, 2025



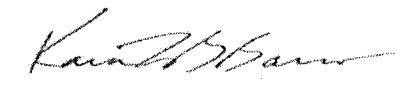

Kara Barrow, Secretary

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2024

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 Three Arbor Insurance, Inc. 2828 Old 280 Court Suite 126 Vestavia AL 35243	CONTACT NAME: Robert Piretti PHONE (A/C, No, Ext): (205) 517-8890 E-MAIL ADDRESS: certs@threearbor.com FAX (A/C, No):																					
INSURED Echo Power, LLC, Echo Powerline Leasing, LLC 313 Walnut St Bunkie LA 71322	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Admiral Insurance Group</td><td>24856</td></tr><tr><td>INSURER B:</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER C:</td><td>Indemnity National Insurance Co</td><td>18468</td></tr><tr><td>INSURER D:</td><td>Zurich Energy Casualty</td><td>34347</td></tr><tr><td>INSURER E:</td><td>SiriusPoint Specialty Insurance Corporation</td><td>38776</td></tr><tr><td>INSURER F:</td><td>Ohio Casualty Insurance Co</td><td>24074</td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Admiral Insurance Group	24856	INSURER B:	Zurich American Insurance Company	16535	INSURER C:	Indemnity National Insurance Co	18468	INSURER D:	Zurich Energy Casualty	34347	INSURER E:	SiriusPoint Specialty Insurance Corporation	38776	INSURER F:	Ohio Casualty Insurance Co	24074
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COVERAGES**CERTIFICATE NUMBER:** CL2432002655**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 General Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	CA00005217101	03/01/2024	09/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ \$1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP-6134885-01	09/10/2023	09/10/2024	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 \$			XS000153824	03/01/2024	09/10/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC 3305126-01	09/10/2023	09/10/2024	☒ 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
E	Pollution Liability			CPPL D0001532 00	03/01/2024	09/10/2024	General Aggregate \$5,000,000 Each Occurrence \$5,000,000 Deductible \$25,000

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

The City of College Station, its agents, officials, employees and volunteers are listed as additional insureds with waiver of subrogation on the General Liability and Auto Liability policies as required by written contract.

Waiver of subrogation is included on the Workers Compensation policy.

The State of Texas is added to item 3a on the Workers Compensation policy.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
Attn: Risk Manager
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 00000391

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Three Arbor Insurance, Inc.		NAMED INSURED Echo Power, LLC	
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

There are 2 Excess Liability policies that fulfill the coverage need by contract. Please see description box for said limit of 2nd Excess Liability policy.

(E) Cyber Liability: Ref#3549770, Effective/Expiration Date: 8/8/2023-9/10/2024, Limit: \$1,000,000
 (F) Inland Marine: Policy#BMO66634176 Effective/Expiration Date: 8/8/2023-8/8/2024, Leased/Rented Equipment: \$750,000, Carrier: Liberty Mutual Insurance Company, NAIC 23043
 (G) Excess: Policy #EMM00021500 Effective/Expiration Date: 03/01/2024 - 09/10/2024, Limit: \$3,000,000, Carrier: Acceptance Indemnity Insurance Company, NAIC 20010

EXHIBIT D
PLANS AND SPECIFICATIONS

Plans and Specifications from CSP/RFP#24-029 incorporated
in the Contract by Reference

EXHIBIT E
CONSTRUCTION SCHEDULE

EXHIBIT F
SCHEDULE OF VALUES



March 14, 2024

City of College Station, Texas
Purchasing Division – City Hall
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

RE: RFP No. 24-029

To Whom It May Concern:

Echo Power, LLC (“Echo”) has submitted a complete and responsive proposal for the City of College Station’s consideration. Most importantly, Echo proposes to complete the work in only 100 of the 180 days allowed under the Contract.

Echo meets all the experience and financial requirements required under the terms and conditions of this RFP. Should you have any questions or require further information, please feel to give me a call.

Respectfully,

ECHO POWER, LLC

Cory Bernard

Cory Bernard
Vice President

CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute the City of College Station Construction Agreement, that this Proposal has not been prepared in collusion with any other Offeror, and that the contents of this Proposal have not been communicated to any other Offeror prior to the official opening of this Proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed City of College Station Construction Agreement.

Signed By: Cory Bernard
Title: Vice President

Typed Name: Cory Bernard
Company Name: Echo Power, LLC

Phone No.: 318-346-9466
Fax No.: 318-346-9467
Email: coryb@echopowerline.com

Proposal Address:
313 Walnut St. Bunkie LA 71322
P.O. Box or Street City State Zip

Order Address:
PO Box 539 Bunkie LA 71322
P.O. Box or Street City State Zip

Remit Address:
PO Box 539 Bunkie LA 71322
P.O. Box or Street City State Zip

Federal Tax ID No.: 88-3084881

DUNS No.: 105231881

Date: 3/16/2024

Number of Addenda Acknowledged: 1

PROPOSAL NO. 24-029

PROPOSAL FORM

Date: 3/16/2024

PROPOSAL FROM: Echo Power, LLC

PROPOSAL TO: City Of College Station
1101 Texas Ave.
College Station, TX 77842

The Undersigned proposes to furnish all labor, services, tools and necessary equipment for the construction of the Overhead Distribution Projects for the City of College Station Electric Utilities and to perform the work required for the construction of said Overhead Distribution Projects at the location set out by the Plans and Specifications, in strict accordance with the Contract Documents.

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

In submitting this Proposal, it is understood that this Proposal may not be altered or withdrawn for ninety (90) days, and that the Owner has reserved the right to reject any and all Proposals.

The Undersigned certifies that this Proposal is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm, association, or corporation offering Proposals on this work, for the following sum or prices to wit:

BASE PROPOSAL: Stipulated Total Bid of: (\$ 380,177.68)

CALENDAR DAYS: Total number of calendar days to substantial completion is 180 days.

RECEIPT OF ADDENDA

I hereby acknowledge receipt of the following Addenda: 1

CONTRACTOR NAME: Echo Power, LLC

CONTRACTOR SIGNATURE: Cory Bernard

CSP RFP #24-029

CONTRACTOR'S EXPERIENCE & QUALIFICATIONS

General Contractors Name: Echo Power, LLC

I. General

- a. Qualification information submitted shall be applicable only to the company entity or branch that will perform this Work.
- b. Attach your Project Organization Chart
- c. Submit list of other fully staffed branch offices (Echo does not maintain any fully staffed branch offices.)
- d. Submit list of corporate officers, partnerships or owners of organization

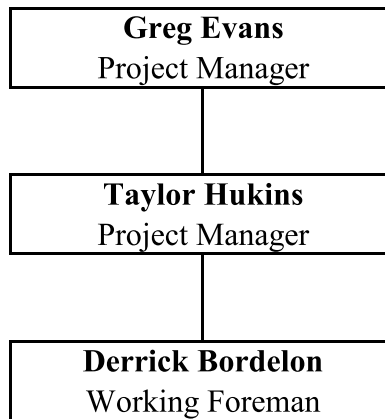
II. History

- a. Please specify:
 - ☒ Corporation - State of Incorporation Louisiana
 - ☐ Partnership
 - ☐ Sole Proprietorship
 - ☐ Joint Venture
- b. Specify: In continuous business since: 2006
- c. Specify:
 - ☐ Large Business (100 or more employees)
 - ☒ Small Business (fewer than 100 employees)
 - ☐ Other _____

III. Experience

- a. Normally performs 100 % of work with own forces.
- b. Proposing to perform 100 % of work for this project with own forces.
 - i. List Trades Working Foreman
Lineman A and Lineman B
Operator
Laborer
- c. For work performed by the Prime Contractor on this project, Prime Contractor shall indicate if they will be using internal labor forces for the placement and finishing of the concrete or if they will be using day labor and only providing oversight in the form of a foreman and superintendent for the concrete placement and finishing.
(Provide additional attachments as required)

Echo Power, LLC
Proposed Project Org Chart
RFP 24-029



State of
Louisiana
Secretary of
State



COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
ECHO POWER, LLC	Limited Liability Company	BUNKIE	Active

Previous Names

Business: ECHO POWER, LLC

Charter Number: 45004744K

Registration Date: 7/12/2022

Domicile Address

313 WALNUT STREET
BUNKIE, LA 71322

Mailing Address

313 WALNUT STREET
BUNKIE, LA 71322

Status

Status: Active

Annual Report Status: In Good Standing

File Date: 7/12/2022

Last Report Filed: 6/15/2023

Type: Limited Liability Company

Registered Agent(s)

Agent:	URS AGENTS, LLC
Address 1:	3867 PLAZA TOWER DR., 1ST FLOOR
City, State, Zip:	BATON ROUGE, LA 70816
Appointment Date:	7/12/2022

Officer(s)

Additional Officers: No

Officer:	CHAD BERNARD
Title:	Member
Address 1:	313 WALNUT ST
City, State, Zip:	BUNKIE, LA 71322

Officer:	NEW SUNSET HOLDINGS LLC
Title:	Member
Address 1:	5203 JUAN TABO BLVD. NE
Address 2:	STE 2B
City, State, Zip:	ALBUQUERQUE, NM 87111

Amendments on File (2)

Description	Date
Appointing, Change, or Resign of Officer	8/9/2022
Appointing, Change, or Resign of Officer	3/8/2023

[Print](#)

CONTRACTOR KEY PERSONNEL

Superintendent & Project Manager Information

Resumes of key personnel shall also be included. Professional affiliations, memberships, and certifications for each of the key personnel must be included and will be used to evaluate the proposed team and personnel.

Project Manager	Years Experience	Projects
Greg Evans	25	200+

Superintendent	Years Experience	Projects
Taylor Hukins	15	170+

Scheduler	Years Experience	Projects
N/A		

Quality Control Person	Years Experience	Projects
N/A		

CONTRACTOR'S CURRENT WORK SCHEDULE/RECORD

I. Current Work Schedule

- a. List major construction projects your organization has in-progress using the format below:

Name & Location of Project	Contract \$	% Complete	Projected Completion Date	Owner Contact And Phone
See attached Table I.				

- b. Total number and dollar amount of contracts currently in progress:

Number 5 \$ 15,000,000

- c. Largest single contract amount currently in progress:

Project Name: SLEMCO 2024 Overhead Units

Projected Completion Date: Annual Contract

Dollar Amount \$ 2,400,000

II. Past Record

- a. List major construction projects of our organization has completed in the last 5 years that have similar work to the work to be completed in this project, with completion dates and references.

Name & Location of Project	Contract \$	Date Completed	Owner Contact and Phone
See attached Table II.			

- b. Volume of work completed over last 5 years:

2023 \$ 15,700,000

2022 \$ 14,600,000

2021 \$ 17,700,000

2020 \$ 17,100,000

2019 \$ 11,800,000

List of Projects

(Similar Projects in Size and Scope Completed in Last Five Years-List a maximum of 5 projects)

Project	Municipality / Client	Primary Project Contacts and Number	\$ Amount	Type	Date
2023 Overhead Units	SLEMCO	Karen Rutland 337-896-5200	2,300,00	24.9kV Distribution	12/31/23
Comite Diversion 69kv and 24.9kV Relocation	DEMCO	Jeremy Starns 800-356-1200	685,000	69kV and 24.9kV	3/27/23
CIP FY22 Electric Improvements	BTU	Jeff Bodine 979-821-5700	1,300,000	12.5kV Distribution	8/31/22
LA 124 Extension	Concordia Electric	Brook Samuel 225-938-9518	674,000	24.9kV Distribution	12/31/21
2022 Distribution Pole Replacement	Yazoo City Electric	Jeff Atwell 662-324-5658	182,000	13.2kV Distribution	4/26/22

- 2. Attach scope descriptions for each project listed above, how the work is similar to this project and the challenges that were dealt with during construction.**

Table I
Current Work Schedule

Name & Location of Project	Contract \$	% Complete	Projected Completion Date	Owner Contact And Phone
Overhead Maintenance Homer, LA	1,800,000	25	12/31/24	Claiborne Electric Stephen Faulk 318-927-3504
Overhead Electric Construction Ruston, LA	1,800,000	25	12/31/24	City of Ruston, LA Matt Deville 318-251-8675
2024 Overhead Units Lafayette, LA	2,400,000	25%	12/31/24	SLEMCO Karen Rutland 337-896-5384
2024 Overhead Units Lubbock, TX	900,000	25%	12/31/24	South Plains Electric Danny Crabtree 806-775-7732
Overhead Maintenance DeRidder, LA	900,000	25%	12/31/24	BECI Kevin Aycock 337-463-6221

Table II
Past Record

Name & Location of Project	Contract \$	Date Completed	Owner Contact And Phone
2023 Overhead Units Lafayette, LA	2,300,000	12/31/23	SLEMCO Karen Rutland 337-896-5384
Comite Diversion Relocation Zachary, LA	685,000	3/27/23	DEMCO Jeremy Starns 225-262-3046
CIP FY22 Bryan, TX	1,300,000	3/31/22	BTU Jeff Bodine 979-821-5931
LA 124 Extension Black Lake, LA	674,000	12/31/21	Concordia Electric Dewayne Bailey 318-339-7969
2022 Distribution Pole Replacement Yazoo City, MS	182,000	4/26/22	Yazoo City Electric Robert Bates 662-751-8055

Scopes of Projects

(Similar Projects in Size and Scope Completed in Last Five Years-List a maximum of 5 projects)

SLEMCO: The contractor understands and agrees that the contract will consist of line extensions, rephasing, or other line changes necessary to provide service to new consumers. The contract will also consist of ordinary replacement and line relocations and some system improvements.

DEMCO: This project consists of constructing 3,400 feet of overhead 69kV transmission line with 336 ACSR conductor, retiring 3,500 feet of existing overhead transmission line with 336 conductor. All lines are constructed on direct embedded wood poles with limestone backfill.

BTU: Reconductor and system upgrade projects throughout the BTU systems.

Concordia: Relocate approximately 2.2 miles of 3-phase, 24.9kV 1/0 ACSR overhead electric distribution line to accommodate the widening of LA Highway 124. This will include the removal of thirty-two existing wood utility poles and the installation of fifty-one new poles.

Yazoo City: Construction and/or maintenance of electric power distribution lines and right-of-way (ROW). The work may include the installation or retirement of poles, transformers, cross-arms, braces, conductors, lights, arrestors, cutouts, guys, anchors, risers and other miscellaneous electric distribution materials or equipment.

CONTRACTOR LITIGATION, CLAIMS, REPUTATION & COMPLIANCE

I. Please answer the following questions

- a. Has your firm or principal in charge ever defaulted, been declared to be in default, or failed to complete any work awarded?

☐ yes

☒ no

If yes, stipulate where and why: _____

- b. Has your firm or principal in charge ever paid (or had withheld from payment) liquidated damages for failure to complete a contract on time?

☐ yes

☒ no

If yes, stipulate where and why: _____

- c. Has your organization or principal in charge ever been charged with or paid a fine for non-compliance of State and/or Federal statutes or regulations?

☐ yes

☒ no

If yes, stipulate where and why: _____

II. List pending claims and/or litigation against or involving project owners at time of submitting Proposal. Show project name, owner and summary explanation.

None

CONTRACTOR'S SAFETY RECORD

- I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

2023 1.0
 2022 1.0
 2021 0.75
 2020 0.75
 2019 1.09

- II. Complete the matrix below for the last five years, as obtained from OSHA No. 200 Log:

	2023	2022	2021	2020	2019
Number of injuries & illnesses	1	0	0	0	1
Number of lost time accidents	0	0	0	0	1
Number of recordable cases	1	0	0	0	1
Number of fatalities	0	0	0	0	0
Number of employee direct hire fixed hours (round to 1,000's)	157,000	155,000	186,000	174,000	168,000

- III. Please answer the following questions regarding your safety program

- a. Are regular project safety meetings held for Field Supervisor(s)?
☒ yes
☐ no
 If yes, frequency:
☐ weekly
☒ bi-monthly
☐ monthly
☐ as needed.
- b. Are project safety inspections conducted?
☒ yes
☐ no
 If yes, who performs inspections? Joshua Franks - Field Safety Rep
Mike Grouvillia - Safety Director
 How often? Bi-monthly at a minimum
 Who is required to attend? Every employee on the job site being audited.
- c. Does your organization have a written safety program?
☒ yes
☐ no

CONTRACTOR'S SAFETY RECORD (continued)

- d. Does your organization have a safety orientation program for new employees?

☒ yes

☐ no

For employees promoted to Field Supervisor?

☒ yes

☐ no

If yes, does your Supervisor Safety Program include instructions on the following:

Safety work practices ☒ yes ☐ no

Toolbox safety meetings ☒ yes ☐ no

First aid procedures ☒ yes ☐ no

Accident investigation ☒ yes ☐ no

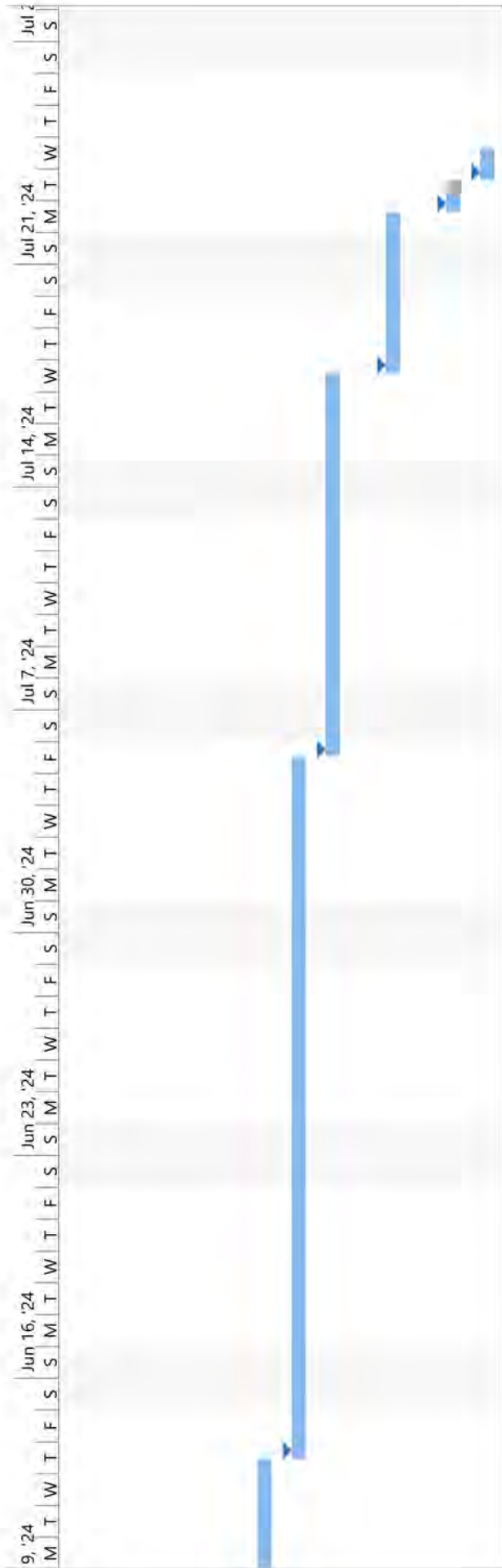
Fire protection ☒ yes ☐ no

New worker's orientation ☒ yes ☐ no

ID	Task Mode	Task Name	Duration	Start	Finish	Apr 31, '24	Apr 7, '24	Apr 14, '24	Apr 21, '24
1		Mobilization	1 day	Mon 4/15/24	Mon 4/15/24				
2		Aztec St. Pole Replacement	7.8 days	Tue 4/16/24	Thu 4/25/24				
3		Balcones Dr. Pole Replacements	13.2 days	Thu 4/25/24	Tue 5/14/24				
4		Feeder 5312 Pole Replacements	5.3 days	Wed 5/15/24	Wed 5/22/24				
5		Inlow-South College	16.1 days	Wed 5/22/24	Thu 6/13/24				
6		Marion Pugh Line Upgrade	16.1 days	Thu 6/13/24	Fri 7/5/24				
7		Pole Changeouts - WDF & 8.1 days	8.1 days	Fri 7/5/24	Wed 7/17/24				
8		Pebble Creek Pkwy Rock Prairie Area OH Reconductor	3.2 days	Wed 7/17/24	Mon 7/22/24				
9		Final Inspection	1 day	Mon 7/22/24	Tue 7/23/24				
10		Demobilization	1 day	Tue 7/23/24	Wed 7/24/24				

Task	Inactive Summary	Inactive Summary	External Tasks
Split		Manual Task	External Milestone
Milestone		Duration-only	Deadline
Summary		Manual Summary Rollup	Progress
Project Summary		Manual Summary	Manual Progress
Inactive Task		Start-only	
Inactive Milestone		Finish-only	

Project: CSP RFP#24-029 Sched
Date: Sat 3/9/24



Echo Power, LLC
Bunkie, Louisiana
Financial Statements
December 31, 2022

Table of Contents

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**Independent Accountants' Review Report**

To the Board of Managers
Echo Power, LLC
Alexandria, Louisiana

We have reviewed the accompanying consolidated financial statements of Echo Power, LLC and subsidiary (limited liability corporations), which comprise the consolidated balance sheet as of December 31, 2022, and the related consolidated statements of income and members' equity and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Echo Power, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

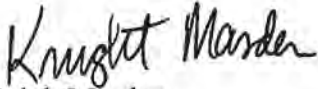
Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

5615 J Jackson Street
Alexandria, Louisiana 71303
PH: 318-445-9334
FAX: 318-445-0996
www.knightmadden.com

Supplementary Information

The supplementary information included in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.



KnightMasden
Alexandria, Louisiana
January 17, 2024

Echo Power, LLC
Consolidated Balance Sheet
As of December 31, 2022

ASSETS

Current Assets	
Cash and cash equivalents	\$ 246,218
Accounts receivable - trade	1,536,095
Prepaid expenses	<u>260,238</u>
Total Current Assets	2,042,551
 Property and equipment, net of accumulated depreciation	 4,358,750
 Other Assets	
Contract assets	<u>569,789</u>
Total Other Assets	
 Total Assets	 <u><u>\$ 6,971,090</u></u>

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities	
Accounts payable	\$ 123,407
Payroll liabilities	79,321
Due to related-party	1,505
Notes payable - current portion	<u>915,953</u>
Total Current Liabilities	1,120,186
 Long-term Liabilities	
Notes payable, net of current portion	<u>4,308,073</u>
 Total Liabilities	 5,428,259
 Equity	
Retained Earnings	<u>1,542,831</u>
Total Equity	1,542,831
 Total Liabilities and Stockholders' Equity	 <u><u>\$ 6,971,090</u></u>

The accompanying notes are an integral
part of the financial statements.

Echo Power, LLC
Consolidated Statement of Income and Retained Earnings
For the Year Ended December 31, 2022

Revenue	\$ 4,446,660
Direct costs	<u>1,780,514</u>
Gross profit	2,666,146
General and administrative expenses	<u>2,712,841</u>
Net income (loss) from operations	(46,695)
Other income (expense), net	<u>125,277</u>
Net income	78,582
Retained Earnings - beginning	<u>(120,272)</u>
Member Contribution	<u>1,584,521</u>
Retained Earnings - ending	<u><u>\$ 1,542,831</u></u>

The accompanying notes are an integral
part of the financial statements.

Echo Power, LLC
Consolidated Statement of Cash Flows
For the Year Ended December 31, 2022

Cash Flows From Operating Activities	
Net income (loss)	\$ 78,582
Add (deduct) items not affecting cash	
Depreciation	297,954
(Increase) decrease in trade accounts receivable	(1,536,095)
(Increase) decrease in prepaid expenses	(260,238)
(Increase) decrease in due from related party	1,505
(Increase) decrease in contract assets	(569,789)
Increase (decrease) in accounts payable	123,407
Increase (decrease) in accrued expenses	<u>79,321</u>
Net Cash Provided (Used) by Operating Activities	(1,785,353)
Cash Flows From Investing Activities	
Purchase of property and equipment	<u>(120,376)</u>
Net Cash Provided (Used) by Investing Activities	(120,376)
Cash Flows From Financing Activities	
Principal draws on loans	612,816
Debt reduction	(46,592)
Owner capital contribution	<u>1,584,521</u>
Net Cash Provided (Used) by Financing Activities	2,150,745
Net Increase (Decrease) in Cash	245,016
Cash at Beginning of Year	<u>1,202</u>
Cash at End of Year	<u>\$ 246,218</u>
Interest paid	<u>\$ 11,676</u>
Purchase of equipment with loan proceeds	<u>\$ 4,657,801</u>

The accompanying notes are an integral
part of the financial statements.

Echo Power, LLC
Notes to Financial Statements
December 31, 2022

Note 1 - Significant Accounting Policies

General

Echo Power, LLC (Power), is a corporation whose primary business activity is electric line construction and maintenance. Power is engaged in contracting activities in the private and government. Substantially all of the Power's work is performed in the states of Louisiana and Texas. Echo Power, LLC purchased 100% of Echo Powerline Leasing, LLC (Leasing) during 2022. Leasing leases 100% of its equipment and office space to Power for use. Collectively, Power and Leasing will be referred to as The Companies in these financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash Equivalents

The Companies consider all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Construction Contract Accounting and Receivables

Construction contract earnings are generally reported on the percentage-of-completion method whereby that portion of the total contract price is accrued in the proportion that costs incurred bear to estimated total contract costs. Contract costs include all direct material, subcontractor and labor costs, and those indirect costs related to contract performance, such as indirect labor, supplies, tools, and repairs. General and administrative costs are charged to expense as incurred. Provisions for significant estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes to the total estimated contract revenue or cost, either due to unexpected events or revisions to management's estimates, for a given project are recognized in the period in which both parties approve the contract modification.

Remaining performance obligations represent the contract price on jobs for which work has not yet been performed. As of December 31, 2022 the aggregate amount of the contract price allocated to remaining performance obligations, both wholly and partially unsatisfied, was approximately \$569,789. The Companies expect to recognize revenue on substantially all of the remaining performance obligations over the next 12 months, with the remaining recognized thereafter.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Echo Power, LLC**
313 Walnut Street, Bunkie, LA 71322 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **Atlantic Specialty Insurance Company**
605 Highway 169 N., Ste. 800, Plymouth, MN 55441 (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of New York
as Surety, hereinafter called the Surety, are held and firmly bound unto **City of College Station, TX**
1101 Texas Avenue, College Station, TX 77842 (Here insert full name and address or legal title of Owner)

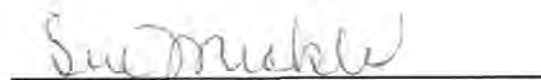
as Obligee, hereinafter called the Obligee, in the sum of **Five Percent Of Amount Bid**
Dollars (\$ **5% Of Bid**),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

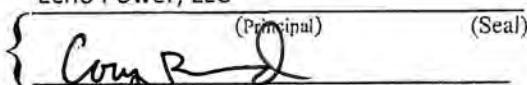
WHEREAS, the Principal has submitted a bid for **Electric Distribution Construction, RFP No. 24-029,**
Project No. **EL3000511,529,539** (Here insert full name, address and description of project)

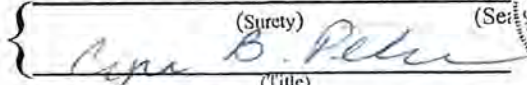
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **19th** day of **March** **20 24**


(Witness)


Sue Mickle (Witness)

Echo Power, LLC
(Principal) (Seal)

Cory Bernard (Title) Vice President

Atlantic Specialty Insurance Company
(Surety) (Seal)

Cyra B. Peterson, Attorney-in-Fact





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Mike Gardner, Cyra B. Peterson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

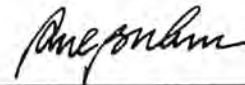
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

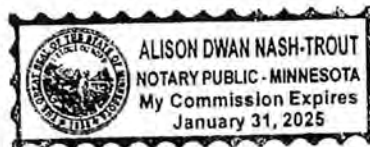
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



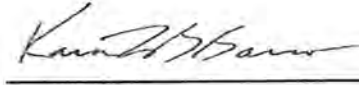

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 19th day of March, 2024.

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary

Please direct bond verifications to service@atlanticinsuranceny.com



1101 Texas Ave * College Station, TX 77840 * (979) 764-3555
www.cstx.gov

ADDENDUM # 1
RFP#24-029

Date: March 13, 2024
To: All Interested Parties
From: Robyn Forsyth, Buyer
Re: RFP#24-029 College Station Utilities Electric Distribution Construction

Pre-Bid Meeting, March 5, 2024, Attendees
Please see attached Pre-bid Attendees

Certification Page- This Certification Page was missing from CSP RFP#24-029. Please complete this form and Appendix A and return both with your response. Failure to leave one of these items out of your response, may disqualify your response.

Balcones Dr Pole- Revised Specifications, as requested.

QUESTIONS-

Pre-Bid March 5, 2024, regarding McCord Exhibit D Distribution Projects

1) Balcones Dr

- a) *Locate Pole#8- Does the contractor need to replace this Fiberglass pole or not?* Existing wood pole to be replaced. Fiberglass pole to be installed.
- b) *Poles 6&7 are missing the description on this project.* Corrected staking attached.
- c) *Pole 11 Leave pole or remove?* Leave pole.
- d) *Also labeled as construction pole #14?* Notes have been added to staking sheet.

2) Feeder 5312 Pole

- a) *There are 4 poles- How does contractor get to them? One suggestion was to drive through the ditch. Use ROW/Easement to access pole locations.*
- b) *Are the fiberglass poles that are the replacements, pre-drilled.* Yes, these are fabricated, drilled, and delivered pre-drilled. Some drilling may be required for miscellaneous items.

3) Inlow/ S College Re-Conductor

- a) *Has this stretch of road been re-staked? Yes, the road was re-staked a couple of weeks ago. This job will be re-staked at time contract award.*
- b) *Are there any Pole replacements in this project?* Yes, there are pole replacements.
- c) *Pole#17 & 19 Is the vendor to Reuse existing Fiberglass poles and move pole ?* Reuse existing fiberglass pole at location #17 only. Only 1 phase is being used currently.

4) Marion Pugh Line Upgrade

- a) *Traffic Control does the contractor need to provide Traffic Control?* Yes, this is a very busy street. Per CSP RFP# 24-029, Contractor's Responsibilities, Barricades Lights & Watchmen, pg. 36: This paragraph describes the contractor's responsibility for Traffic Control.
- b) *Has this project been re-staked?* Yes, project has recently been re-staked.
- c) *Pole# 23515-00 is at the dead end of street. Is it supposed to be in the project? If so, there are not descriptions??* This pole is not replaced in this project.
- d) *The "Footages" are not matching the drawings. Do we stay withing the footages?* Stay within the footages.

5) Pebble Creek Parkway- WD Fitch & Stone

Does the first band include pulling wire at Secondary Riser? Reuse pipe#27980. Set pole only.

6) ROCKPRAIRIE AREA OH RECONDUCTOR

- a) *Fiberglass replace arms- the instructions describe only changing the arms. Are there any pole change outs?* No pole changeouts
- b) *Locate 1 & 2 do the primary risers need protection? De-energizing?* Location 1 requires a scheduled outage for the riser feeding pad mount transformer. The other riser can be switched out and isolated. Location 2 riser can be switched out and isolated.
- c) *Does BTU cross these lines?* Yes, location is noted on staking sheet.

- d) *Does the Contractor handle Overhead Switching?* Yes
- e) *Will the Contractor be provided a Radio to communicate with CSU Electric?* Yes
- f) *Arc Flash?* Contractor will be responsible for adding and removing arc flash on circuits.

Please acknowledge receipt of this *Addendum No. 1* and submit with your proposal submission.

Cory Bernard
Authorized Signature

3/16/2024
Date

Echo Power, LLC
Company Name

ECHO POWERLINE

CSP RFP 24-029

Unit Price Schedule for CONSTRUCTION UNITS

SUMMARY

Aztec St. Pole Replacements	\$	<u>35,743.19</u>
Balcones Dr. Pole Replacements	\$	<u>60,679.64</u>
Feeder 5312 Pole Replacements	\$	<u>24,500.73</u>
Inlow-South College	\$	<u>74,111.38</u>
Marion Pugh Line Upgrade	\$	<u>74,041.48</u>
Pole Changeouts - WDF & Pebble Creek Pkwy	\$	<u>37,055.60</u>
Rock Prairie Area OH Reconductor	\$	<u>74,045.66</u>
GRAND TOTAL	\$	<u>380,177.68</u>

ECHO POWERLINE

CSP RFP# 24-029
Echo Powerline Response

Unit Price Schedule for
Aztec St. Pole Replacements

CONSTRUCTION UNITS								PF
								1.9
Item No.	Unit No.	Description	Unit	UG/OH	QTY	Unit Price Total	Extended Price	Comp Unit
					#	\$	\$	
1	(NEW) D-TRANSFERCOMM	TRANSFER COMMUNICATION TO NEW POLE	EA	OH	3	\$ 217.04	\$ 651.12	DRS5
2	(NEW) DA2	SINGLE PHASE DOUBLE SUPPORT	EA	OH	1	\$ 189.41	\$ 189.41	A2
3	(NEW) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	1	\$ 142.06	\$ 142.06	A5
4	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	2	\$ 315.69	\$ 631.38	E1-2
5	(NEW) DE3-10	PLASTIC GUY GUARD	EA	OH	1	\$ 78.93	\$ 78.93	E3-10
6	(NEW) DF40-FIBER	POLE 40FT FIBERGLASS COMPOSITE	EA	OH	4	\$ 1,157.52	\$ 4,630.08	F40-FIBER
7	(NEW) DFA1	SINGLE PHASE SINGLE SUPPORT FIBERGLASS	EA	OH	2	\$ 102.60	\$ 205.20	A1
8	(NEW) DG9	SINGLE PHASE TRANSFORMER ON SINGLE PHASE TANGENT CROSSARM	EA	OH	3	\$ 631.37	\$ 1,894.11	G9
9	(NEW) DK14	SERVICE CLEVIS	EA	OH	4	\$ 78.93	\$ 315.72	K14
10	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	\$ 264.39	\$ 264.39	M2-1
11	(NEW) DM2-11	GROUND ROD	EA	OH	4	\$ 157.85	\$ 631.40	M2-2
12	(NEW) DM2-1F	POLE GROUND FIBERGLASS GROUND ROD	EA	OH	4	\$ 264.39	\$ 1,057.56	M2-1
13	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	4	\$ 36.18	\$ 144.72	M52-3
14	(NEW) DUM5-1-1-SL	RISER 1 INCH SECONDARY	EA	UG	1	\$ 613.62	\$ 613.62	UM5
15	(NEW) DUM5-2-2-SVC	RISER 2 INCH SERVICE	EA	UG	2	\$ 659.66	\$ 1,319.32	UM5-2
16	(R) D-TOPPOLE	TOP POLE TO COMMUNICATION HEIGHT	EA	OH	1	\$ 420.93	\$ 420.93	TOP POLE
17	(R) D40-2	POLE 40FT CLASS 2 WOOD	EA	OH	3	\$ 762.91	\$ 2,288.73	40-2
18	(R) DA1	SINGLE PHASE SINGLE SUPPORT	EA	OH	2	\$ 78.93	\$ 157.86	A1
19	(R) DA2	SINGLE PHASE DOUBLE SUPPORT	EA	OH	1	\$ 134.16	\$ 134.16	A2
20	(R) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	1	\$ 94.72	\$ 94.72	A5
21	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	2	\$ 157.85	\$ 315.70	E1-2
22	(R) DG39	SINGLE PHASE TRANSFORMER ON THREE PHASE CIRC	EA	OH	2	\$ 394.61	\$ 789.22	G39
23	(R) DG9	SINGLE PHASE TRANSFORMER ON SINGLE PHASE TANGENT CROSSARM	EA	OH	1	\$ 394.61	\$ 394.61	G9
24	(R) DK14	SERVICE CLEVIS	EA	OH	4	\$ 55.25	\$ 221.00	K14
25	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	4	\$ 264.39	\$ 1,057.56	M2-1
26	(R) DM26-5	LIGHT SECURITY 100W	EA	OH	1	\$ 307.14	\$ 307.14	M26-5
27	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	4	\$ 36.18	\$ 144.72	M52-3
28	(R) DUM5-1-1-SL	RISER 1 INCH SECONDARY	EA	UG	1	\$ 175.60	\$ 175.60	UM5
29	(R) DUM5-2-2-SVC	RISER 2 INCH SERVICE	EA	UG	2	\$ 205.85	\$ 411.70	UM5-2
31	(T) DF1-2	10 INCH SINGLE HELIX ANCHOR W/7 inch ROD	EA	OH	2	\$ 476.16	\$ 952.32	F1-2
32	(T) DE3-10	PLASTIC GUY GUARD	EA	OH	1	\$ 142.06	\$ 142.06	E3-10
33	(T) DGP25-120/240	25KVA POLE CONV. 120/240	EA	OH	1	\$ 1,104.91	\$ 1,104.91	25 KVA
34	(T) DGP15-120/240	15KVA POLE CONV. 120/240	EA	OH	2	\$ 1,104.91	\$ 2,209.82	15 KVA
35	MISCELLANEOUS	DIGGING, CONDUIT WORK, AND ALL REPULLING OF WIRE	EA	OH/UG	LUMP SUM	\$ 11,651.41	\$ 11,651.41	MISC
TOTAL FOR CONSTRUCTION UNITS							\$ 35,743.19	368.49
(NEW) - New Units (R) - Retire Units (T) - Transfer Units Units are not included for digging the holes for the new poles to be set, any conduit work, or any repulling of overhead or underground wire. The contractor is to account for the cost of these miscellaneous units in their bid.								1.84

CSP RFP#24-029
ECHO POWERLINE

Unit Price Schedule for
Balcones Dr. Pole Replacements

PF

1.35

CONSTRUCTION UNITS

Item No.	Unit No.	Description	Unit	UG/OH	QTY #	Unit Price Total \$	Extended Price \$
1	(NEW) D-#2-TRI-SEC	#2 TRIPLEX OVERHEAD SECONDARY WIRE	FT	OH	101	\$ 3.27	\$ 330.27
2	(NEW) D-#6 DUPLEX-SL	#6 DUPLEX OVERHEAD WIRE	FT	OH	507	\$ 3.27	\$ 1,657.89
3	(NEW) D-TRANSFERCOMM	TRANSFER COMMUNICATION ON POLE TO NEW POLE	EA	OH	1	\$ 154.21	\$ 154.21
4	(NEW) D45-FBR	POLE 45FT FIBERGLASS/COMPOSITE	EA	OH	3	\$ 822.45	\$ 2,467.35
5	(NEW) DA5-2	SINGLE PHASE TAP CROSSARM CONST.	EA	OH	3	\$ 190.66	\$ 571.98
6	(NEW) DBL8	STREET LIGHT 8FT ARM	EA	OH	7	\$ 168.22	\$ 1,177.54
7	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	4	\$ 224.30	\$ 897.20
8	(NEW) DE2-2	3/8 SINGLE OVERHEAD GUY BOLTED	EA	OH	1	\$ 700.96	\$ 700.96
9	(NEW) DF1-2H	ANCHOR DBL HELIX	EA	OH	1	\$ 187.85	\$ 187.85
10	(NEW) DF50-FIBER 06	POLE 50FT FIB/COMP 6 DEGREE	EA	OH	2	\$ 1,416.87	\$ 2,833.74
11	(NEW) DF50-FIBER 12	POLE 50FT FIBER SELFSUP 12 DEGREE	EA	OH	1	\$ 1,558.93	\$ 1,558.93
12	(NEW) DCF1	THREE PHASE FIBERARM SUP 0-5 DEGREES	EA	OH	4	\$ 361.69	\$ 1,446.76
13	(NEW) DCF2	THREE PHASE DBL FIBER SUP 0-5 DEGREES	EA	OH	2	\$ 653.75	\$ 1,307.50
14	(NEW) DFC7A	THEE PHASE FIBERARM SINGLE DEADEND	EA	OH	1	\$ 1,187.88	\$ 1,187.88
15	(NEW) DFC7LG-10	THREE PHASE FIBERARM 10FT DEADEND LG	EA	OH	1	\$ 633.66	\$ 633.66
16	(NEW) DK14	SERVICE CLEVIS	EA	OH	7	\$ 56.08	\$ 392.56
17	(NEW) DM2-11	GROUND ROD	EA	OH	5	\$ 112.16	\$ 560.80
18	(NEW) DM2-1F	POLE GROUND FIBERGLASS GROUND ROD	EA	OH	6	\$ 187.85	\$ 1,127.10
19	(NEW) DM26-5-LED130	LED 130 COBRAHEAD BRONZE (200W)	EA	OH	8	\$ 280.38	\$ 2,243.04
20	(NEW) DM26-EYE-DIMGPS	ROAM PHOTO CONTROL DIMMING/GPS	EA	OH	8	\$ 56.08	\$ 448.64
21	(NEW) DM5-2	INSULATOR PRIMARY W/PIN POLE TOP	EA	OH	2	\$ 56.08	\$ 112.16
22	(NEW) DM5-4	INSULATOR W/PIN 90 DEGREE TO POLE	EA	OH	2	\$ 56.08	\$ 112.16
23	(NEW) DM5-5	INSULATOR PRIMARY W/PIN ARM	EA	OH	6	\$ 56.08	\$ 336.48
24	(NEW) DM5-9	CUTOUT SINGLE SHOT	EA	OH	3	\$ 185.06	\$ 555.18
25	(NEW) DM5-9-100T	100 AMP FUSELINK TYPE T	EA	OH	3	\$ 56.08	\$ 168.24
26	(NEW) DM5-9-50T	50 AMP FUSELINK TYPE T	EA	OH	6	\$ 56.08	\$ 336.48
27	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	6	\$ 25.70	\$ 154.20
28	(NEW) DUA1-1	RISER 2 INCH 1/0 URD THREE PHASE PRIMARY	EA	UG	2	\$ 1,558.93	\$ 3,117.86
29	(R) D-#4-TRI	#4 TRIPLEX OVERHEAD SERVICE WIRE	FT	OH	101	\$ 3.27	\$ 330.27
30	(R) D-TOPPOLE	TOP POLE AT COMMUNICATION HEIGHT	EA	OH	8	\$ 299.08	\$ 2,392.64
31	(R) D30-4	POLE 30FT CLASS 4 WOOD	EA	OH	1	\$ 448.61	\$ 448.61
32	(R) D35-3	POLE 35FT CLASS 3 WOOD	EA	OH	1	\$ 448.61	\$ 448.61
33	(R) D45-2	POLE 45FT CLASS 2 WOOD	EA	OH	1	\$ 542.07	\$ 542.07
34	(R) DA5-1	SINGLE PHASE TAP	EA	OH	2	\$ 89.72	\$ 179.44
35	(R) DA5-2	SINGLE PHASE TAP CROSSARM CONST.	EA	OH	1	\$ 89.72	\$ 89.72
36	(R) DBL8	STREET LIGHT 8FT ARM	EA	OH	1	\$ 420.58	\$ 420.58
37	(R) DC1	THREE PHASE CROSSARM SUP 0-5 DEGREES	EA	OH	4	\$ 229.92	\$ 919.68
38	(R) DC2	THREE PHASE CROSSARM DBL SUP 5-30 DEGREES	EA	OH	2	\$ 437.40	\$ 874.80
39	(R) DC7	THREE PHASE CROSSARM DEADEND	EA	OH	2	\$ 353.28	\$ 706.56
40	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	4	\$ 112.16	\$ 448.64
41	(R) DE2-2	3/8 SINGLE OVERHEAD GUY BOLTED	EA	OH	4	\$ 364.50	\$ 1,458.00
42	(R) DE3-10	PLASTIC GUY GUARD	EA	OH	4	\$ 44.86	\$ 179.44

K1-2C
K0-6C
DRS5
45-FBR
A5-2
BL8
E1-2
E2-2
F1-3
F50-FIBER 06
F50-FIBER 12
CF1
CF2
C7A
C7-1
K14
M2-2
M2-1
M26-5
M26-EYE-DIMGPS
M5-2
M5-4
M5-5
M5-9
FUSE
FUSE
M52-3
UA1
K1-6C
TOP POLE
30-4
35-3
P45-2
A5-1
A5-2
B8
C1
C2
C7
E1-2
E2-2
E3-10

CSP RFP#24-029
ECHO POWERLINE

Balcones Dr. Pole Replacements

CONSTRUCTION UNITS							
Item No.	Unit No.	Description	Unit	UG/OH	QTY #	Unit Price Total \$	Extended Price \$
43	(R) DF1-2	10 INCH SGL HELIX ANCHOR W/7 INCH ROD	EA	OH	4	\$ 150.47	\$ 601.88
44	(R) DFC7A1	THREE PHASE FIBERARM SINGLE DEADEND	EA	OH	1	\$ 706.56	\$ 706.56
45	(R) DJ6	SWINGING CLEVIS W/INSULATOR	EA	OH	1	\$ 56.08	\$ 56.08
46	(R) DK10	HOUSE KNOB SERVICE	EA	OH	3	\$ 39.26	\$ 117.78
47	(R) DK14	SERVICE CLEVIS	EA	OH	2	\$ 39.26	\$ 78.52
48	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	4	\$ 187.85	\$ 751.40
49	(R) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	1	\$ 72.90	\$ 72.90
50	(R) DM26-5-LED50	LED 50 COBRAHEAD BRONZE (100W)	EA	OH	3	\$ 218.23	\$ 654.69
51	(R) DM26-EYE-DIMGPS	ROAM PHOTO CONTROL DIMMING/GPS	EA	OH	3	\$ 43.46	\$ 130.38
52	(R) DM5-10	CUTOUT AND ARRESTER ASSEMBLY	EA	OH	9	\$ 201.88	\$ 1,816.92
53	(R) DM5-2	INSULATOR PRIMARY W/PIN POLE TOP	EA	OH	2	\$ 39.26	\$ 78.52
54	(R) DM5-4	INSULATOR W/PIN 90 DEGREES TO POLE	EA	OH	2	\$ 39.26	\$ 78.52
55	(R) DM5-5	INSULATOR PRIMARY W/PIN ARM	EA	OH	4	\$ 39.26	\$ 157.04
56	(R) DM5-9-SOLID	CUTOUT SINGLE SHOT SOLID FOR SINGLE PHASE	EA	OH	3	\$ 95.32	\$ 285.96
57	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	9	\$ 25.70	\$ 231.30
58	(R) DUA1	RISER 2 INCH 1/0 URD SINGLE PHASE PRIMARY	EA	UG	2	\$ 523.38	\$ 1,046.76
59	(R) DUA5	RISER 2 INCH SECONDARY GROUND CLAMP	EA	UG	1	\$ 72.90	\$ 72.90
60	(T) DM26-5-LED50	LED 50 COBRAHEAD BRONZE (100W)	EA	OH	3	\$ 498.61	\$ 1,495.83
61	(T) DM26-EYE-DIMGPS	ROAM PHOTO CONTROL DIMMING/GPS	EA	OH	3	\$ 99.54	\$ 298.62
62	MISCELLANEOUS	DIGGING, CONDUIT WORK, AND ALL REPULLING OF WIRE	EA	OH/UG	LUMP SUM	\$ 15,729.40	\$ 15,729.40
TOTAL FOR CONSTRUCTION UNITS							\$ 60,679.64

(NEW) - New Units
(R) - Retire Units
(T) - Transfer Units

Units are not included for digging the holes for the new poles to be set, any conduit work, or any repulling of overhead or underground wire. The contractor is to account for the cost of these miscellaneous units in their bid.

PF
1.35
Comp Unit
F1-2 C7A J6 K10 K14 M2-1 M2-2 M26-5 M26-EYE-DIMGPS M5-10 M5-2 M5-4 M5-5 M5-9 M52-3 UA1 UA5 M26-5 M26-EYE-DIMGPS MISC
625.56 3.13

CSP RFP # 23-029
ECHO POWERLINE
Unit Price Schedule for
Feeder 5312 Pole Replacements

CONSTRUCTION UNITS								PF
Item No.	Unit No.	Description	Unit	UG/OH	QTY #	Unit Price Total \$	Extended Price \$	2.1
1	(NEW) D-TRANSFERCOMM	TRANSFER COMMUNICATION ON POLE TO NEW POLE	EA	OH	1	\$ 239.88	\$ 239.88	DRS5 P45-2 50-FBR C1-2 M2-1 M2-2 M2-1 M2-2 M52-3 P45-2 50-2 C1-2 M2-2 M52-3 MISC
2	(NEW) D45-2	POLE 45FT CLASS 2 WOOD	EA	OH	3	\$ 959.53	\$ 2,878.59	
3	(NEW) D50-FBR	POLE 50FT FIBERGLASS/COMPOSITE	EA	OH	1	\$ 2,209.10	\$ 2,209.10	
4	(NEW) DFC1-2	THREE PHASE FIBERARM 0-5 DEGREES LGE CON	EA	OH	4	\$ 523.38	\$ 2,093.52	
5	(NEW) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	1	\$ 292.22	\$ 292.22	
6	(NEW) DM2-11	GROUND ROD	EA	OH	1	\$ 174.47	\$ 174.47	
7	(NEW) DM2-1F	POLE GROUND FIBERGLASS GROUND ROD	EA	OH	1	\$ 292.22	\$ 292.22	
8	(NEW) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	3	\$ 174.47	\$ 523.41	
9	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	4	\$ 39.98	\$ 159.92	
10	(R) D45-2	POLE 45FT CLASS 2 WOOD	EA	OH	3	\$ 843.21	\$ 2,529.63	
11	(R) D50-2	POLE 50FT CLASS 2 WOOD	EA	OH	1	\$ 1,424.75	\$ 1,424.75	
12	(R) DC1-2	THREE PHASE CROSSARM 0-5 DEGREES LGE COND	EA	OH	4	\$ 357.65	\$ 1,430.60	
13	(R) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	4	\$ 113.40	\$ 453.60	
14	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	4	\$ 39.98	\$ 159.92	
15	MISCELLANEOUS	DIGGING, CONDUIT WORK, AND ALL REPULLING OF WIRE	EA	OH/UG	LUMP SUM	\$ 9,638.90	\$ 9,638.90	
TOTAL FOR CONSTRUCTION UNITS							\$ 24,500.73	252.58 1.26
(NEW) - New Units (R) - Retire Units (T) - Transfer Units								
Units are not included for digging the holes for the new poles to be set, any conduit work, or any repulling of overhead or underground wire. The contractor is to account for the cost of these miscellaneous units in their bid.								

CSP RFP# 24-029
ECHO POWERLINE

Unit Price Schedule for Inlow-South College Re-Conductor								PF
CONSTRUCTION UNITS								0.965
Item No.	Unit No.	Description	Unit	UG/OH	QTY #	Unit Price Total \$	Extended Price \$	
1	(NEW) D-#477-AAC	477 AAC OVERHEAD WIRE	FT	OH	8,344	\$ 1.67	\$ 13,934.48	477AACB
2	(NEW) D-#6 DUPLEX-SL	#6 DUPLEX OVERHEAD WIRE	FT	OH	2,078	\$ 2.34	\$ 4,862.52	K0-6C
3	(NEW) D45-FBR	POLE 45FT FIBERGLASS/COMPOSITE	EA	OH	4	\$ 587.90	\$ 2,351.60	45-FBR
4	(NEW) D50-FBR	POLE 50FT FIBERGLASS/COMPOSITE	EA	OH	1	\$ 1,015.13	\$ 1,015.13	50-FBR
5	(NEW) DA5-2	SINGLE PHASE TAP CROSSARM CONST.	EA	OH	1	\$ 136.29	\$ 136.29	A5-2
6	(NEW) DA6	SINGLE PHASE DEADEND DOUBLE	EA	OH	1	\$ 370.11	\$ 370.11	A6
7	(NEW) DBL16	STREET LIGHT 16FT ARM	EA	OH	4	\$ 180.38	\$ 721.52	BL16
8	(NEW) DBL8	STREET LIGHT 8FT ARM	EA	OH	5	\$ 120.25	\$ 601.25	BL8
9	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	3	\$ 160.33	\$ 480.99	E1-2
10	(NEW) DE12X	3/8 DBL DOWN GUY TEE PLATE	EA	OH	2	\$ 280.59	\$ 561.18	E1-4S
11	(NEW) DE3-2A	3/8 SINGLE DOWN GUY TEE PLATE	EA	OH	1	\$ 200.42	\$ 200.42	E3-2
12	(NEW) DF1-3H	ANCHOR TRP HELIX	EA	OH	3	\$ 134.28	\$ 402.84	F1-3S
13	(NEW) DF50-FIBER 06	POLE 50FT FIB/COMP 6 DEGREE	EA	OH	2	\$ 1,012.80	\$ 2,025.60	F50-FIBER 06
14	(NEW) DF50-FIBER 12	POLE 50FT FIBER SELFSUP 12 DEGREE	EA	OH	1	\$ 1,114.34	\$ 1,114.34	F50-FIBER 12
15	(NEW) DFC1-2	THREE PHASE FIBERARM 0-5 DEGREE LGE CON	EA	OH	6	\$ 240.51	\$ 1,443.06	C1-2
16	(NEW) DFC2-2	THREE PHASE DBL FIBER SUP 5-30 DEGREES	EA	OH	3	\$ 424.89	\$ 1,274.67	C2-2
17	(NEW) DFC7A	THREE PHASE FIBERARM SINGLE DEADEND	EA	OH	3	\$ 849.11	\$ 2,547.33	C7A
18	(NEW) DFC8A	THREE PHASE FIBERARM DBL DEADEND	EA	OH	1	\$ 921.60	\$ 921.60	C8A
19	(NEW) DG39	SINGLE TRANSFORMER ON THREE PHASE CIRCUIT	EA	OH	2	\$ 320.67	\$ 641.34	G39
20	(NEW) DGP 5-120/240	5kVA POLE CONV. 120/240	EA	OH	1	\$ 156.66	\$ 156.66	5 KVA
21	(NEW) DGP .5-120	.5kVA POLE CONV. 120	EA	OH	1	\$ 156.66	\$ 156.66	1.5 KVA
22	(NEW) DK14	SERVICE CLEVIS	EA	OH	3	\$ 40.09	\$ 120.27	K14
23	(NEW) DK14-SEC	SERVICE CLEVIS	EA	OH	10	\$ 40.09	\$ 400.90	K14C
24	(NEW) DM2-11	GROUND ROD	EA	OH	9	\$ 80.17	\$ 721.53	M2-2
25	(NEW) DM2-1F	POLE GROUND FIBERGLASS GROUND ROD	EA	OH	9	\$ 134.28	\$ 1,208.52	M2-1
26	(NEW) DM26-5-LED130	LED 130 COBRAHEAD BRONZE (200W)	EA	OH	9	\$ 200.42	\$ 1,803.78	M26-5
27	(NEW) DM26-EYE-DIMGPS	ROAM PHOTO CONTROL DIMMING/GPS	EA	OH	9	\$ 40.09	\$ 360.81	M26-EYE-DIMGPS
28	(NEW) DM42-13	PRIMARY DEADEND ASSEMBLY LRG	EA	OH	4	\$ 72.48	\$ 289.92	M42-13-336
29	(NEW) DM5-23	78 INCH FISH	EA	OH	1	\$ 52.11	\$ 52.11	M5-23
30	(NEW) DM5-9-100T	100 AMP FUSELINK TYPE T	EA	OH	1	\$ 40.09	\$ 40.09	FUSE
31	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	12	\$ 18.37	\$ 220.44	M52-3
32	(R) D-#2-ACSR	#2 ACSR OVERHEAD WIRE	FT	OH	8,572	\$ 0.76	\$ 6,514.72	D2ACSR
33	(R) D-#4-ACSR-ST LIGHT (SEC)	#4 ACSR OVERHEAD WIRE FOR STREET LGIHTS	FT	OH	1,383	\$ 0.62	\$ 857.46	D4ACSR
34	(R) D-#6 DUPLEX	D-#6 DUPLEX OVERHEAD WIRE	FT	OH	220	\$ 0.67	\$ 147.40	K0-6C
35	(R) D-TOPPOLE	TOP POLE TO COMMUNICATION LEVEL	EA	OH	5	\$ 213.79	\$ 1,068.95	TOP POLE
36	(R) D40-2	POLE 40FT CLASS 2 WOOD	EA	OH	4	\$ 387.48	\$ 1,549.92	40-2
37	(R) D45-2	POLE 45FT CLASS 2 WOOD	EA	OH	1	\$ 387.48	\$ 387.48	P45-2
38	(R) D45-FBR	POLE 45FT FIBERGLASS/COMPOSITE	EA	OH	1	\$ 516.75	\$ 516.75	45-FBR
39	(R) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	1	\$ 48.11	\$ 48.11	A5
40	(R) DC1	THREE PHASE CROSSARM SUP 0-5 DEGREES	EA	OH	6	\$ 164.35	\$ 986.10	C1

CSP RFP# 24-029
ECHO POWERLINE

Unit Price Schedule for Inlow-South College Re-Conductor								PF
CONSTRUCTION UNITS								0.965
Item No.	Unit No.	Description	Unit	UG/OH	QTY #	Unit Price Total \$	Extended Price \$	
41	(R) DC2	THREE PHASE CROSSARM DBL SUP 5-30 DEGREES	EA	OH	2	\$ 312.66	\$ 625.32	C2
42	(R) DE2-2	3/8 SINGLE OVERHEAD GUY BOLTED	EA	OH	1	\$ 260.55	\$ 260.55	E2-2
43	(R) DC3	THREE PHASE VERTICAL CONST 30-60 DEGREES	EA	OH	1	\$ 226.14	\$ 226.14	C3
44	(R) DC5-1	THREE PHASE VERT DEADEND LGE COND	EA	OH	1	\$ 219.12	\$ 219.12	C5-1
45	(R) DC7	THREE PHASE XARM DEADEND	EA	OH	3	\$ 252.53	\$ 757.59	C7
46	(R) DC8	THREE PHASE XARM DBL DEADEND	EA	OH	2	\$ 564.85	\$ 1,129.70	C8
47	(R) DE3-2	3/8 SINGLE DOWN GUY WRAPPED	EA	OH	5	\$ 100.22	\$ 501.10	E3-2
48	(R) DF1-3	ANCHOR EXPANDING 10,000 LBS	EA	OH	3	\$ 107.56	\$ 322.68	F1-3
49	(R) DFC7A	THREE PHASE FIBERARM SINGL.DEADEND	EA	OH	1	\$ 505.06	\$ 505.06	C7A
50	(R) DG39	SINGLE PHASE TRANSFORMER ON 3 PH CIRC	EA	OH	1	\$ 200.42	\$ 200.42	G39
51	(R) DGP 5-120/240	5KVA POLE CONV. 120/240	EA	OH	1	\$ 101.88	\$ 101.88	5 KVA
52	(R) DGP15-120/240	15KVA POLE CONV. 120/240	EA	OH	1	\$ 267.23	\$ 267.23	15 KVA
53	(R) DJ5	DOUBLE UPSET BOLT W/INSULATOR	EA	OH	3	\$ 12.02	\$ 36.06	J5
54	(R) DJ6	SWINGING CLEVIS W/INSULATOR	EA	OH	1	\$ 40.09	\$ 40.09	J6
55	(R) DK14	SERVICE CLEVIS	EA	OH	3	\$ 28.06	\$ 84.18	K14
56	(R) DM2-1	SERVICE CLEVIS	EA	OH	1	\$ 134.28	\$ 134.28	M2-1
57	(R) DM2-11	GROUND ROD	EA	OH	1	\$ 52.11	\$ 52.11	M2-2
58	(R) DM2-1ST	POLE GROUND STEEL	EA	OH	1	\$ 134.28	\$ 134.28	M2-1
59	(R) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	6	\$ 52.11	\$ 312.66	M2-2
60	(R) DM26-5-LED130	LED 130 COBRAHEAD BRONZE (200W)	EA	OH	2	\$ 155.99	\$ 311.98	M26-5
61	(R) DM26-5-LED50	LED 50 COBRAHEAD BRONZE (100W)	EA	OH	4	\$ 155.99	\$ 623.96	M26-5
62	(R) DM26-EYE-DIMGPS	ROAM PHOTO CONTROL DIMMING/GPS	EA	OH	6	\$ 31.06	\$ 186.36	M26-EYE-DIMGPS
63	(R) DM3-3A	3 PHASE IN-LINE SWITCHES	EA	OH	3	\$ 390.83	\$ 1,172.49	M3-3A
64	(R) DM42-13	PRIMARY DEADEND ASSEMBLY LRG	EA	OH	4	\$ 48.43	\$ 193.72	M42-13-336
65	(R) DM5-14	CROSSARM 8 ft. WOOD	EA	OH	4	\$ 58.79	\$ 235.16	M5-14
66	(R) DM5-20	INSULATOR BELL POLYMER	EA	OH	3	\$ 33.07	\$ 99.21	M5-20
67	(R) DM5-21	EYEBOLT W/ANCHOR SHACKLE	EA	OH	1	\$ 28.06	\$ 28.06	M5-21
68	(R) DM5-4	INSULATOR W/PIN 90 DEG TO POLE	EA	OH	4	\$ 28.06	\$ 112.24	M5-4
69	(R) DM5-5	INSULATOR PRIMARY W/PIN ARM	EA	OH	10	\$ 28.06	\$ 280.60	M5-5
70	(R) DM5-6	ARRESTER LIGHTNING 10KV HD	EA	OH	3	\$ 76.16	\$ 228.48	M5-6
71	(R) DM5-9	CUTOUT SINGLE SHOT	EA	OH	1	\$ 68.14	\$ 68.14	M5-9
72	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	11	\$ 18.37	\$ 202.07	M52-3
73	MISCELLANEOUS	DIGGING, CONDUIT WORK, AND ALL REPULLING OF WIRE	EA	OH/UG	LUMP SUM	\$ 11,243.61	\$ 11,243.61	MISC
TOTAL FOR CONSTRUCTION UNITS							\$ 74,111.38	764.03 3.82
(NEW) - New Units (R) - Retire Units (T) - Transfer Units Units are not included for digging the holes for the new poles to be set, any conduit work, or any repulling of overhead or underground wire. The contractor is to account for the cost of these miscellaneous units in their bid.								

CSP RFP#24-029
ECHO POWERLINE

Unit Price Schedule for Marion Pugh Line Upgrade								PF
CONSTRUCTION UNITS								1.82
Item No.	Unit No.	Description	Unit	UG/OH	QTY #	Unit Price Total \$	Extended Price \$	
1	-#2-ACSR	#2 ACSR OVERHEAD WIRE	FT	OH	200	\$ 1.93	\$ 386.00	D2ACSR
2	-#477-AAC	477 AAC OVERHEAD WIRE	FT	OH	4,212	\$ 3.15	\$ 13,267.80	477AACB
3	45-FBR	POLE 45FT FIBERGLASS/COMPOSITE	EA	OH	4	\$ 1,108.78	\$ 4,435.12	45-FBR
5	A5	SINGLE PHASE SINGLE DEADEND	EA	OH	1	\$ 136.08	\$ 136.08	A5
6	A5-2	SINGLE PHASE TAP CROSSARM CONST.	EA	OH	1	\$ 257.04	\$ 257.04	A5-2
7	E1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	2	\$ 302.39	\$ 604.78	E1-2
8	E3-2A	3/8 SINGLE DOWN GUY TEE PLATE	EA	OH	1	\$ 378.00	\$ 378.00	E3-2
9	F1-3H	ANCHOR TRP HELIX	EA	OH	1	\$ 253.25	\$ 253.25	F1-3S
10	F40-FIBER	POLE 40 ft. FIBERGLASS COMPOSITE	EA	OH	1	\$ 1,108.78	\$ 1,108.78	F40-FIBER
11	F50-FIBER 06	POLE 50 FT FIB/COMP 6 DEGREES	EA	OH	2	\$ 1,910.14	\$ 3,820.28	F50-FIBER 06
12	FC1-2	THREE PHASE FIBERARM 0-5 DEGREES LGE CON	EA	OH	4	\$ 453.60	\$ 1,814.40	C1-2
13	FC2-2	THREE PHASE DBL FIBER SUP 5-30 DEGREES	EA	OH	1	\$ 801.35	\$ 801.35	C2-2
14	FC8A	THREE PHASE FIBERARM DBL DEADEND	EA	OH	1	\$ 1,738.15	\$ 1,738.15	C8A
15	G10	SINGLE PHASE TRANSFORMER ON SINGLE PHASE DEADEND	EA	OH	1	\$ 604.79	\$ 604.79	G10
16	G39	SINGLE PHASE TRANSFORMER ON THREE PHASE CIRC	EA	OH	4	\$ 604.79	\$ 2,419.16	G39
17	GP50-120/240	50KVA POLE CONV. 120/240	EA	OH	1	\$ 604.79	\$ 604.79	50 KVA
18	GP75-120/240	75KVA POLE CONV. 120/240	EA	OH	2	\$ 626.21	\$ 1,252.42	75 KVA
19	K14	SERVICE CLEVIS	EA	OH	4	\$ 75.60	\$ 302.40	K14
20	M2-1	POLE GROUND WOOD GROUND ROD	EA	OH	2	\$ 253.25	\$ 506.50	M2-1
21	M2-11	GROUND ROD	EA	OH	6	\$ 151.21	\$ 907.26	M2-2
22	M2-1F	POLE GROUND FIBERGLASS GR ROD	EA	OH	7	\$ 253.25	\$ 1,772.75	M2-1
23	M26-5-LED130	LED 130 COBRAHEAD BRONZE (200W)	EA	OH	2	\$ 378.00	\$ 756.00	M26-5
24	M26-5-LED50	LED 50 COBRAHEAD BRONZE (100W)	EA	OH	1	\$ 378.00	\$ 378.00	M26-5
25	M26-EYE-DIMGPS	ROAM PHOTO CONTROL DIMMING/GP	EA	OH	3	\$ 75.60	\$ 226.80	M26-EYE-DIMGPS
26	M42-13	PRIMARY DEADEND ASSEMBLY LRG	EA	OH	4	\$ 136.70	\$ 546.80	M42-13-336
27	M5-23	78 INCH FISH	EA	OH	1	\$ 98.28	\$ 98.28	M5-23
28	M5-9-20T	20 AMP FUSELINK TYPE T	EA	OH	1	\$ 75.60	\$ 75.60	FUSE
29	M52-3-OH	NUMBERING OVERHEAD	EA	OH	7	\$ 34.65	\$ 242.55	M52-3
30	(R) D-#2-ACSR	#2 ACSR OVERHEAD WIRE	FT	OH	200	\$ 1.93	\$ 386.00	D2ACSR
31	(R) D-#4/0-ACSR	#4/0 ACSR OVERHEAD WIRE	FT	OH	4,212	\$ 2.27	\$ 9,561.24	D4/0ACSR
32	(R) D-TOPPOLE	TOP POLE TO COMMUNICATION LEVEL	EA	OH	7	\$ 403.20	\$ 2,822.40	TOP POLE
33	(R) DA5	SINGLE PHASE SINGLE DEADEND	EA	OH	1	\$ 90.73	\$ 90.73	A5
34	(R) DA5-1	SINGLE PHASE TAP	EA	OH	1	\$ 120.96	\$ 120.96	A5-1
35	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	1	\$ 151.21	\$ 151.21	E1-2
36	(R) DG10	SINGLE PHASE TRANSFORMER ON SINGLE PHASE DEADEND	EA	OH	1	\$ 378.00	\$ 378.00	G10
37	(R) DG39	SINGLE PHASE TRANSFORMER ON THREE PHASE CIRC	EA	OH	2	\$ 378.00	\$ 756.00	G39
38	(R) DGP167-120/240	167KVA POLE CONV. 120/240	EA	OH	2	\$ 1,108.16	\$ 2,216.32	167 KVA

CSP RFP#24-029
ECHO POWERLINE

Unit Price Schedule for Marion Pugh Line Upgrade								PF
CONSTRUCTION UNITS								1.82
Item No.	Unit No.	Description	Unit	UG/OH	QTY #	Unit Price Total \$	Extended Price \$	
39	(R) DJ-HOOK	J HOOK	EA	OH	1	\$ 52.93	\$ 52.93	K10 J8 K14 M2-1 M2-2 M26-5 M26-EYE-DIMGPS M5-10 M5-23 M5-6 M5-9 M52-3 C1 MISC 763.31 3.82
40	(R) DJ8	SINGLE UPSET BOLT W/INSULATOR	EA	OH	1	\$ 22.68	\$ 22.68	
41	(R) DK14	SERVICE CLEVIS	EA	OH	5	\$ 52.93	\$ 264.65	
42	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	5	\$ 253.25	\$ 1,266.25	
43	(R) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	2	\$ 98.28	\$ 196.56	
44	(R) DM26-5-LED50	LED 50 COBRAHEAD BRONZE (100W)	EA	OH	1	\$ 294.20	\$ 294.20	
45	(R) DM26-EYE-DIMGPS	ROAM PHOTO CONTROL DIMMING/GPS	EA	OH	1	\$ 58.59	\$ 58.59	
46	(R) DM5-10	CUTOUT AND ARRESTER ASSEMBLY	EA	OH	2	\$ 272.16	\$ 544.32	
47	(R) DM5-23	78 INCH FISH	EA	OH	1	\$ 75.60	\$ 75.60	
48	(R) DM5-6	ARRESTER LIGHTNING 10KV HD	EA	OH	1	\$ 143.63	\$ 143.63	
49	(R) DM5-9	CUTOUT SINGLE SHOT	EA	OH	1	\$ 128.51	\$ 128.51	
50	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	3	\$ 34.65	\$ 103.95	
51	(R) DNP-C1	NARROW PROFILE THREE PHASE SINGLE SUP	EA	OH	6	\$ 309.96	\$ 1,859.76	
52	MISCELLANEOUS	DIGGING, CONDUIT WORK, AND ALL REPULLING OF WIRE	EA	OH/UG	LUMP SUM	\$ 12,851.86	\$ 12,851.86	
TOTAL FOR CONSTRUCTION UNITS							\$ 74,041.48	
(NEW) - New Units (R) - Retire Units (T) - Transfer Units Units are not included for digging the holes for the new poles to be set, any conduit work, or any repulling of overhead or underground wire. The contractor is to account for the cost of these miscellaneous units in their bid.								

CSP RFP#24-029
ECHO POWERLINE

Unit Price Schedule for Pole Changeouts Along William D Fitch Parkway and Pebble Creek Parkway								PF 0.975
CONSTRUCTION UNITS								
Item No.	Unit No.	Description	Unit	UG/OH	QTY #	Unit Price Total \$	Extended Price \$	
1	(NEW) D-TRANSFERCOMM	TRANSFER COMMUNICATION ON POLE TO NEW POLE	EA	OH	6	\$ 111.37	\$ 668.22	DRS5
2	(NEW) D50-FBR	POLE 50FT CLASS 2 WOOD	EA	OH	7	\$ 1,025.65	\$ 7,179.55	50-FBR
3	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	1	\$ 162.00	\$ 162.00	E1-2
4	(NEW) DFC1-2	THREE PHASE FIBERARM 0-5 DEGREES LGE CON	EA	OH	5	\$ 243.00	\$ 1,215.00	C1-2
5	(NEW) DFC1-3	THREE PHASE FIBERARM DBL SUP 0-5 DEGREES	EA	OH	2	\$ 429.29	\$ 858.58	C1-3
6	(NEW) DG39	SINGLE PHASE TRANSFORMER ON THREE PHASE CIRC	EA	OH	3	\$ 323.99	\$ 971.97	G39
7	(NEW) DGP 5-120/240	5KVA POLE CONV. 120/240	EA	OH	2	\$ 158.28	\$ 316.56	5 KVA
8	(NEW) DM2-11	GROUND ROD	EA	OH	7	\$ 81.00	\$ 567.00	M2-2
9	(NEW) DM2-1F	POLE GROUND FIBERGLASS GR ROD	EA	OH	7	\$ 135.67	\$ 949.69	M2-1
10	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	7	\$ 18.56	\$ 129.92	M52-3
11	(NEW) DUA1-1	RISER 2 INCH 1/0 URD THREE PHASE PRIMARY	EA	UG	2	\$ 1,125.89	\$ 2,251.78	UA1
12	(NEW) DUM5-1-2-SL	RISER 2 INCH SECONDARY	EA	UG	3	\$ 338.51	\$ 1,015.53	UM5-2
13	(NEW) DUM5-2-2	RISER 2 INCH SECONDARY	EA	UG	1	\$ 338.51	\$ 338.51	UM5-2
14	(NEW) DUM5-2-2-SVC	RISER 2 INCH SERVICE	EA	UG	2	\$ 338.51	\$ 677.02	UM5-2
15	(R) D-TOPPOLE	TOP POLE TO COMMUNICATION HEIGHT	EA	OH	1	\$ 216.00	\$ 216.00	TOP POLE
16	(R) D50-2	POLE 50FT CLASS 2 WOOD	EA	OH	6	\$ 661.49	\$ 3,968.94	50-2
17	(R) DC1-2	THREE PHASE CROSSARM 0-5 DEGREES LGE COND	EA	OH	5	\$ 166.05	\$ 830.25	C1-2
18	(R) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	1	\$ 81.00	\$ 81.00	E1-2
19	(R) DFC1-3	THREE PHASE FIBERARM DBL SUP.0-5 DEGREES	EA	OH	2	\$ 315.90	\$ 631.80	C1-3
20	(R) DG39	SINGLE PHASE TRANSFORMER ON THREE PHASE CIRC	EA	OH	3	\$ 202.50	\$ 607.50	G39
21	(R) DGP 5-120/240	5KVA POLE CONV. 120/240	EA	OH	1	\$ 102.94	\$ 102.94	5 KVA
22	(R) DGP15-120/240	15KVA POLE CONV. 120/240	EA	OH	1	\$ 270.00	\$ 270.00	15 KVA
23	(R) DM2-1	POLE GROUND WOOD GROUND ROD	EA	OH	3	\$ 135.67	\$ 407.01	M2-1
24	(R) DM2-2	POLE GROUND WOOD BUTT WRAP	EA	OH	4	\$ 52.65	\$ 210.60	M2-2
25	(R) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	7	\$ 18.56	\$ 129.92	M52-3
26	(R) DUA1-1	RISER 2 INCH 1/0 URD THREE PHASE PRIMARY	EA	UG	2	\$ 378.00	\$ 756.00	UA1
27	(R) DUM5-1-2-SL	RISER 2 INCH SECONDARY	EA	UG	5	\$ 105.63	\$ 528.15	UM5-2
28	(R) DUM5-2-2	RISER 2 INCH SECONDARY	EA	UG	1	\$ 105.63	\$ 105.63	UM5-2
29	(R) DUM5-2-2-SVC	RISER 2 INCH SERVICE	EA	UG	2	\$ 105.63	\$ 211.26	UM5-2
30	(T) DF1-2	10 INCH SINGLE HELIX ANCHOR W/7 inch ROD	EA	OH	1	\$ 244.34	\$ 244.34	F1-2
31	(T) DGP15-120/240	5KVA POLE CONV. 120/240	EA	OH	1	\$ 566.99	\$ 566.99	15 KVA
32	(T) DK14	SERVICE CLEVIS	EA	OH	1	\$ 68.85	\$ 68.85	K14
33	(T) DM5-6	ARRESTER LIGHTNING 10KV HD	EA	OH	1	\$ 243.00	\$ 243.00	M5-6
34	(T) DUC6	RISER 750 POTHEAD MOUNT	EA	UG	1	\$ 2,689.17	\$ 2,689.17	UC6
35	MISCELLANEOUS	DIGGING, CONDUIT WORK, AND ALL REPULLING OF WIRE	EA	OH/UG	LUMP SUM	\$ 6,884.92	\$ 6,884.92	MISC
TOTAL FOR CONSTRUCTION UNITS							\$ 37,055.60	382.02 1.91
(NEW) - New Units (R) - Retire Units (T) - Transfer Units Units are not included for digging the holes for the new poles to be set, any conduit work, or any repulling of overhead or underground wire. The contractor is to account for the cost of these miscellaneous units in their bid.								

CSP RFP#24-029
ECHO POWERLINE

Unit Price Schedule for Rock Prairie Overhead Reconductor								PF
CONSTRUCTION UNITS								1.345
Item No.	Unit No.	Description	Unit	UG/OH	QTY #	Unit Price Total \$	Extended Price \$	
1	(NEW) D-#477-AAC	477 AAC OVERHEAD WIRE	FT	OH	9,116	\$ 2.33	\$ 21,240.28	477AACB
2	(NEW) DE1-2	3/8 SINGLE DOWN GUY BOLTED	EA	OH	2	\$ 223.47	\$ 446.94	E1-2
3	(NEW) DE3-2A	3/8 SINGLE DOWN GUY TEE PLATE	EA	OH	1	\$ 279.34	\$ 279.34	E3-2
4	(NEW) DF1-3H	ANCHOR TRP HELIX	EA	OH	2	\$ 187.16	\$ 374.32	F1-3S
5	(NEW) DFC1-2	THREE PHASE FIBERARM 0-5 DEGREES LGE CON	EA	OH	10	\$ 335.21	\$ 3,352.10	C1-2
6	(NEW) DFC2-2	THREE PHASE DBL FIBER SUP 5-30 DEGREES	EA	OH	2	\$ 592.20	\$ 1,184.40	C2-2
7	(NEW) DM2-1ST	POLE GROUND STEEL	EA	OH	1	\$ 187.16	\$ 187.16	M2-1
8	(NEW) DM42-13	PRIMARY DEADEND ASSEMBLY LRG	EA	OH	8	\$ 101.02	\$ 808.16	M42-13-336
9	(NEW) DM52-3-OH	NUMBERING OVERHEAD	EA	OH	1	\$ 25.61	\$ 25.61	M52-3
10	(NEW) DUA1-1	RISER 2 INCH 1/0 URD THREE PHASE PRIMARY	EA	UG	8	\$ 1,553.15	\$ 12,425.20	UA1
11	(NEW) DUM5-2-4-SVC	RISER 4 INCH SERVICE	EA	UG	1	\$ 502.36	\$ 502.36	UM5-3
12	(R) D-1/0-ACSR	1/0 ACSR OVERHEAD WIRE	FT	OH	8,558	\$ 1.12	\$ 9,584.96	D1/0ACSR
13	(R) DC1	THREE PHASE CROSSARM SUP 0-5 DEGREES	EA	OH	5	\$ 229.07	\$ 1,145.35	C1
14	(R) DC2	THREE PHASE CROSSARM DBL SUP 5-30 DEGREES	EA	OH	1	\$ 435.78	\$ 435.78	C2
15	(R) DC7	THREE PHASE CROSSARM DEADEND	EA	OH	1	\$ 351.97	\$ 351.97	C7
16	(R) DE3-2	3/8 SINGLE DOWN GUY WRAPPED	EA	OH	2	\$ 139.68	\$ 279.36	E3-2
17	(R) DF1-2	10 INCH SINGLE HELIX ANCHOR W/7 INCH ROD	EA	OH	1	\$ 149.91	\$ 149.91	F1-2
18	(R) DF1-3	ANCHOR EXPANDING 10,000 LBS	EA	OH	1	\$ 149.91	\$ 149.91	F1-3
19	(R) DFC1	THREE PHASE FIBERARM SUP 0-5 DEGREES	EA	OH	3	\$ 229.07	\$ 687.21	C1
20	(R) DFC2	THREE PHASE DBL FIBER SUP 0-5 DEGREES	EA	OH	1	\$ 435.78	\$ 435.78	C2
21	(R) DUA1	RISER 2 INCH 1/0 URD SINGLE PHASE PRIMARY	EA	UG	7	\$ 521.44	\$ 3,650.08	UA1
22	(R) DUA1-1	RISER 2 INCH 1/0 URD THREE PHASE PRIMARY	EA	UG	1	\$ 521.44	\$ 521.44	UA1
23	(R) DUM5-2-4-SVC	RISER 4 INCH SERVICE	EA	UG	1	\$ 156.89	\$ 156.89	UM5-3
24	MISCELLANEOUS	DIGGING, CONDUIT WORK, AND ALL REPULLING OF WIRE	EA	OH/UG	LUMP SUM	\$ 15,671.15	\$ 15,671.15	MISC
TOTAL FOR CONSTRUCTION UNITS							\$ 74,045.66	763.36
(NEW) - New Units (R) - Retire Units (T) - Transfer Units								3.82
Units are not included for digging the holes for the new poles to be set, any conduit work, or any repulling of overhead or underground wire. The contractor is to account for the cost of these miscellaneous units in their bid.								

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Echo Power, LLC
Bunkie, LA United States

Certificate Number:
2024-1156364

Date Filed:
05/03/2024

Date Acknowledged:
05/06/24 Rf

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of College Station

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24300458
Electric distribution construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the ____ day of _____, 20____.
(month) (year)

r A91M
Signature of authorized agent of contracting business entity
(Declarant)

All Bills Paid Affidavit

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on this day personally appeared
Echo Power, LLC dba Echo Powerline _____,
hereinafter referred to as "CONTRACTOR" for all work having been performed at:
_____.

The City of College Station, the owner or agent for owner of said property, has contracted with
CONTRACTOR for work to be performed at the address shown herein and evidenced by separate contract,
Contract No. 24300463 _____, hereinafter referred to as the "Contract".

CONTRACTOR now testifies that all work has been completed and all materials are in place as
agreed to in the Contract and that ALL BILLS for labor, materials, and other items CONTRACTOR may
be responsible for as outlined in the Contract have been PAID IN FULL by CONTRACTOR, except for
the following:

CONTRACTOR agrees and understands that if any BILLS, for any items, which CONTRACTOR
is responsible for as shown in the Contract, are presented after the signing of this AFFIDAVIT, then
CONTRACTOR will be liable for prosecution by law, as well as remaining financially responsible for full
payment of ANY and ALL BILLS.

CONTRACTOR further agrees, by the signing of this AFFIDAVIT, that this statement is true and
correct, and that this AFFIDAVIT may be used against CONTRACTOR in any and all proceedings at law,
civil or criminal.

CONTRACTOR Signature: _____

IF D/B/A, Show Business Name: _____

TITLE: _____

Sworn to and subscribed before me this ____ day of _____, 20__, A.D.

Notary Public in and for State of _____

My Commission Expires: _____

May 23, 2024
Item No. 7.3.
Church and Stasney 4-Way Stop

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, Traffic and Vehicles, Article IV, Traffic Schedules, Section 38-1002, Traffic Schedule II, four-way stop intersections by adding the intersection of Church Avenue and Stasney Street.

Relationship to Strategic Goals:

Core Services & Infrastructure, Improving Mobility, Neighborhood Integrity

Recommendation(s): Staff recommends approval.

Summary: The purpose of this ordinance is to add East-West stop signs at the intersection of Church Avenue and Stasney Street, creating a 4-way stop at said intersection in the Northgate District. This area sees a large amount of pedestrian and vehicular traffic and is one of two intersections on Church Avenue that are currently not all-way stops.

A Traffic Survey was completed in January 2024 that justified the addition of “multi-way stop control would improve traffic operational characteristics of the intersection”. This will standardize 4-way stops at all street intersections of Church Avenue, which will slow the speed of vehicular traffic on this street and will allow pedestrians and cyclists to more safely cross at the intersection when vehicles are stopped.

Budget & Financial Summary: Funds for signage are available in the FY2024 Public Works budget.

Attachments:

1. Church at Stasney Four Way Stop Ord 5-23-2024
2. Church at Stasney Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1002 “TRAFFIC SCHEDULE II, FOUR-WAY STOP INTERSECTIONS,” BY ADDING THE INTERSECTION OF CHURCH AVENUE AT STASNEY STREET OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1002 “Traffic Schedule II, Four-Way Stop Intersections,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

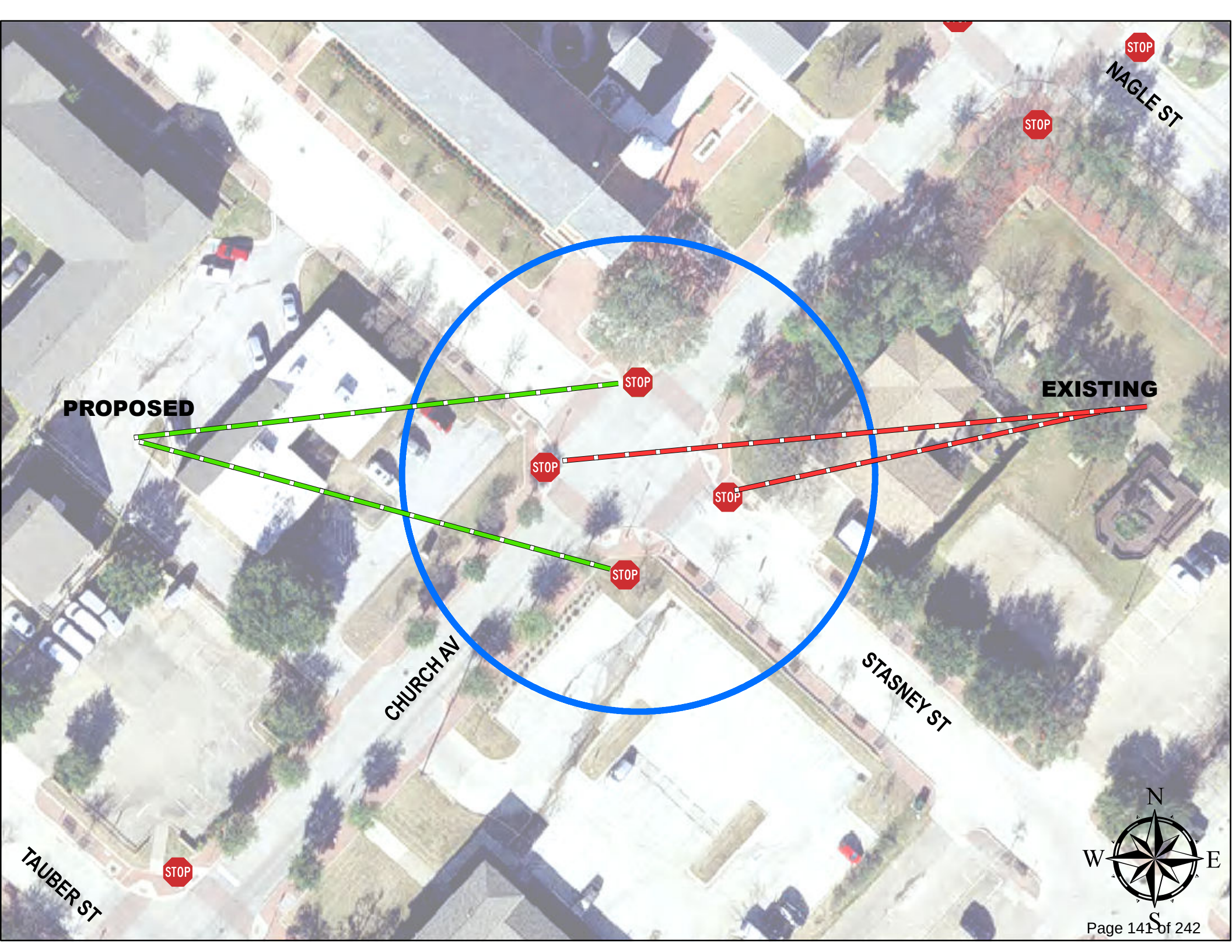
APPROVED:

City Attorney

EXHIBIT A

That Chapter 38, “Traffic and Vehicles,” Article VI. “Traffic Schedules,” Sec. 38-1002 “Traffic Schedule II, Four-Way Stop Intersections” is hereby amended by adding the following entry:

Church Avenue	Stasney Street	
---------------	----------------	--



PROPOSED

EXISTING

CHURCH AV

STASNEY ST

TAUBER ST

NAGLE ST



May 23, 2024
Item No. 7.4.
Church and First Street 4-Way Stop

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, Traffic and Vehicles, Article IV, Traffic Schedules, Section 38-1002, Traffic Schedule II, four-way stop intersections by adding the intersection of Church Avenue and First Street.

Relationship to Strategic Goals:

Core Services & Infrastructure, Improving Mobility, Neighborhood Integrity

Recommendation(s): Staff recommends approval.

Summary: The purpose of this ordinance amendment is to add East-West stop signs at the intersection of Church Avenue and First Street creating a 4-way stop at said intersection in the Northgate District. This area sees a large amount of pedestrian and vehicular traffic and is one of two intersections on Church Avenue that are currently not all-way stops.

A Traffic Survey was completed in January of 2024 that justified the addition where “multi-way stop control would improve traffic operational characteristics of the intersection”. This will standardize 4-way stops at all street intersections of Church Avenue which will slow the speed of vehicular traffic on this street and will allow pedestrians and cyclists to more safely cross at the intersection when vehicles are stopped.

Budget & Financial Summary: Funds available in the FY2024 Public Works Traffic Operations budget.

Attachments:

1. Church at First Four Way Stop Ord 5-23-2024
2. Church at First Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1002 “TRAFFIC SCHEDULE II, FOUR-WAY STOP INTERSECTIONS,” BY ADDING THE INTERSECTION OF CHURCH AVENUE AT FIRST STREET OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1002 “Traffic Schedule II, Four-Way Stop Intersections,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

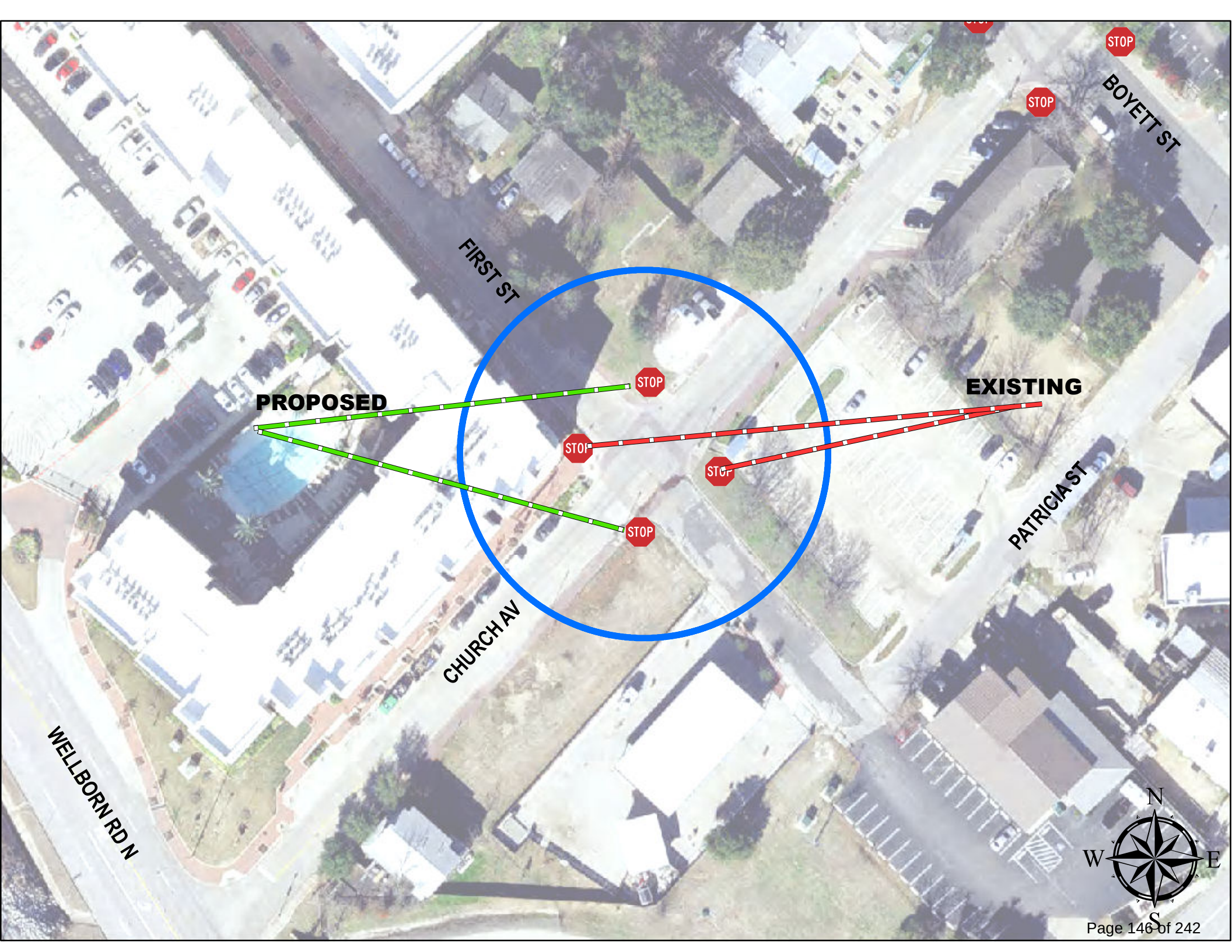
APPROVED:

City Attorney

EXHIBIT A

That Chapter 38, “Traffic and Vehicles,” Article VI. “Traffic Schedules,” Sec. 38-1002 “Traffic Schedule II, Four-Way Stop Intersections” is hereby amended by adding the following entry:

Church Avenue	First Street	
---------------	--------------	--



PROPOSED

EXISTING

FIRST ST

BOYETT ST

PATRICIA ST

CHURCH AV

WELLBORN RD N



May 23, 2024
Item No. 7.5.
Annual Polymer Purchase

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving annual polymer purchases from SNF Water Science Polydyne, Inc., not to exceed \$288,144.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: Polymer serves as a wastewater treatment agent that concentrates solids, enhancing treatment efficiency by enabling the extraction of excess water before waste disposal. Both City-owned WWTPs regularly utilize polymer for this task.

SNF Water Science Polydyne, Inc's products, listed under Texas Buy Board Agreement #691-23, offer the best value for the City of College Station's wastewater treatment process.

All services and products available for purchase via BuyBoard contracts have been competitively bid and awarded in compliance with Texas statutes relating to competitive bids and proposals. This cooperative is administered by the Texas Association of School Boards and is endorsed by the Texas Municipal League and the Texas Association of Counties.

Budget & Financial Summary: Wastewater Operating funds are budgeted and available for the anticipated amount of polymer usage.

Attachments:

1. 2024 - SNF Polydyne Quote

Transmitted via email: bwhittenton@cstx.gov

May 13, 2024

Brandi Whittenton
Buyer II
City of College Station
2200 N. Forest Pkwy
College Station, TX 77802

SUBJECT: Texas BuyBoard Polymer Price Quotation

Dear Ms. Whittenton,

Polydyne Inc. is pleased to offer the City of College Station the following price quotation:

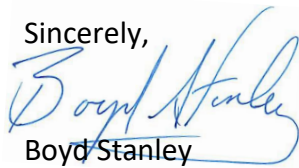
PRODUCT	UNIT PRICE	PACKAGE
CLARIFLOC TX-2302A	\$1.74/LB. DELIVERED	(4) 450 Lb. Drums, (1) 2300 Lb. Tote, Full Liquid Bulk (≥40,000 Lbs)*
CLARIFLOC TX-2302B	\$1.74/LB. DELIVERED	(4) 450 Lb. Drums, (1) 2300 Lb. Tote, Full Liquid Bulk (≥40,000 Lbs)*

*Minimum Order Quantity

In accordance with the Texas Buy Board Agreement # 691-23.

Thank you for your business. If you have any questions or need additional information, please feel free to contact Marcus Ortiz, Technical Sales Representative, at (281) 633-6086. Orders may be placed online at: www.polydyneinc.com or through our Customer Service Department. Your Customer Service Representative is Jonathan Jones. You can reach Mr. Jones by calling (800) 848-7659, Ext. 8730 or by e-mail to jonathanj@snf.com.

Sincerely,



Boyd Stanley
Sr. Vice-President

May 23, 2024

Item No. 7.6.

Purchase of Single & Three Phase Transformers for Electric Warehouse Inventory

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on contracts for the purchase of single phase and three phase transformers for Electric warehouse inventory with: (1) Texas Electric Cooperatives for \$243,626.25; (2) KBS Electrical Distributors for \$747,262; and (3) Techline, Inc. for \$354,923. Total expenditures not-to-exceed \$1,345,811.25.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends award of this purchase with Texas Electric Cooperatives in the amount of \$243,626.25, KBS Electrical Distributors in the amount of \$747,262.00, and Techline, Inc. in the amount of \$354,923.00. Quantity and size details for units are attached. This purchase aligns with historical years' activity for Electrical warehouse needs.

Summary: Staff issued Bid #24-041 on March 21, 2024, for Electric Single Phase Overhead and Padmount Transformers and Three Phase Padmount Transformers; the Bid was opened on April 18, 2024. Eight (8) sealed proposals were received and were reviewed by Electric Staff to ensure the compliance of required specifications. Texas Electric Cooperatives, KBS Electrical Distributors, and Techline, Inc. were selected based upon delivery dates, meeting College Station Utility specifications, and pricing of individual unit types.

Upon Council approval, staff will issue purchase orders to Texas Electric Cooperatives, KBS Electrical Distributors, and Techline Inc. for a one-time purchase.

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

Attachments:

1. 24-041 Award Summary

BID#24-041 AWARD FOR
1PH POLE MOUNT, 1PH PADMOUNT AND 3PH PADMOUNT TRANSFORMERS

Single Phase Pole Mount									
KVA	QTY	KBS		Total Cost		Tx Elec Coop		Total Cost	
		Price	Lead			Price	Lead		
5	2	\$ 1,600.00	Stock			\$ 1,307.50	18	\$ 2,615.00	
15	16	\$ 1,679.00	Stock	\$ 26,864.00		\$ 1,658.75	18		
25	30	\$ 2,298.00	Stock			\$ 1,956.25	18	\$ 58,687.50	
37.5	15	\$ 2,309.00	Stock	\$ 34,635.00		\$ 2,523.75	18		
50	6	\$ 3,000.00	Stock			\$ 2,673.75	18	\$ 16,042.50	
75	6	\$ 3,985.00	Stock	\$ 23,910.00		\$ 4,271.25	18		
			KBS Total	\$ 85,409.00		TX ELE Coop TTL		\$ 77,345.00	
									\$ 162,754.00

Single Phase Pad Mount													
KVA	QTY	KBS			Total Cost		Tx Elec Coop			Total Cost		Total Award	
		Price	TOC	Lead			Price	TOC	Lead				
25	5	\$ 5,824.00	\$ 6,775.96	24-28			\$ 4,460.00	\$ 5,378.64	40	\$ 22,300.00			\$ 22,300.00
37.5	5	\$ 6,381.00	\$ 7,681.28	24-28			\$ 4,711.25	\$ 6,044.89	40	\$ 23,556.25			\$ 23,556.25
50	5	\$ 6,860.00	\$ 8,488.80	24-28			\$ 5,062.50	\$ 6,790.22	40	\$ 25,312.50			\$ 25,312.50
167	10	\$ 12,100.00	\$ 16,191.68	24-28			\$ 9,511.25	\$ 13,449.53	40	\$ 95,112.50			\$ 95,112.50
250	2	\$ 17,370.00	\$ 22,726.28	24-28	\$ 34,740.00		-	-	-	\$ -			\$ 34,740.00
				KBS Total	\$ 34,740.00	TX ELE Coop TTL			\$ 166,281.25	1PH PADMOUNT AWARD	\$ 201,021.25		

Three Phase Pad Mount														
KVA	QTY	Voltage	KBS - WEG			Total Cost	KBS - Rymel			Total Cost	Techline Inc.			Total Award
			Price	TOC	Lead		Price	TOC	Lead		Price	TOC	Lead	
150	1	208/120	\$ 42,145.00	\$ 46,738.96	92-94		\$ 21,345.00	\$ 25,993.40	48	\$ 21,345.00	\$ 31,924.00	\$ 36,541.84	52	\$ 21,345.00
750	1	208/120	\$ 98,835.00	\$ 115,589.52	92-94		-	-	-		\$ 84,242.00	\$ 101,484.56	52	\$ 84,242.00
1000	1	208/120	\$ 111,690.00	\$ 134,295.48	44-46		-	-	-		\$ 105,168.00	\$ 126,474.36	52	\$ 105,168.00
112.5	2	480/277	\$ 38,349.00	\$ 41,681.04	94-96		\$ 19,050.00	\$ 22,654.32	48	\$ 38,100.00	\$ 28,967.00	\$ 32,573.48	52	\$ 38,100.00
225	1	480/277	\$ 45,220.00	\$ 51,147.00	94-96		\$ 25,565.00	\$ 31,413.16	48	\$ 25,565.00	\$ 35,785.00	\$ 42,185.68	52	\$ 25,565.00
1000	3	480/277	\$ 79,718.00	\$ 100,502.04	44-46		\$ 69,455.00	\$ 90,325.80	48	\$ 208,365.00	\$ 79,158.00	\$ 99,451.08	52	\$ 208,365.00
1500	3	480/277	\$ 111,246.00	\$ 140,221.68	44-46	\$ 333,738.00	-	-	-		\$ 111,634.00	\$ 139,145.56	52	\$ 333,738.00
2500	1	480/277	\$ 166,285.00	\$ 209,144.00	44-46		-	-	-		\$ 165,513.00	\$ 208,512.84	52	\$ 165,513.00
			KBS WEG Total			\$ 333,738.00	KBS Rymel Total			\$ 293,375.00	Techline TTL			\$ 982,036.00

BID#24-041 TRANSFORMER AWARDS	\$ 1,345,811.25
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May 23, 2024

Item No. 8.1.

Sponsor: Michael Ostrowski, Chief Development Officer, Brian Piscacek, Economic Development Manager, Jeremiah Cook

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding an update on economic development and tourism strategies, activities, and events.

Relationship to Strategic Goals:

- Diverse & Growing Economy

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

Summary: Economic Development & Tourism staff will provide an overview of strategic priorities, 2023 highlights, and a look forward regarding new initiatives and planning efforts. Staff will discuss industry recruitment and engagement, quality of life initiatives, and marketing and promotion of College Station through the integrated Grow, Visit, Compete, and Meet College Station brands.

Budget & Financial Summary: N/A

Attachments:

None

May 23, 2024

Item No. 8.2.

Presentation and discussion regarding a crosswalk on Midtown Drive near Carroll Fancher Way

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a crosswalk on Midtown Drive near Carroll Fancher Way.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): n/a

Summary: Presentation regarding a crosswalk on Midtown Drive near Carroll Fancher Way.

Budget & Financial Summary: n/a

Attachments:

None

May 23, 2024
Item No. 9.1.
Budget Amendment #2

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on Budget Amendment No. 2 amending Ordinance No. 2023-4457 amending the budget for the 2023-2024 Fiscal Year in the amount of \$361,631.

Relationship to Strategic Goals:

1. Good Governance
2. Financially Sustainable City
3. Core Services and Infrastructure

Recommendation(s): Staff recommends the City Council approve Budget Amendment #2.

Summary: The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover expenditures and after holding a public hearing on such budget amendment. The proposed budget amendment is to increase the FY24 budget appropriations by \$361,631 as a result of an increase needed to replace totaled police cars and expend funds related to the police Victim Liaison grant and Fun for All Playground.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment. If approved, the net revised 2023-2024 budget appropriations will be 505,984,947.

Attachments:

1. FY24 Budget Amend #2 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2023-4457 AS BUDGET AMENDMENT NUMBER 2 AMENDING THE BUDGET FOR THE 2023-2024 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on August 24, 2023, the City Council of the City of College Station, Texas, adopted Ordinance No. 2023-4457 approving its Budget for the 2023-2024 Fiscal Year: and

WHEREAS, on January 25, 2024, the City Council of the City of College Station, Texas, adopted Ordinance No. 2024-4495 amending its Budget for the 2023-2024 Fiscal Year with Budget Amendment Number1: and

WHEREAS this Budget Amendment No. 2 was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

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

PART 1: That Ordinance No. 2023-4457 is hereby amended by amending the 2023-2024 Budget adopted by a net amount of \$361,631 as further detailed in **Exhibit A**.

PART 2: That this Budget Amendment No. 2 shall be attached to and made a part of the 2023-2024 Budget.

PART 3: That except as amended hereby, Ordinance No, 2023-4457 shall remain in effect in accordance with its terms.

PART 4: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A – FY24 BUDGET AMENDMENT #1 DETAIL LISTING

1. Police Department Victim Liaison Grant (OOG) \$37,000 - (General Fund Budget Amendment)

Victims of Crime Act (VOCA) Grant for the Victim Services Program. Victim Advocates are expected to promote and educate the community and other professionals about victim rights and services to identify crime victims and provide or refer them to needed services. These funds will be used in emergency situations to support the safety and welfare for victims of crime.

2. Replace totaled Police Cars- \$140,000 (General Fund Budget Amendment)

Funding for the replacement of two Police vehicles which were totaled in separate incidents. These replacements are not covered under the City's insurance policy due to not meeting deductible limitations.

3. Fun For All Plaza Design Cost - \$75,000 (Fun for All Fund Budget Amendment)

Per the Fun for All Playground Committee, they are pursuing a new project to enhance the Plaza at the playground. This project is currently in the design phase and requires an increase in capital beyond what was budgeted in FY24 for capital projects. There is also a cost increase in the project for the actual playground enhancements that has gone over budget due to labor and equipment inflation. This increase to the budget using the Fun For All Fund cash balance will cover these two projects.

4. 1207 Texas Acoustic Tiles- \$109,631 (HOT Fund Budget Amendment)

This item will increase the 1207 Texas Visitor Center project budget in the Hotel Occupancy Tax Fund to cover an additional purchase of acoustic ceiling tiles. This item will cover the purchase and installation of the tiles as directed by Council on the April 25th, 2024, City Council meeting.

May 23, 2024
Item No. 9.2.
FY24 Debt Issuance Notice of Intent

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution directing publication of notice of intention to issue Certificates of Obligation, Series 2024; and providing an effective date.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends Council approve the attached resolution directing publication of notice of the intention to issue certificates of obligation

Summary: In November 2022, the citizens of College Station approved 3 of the 5 bond authorization propositions totaling \$56.1MM. Citizen authorization is used for the issuance of general obligation bonds or GO debt. In connection with the issuance of the FY24, general bond obligation, the City of College Station typically issues Certificates of Obligation (CO) debt to fund various capital projects identified and approved as a part of the annual budget. Certificates of Obligations are used to fund utility capital project debt and City Council is authorized to approve the issuance of certificates of obligation (COs) after approving a resolution directing notices to be published of the intent to issue the Certificates.

Certificates of Obligation (COs) are based on the full faith and credit of the City and are paid through the utility revenue or debt service portion of the ad valorem tax rate, depending upon the intended use of the debt. Certificates of Obligation must include at least one additional revenue stream besides the debt service portion of the tax rate, such as utility revenues. Since 2008, the City policy has been to issue Certificates of Obligation for utility debt, allowing more financial flexibility regarding the payment of debt service. The City's Financial Advisor and Bond Counsel recommend that the City issue Certificate of Obligations for utility projects instead of Utility Revenue Bonds (URBs); the pledge of the City's ad valorem tax base is a stronger credit than utility revenues and thus lowers the cost of borrowing.

The utility systems will cover their associated portion of debt service for capital utility projects through utility revenues. In addition to the GO Obligations, Certificates of Obligation are used to fund street, parks, and technology projects as well as to pay debt issuance costs. This notice resolution provides that the maximum amount of Certificates of Obligation indebtedness that may be authorized to be sold is \$43,300,000, with \$16,500,000 related to utility projects and \$26,800,000 related to general government projects. 2022 General Government Obligations to be issued in addition to the COs total \$13,200,000.

At the July 25th meeting, the City Council will consider the approval of sale parameters ordinance for the Certificates of Obligation Bonds, and the General Obligation Bonds depending upon market conditions. A sale parameters ordinance appoints a Paying Agent/Registrar, appoints Underwriters,

adopts Bond Ordinances and authorizes the preparation of the Official Statements for the Certificates of Obligations and General Obligation Bonds. If the City is not prepared to issue the Certificates of Obligation and General Obligation Bonds at the July 25th meeting, the City Council may postpone adoption of the ordinance for up to ninety days from July 25th.

Budget & Financial Summary: The staff reviewed the impact of the Certificates and General Obligation Bonds on the City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate. The recommendation is to move forward with this issuance. The impact on the tax rate and utility rates will be reviewed annually as part of the financial forecast and budget preparation.

Attachments:

1. Cert of Obligation Notice Resolution v2
2. DRAFT 2024 Debt Issue

CERTIFICATE FOR RESOLUTION

**THE STATE OF TEXAS
COUNTY OF BRAZOS
CITY OF COLLEGE STATION**

We, the undersigned officers of the City of College Station, Texas (the **City**), hereby certify as follows:

1. The City Council of the City convened in a special meeting on May 23, 2024 at City Hall, and the roll was called of the duly constituted officers and members of this City Council, as follows:

John Nichols, Mayor	Mark Smith, Place 1 Councilman
William Wright, Place 2 Councilman	Linda Harvell, Place 3 Councilwoman
Elizabeth Cunha, Place 4 Councilwoman	Bob Yancy, Place 5 Councilman
Dennis Maloney, Place 6 Councilman	

and all of the persons were present except the following absent Councilmembers _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

**A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF
INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, AND
PROVIDING AN EFFECTIVE DATE**

was duly introduced for the consideration of this City Council. It was then duly moved and seconded that the resolution (the **Resolution**) be approved, and, after discussion, the motion prevailed and carried by the following vote:

AYES: _____ **NOES:** _____

2. A true, full and correct copy of the Resolution is attached to and follows this certificate and the Resolution has been duly recorded in the City Council's minutes of the Meeting. The above paragraph is a true, full and correct excerpt from the City Council's minutes of the meeting at which the Resolution was approved. The persons named above are the duly chosen, qualified and acting officers and members of the City Council. Each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the meeting, and that the Resolution would be introduced and considered at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose, and that the meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

3. The Mayor of the City has approved and hereby approves the Resolution, and the Mayor and the City Secretary of the City have duly signed the Resolution, and the Mayor and the City Secretary of the City hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

PASSED AND APPROVED ON MAY 23, 2024.

Tanya D. Smith
City Secretary

John Nichols
Mayor

(City Seal)

RESOLUTION NO. [_____]

A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of College Station (the *City*) expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described in "Exhibit A" to this Resolution prior to the issuance of the Certificates of Obligation hereinafter described; and

WHEREAS, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described Certificates of Obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. That attached hereto and marked "Exhibit A" is a form of notice (the "Notice"), the form and substance of which are hereby passed and approved.

Section 2. That the City Secretary shall cause the Notice to be published, in the form attached hereto, in the "*Bryan-College Station Eagle*", a newspaper of general circulation in the City, for two consecutive weeks, the date of the first publication to be before the 45th day before the day tentatively proposed for authorizing the issuance of the Certificates of Obligation as shown in the Notice. Additionally, the Notice shall be posted continuously on the City's website for at least forty-five days before the date tentatively set for final passage of the ordinance or ordinances authorizing the issuance of the Certificates of Obligation.

Section 3. That the facilities and improvements to be financed with proceeds from the proposed Certificates of Obligation are to be used for the purposes described in "Exhibit A" hereto.

Section 4. That all costs to be reimbursed pursuant to this Resolution will be capital expenditures; the proposed Certificates of Obligation shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the Certificates of Obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 5. That this Resolution shall be effective immediately upon passage and adoption.

PASSED AND APPROVED ON MAY 23, 2024.

John Nichols, Mayor

ATTEST:

Tanya D. Smith, City Secretary

(City Seal)

APPROVED:



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

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

The City Council of the City of College Station will consider the passage of an ordinance or ordinances authorizing the issuance of one or more series of interest bearing certificates of obligation (the "Certificates") in the principal amount not to exceed \$43,300,000 for paying all or a portion of the City's contractual obligations to be incurred in connection with constructing, improving, acquiring and equipping the following projects: (i) streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (ii) fiber optic transmission materials; (iii) parks and recreational facilities (except those submitted to voters in Propositions C and E in the November 8, 2022 election); (iv) administrative office and departmental space for governmental functions of the city including the public works department, utility department, municipal court, fire department, and cemetery department; (v) improvements and extensions to the City's combined waterworks, sewer and electric systems including distribution, transmission, system lines, lift stations, pumps, outfall, storage tanks, metering, wells, plant improvements, and acquisition of interests in land for such purposes; and (vi) the payment of fiscal, engineering and legal fees incurred in connection therewith.

The City proposes to provide for the payment of such Certificates from the levy and collection of ad valorem taxes in the City as provided by law, and from a limited pledge (not to exceed \$1,000) of the surplus revenues of the City's waterworks, sewer and electric systems, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks, sewer and electric systems. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C.

The City Council tentatively proposes to adopt the ordinance(s) authorizing the Certificates at a meeting to be held at 7:00 P.M. on July 25, 2024 to be held at City Hall, 1101 Texas Avenue, College Station, TX 77840. The ordinance(s) may authorize an authorized officer of the City to effect the sale and delivery of the Certificates on a date or dates subsequent to the adoption of the ordinance(s).

The following information is provided to comply with Tex. H.B. 477, 86 Leg., R.S. (2019). The current principal of all outstanding debt obligations of the City is \$399,700,000. The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full, is \$522,198,069. The maximum principal amount of the Certificates to be authorized is \$43,300,000 and the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$60,328,767. The maximum interest rate for the Certificates may not exceed the maximum legal interest rate. The maximum maturity date of the Certificates to be authorized is February 15, 2044. The above information does not exclude any debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes. Information regarding this may be obtained by contacting the Director of Fiscal Services at 1101 Texas Avenue, College Station, TX 77840 and by phone at 979-764-3645.

2024 Debt Issue**General Government 2022 General Obligation Authorization****Park Projects**

		5,250,000	Bachmann Little League and Senior League/Soccer Buildings	PK2304	20 Yrs
		1,450,000	Pickleball/Futsal Courts	PK2305	7 Yrs
		1,500,000	Bee Creek and Central Tennis Courts	PK2306	7 Yrs
		5,000,000	Central Park Operations Shop	PK2309	20 Yrs
Total	\$	13,200,000			
All GOB Subtotal	\$	13,200,000			23.36%

General Government Certificates of Obligation**Vertical, Facilities, IT Projects**

		12,500,000	Existing Facilities Upgrades/New Facilities Projects		7 & 20 Yrs
		1,100,000	New City-Wide Fiber	TBD	7 Yrs
Total	\$	13,600,000			

Streets

		500,000	Streets Revolver	ST2301	20 Yrs
		5,000,000	City-Wide Sidewalks/Paths	TBD	20 Yrs
Total	\$	5,500,000			

Parks

		2,500,000	Parks Revolver	TBD	7 Yrs
		5,200,000	Parks and Recreational Facilities	TBD	20 Yrs
Total	\$	7,700,000			
Governmental CO Subtotal	\$	26,800,000			47.43%

Utility Certificates of Obligation**Water Projects**

		1,000,000	Lincoln Avenue Rehab	WA1900002	20 Yrs
		500,000	New Water Wells	WA2400	20 Yrs
		500,000	New Wells Collection Line	WA2401	20 Yrs
Total	\$	2,000,000			

Wastewater Projects

		3,000,000	CC Diversion Lift Station & Force Main	WW1800002	20 Yrs
		1,500,000	CCWWTP Outfall Rehabilitation	WW2202	20 Yrs
Total	\$	4,500,000			

Electric Projects

		700,000	General Plant	Various	20 Yrs
		6,600,000	Overhead & Underground Imp.; Distribution	Various	20 Yrs
		2,700,000	Transmission Projects	Various	20 Yrs
Total	\$	10,000,000			
Utility CO Subtotal	\$	16,500,000			29.20%

All CO Subtotal	\$	43,300,000			
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Total Debt Issue \$ 56,500,000

Est. Issuance Costs (0.75% of
total debt issued) \$ 424,000

Total \$ 56,924,000

May 23, 2024
Item No. 9.3.
Century Hill Development Rezoning

Sponsor: Gabriel Schrum

Reviewed By CBC: N/A

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 M-1 Light Industrial to SC Suburban Commercial for approximately 2.017 acres, being Lot 11R of the Century Hill Development generally located at 3109 Corsair Dr.

Relationship to Strategic Goals:

Diverse and Growing Economy

Recommendation(s): Staff recommends approval of the rezoning request as it is in line with the Comprehensive Plan and is compatible with the surrounding area.

Summary: This request is to rezone approximately 2.017 acres of land from M-1 Light Industrial to SC Suburban Commercial. The subject lot is currently undeveloped/vacant and it is the applicant's intent to develop a medical clinic. Nearby properties include undeveloped and developed light industrial lots, an assisted living facility, a pool supply store, and a medical clinic.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject properties are designated on the Comprehensive Plan Future Land Use & Character Map as Neighborhood Commercial. This rezoning request is aligned with the Comprehensive Plan.

For the Neighborhood Commercial land use, the Comprehensive Plan provides the following:

Areas of commercial activities that cater primarily to nearby residents. These areas tend to be smaller format than general commercial and are located adjacent to major roads along the fringe of residential areas. The design of these structures is compatible in size, architecture, and lot coverage with surrounding residential uses.

The zoning districts that are generally appropriate within this land use include Suburban Commercial and Office.

The intent of the Neighborhood Commercial land use is to accommodate the pattern of smaller commercial spaces that support the surrounding neighborhood. The proposed SC Suburban Commercial zoning district allows for smaller-scale commercial developments that are in line with the Comprehensive Plan. Commercial developments in this district should provide an appearance that is compatible with the neighborhood character while providing transitions in building height and mass when adjacent to residential neighborhoods. The development standards for SC Suburban Commercial are aligned with that vision.

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 undeveloped M-1 Light Industrial land to the north and south, an assisted living facility that is zoned PDD with a base zoning of SC Suburban Commercial to the east, and a M-1 Light Industrial property that is a medical clinic to the west.

The subject property's being located in the commercial center of the Century Hill Development and near a single-family neighborhood makes SC Suburban Commercial zoning an appropriate designation for this property and is the intent of the Comprehensive Plan. This rezoning also removes the potential for light industrial uses close to an existing neighborhood.

The UDO defines light industrial as, "A use engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and distribution of such products, but excluding basic industrial processing."

The proposed zoning of SC Suburban Commercial allows for a variety of neighborhood-friendly uses such as day cares, health clubs, dry cleaners, and personal service shops. These uses are more appropriate for the surrounding area than those of light industrial.

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 developments allowed within the proposed zoning district. The site has adequate space to meet the minimal lot dimensional standards for the zoning district.

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 surrounding the site is adequate to support the needs of this zoning change. Site-specific improvements necessary to support the development such as sanitary sewer connections, drainage, and any other infrastructure required with the site development, shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

A TIA was not required on this rezoning request as the potential trip rate is below the 150 peak trip threshold.

5. The marketability of the property:

The uses allowed by the proposed zoning district are generally marketable for the area. The applicant has indicated that even though the property is marketable for some industrial uses, the lack of outdoor storage and yard space makes it less desirable.

Budget & Financial Summary: N/A

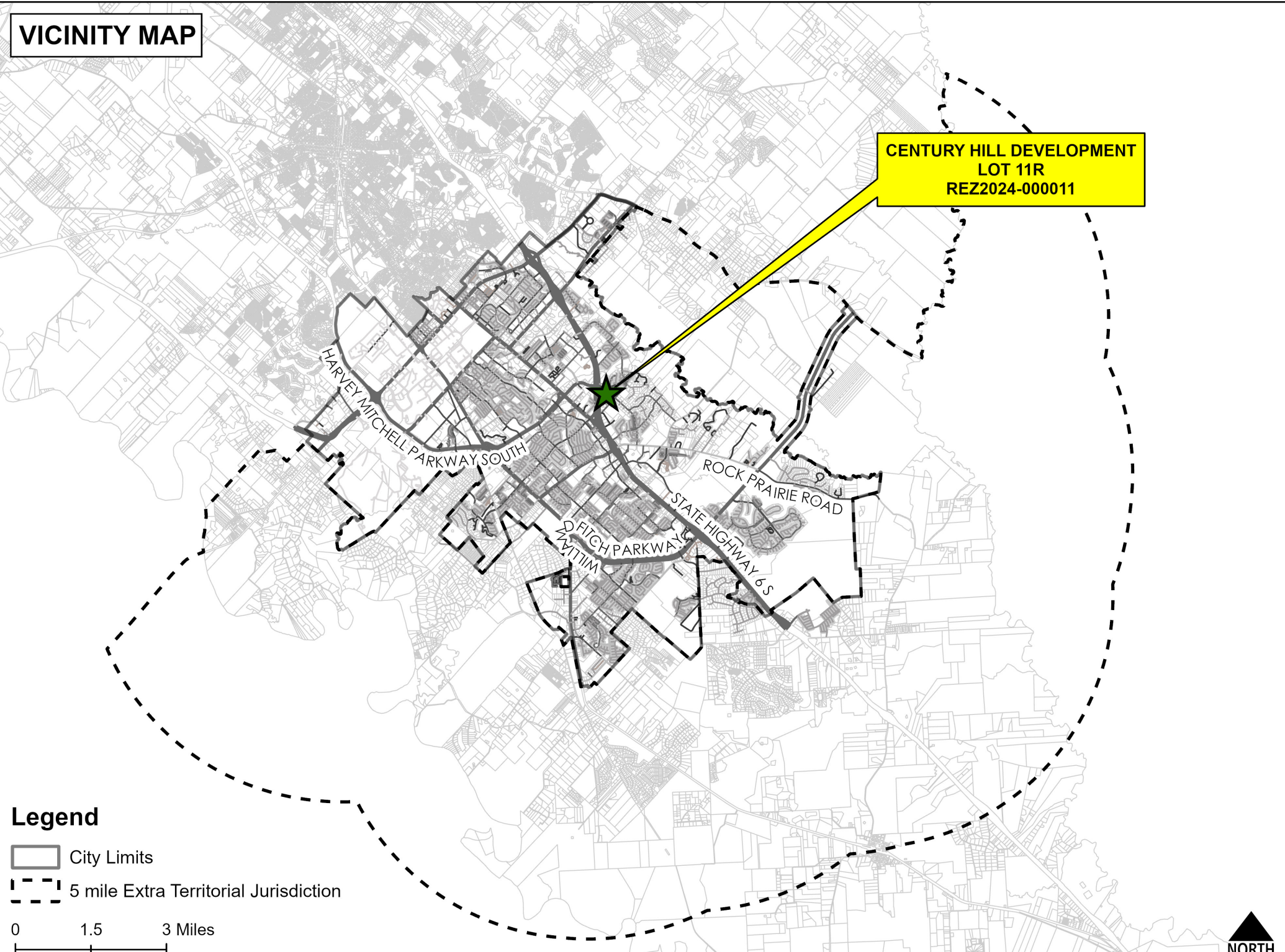
Attachments:

1. Vicinity, Aerial, and Small Area Map

2. Background Information
3. Rezoning Exhibit
4. Applicant's Supporting Information
5. Future Land Use Map
6. Rezoning Map
7. Century Hill Ordinance

VICINITY MAP

CENTURY HILL DEVELOPMENT
LOT 11R
REZ2024-000011



Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.5 3 Miles





EARL RUDDER FREEWAY SOUTH

FRONTAGE 6 ROAD EAST

EMERALD PARKWAY
EMERALD PARK PLAZA

SPRINGWOOD COURT
DRIFTWOOD DRIVE

GREENWOOD DRIVE

BENT TREE DRIVE

ROSEBUD COURT

EMERALD FOREST PH 4

EMERALD FOREST PH 3

EMERALD POINT

CORSAIR DRIVE

AGENCY RECORDS CONTROL

SEBESTA ROAD

SANDSTONE

CENTURY HILL DEVELOPMENT

FOXFIRE PH 1

FOXFIRE DRIVE

FOXFIRE PH 2

LET BETTER SUBDIVISION PH 1

FERBER CIRCLE

FIELDS

PAVILION AVENUE

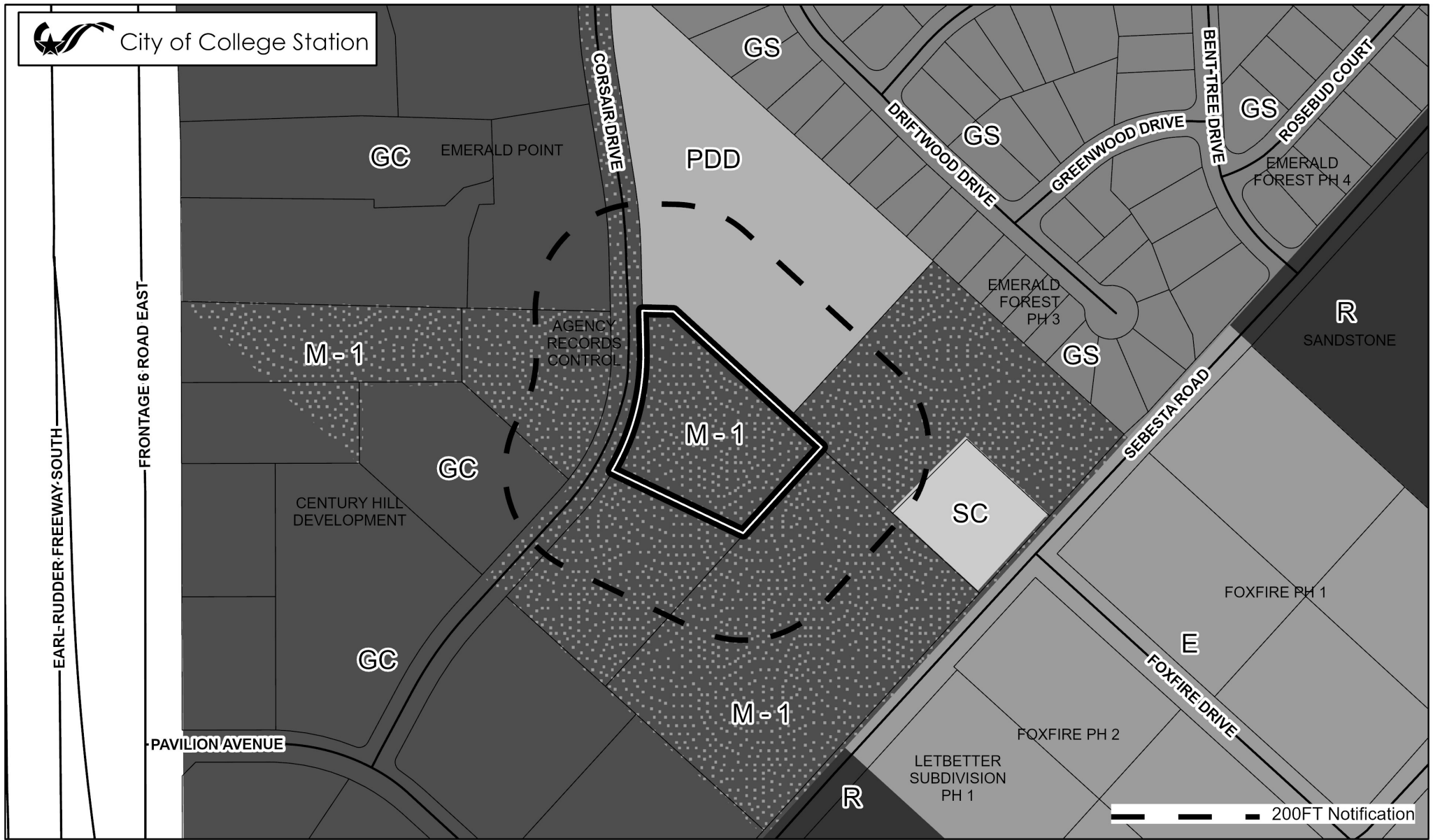


0 265 530 Feet

CENTURY HILL DEVELOPMENT
LOT 11R

Case:
REZ2024-000011

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		MH	Middle Housing
R	Rural	MF	Multi-Family
WE	Wellborn Estate	MU	Mixed-Use
E	Estate	MHP	Manufactured Home Pk.
WRS	Wellborn Restricted Suburban		
RS	Restricted Suburban		
GS	General Suburban		
D	Duplex		
T	Townhome		

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
HOO	High Occupancy Ovr.
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



0 250 500 Feet

**CENTURY HILL DEVELOPMENT
LOT 11R**

Case:
REZ2024-000011

REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: May 2, 2024
Advertised Council Hearing Date: May 23, 2024

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:

Foxfire HOA and Emerald Forest HOA

Property owner notices mailed: 17

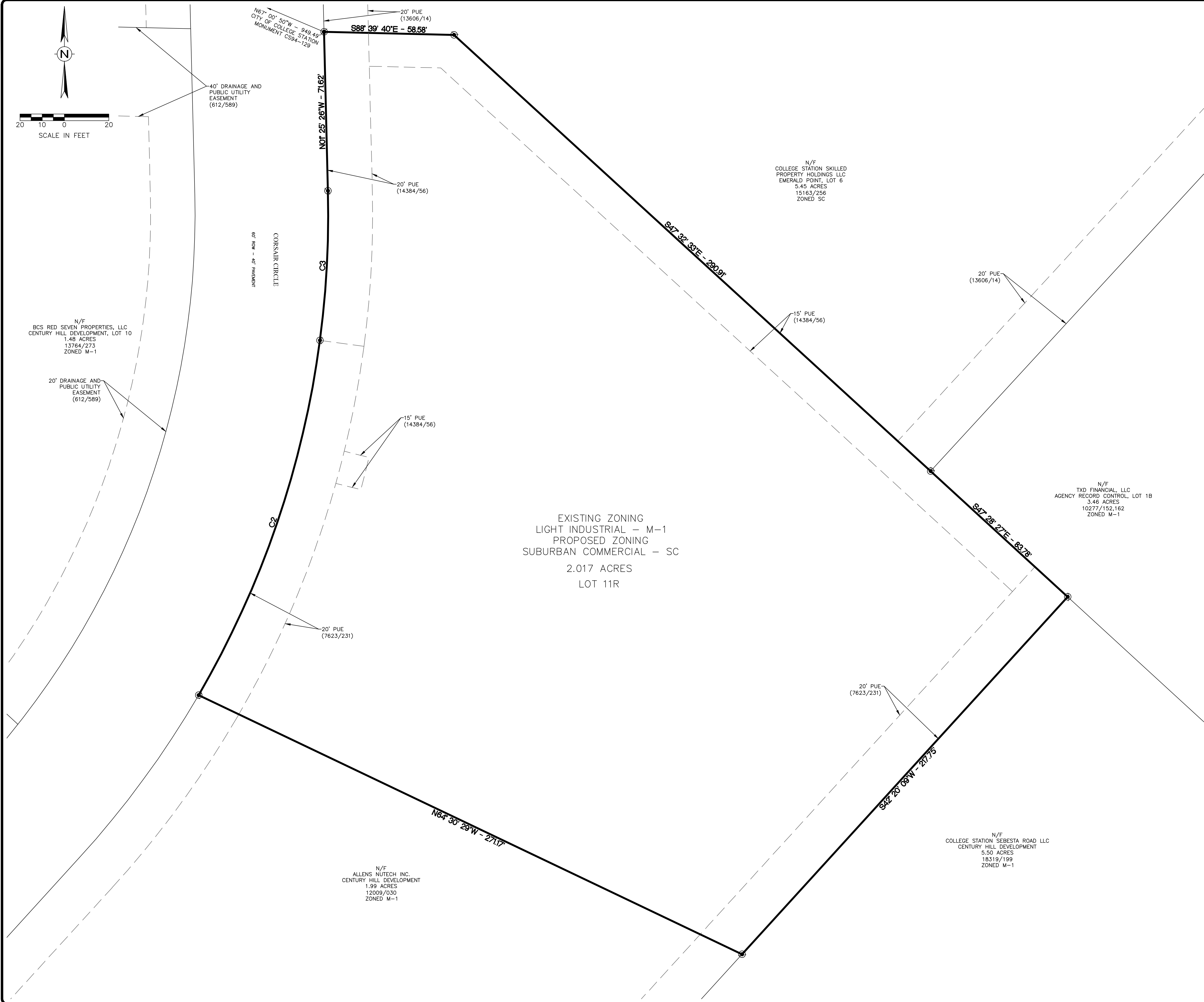
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Commercial	M-1 Light Industrial	Undeveloped
East	Neighborhood Commercial	PDD- Planned Development District	Assisted Living Facility
South	Neighborhood Commercial	M-1 Light Industrial	Pool Supply
West	Neighborhood Commercial	M-1 Light Industrial	Medical Clinic

DEVELOPMENT HISTORY

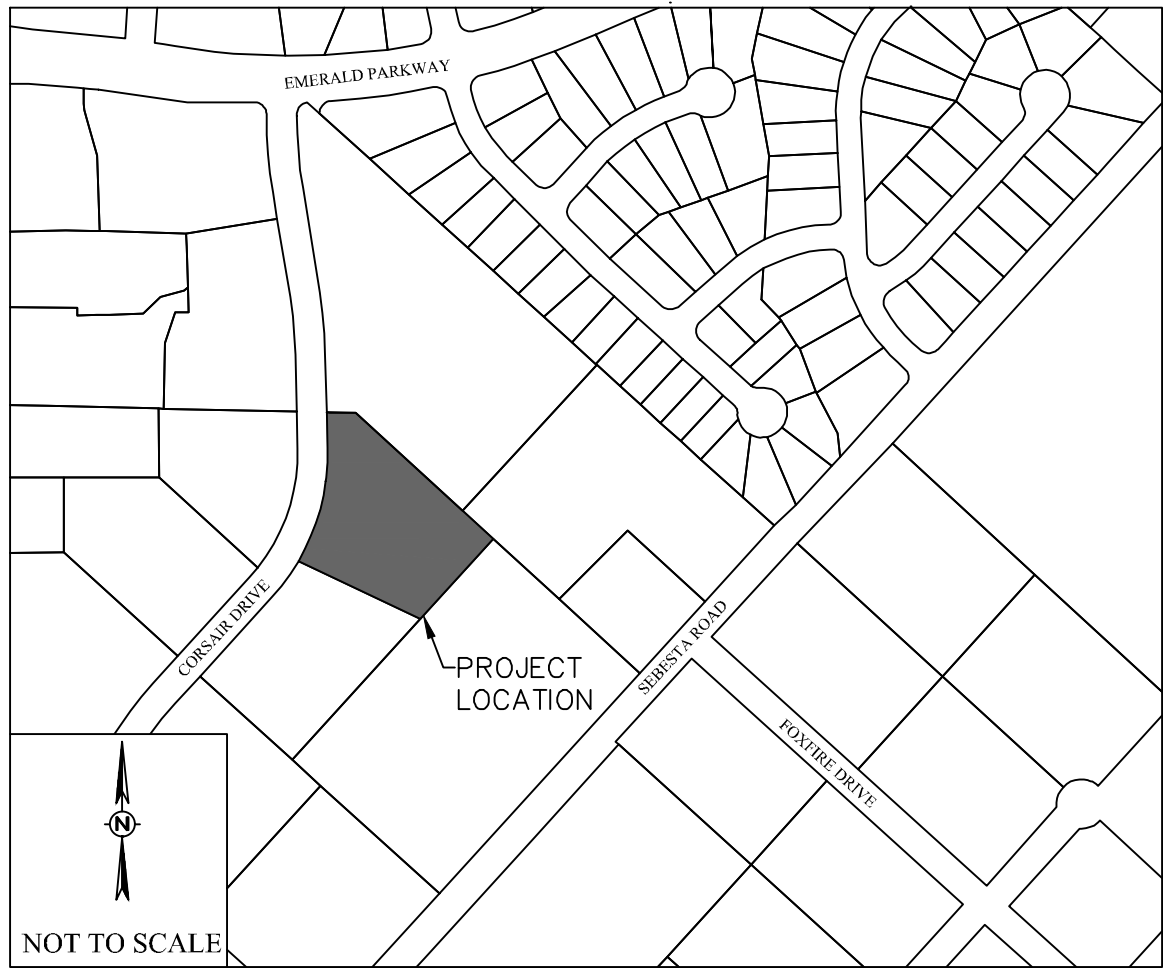
Annexed: September 1977
Zoning: A-O Agricultural Open upon annexation
A-O Agricultural Open to M-1 Light Industrial (1979)
Final Plat: Century Hill Development (2017)
Site Development: Undeveloped



- NOTES:
1. THE PROPOSED ZONING FOR THIS PROPERTY WILL BE SUBURBAN COMMERCIAL – SC.
 2. THIS TRACT LIES WITHIN FLOOD ZONE 'X' UNSHADED, 'X' SHADED, AND ZONE 'AE' AND DOES PARTIALLY LIE WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD PLAIN) ACCORDING TO THE BRAZOS COUNTY FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48041C0310F, REVISED DATE: 04/02/2014.
 3. STORM WATER DETENTION REQUIREMENTS WILL BE ADDRESSED AT SITE PLANNING.

Curve Table						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C2	169.90'	429.96'	022°38'26"	86.07'	168.80'	N18°53'25"E
C3	67.49'	429.96'	008°59'37"	33.81'	67.42'	N03°04'23"E

VICINITY MAP



ZONING MAP
CENTURY HILL DEVELOPMENT
LOT 11R
2.017 ACRES
EXISTING ZONING - LIGHT INDUSTRIAL (M-1)
PROPOSED ZONING - SUBURBAN COMMERCIAL (SC)
MORGAN RECTOR SURVEY LEAGUE, A-46
COLLEGE STATION, BRAZOS COUNTY, TEXAS

OWNER/DEVELOPER:

Eiters Holdings, LLC
2901 E. 29th Street, Suite 117
Bryan, TX 77802
(979) 776-6152

SCALE: 1" = 20'

MARCH, 2024

SURVEYOR:

Brad Kerr, RPLS No. 4502
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
(979) 268-3195
TBPELS FIRM # 10018500

ENGINEER:

Schultz Engineering, LLC
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
(979) 764-3900



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: CENTURY HILL DEVELOPMENT - LOT 11R (REZ2024-000011)

Address: 3109 CORSAIR DR

Legal Description: CENTURY HILL DEVELOPMENT, LOT 11R, ACRES 2.017

Total Acreage: 2.017

Applicant:: SCHULTZ ENGINEERING

Property Owner: CORSAIR CONDOS JOINT VENTURE

List the changed or changing conditions in the area or in the City which make this zone change necessary.

There is a demand for commercial uses such as retail, medical clinic, personal services, and offices in this area. Some of these uses are not permitted in the current industrial zoning.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

This zone change is in accordance with the comprehensive plan.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

Most industrial uses require outdoor storage and yard space at this lot is not large enough to accommodate the use.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The property has all services and access suitable for all neighborhood commercial uses.

Explain the suitability of the property for uses permitted by the current zoning district.

The property has all services and access suitable for all neighborhood commercial uses.

Explain the marketability of the property for uses permitted by the current zoning district.

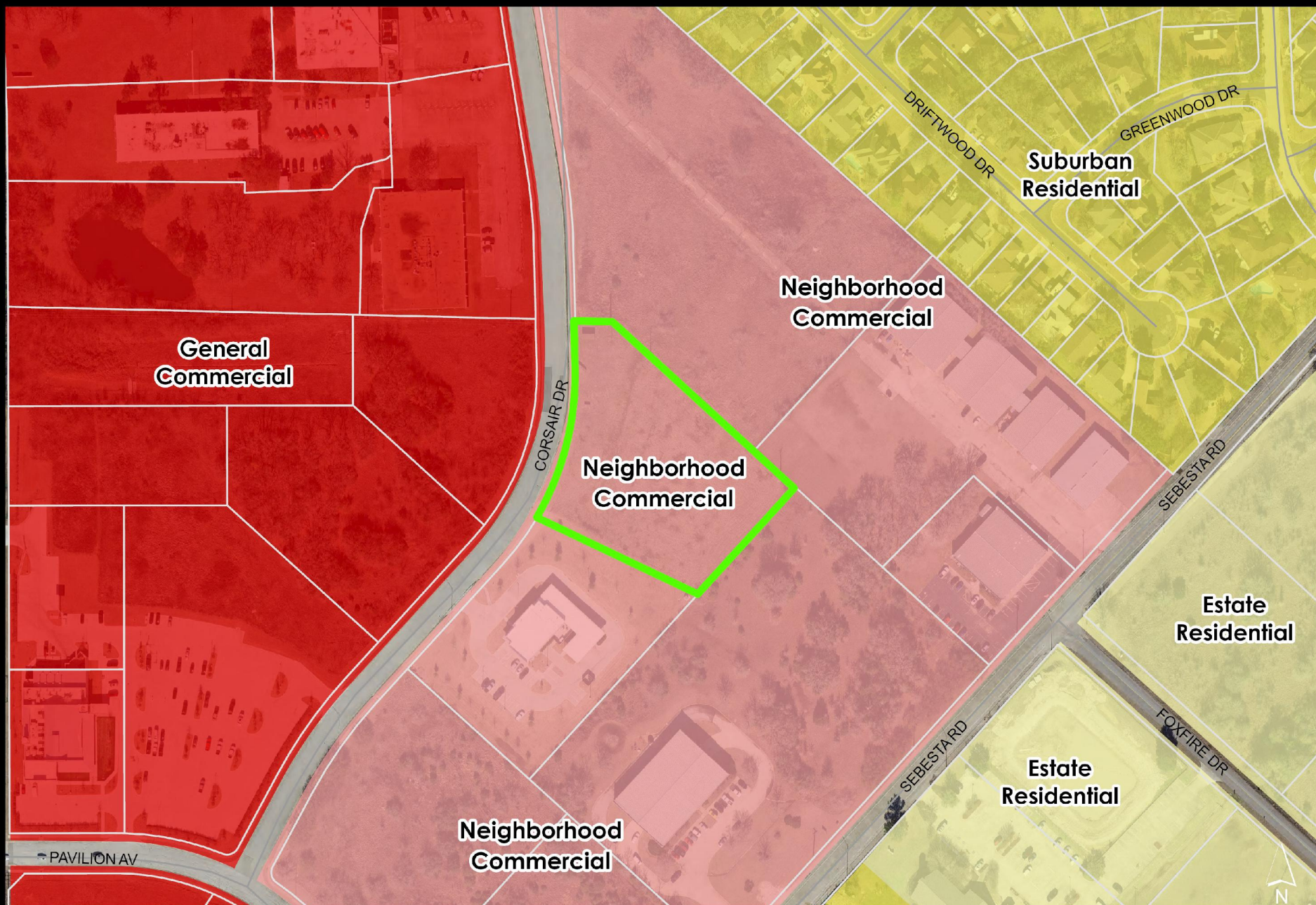
The property marketable for some industrial uses, but the lack of outdoor storage and yard space makes it less desirable.

List any other reasons to support this zone change.

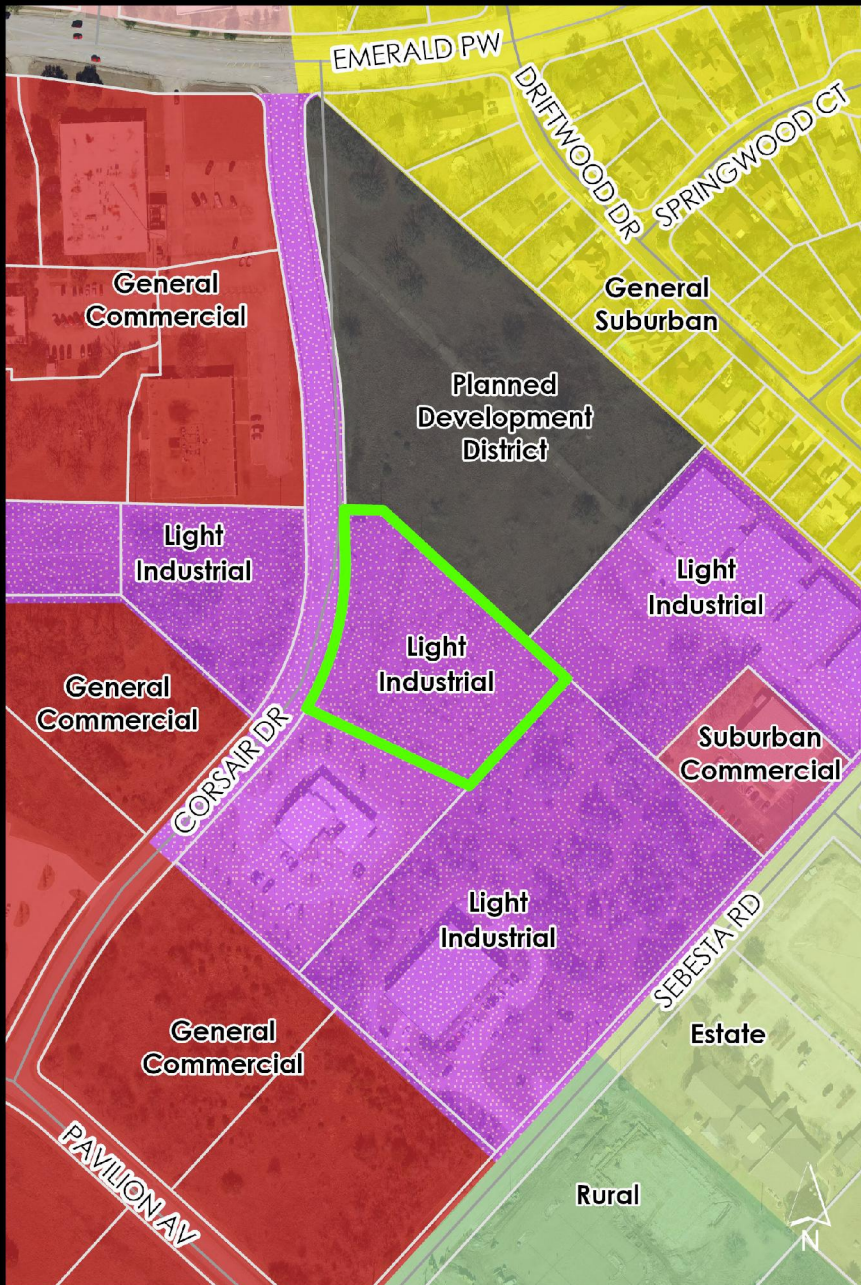
Infill commercial development on a lot that has been vacant for more than 15 years.

EXISTING

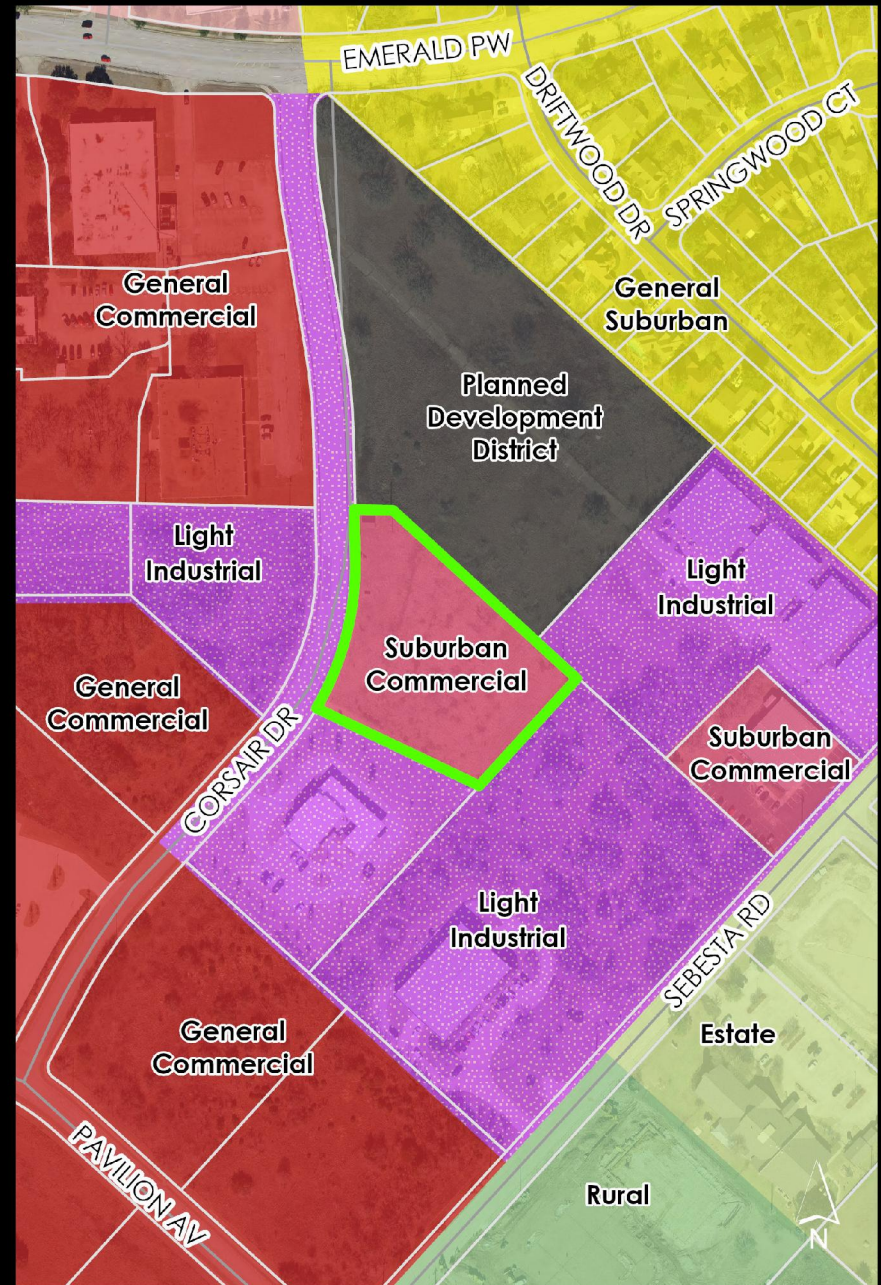
Future Land Use



EXISTING Zoning



PROPOSED Zoning



ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 2.017 ACRES GENERALLY LOCATED AT 3109 CORSAIR DR, 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 _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from M-1 Light Industrial to SC Suburban Commercial:

Lot 11R of the Century Hill Development

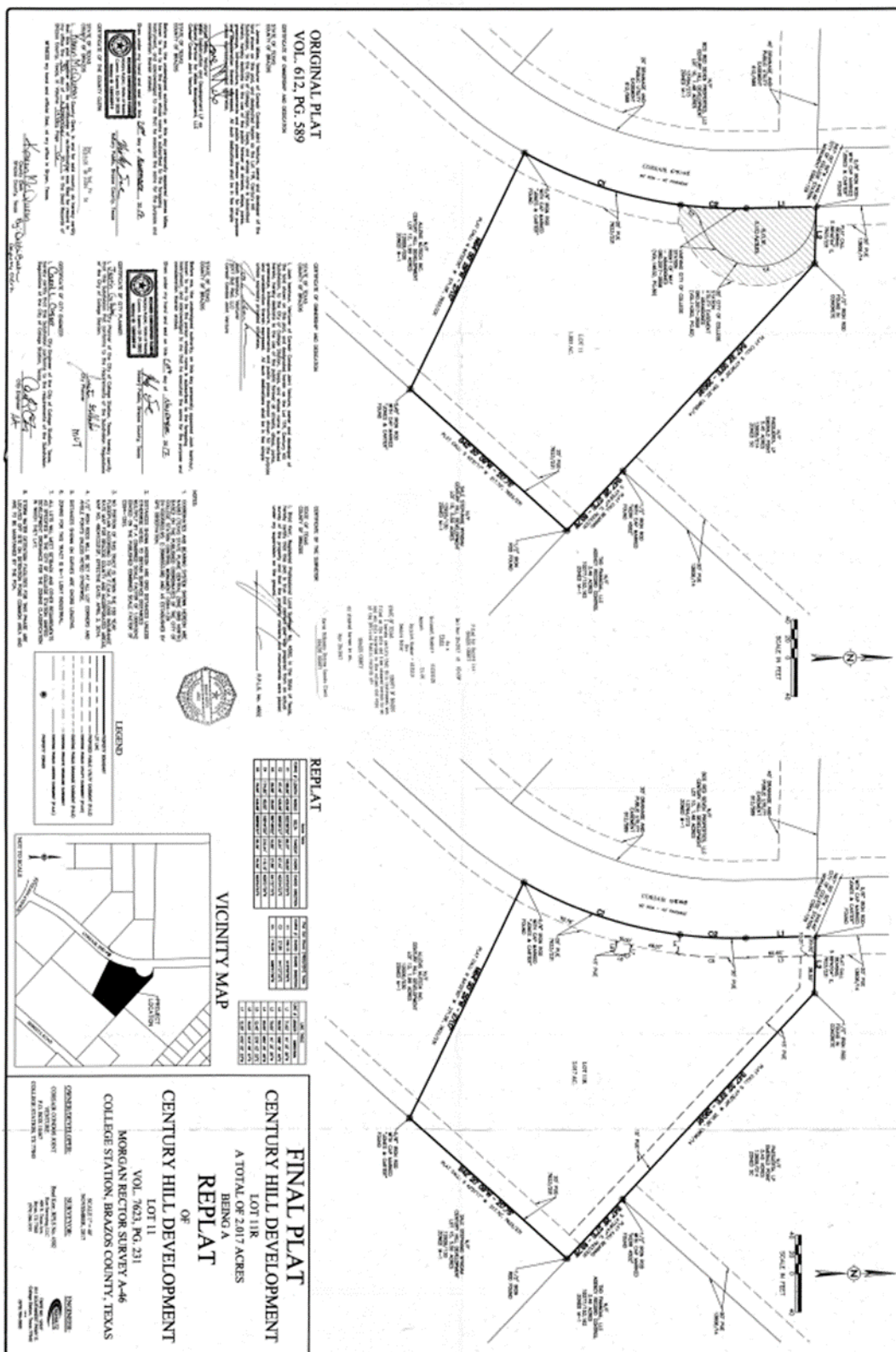
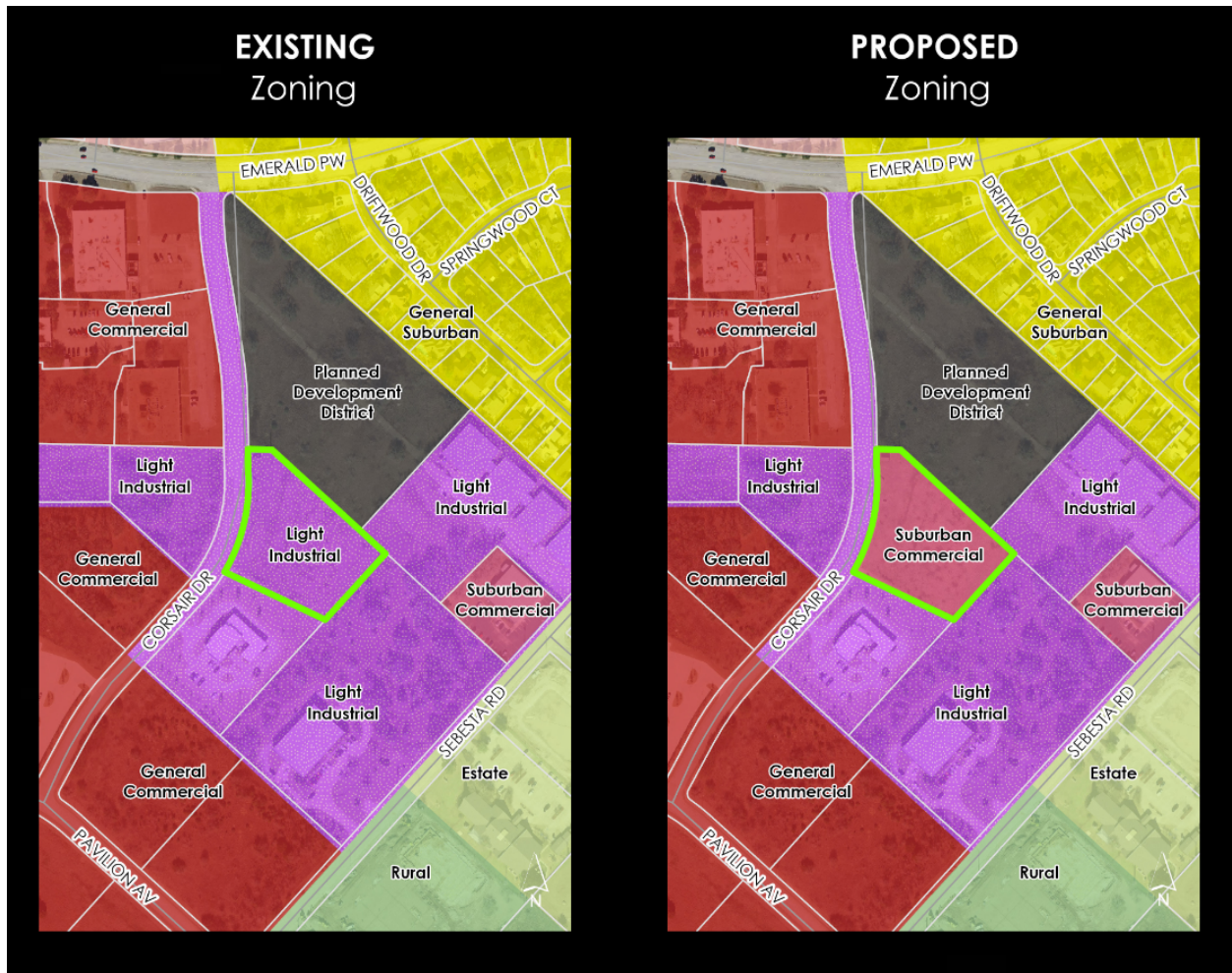


Exhibit B



May 23, 2024
Item No. 9.4.
McPherson Comprehensive Plan Amendment

Sponsor: Robin Macias

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Residential and Natural and Open Areas to Neighborhood Commercial and Natural and Open Areas for approximately 3.25 acres, generally located west of the intersection of Nantucket Drive and State Highway 6 South.

Relationship to Strategic Goals:

Diverse and Growing Economy

Recommendation(s): Staff recommends approval of the Comprehensive Plan Future Land Use & Character Map amendment.

Summary: The applicant is requesting an amendment to the Comprehensive Plan Future Land Use & Character Map from Suburban Residential and Natural and Open Areas to Neighborhood Commercial and Natural and Open Areas for approximately 3.25 acres, generally located west of the intersection of Nantucket Drive and State Highway 6 South. This Comprehensive Plan Amendment is in conjunction with a rezoning request of PDD Planned Development District. It is the applicant's intent to develop the property as office and medical uses. The Planning and Zoning Commission heard this item at the May 2, 2024 meeting and unanimously recommended approval.

REVIEW CRITERIA

1. Changed or changing conditions in the subject area of the City: The subject property and properties to the west and south have a future land use designation of Suburban Residential. The Suburban Residential land use designation is primarily for areas that consist of low- to moderate-density single-family lots. The development types of this designation tend to be consistent within a subdivision of a neighborhood. The intent of the Suburban Residential land use is to accommodate streetscape features such as sidewalks, street trees, and lighting while supporting neighborhoods with a mix of housing types. This area is developed as single family homes to the south and two commercial businesses to the west.

A portion of the subject property and the properties to the north of the subject property are designated as Natural and Open Areas. The Natural and Open Areas land use designation are areas that represent a constraint to development and should be conserved for their natural function or open space qualities. These areas include floodplains, riparian buffers, common areas, and open space. The area to the north of the subject property is Nantucket Lake.

The subject property is along a primary image corridor of the city. Primary image corridors include corridors that carry high volumes of traffic and move travelers through or along some of the City's most significant assets. These corridors give the residents and travelers their first impressions of College Station. A goal of the City's Comprehensive Plan is to create revitalized gateways and corridors and conserved natural areas. With the update to the City's Comprehensive Plan in 2021, the land use designation to the east of the subject property across State Highway 6 S was changed

from General Suburban to General Commercial. Also with this update, the land use designation of properties to the south of the subject property along State Highway 6 S was changed from Suburban Commercial to General Commercial. These changes in land use designation allows for more commercial development along the primary image corridor. This request to change the land use designation of the subject property to Neighborhood Commercial and Natural and Open Areas aligns with the goal of the Comprehensive Plan to revitalize the corridor and protect natural areas while allowing for the development of an undeveloped property with frontage to State Highway 6 S.

2. Compatibility with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the City as a whole: The applicant is requesting an amendment to the Future Land Use & Character Map to Neighborhood Commercial and Natural and Open Areas and has simultaneously requested a rezoning to PDD Planned Development District with a base zoning of O Office and NAP Natural Areas Protected. The intent of Neighborhood Commercial is to accommodate limited commercial services compared to General Commercial and to support some residential uses that are compatible with the surrounding neighborhood character. The intent of the Natural and Open Areas is to conserve the natural function or open space of areas that represent a constraint to development. The subject property is located at the intersection of Nantucket Drive and State Highway 6 S and has faced development pressures throughout the years as development has continued to move south. This property would be compatible with existing uses, development patterns, and character as Neighborhood Commercial and Natural and Open Areas.

The applicant held a neighborhood meeting on April 2, 2024. All property owners within 200 feet of the subject property were notified of the neighborhood meeting, and approximately 13 people were in attendance. While at the meeting, the neighborhood expressed several concerns about permitted uses, lighting and hours of operation. The applicant held a second neighborhood meeting on April 16, 2024 to discuss proposed changes that were made to the rezoning application based on the previous meeting. This meeting had approximately 12 people in attendance. The applicant has worked with the neighborhood to provide a proposed rezoning application that both the property owner and neighborhood are comfortable with. After the second neighborhood meeting, attendees had no expressed concerns regarding the land use change. The proposal is compatible with the character of the area as it allows for small-scale commercial development that is compatible with the residential neighborhood.

3. Impact on environmentally sensitive and natural areas: A small portion of the subject property is designated as FEMA floodplain. The applicant is proposing to expand the Natural and Open Areas beyond the designated floodplain to protect the potential flood area from building development.

4. Impacts on infrastructure including water, wastewater, drainage, and the transportation network: Wastewater service will be provided by College Station Utilities. Water and fire flow service will be provided by Wellborn SUD. Drainage and all other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

The subject property fronts Nantucket Drive which is designated as a local street and State Highway 6 S which is designated as a Freeway/Expressway. The proposed development will have access off of Nantucket Drive.

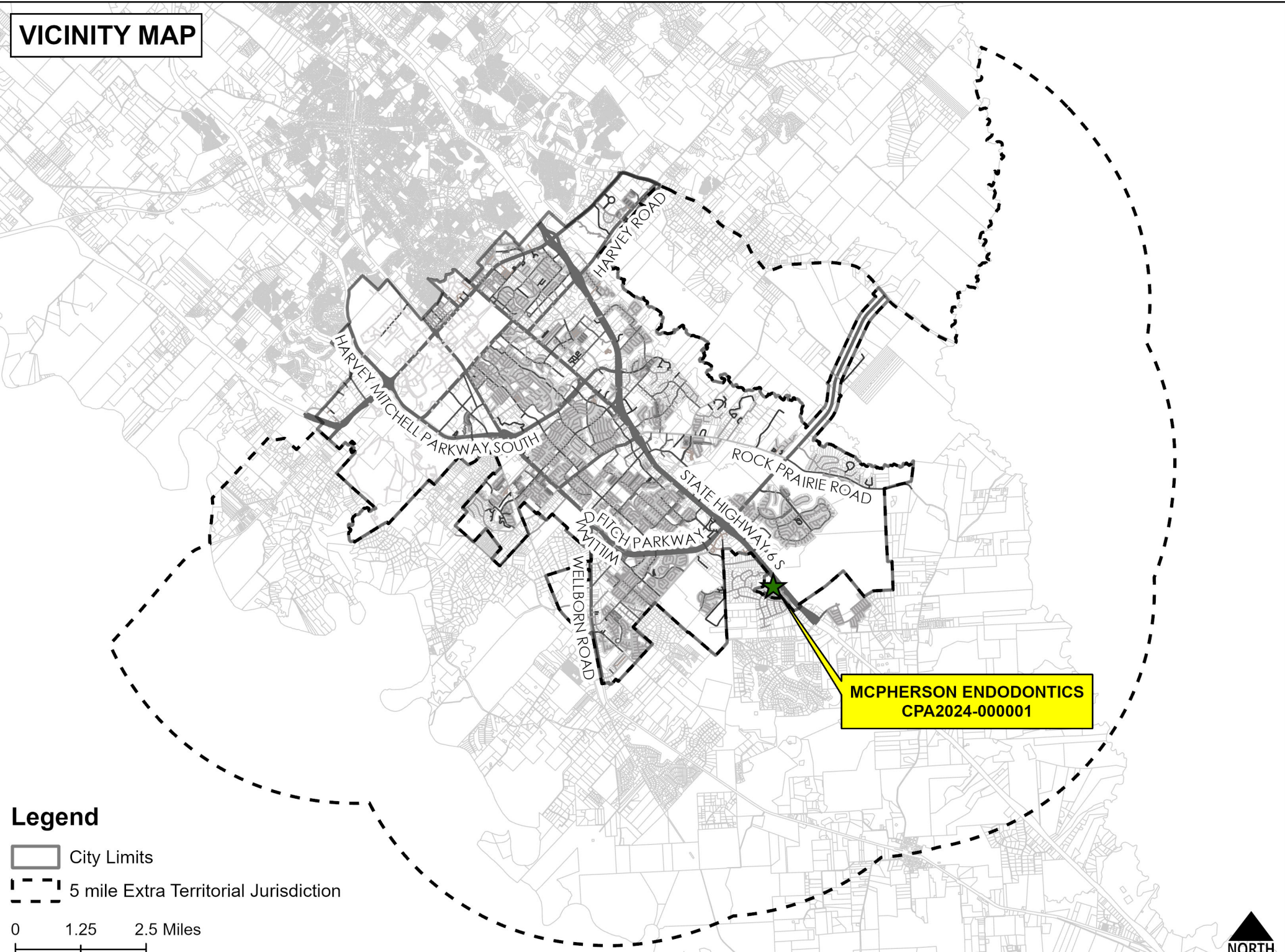
5. Consistency with the goals and strategies set forth in the Comprehensive Plan: The intent of College Station's Comprehensive Plan is to create distinctive places, vibrant districts, attractive neighborhoods, revitalized gateways and corridors, and conserved natural areas. The proposed amendment to Neighborhood Commercial and Natural and Open Areas, defined as areas appropriate for commercial activities that cater to nearby residents and conserved spaces for natural functions, is appropriate for this property as it provides small scale commercial development to a nearby neighborhood and protection to the natural area near the lake.

Budget & Financial Summary: None.

Attachments:

1. Vicinity Map, Aerial and Small Area Map
2. Comprehensive Plan Exhibit
3. Background Information
4. Applicant's Supporting information
5. Future Land Use Map
6. Nantucket Comp. Plan Ordinance

VICINITY MAP

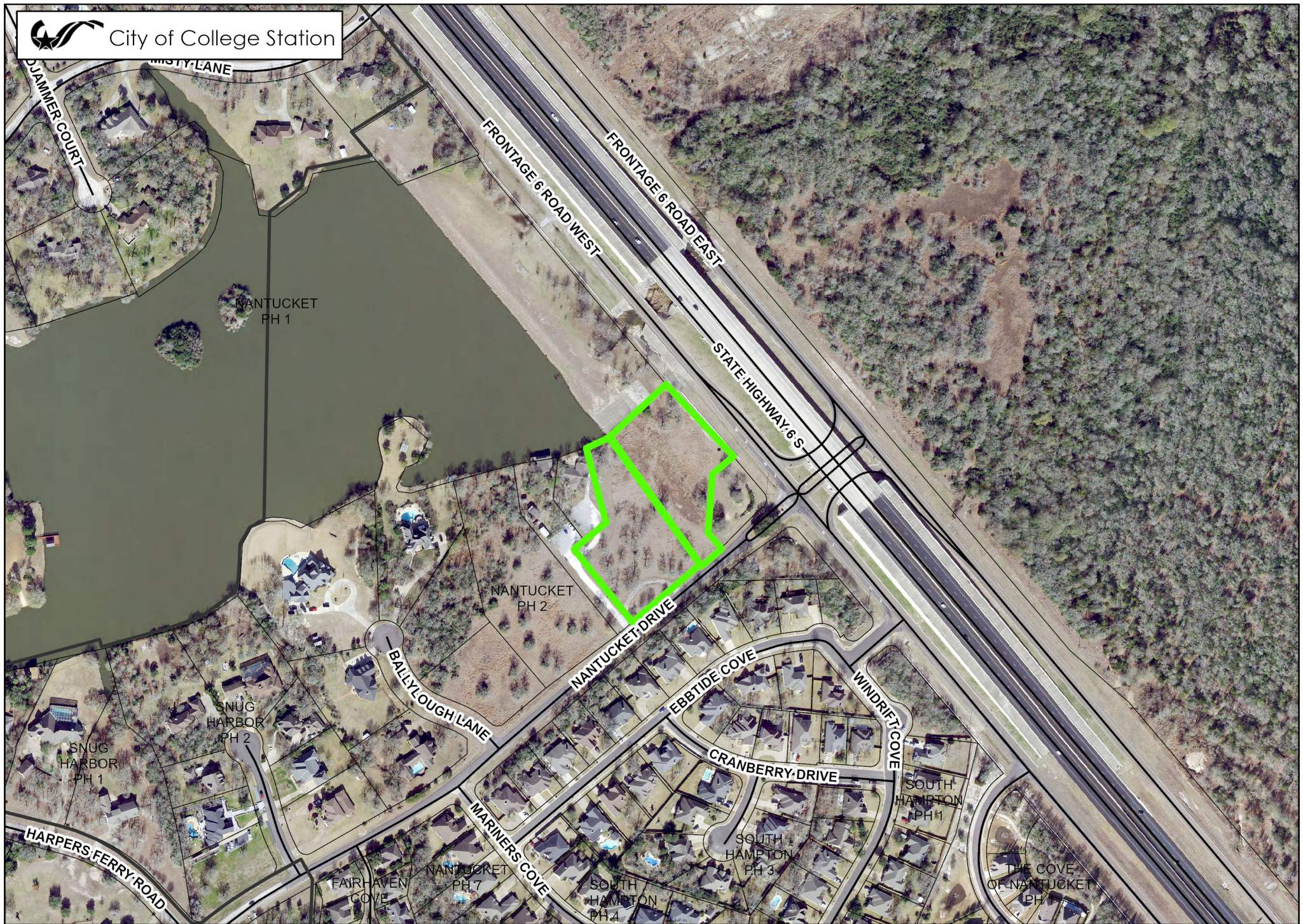


Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles



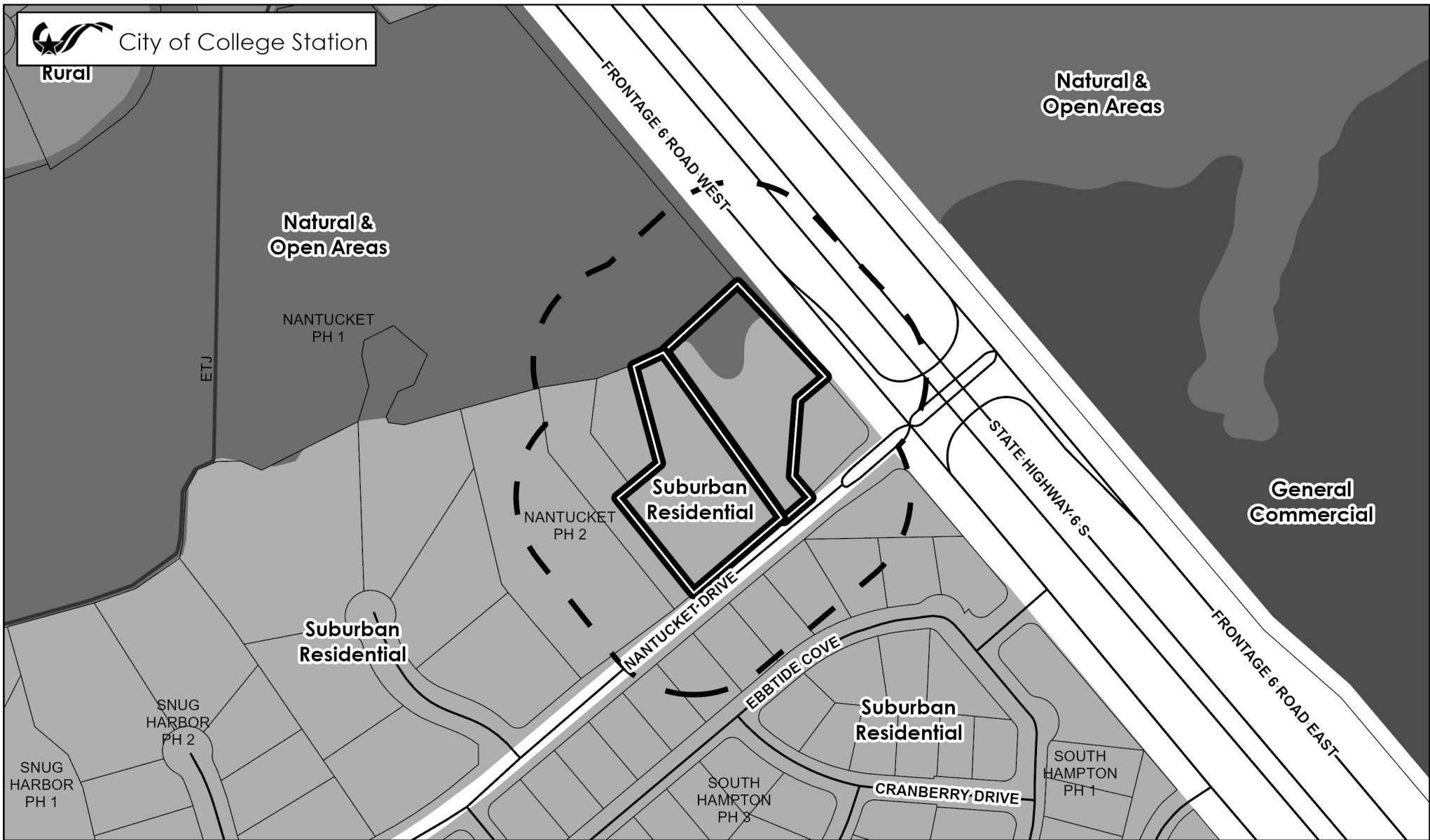


0 312.5 625 Feet

MCPHERSON ENDODONTICS

Case:
CPA2024-000001

**COMPREHENSIVE PLAN
AMENDMENT**



FUTURE LAND USE DISTRICTS (In Grayscale)

<u>Residential</u>	<u>Non-Residential</u>	<u>Combined Centers</u>	<u>Other</u>	<u>Wellborn</u>	
Urban Residential	General Commercial	Urban Center	Institutional/Public	Wellborn Commercial	Wellborn Estate
Mixed Residential	Neighborhood Commercial	Neighborhood Center	TAMU	Wellborn Business Park	Wellborn Estate - Open
Suburban Residential	Business Center		Parks & Greenways	Wellborn Suburban	Wellborn Preserve
Estate Residential	Medical		Natural & Open Areas	Wellborn Restricted Suburban	Wellborn Preserve - Open
Rural			Redevelopment Areas		
Neighborhood Conservation					

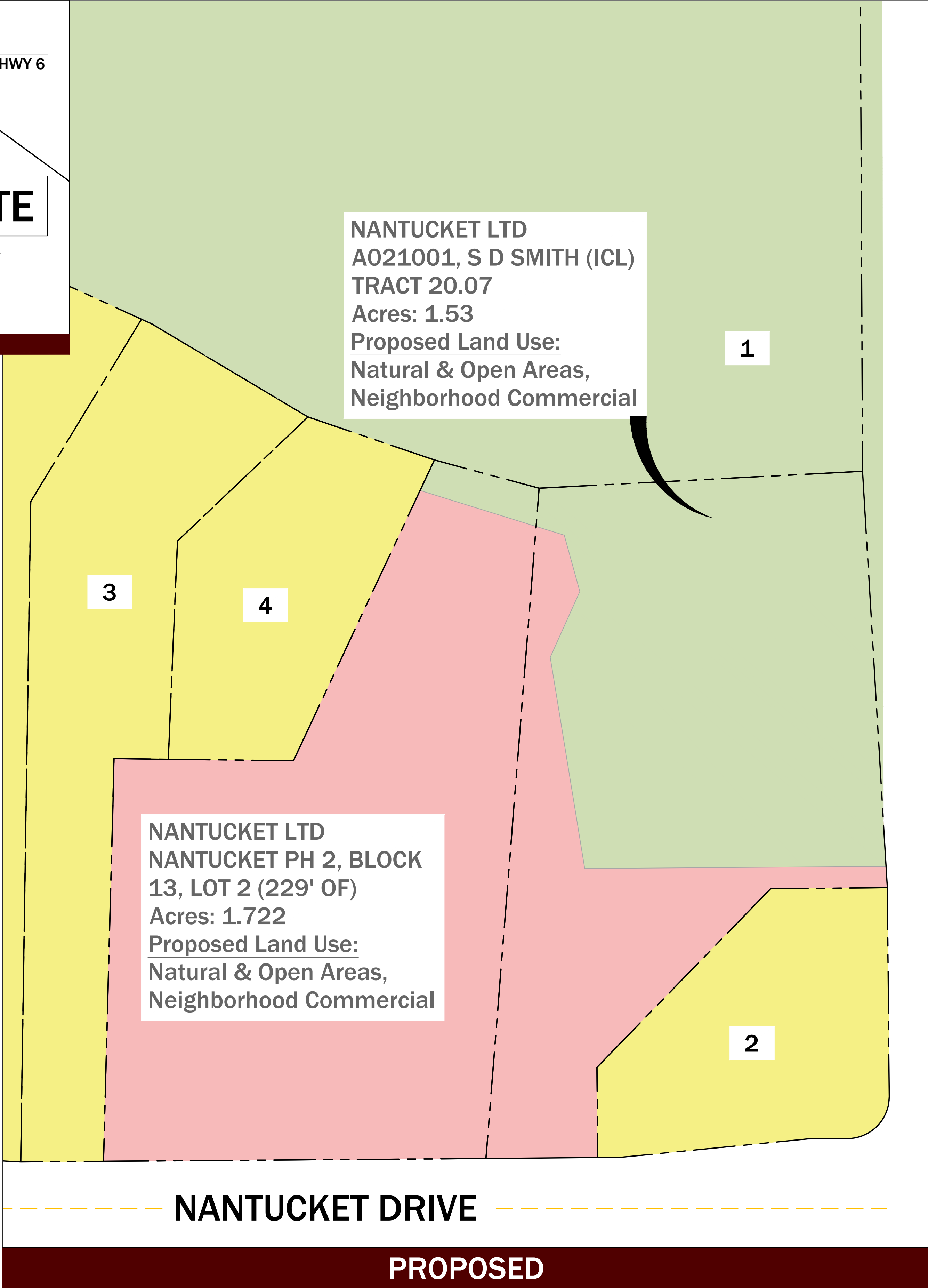
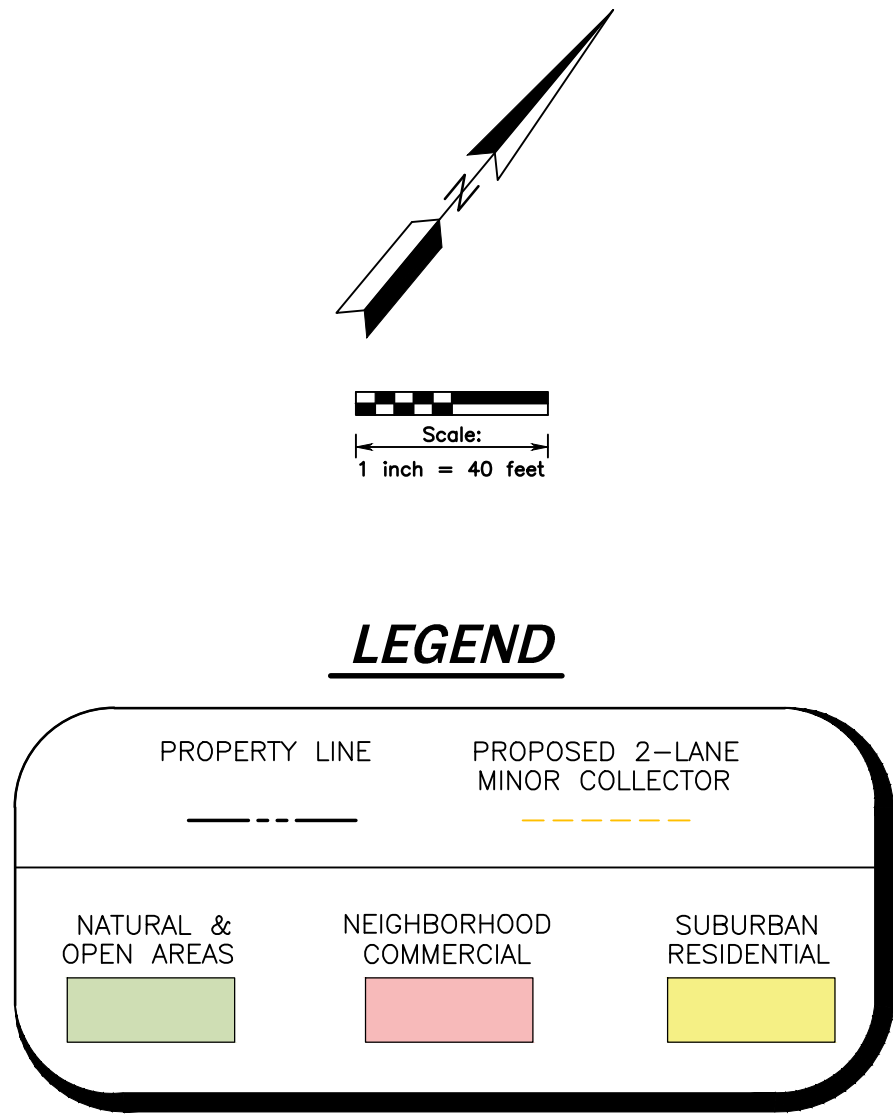
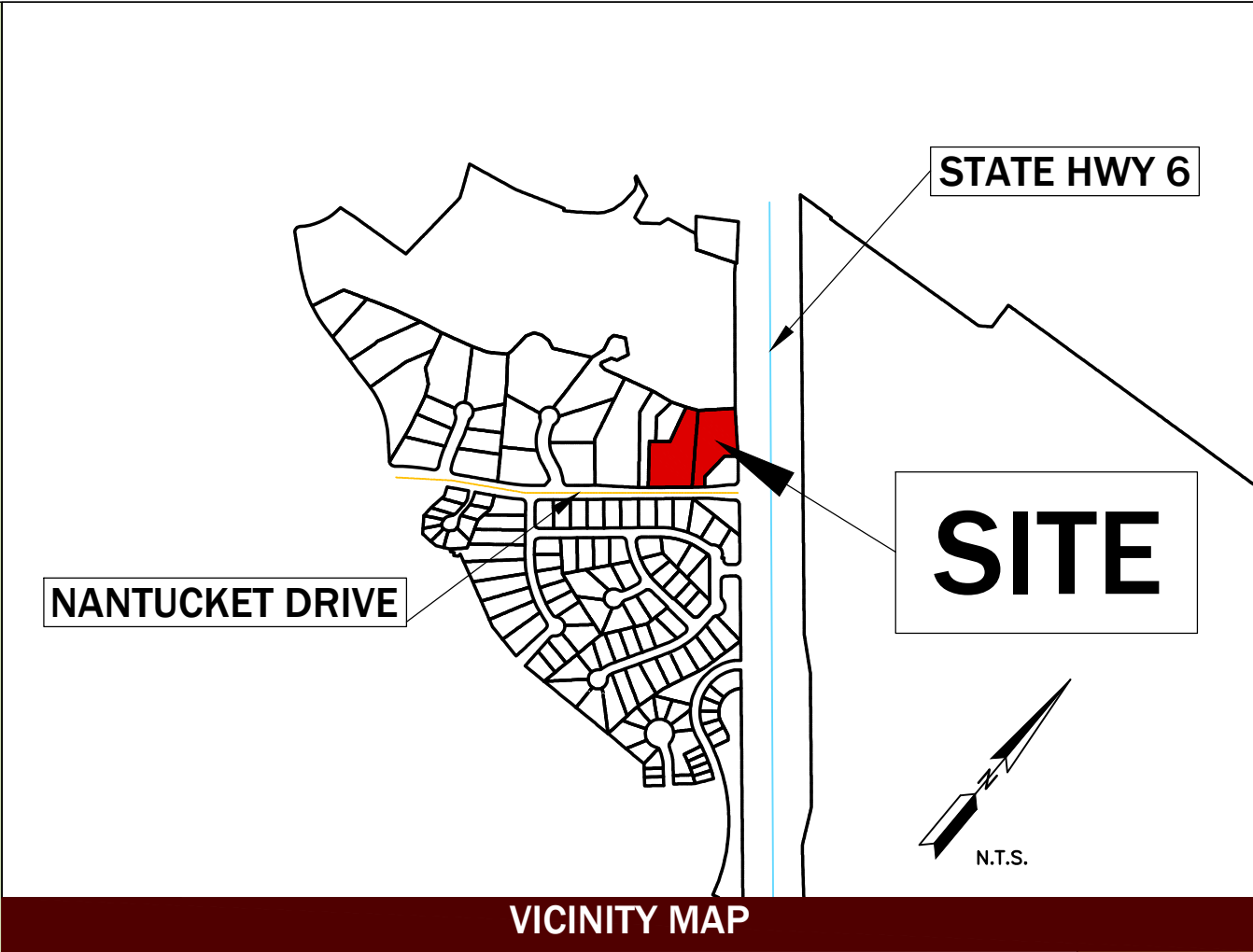
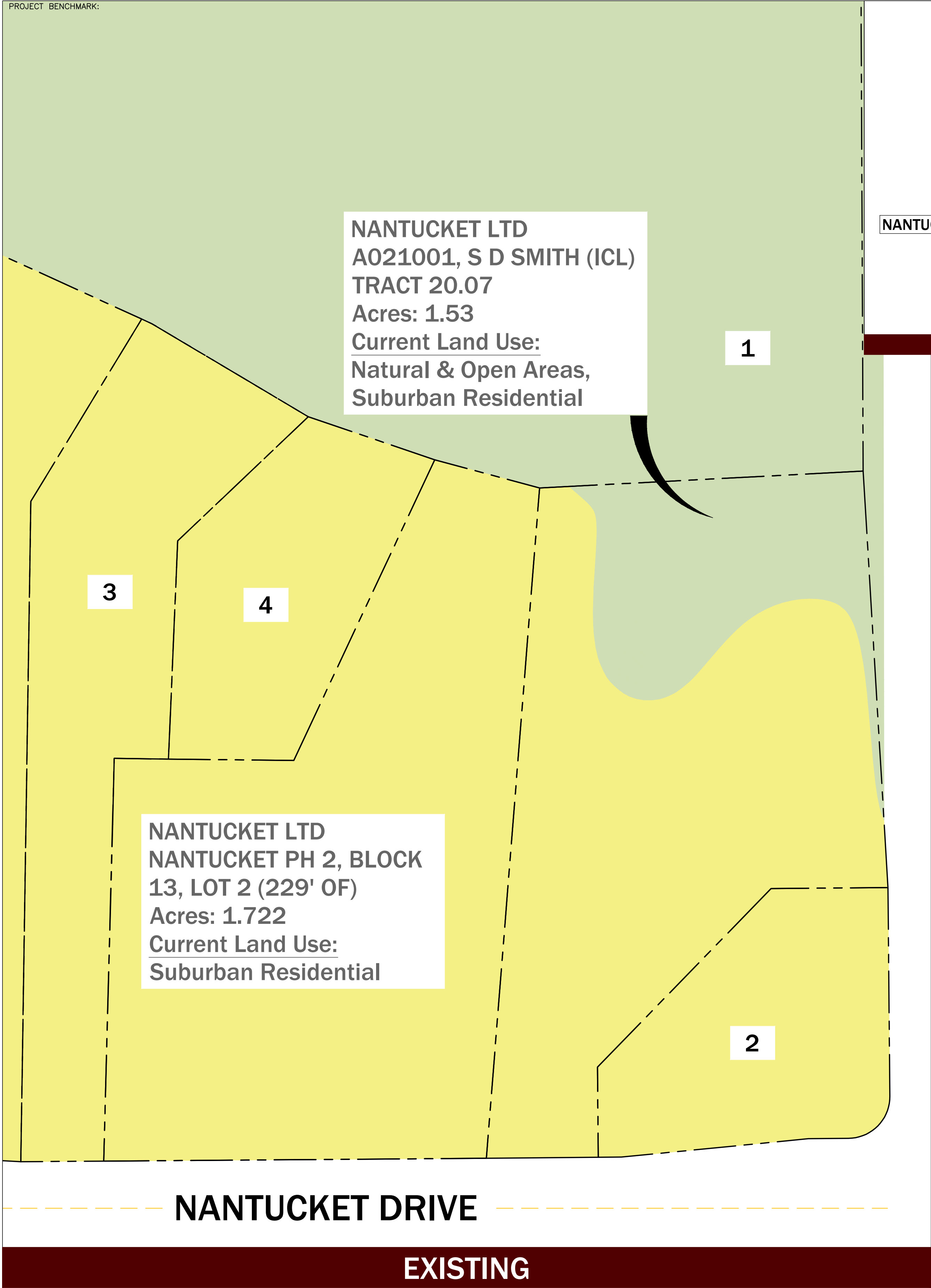


0 265 530 Feet

MCPHERSON ENDODONTICS

Case:
CPA2024-000001

**COMPREHENSIVE PLAN
AMENDMENT**



Number	Owner	Legal Description	Current Zoning	Current Land Use
1	NANTUCKET PRESERVATION ASSOC INC	A021000, S D SMITH (OCL), TRACT 20, 36.12 ACRES, RESIDUE OF NANTUCKET - LAKE	R - Rural	Natural & Open Area
2	NANTUCKET PRESERVATION ASSOC INC	A021001, S D SMITH (ICL), TRACT 20.02, 0.48 ACRES	R - Rural	Suburban Residential
3	SYKES R MARK	NANTUCKET PH 2, BLOCK 13, LOT 3 (50' OF), ACRES .67	R - Rural	Suburban Residential
4	SOUTH CENTRAL TEXAS PROPERTIES LLC	NANTUCKET PH 2, BLOCK 13, LOT 3 (BACK 75' OF), ACRES .61	R - Rural	Suburban Residential

- NOTES:**
- In accordance with FEMA'S FLOOD INSURANCE RATE MAP panel 48041C0350E, the site lies within the 100-year floodplain boundary, Effective Date : 5/16/2012

MITCHELL
M&M
MORGAN

T.979.260.6963
F.979.260.3564
TX. FIRM # F-1443

3204 EARL RUDDER FWY. S.
COLLEGE STATION, TX 77845

PLAN & DESIGN SPECIALISTS IN
CIVIL ENGINEERING • HYDRAULICS
HYDROLOGY • UTILITIES • STREETS
SITE PLANS • SUBDIVISIONS
www.mitchellandmorgan.com

For Interim Review Only
These documents are not
to be used for final
bidding, or permit purposes.
Without J&B Morgan, P.E.
No. 77089

FEBRUARY 2024
Drawn By: TTE
Checked By: VBM

Prepared For:
NANTUCKET LTD
122 FERTILIZER DR
AUSTIN, TX 78734-5075

Revisions

**COMP PLAN AMENDMENT MAP
MCPHERSON ENDODONTICS**

CPA

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: May 2, 2024
Advertised Council Hearing Date: May 23, 2024

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:

Nantucket Preservation Association

Property owner notices mailed: 16
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	Natural and Open Areas	R Rural	Nantucket Lake
South	Suburban Residential	PDD Planned Development District	Nantucket Drive (local street)
East	General Commercial	GS General Suburban	State Highway 6 S (expressway/freeway) and Common Area for Nantucket Neighborhood Sign
West	Suburban Residential	R Rural	Commercial business

DEVELOPMENT HISTORY

Annexation: August 1996
Zoning: A-O Agricultural Open (1996)
Renamed to R Rural (2013)
Final Plat: Nantucket Ph 1 and Nantucket Ph 2
Site development: Undeveloped



COMP PLAN APPLICATION SUPPORTING INFORMATION

Name of Project: MCPHERSON ENDODONTICS (CPA2024-000001)

Address:

Legal Description: A021001, S D SMITH (ICL), TRACT 20.07, 1.5346 ACRES

Total Acreage: 3.25

Applicant: MITCHELL & MORGAN

Property Owner: NANTUCKET LTD

What element of the Comprehensive Plan and at what location is requested to be amended?

Land Use Plan Amendment at State Highway 6 and Nantucket Drive

What is the amendment requested?

We request to amend the Comprehensive Land Use Plan for this property from Residential Suburban to Neighborhood Commercial and Natural & Open Areas.

What is the reason for the amendment?

The subject property has been off and, on the market, and remained undeveloped for many years. With its location on the State Highway 6 frontage road, it would serve well as a neighborhood office development anchored by a dental office with low impact uses to the nearby neighborhoods. The Comprehensive Plan states that Neighborhood Commercial land uses tend to be located adjacent to major roads along the fringe of residential areas. This tract is more ideal for office activities than residential development.

How will this change be compatible with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the city as a whole?

As the southern areas of the city continue to develop, neighborhood office uses will become more important to serve the residents. Having professional offices, medical and/or dental offices within the vicinity of the nearby neighborhoods creates a sustainable environment by eliminating vehicle trips on public roadways to establishments further into College Station and by creating economic opportunities.

Explain the impact on environmentally sensitive and natural areas and infrastructure, including water, wastewater, drainage and transportation network.

We recognize that a portion of this property is in an environmentally sensitive area, and we will accommodate for this area in the design of our plans.

The property has available to it an 8-inch sanitary sewer line through the property and an 18-inch sanitary sewer line along Nantucket Drive. The water service to this property is provided by Wellborn Special Utility District. The uses associated with neighborhood retail and office uses on a 3.25-acre tract should not have an issue with water or wastewater service based upon these line sizes.

A traffic impact analysis will not be required for this development as traffic is low enough for these uses that it will not exceed the threshold to require one.

Drainage is important to consider on the subject property due to the location of the dam and spillway for the lake. The Natural Areas Preserved area shown with this request was created based upon the projected 100-year flood water surface elevation for the dam and spillway in the report titled "Proposed Spillway Improvements to Nantucket Lake" dated December 1984 and prepared by Jerry Bishop & Associates. Based upon this Comprehensive Plan and future rezoning boundary, we have protected the potential flood area from building development. The only development would be a nature trail with only trail improvements and no structures.

Explain how this change will be consistent with the goals and strategies set forth in the Comprehensive Plan.

The Comprehensive Plan promotes creating places of distinction as identified in the goals and objectives. The requested land use plan amendment request is consistent with the following intentions set by the City of College Station, found in Chapter 2: Distinctive Places:

- A priority for infill development (and redevelopment) over expansion of the urban area, and engaging the residents in development planning,
- That growth occurs in a sustainable and efficient manner to accommodate an increasing population and mitigates negative impacts on the natural and built environment, minimize sprawl, and makes sound economic sense for infrastructure provision and City services
- Existing neighborhoods are conserved, enhanced, or revitalized with harmonious improvements, infill development, and compatible adjacent land uses that enhance the established neighborhood's character..

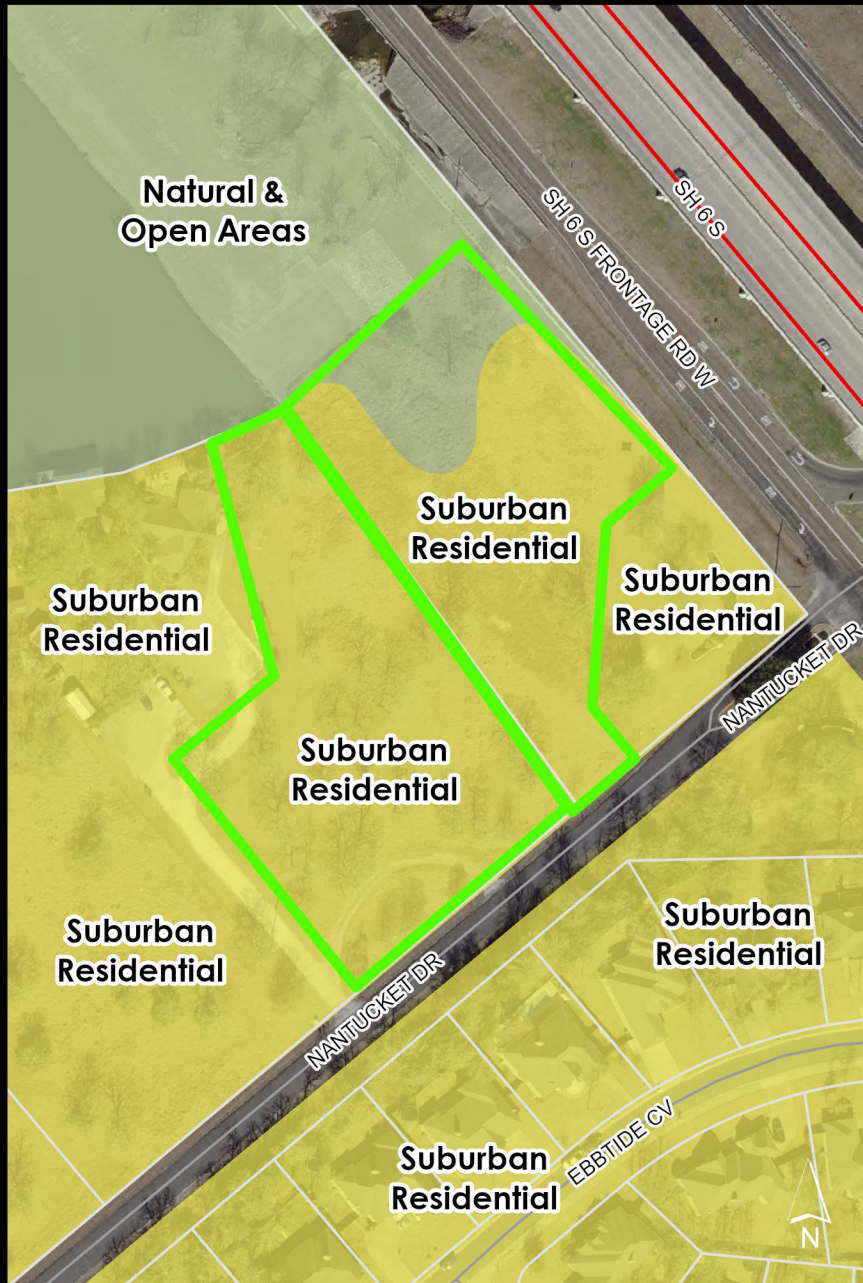
List any other reasons to support this zone change.

N/A

List any other additional properties.

N/A

EXISTING Future Land Use



PROPOSED Future Land Use



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE OFFICIAL CITY OF COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN– FUTURE LAND USE & CHARACTER MAP FROM SUBURBAN RESIDENTIAL AND NATURAL AND OPEN AREAS TO NEIGHBORHOOD COMMERCIAL AND NATURAL AND OPEN AREAS FOR APPROXIMATELY 3.25 ACRES OF LAND, GENERALLY LOCATED WEST OF THE INTERSECTION OF NANTUCKET DRIVE AND STATE HIGHWAY 6 S; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the “Official City of College Station Comprehensive Plan” is hereby amended by adding new Subsection “E.1.d” of Exhibit “A” thereto as set out in Exhibit “A” attached hereto and made a part hereof; as set out in Exhibit “B” attached hereto and made a part hereof.

PART 2: That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

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

PASSED, ADOPTED and APPROVED this _____ day of ____, 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Ordinance No.4303 adopting the “Official City of College Station Comprehensive Plan” as amended, is hereby amended by adding Subsection “E.1.d” to Exhibit “A” of said plan for Exhibit “A” to read in its entirety as follows:

A. Comprehensive Plan

The Official City of College Station Comprehensive Plan (Ordinance 4303) is hereby adopted and consists of the following:

1. Plan Foundation;
2. Distinctive Places;
3. Strong Neighborhoods;
4. A Prosperous Economy;
5. Engaging Spaces;
6. Integrated Mobility;
7. Exceptional Services;
8. Managed Growth;
9. Collaborative Partnerships; and
10. Plan Implementation

B. Master Plans

The following Master Plans are hereby adopted and made a part of the Official City of College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
5. Parks, Recreation, and Open Spaces Master Plan dated July 2011;
6. Medical District Master Plan dated October 2012;
7. Wellborn Community Plan dated April 2013;
8. Economic Development Master Plan dated May 2020;
9. The Water System Master Plan dated April 2017; and
10. The Wastewater System Master Plan dated April 2017.

C. Master Plan Amendments

The following Master Plan Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Expiring the East College Station Transportation Study dated May 2005 – Ordinance 4404, dated November 10, 2022.
2. Expiring the Central College Station Neighborhood Plan dated June 2010 – Ordinance 4404, dated November 10, 2022.
3. Expiring the Eastgate Neighborhood Plan dated June 2011 – Ordinance 4404, dated November 10, 2022.
4. Expiring the Southside Area Neighborhood Plan dated August 2012 – Ordinance 4404, dated November 10, 2022.
5. Expiring the South Knoll Neighborhood Plan dated September 2013 – Ordinance 4404, dated November 10, 2022.

D. Text Amendments

The following Text Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Text Amendments:
 - a. *Chapter 2. Distinctive Places* by amending the text regarding the Neighborhood Center future land use description, intent, and generally appropriate zoning districts – Ordinance 4351, dated April 28, 2022.
 - b. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to remove expired plans – Ordinance 4404, dated November 10, 2022.

E. Map Amendments

The following Map Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Future Land Use & Character Map:
 - a. Approximately 5 acres of land generally located at 2354 Barron Road from Suburban Residential to Neighborhood Commercial – Ordinance 4365, dated June 23, 2022.

- b. Approximately 17 acres of land generally located at 400 Double Mountain Road from Medical to Urban Residential – Ordinance 4378, dated August 11, 2022.
 - c. Approximately 0.19 acres of land generally located at 106 Southland Street from Suburban Residential to Neighborhood Commercial – Ordinance 4388, dated September 8, 2022
 - d. Approximately 3.25 acres of land generally located west of the intersection of Nantucket Drive and State Highway 6 S from Suburban Residential and Natural and Open Areas to Neighborhood Commercial and Natural and Open Areas
2. Planning Areas Map:
- a. Removing the Central College Station Neighborhood Plan, Eastgate Neighborhood Plan, Southside Area Neighborhood Plan, and South Knoll Neighborhood Plan – Ordinance 4404, dated November 10, 2022.

F. General

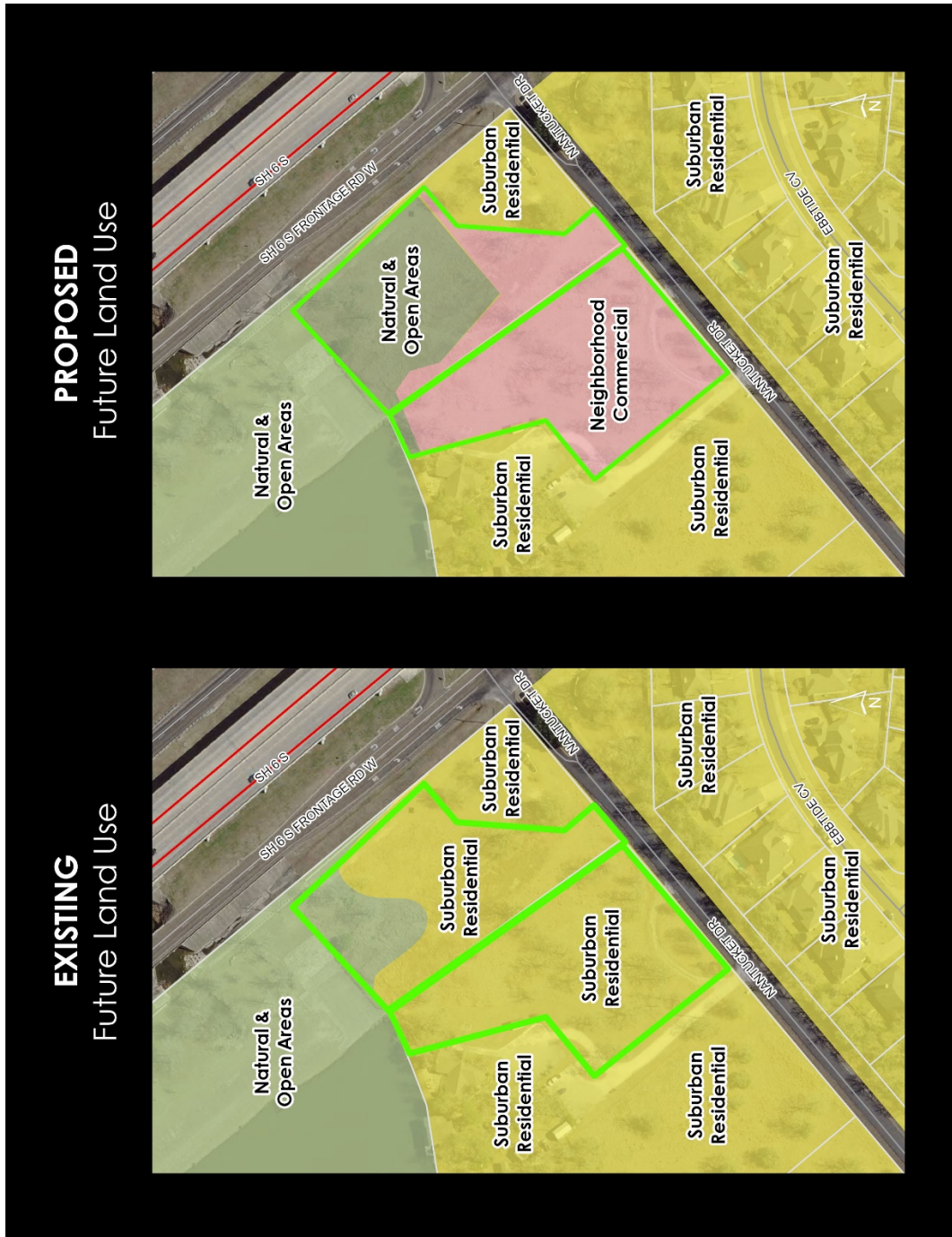
1. **Conflict.** All parts of the Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.
2. **Purpose.** The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its Extraterritorial Jurisdiction (“ETJ”). The Comprehensive Plan depicts generalized locations of proposed future land uses, including thoroughfares, bicycle and pedestrian ways, parks, greenways, and waterlines, and sewer lines that are subject to modification by the City to fit local conditions and budget constraints.
3. **General nature of Future Land Use.** The Comprehensive Plan, in particular the Future Land Use & Character Map and any adopted amendments thereto, shall not be, nor be considered, a zoning map, shall not constitute zoning regulations or establish zoning boundaries, and shall not be site or parcel specific but shall be used to illustrate generalized locations.
4. **General nature of College Station Comprehensive Plan.** The Comprehensive Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way

availability that warrant further refinement as development occurs. Linear routes such as thoroughfares, bikeways, pedestrian ways, greenways, waterlines, and sewer lines that are a part of the Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Comprehensive Plan without being considered an amendment thereto.

5. **Reference.** The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

EXHIBIT B

That the “Official City of College Station Comprehensive Plan” is hereby amended by amending a portion of the map titled “Future Land Use & Character” from Suburban Residential and Natural and Open Areas to Neighborhood Commercial and Natural and Open Areas for the following property:



May 23, 2024
Item No. 9.5.
McPherson Rezoning

Sponsor: Robin Macias

Reviewed By CBC: N/A

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to PDD Planned Development District on approximately 3.25 acres being in the Sterrett D. Smith League, Abstract 210 and a portion of Lot 3, Block 13, Nantucket Phase 2, generally located west of the intersection of Nantucket Drive and State Highway 6 South.

Relationship to Strategic Goals:

Diverse and growing economy

Recommendation(s): Staff recommends approval of the rezoning and associated Concept Plan as it is in line with the proposed amendment to the Comprehensive Plan, is compatible with the surrounding area, and the community benefits provided will offset the change in use of the property.

Summary: This request is to rezone the subject property from R Rural to PDD Planned Development District with a base zoning of O Office and NAP Natural Areas Protected. The proposed Concept Plan shows the general building and parking layout of the site as well as open space and a walking trail. The proposed concept plan will remove a portion of the buffer at the northwest corner of the lot between the subject property and the adjacent property that is zoned R Rural and remove the requirement for a fence along the buffer, but will remove more intense uses, modify signage requirements and lighting to the standards of the SC Suburban Commercial zoning district, restrict parking lot lighting, increase architectural standards, restrict business hours, and provide for a recreational trail. The Planning and Zoning Commission heard this item at the May 2, 2024 meeting and unanimously recommended approval.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The Comprehensive Plan Future Land Use and Character Map designates the subject property as Suburban Residential and Natural and Open Areas. The Comprehensive Plan generally describes the Suburban Residential land use designation as follows:

Areas of primarily single-family residential areas that consist of low to moderate density single-family lots. These areas may also include limited townhomes, duplexes, other housing types and some non-residential uses that are compatible with surrounding single-family areas.

The intent of the district is to:

- Accommodate streetscape features such as sidewalks, street trees, and lighting
- Support neighborhoods with a mix of housing types

The Comprehensive Plan generally describes the Natural and Open Areas land use designation as

follows:

Areas that represent a constraint to development and that should be conserved for their natural function or open space qualities. These areas can include floodplains, riparian buffers, common areas, and open space.

The zoning districts that are generally appropriate within this land use within the Suburban Residential and Natural and Open Areas include: GS General Suburban and NAP Natural Areas Protected.

This application is in conjunction with a Comprehensive Plan amendment to change the future land use designation from Suburban Residential and Natural and Open Areas to Neighborhood Commercial and Natural and Open Areas.

The Comprehensive Plan generally describes the Neighborhood Commercial land use designation as follows:

Areas of commercial activities that cater primarily to nearby residents. These areas tend to be smaller format than general commercial and are located adjacent to major roads along the fringe of residential areas. Generally appropriate zoning districts include suburban commercial and office zoning.

The proposed zoning district of PDD Planned Development District with a base zoning of O Office and NAP Natural Areas Protected would be in line with the proposed amendment to the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The property has frontage to State Highway 6 S and Nantucket Drive. Adjacent properties are zoned R Rural to the north and west and PDD Planned Development District to the south. The property to the east of the subject property across State Highway 6 S is zoned R Rural.

The O Office zoning district is intended to accommodate selected commercial businesses that provide service rather than sell products. The uses allowed should have relatively low traffic generation and require limited location identification.

The property to the north is Nantucket Lake. The adjacent lots to the west are developed as a photography studio and office space. Properties to the south are developed as residential homes.

The proposed zoning district is appropriate for the surrounding area as commercial development continues to grow south. The proposed zoning district will be appropriate with the accompanying comprehensive plan amendment to Neighborhood Commercial.

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 developments allowed within this proposed zoning district. A small portion of the property is designated as FEMA floodplain. Additional site area is proposed to be rezoned with a base zoning of NAP Natural Areas Protected to prevent

development in portions of the site that are anticipated to be flooded during a 100-year storm due to the adjacent spillway and dam. The site has adequate space to meet the minimal dimensional standards for the base zoning districts of O Office and NAP Natural Areas Protected.

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 has frontage to State Highway 6 S, a freeway/expressway on the Thoroughfare Plan, and Nantucket Drive, a local street. The site will take access off of Nantucket Drive. A traffic impact analysis was not required for the proposed request as the anticipated traffic volume falls below the threshold of 150 trips in the peak hour that would require a TIA to be performed.

5. The marketability of the property:

The applicant has stated that the subject property has remained undeveloped for the past 40 years and has been marketed for non-residential uses. Given the proximity to State Highway 6 S, these lots are more suitable for more intense development to support the growing residential lots with neighborhood-scale office uses while protecting the natural areas.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building areas as well as other site related features. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

The applicant held two neighborhood meetings where they presented the rezoning request and concept plan and worked with the surrounding neighborhood on desired modifications and benefits.

The adjacent property owners have expressed a desire to remove the required fence along the required buffer area to preserve the open feel of the area. They feel installing a fence would restrict the view of the lake while entering or leaving the neighborhood via Nantucket Drive.

Purpose and Intent:

The Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development, which is to provide commercial offices that are compatible with the surrounding neighborhood.

The proposed Concept Plan allows for the removal of the required fence along the buffer area and the removal of a 50-ft. portion of the required buffer area at the northwest corner of the property. The Concept Plan also offers several community benefits to mitigate impacts the development may have on the adjacent residential development.

Base Zoning and Meritorious Modifications:

The Planned Development District has a base zoning of O Office and NAP Natural Areas Protected. At the time of site plan, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the base zoning district, except where meritorious modifications are granted with the PDD zoning.

The applicant is requesting the following meritorious modifications:

- Remove the fence along the buffer yard as required in Section 7.7.F of the UDO and only provide a minimum of one 2-inch caliper canopy tree per 25 linear feet of landscape buffer and a minimum of 1.25-inch caliper non-canopy tree per 15 linear feet of landscaping buffer.
- Remove 50 feet of buffer yard as required in Section 7.7 of the UDO along the shared property line as depicted in the Concept Plan.

Community Benefits:

The applicant is proposing the following community benefits:

1. Remove more intense permitted uses as follows:
 - Educational Facility, Indoor Instruction
 - Educational Facility, Vocational/Trade
 - Animal Care Facilities, Indoor
 - Day Care, Commercial
 - Personal Service Shop
 - Printing/Copy Shop
 - Dry Cleaners and Laundry
 - Sexually Oriented Business
 - Wireless Telecommunication Facilities – Unregulated, Intermediate and Major

The uses to be permitted on the site are as follows:

- Educational Facility, Tutoring
- Education Facility, Primary & Secondary
- Governmental Facilities
- Utilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Art Studio, Gallery

- Offices
- Radio/TV Studios
- Parking as a primary use – Permitted with a Conditional Use Permit

2. The property will follow SC Suburban Commercial development standards for non-residential architectural standards as required in Section 7.10 of the UDO and parking lot lighting fixture requirements as specified in Section 7.11 of the UDO.

3. To limit disturbance to the residential area, the hours of operation for all businesses within the development will end at 7:00 p.m. For all medical or dental offices, new patients will not be received after 7:00 p.m. Appointments in progress will have the ability to conclude treatment. Additionally, parking lot lighting will be off during the limited hours of 8:00 p.m. to 6:00 a.m.

4. A recreational trail will be built along the perimeter of the NAP Natural Areas Protected area as depicted in the Concept Plan.

5. To minimize the visual impacts of stand alone on-street signage, no freestanding sign will be permitted. The site is limited to low-profile signs.

6. To reduce light pollution, only externally illuminated signage is allowed. No internally lit cabinet signage is allowed.

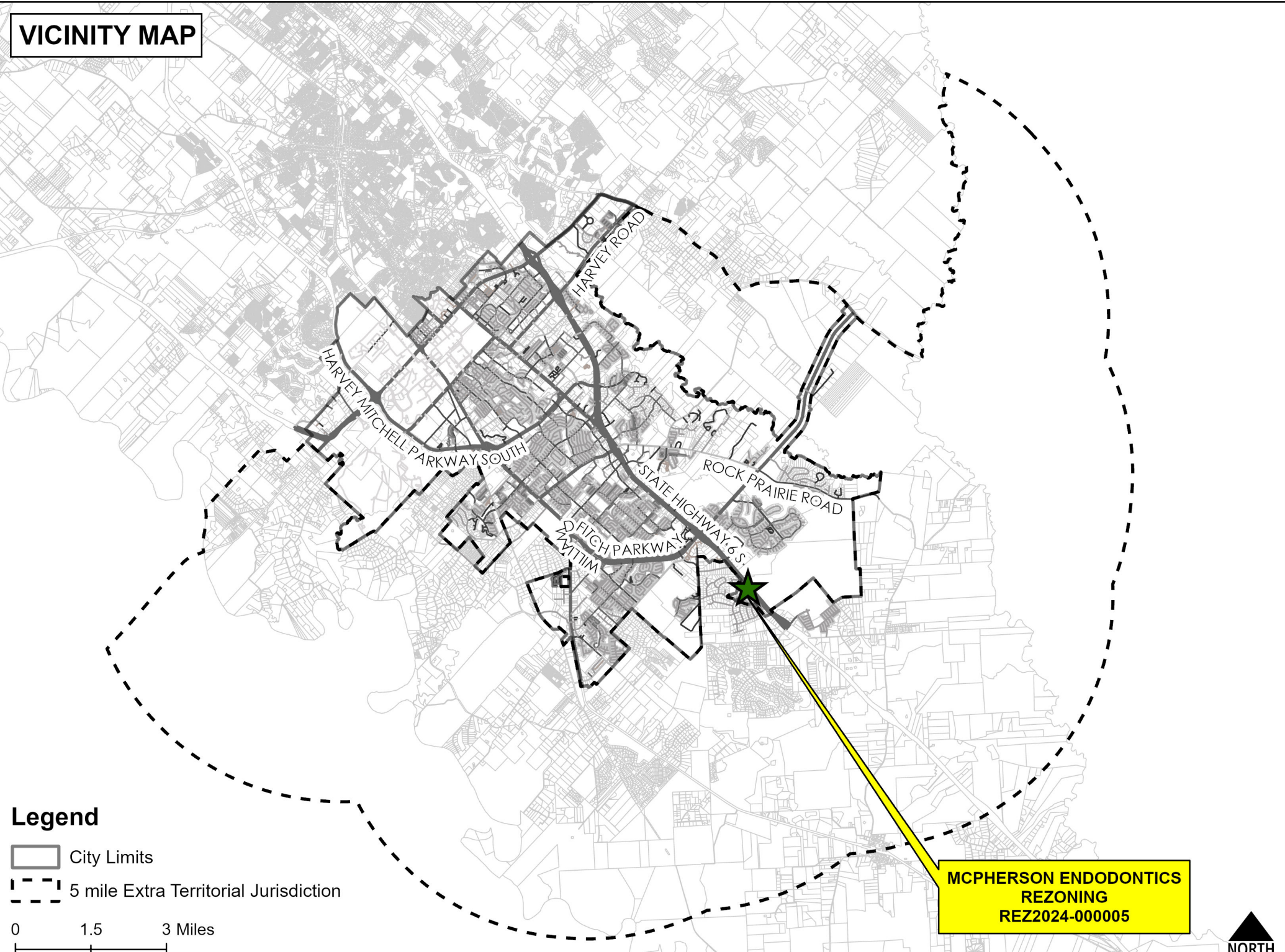
These community benefits will help offset the requested modifications by enhancing the architectural features of the buildings to maintain a neighborhood aesthetic, prohibiting freestanding signs, limiting the signage lighting to being only externally illuminated which is pointed directly at the sign, limiting hours of operation, limiting parking lot lighting hours, and removing more intense permitted uses. Providing a trail along the open area will provide the community with a recreation area to view the natural features of the area.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map, Aerial and Small Area Map
2. Background Information
3. Applicant's Supporting Information
4. Rezoning Exhibit
5. Bulk Variances Letter
6. Proposed Concept Plan
7. Letter to city - fence objection
8. Existing Future Land Use Map
9. Rezoning Map
10. Nantucket PDD Ordinance

VICINITY MAP



Legend

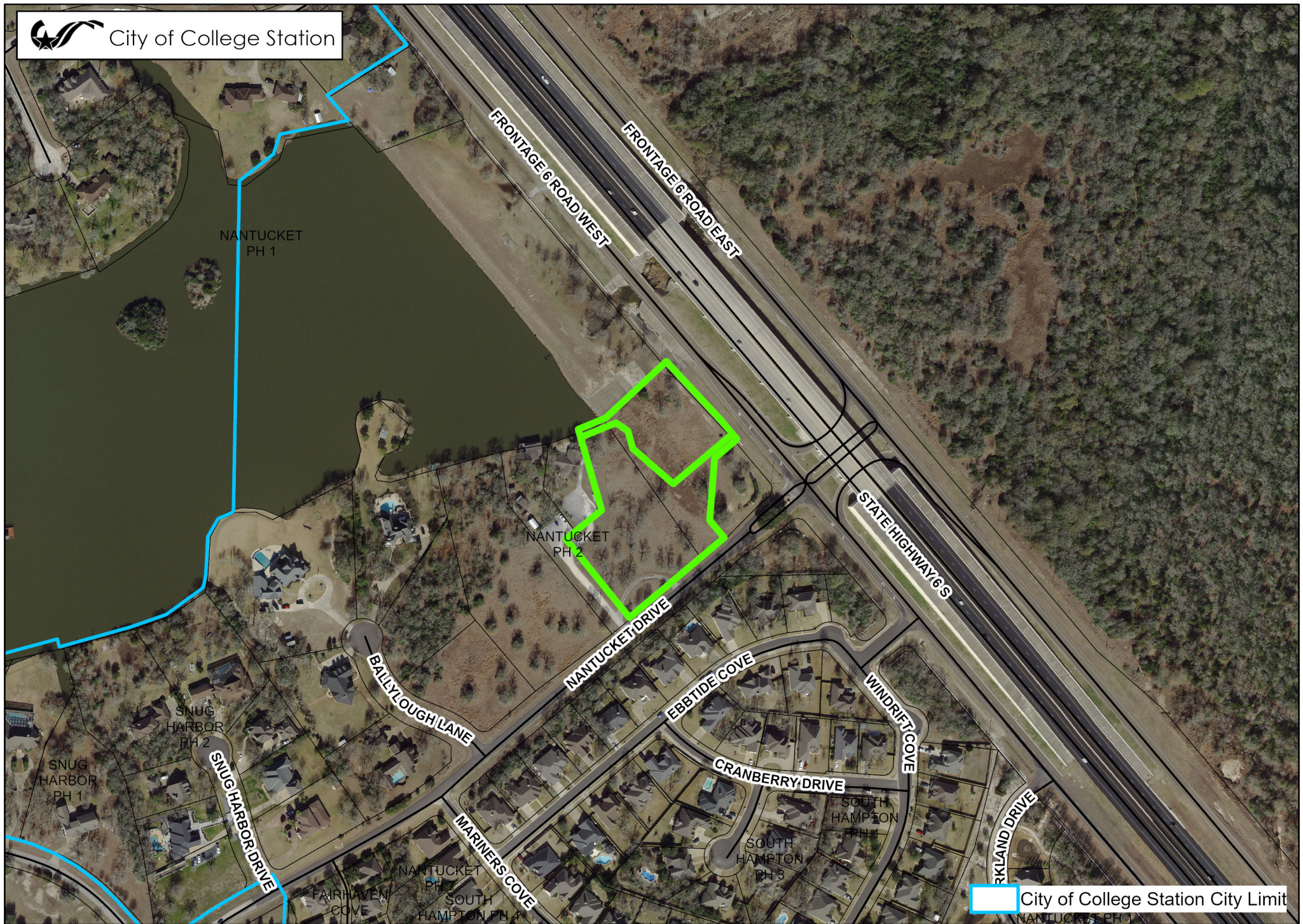
City Limits

5 mile Extra Territorial Jurisdiction

0 1.5 3 Miles

**MCPHERSON ENDODONTICS
REZONING
REZ2024-000005**





City of College Station City Limit



0 290 580 Feet

MCPHERSON ENDODONTICS REZONING

Case:
REZ2024-000005

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		MH	Middle Housing
R	Rural	MF	Multi-Family
WE	Wellborn Estate	MU	Mixed-Use
E	Estate	MHP	Manufactured Home Pk.
WRS	Wellborn Restricted Suburban		
RS	Restricted Suburban		
GS	General Suburban		
D	Duplex		
T	Townhome		

Non-Residential	
NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts	
P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts	
WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts	
OV	Corridor Ovr.
RDD	Redevelopment District
HOO	High Occupancy Ovr.
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

MCPHERSON ENDODONTICS REZONING

Case:
REZ2024-000005

REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: May 2, 2024
Advertised Council Hearing Date: May 23, 2024

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:

Nantucket Preservation Association

Property owner notices mailed: 16
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	Natural and Open Areas	R Rural	Nantucket Lake
South	Suburban Residential	PDD Planned Development District	Nantucket Drive (local street)
East	General Commercial	GS General Suburban	State Highway 6 S (expressway/freeway) and Common Area for Nantucket Neighborhood Sign
West	Suburban Residential	R Rural	Commercial business

DEVELOPMENT HISTORY

Annexation: August 1996
Zoning: A-O Agricultural Open (1996)
Renamed to R Rural (2013)
Final Plat: Nantucket Ph 1 and Nantucket Ph 2
Site development: Undeveloped



REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: MCPHERSON ENDODONTICS REZONING (REZ2024-000005)

Address:

Legal Description: A021001, S D SMITH (ICL), TRACT 20.07, 1.5346 ACRES

Total Acreage: 3.25

Applicant: CRISSY HARTL

Property Owner: NANTUCKET LTD

List the changed or changing conditions in the area or in the City which make this zone change necessary.

As the southern areas of the city continue to develop, medical facilities will become more important to serve the residents. Having professional offices, medical and/or dental offices within the vicinity of the nearby neighborhoods creates a sustainable environment by eliminating vehicle trips on public roadways to establishments further into College Station and by creating economic opportunities.

Further, the development will preserve the natural areas on the property, which will ultimately be an amenity to the office complex.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

We've requested a Comprehensive Plan Amendment to Neighborhood Commercial and Natural & Open Areas. If the Comprehensive Plan Amendment is approved, the rezoning request will be in compliance with the Land Use 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?

Neighborhood commercial land uses are intended to cater primarily to nearby residents. According to the Comprehensive Plan, these areas tend to be smaller format than general commercial and the structures are compatible in size, architecture and lot coverage with surrounding residential uses. Neighborhood commercial at this scale is designed to be compatible with residential and blend in with the character of the neighborhoods.

In addition to the compatibility of the uses proposed, the preserved open area will be compatible with the wide pattern of large lot open space throughout the subdivision.

Explain the suitability of the property for uses permitted by the rezoning district requested.

Even though these lots are largely designated as Suburban Residential, they have remained undeveloped for 40 years since being platted. Being the closest lots to State Highway 6, these lots have become more suitable for more intense level of development, while still being compatible with the surrounding residential lots.

Explain the suitability of the property for uses permitted by the current zoning district.

While residential development would be suitable and compatible with the developed residential lots in the Nantucket and South Hampton subdivisions, it's not as likely given the lots proximity to State Highway 6. These lots are more suitable to support the growing residential lots with neighborhood-scale office uses while protecting the natural areas.

Explain the marketability of the property for uses permitted by the current zoning district.

These lots have been on and off the market for several years and have been marketed for non-residential uses, as residential uses are not marketable at this location. There has been much interest in the lots for various non-residential uses such as office and commercial as these lots are more appropriate for small scale office uses.

List any other reasons to support this zone change.

N/A

Maximum Building Height.

20'

Proposed Drainage.

Drainage is important to consider on the subject property due to the location of the dam and spillway for the lake. The Natural Areas Preserved area shown with this request was created based upon the projected 100-year flood water surface elevation for the dam and spillway in the report titled "Proposed Spillway Improvements to Nantucket Lake" dated December 1984 and prepared by Jerry Bishop & Associates. Based upon this Comprehensive Plan and future rezoning boundary, we have protected the potential flood area from building development. The only development would be a nature trail with only trail improvements and no structures.

Variations Sought.

Please see the attached bulk variances letter.

Community Benefits.

Please see the attached bulk variances letter.

Sustained Stability.

Suburban Commercial developments are intended to be compatible with neighborhoods not only in the uses that are permitted, but also in the size and scale of the buildings as well as the design. This development will be very compatible to the character of the surrounding area, which will contribute greatly to the stability of the established Nantucket and South Hampton subdivisions.

Conformity.

The Comprehensive Plan promotes infill that mitigates negative impacts on the built and natural environment, prioritizes the management and conservation of natural areas, and that existing neighborhoods are conserved, enhanced, or revitalized with harmonious improvements, infill development, and compatible adjacent land uses that enhance the established neighborhood's character. The proposed office development is a representation of these policies, goals and objects and of many more found throughout the Comprehensive Plan.

Compatibility with use.

The base zoning for this PDD Planned Development District is O Office. According to the Unified Development Ordinance, the O Office district "will accommodate selected commercial businesses that provide a service rather than sell products, either retail or wholesale. The uses allowed have relatively low traffic generation and require limited location identification." The proposed office development built with a residential aesthetic will be very complimentary to the developed residences.

Access to Streets.

N/A

Public Improvements.

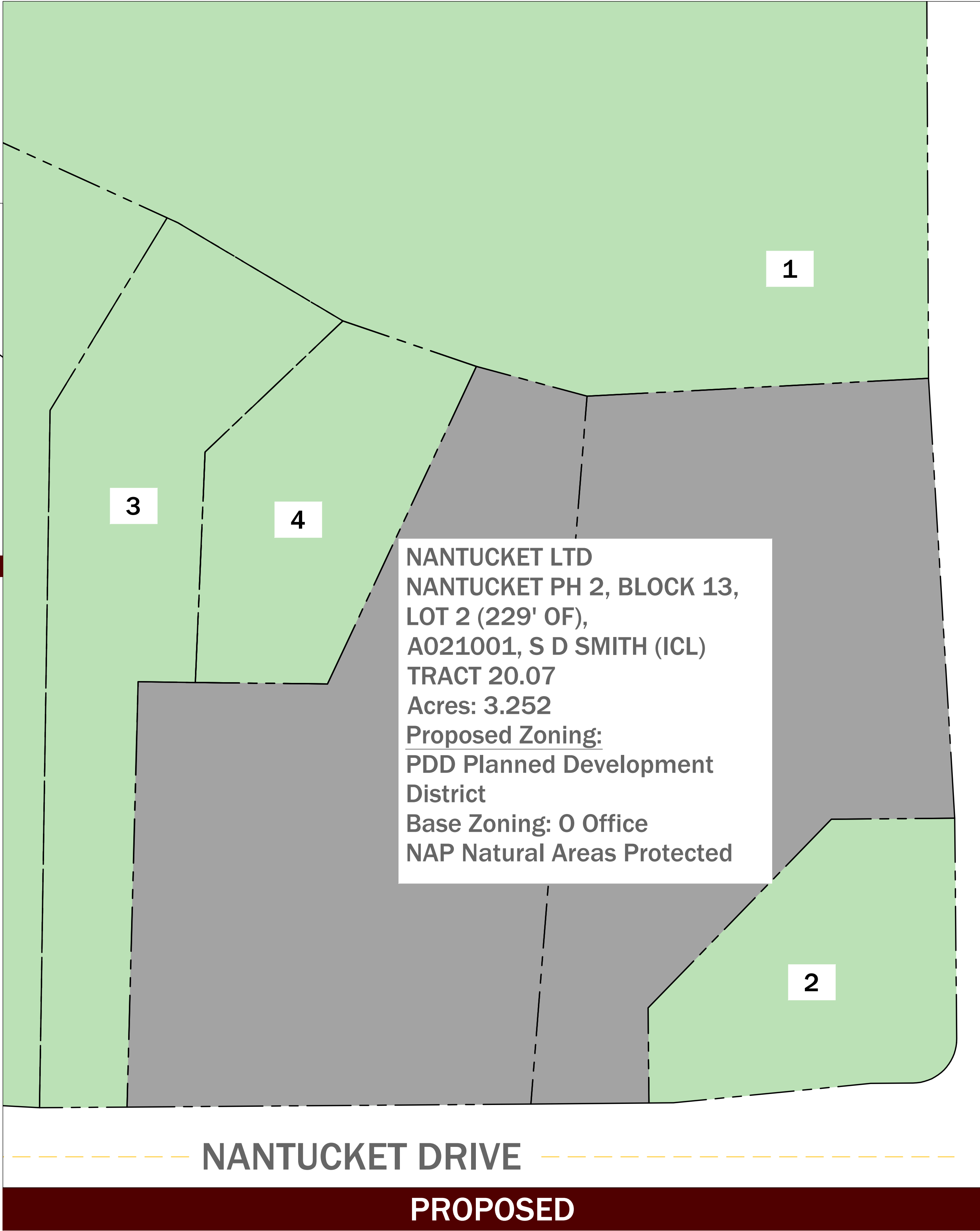
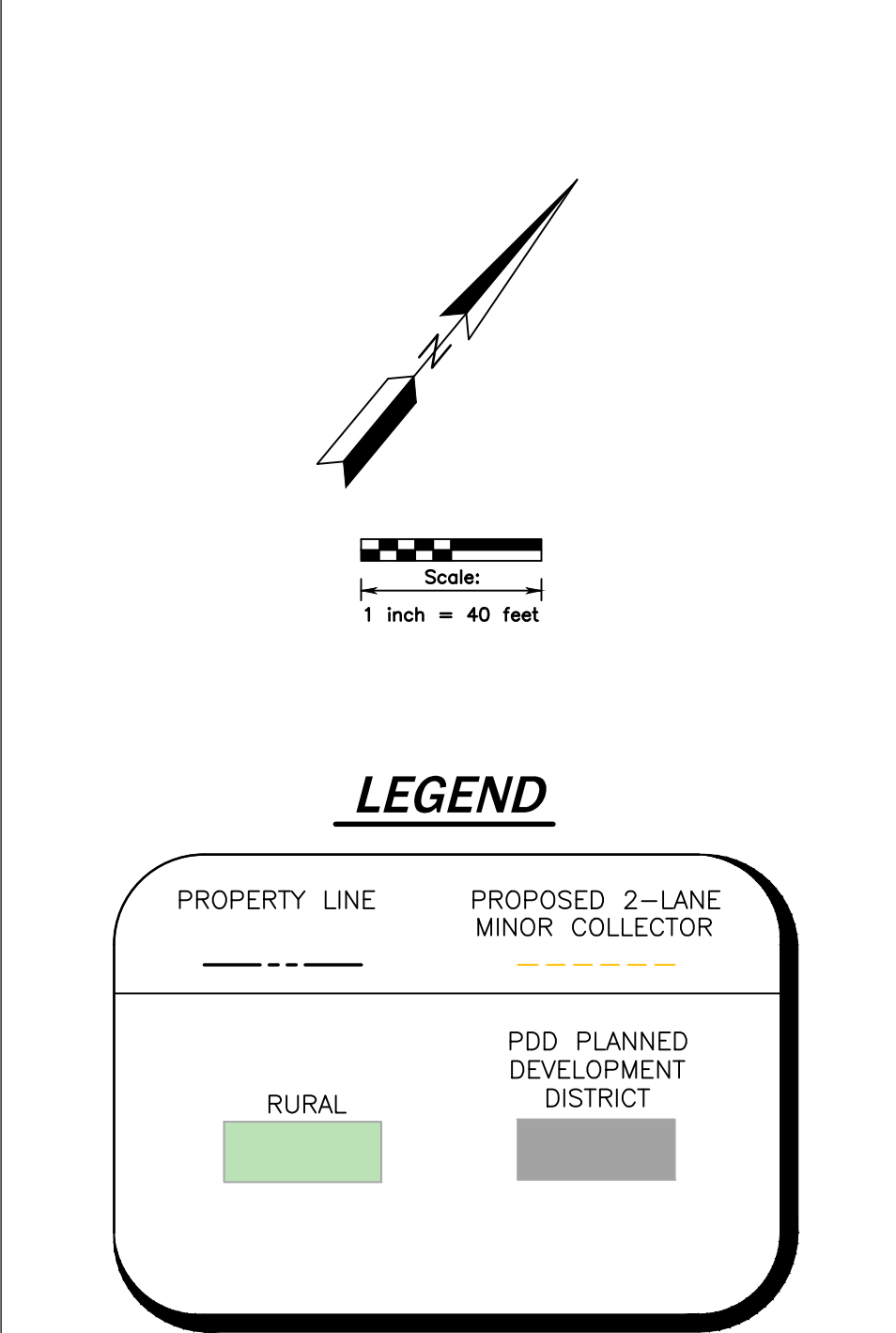
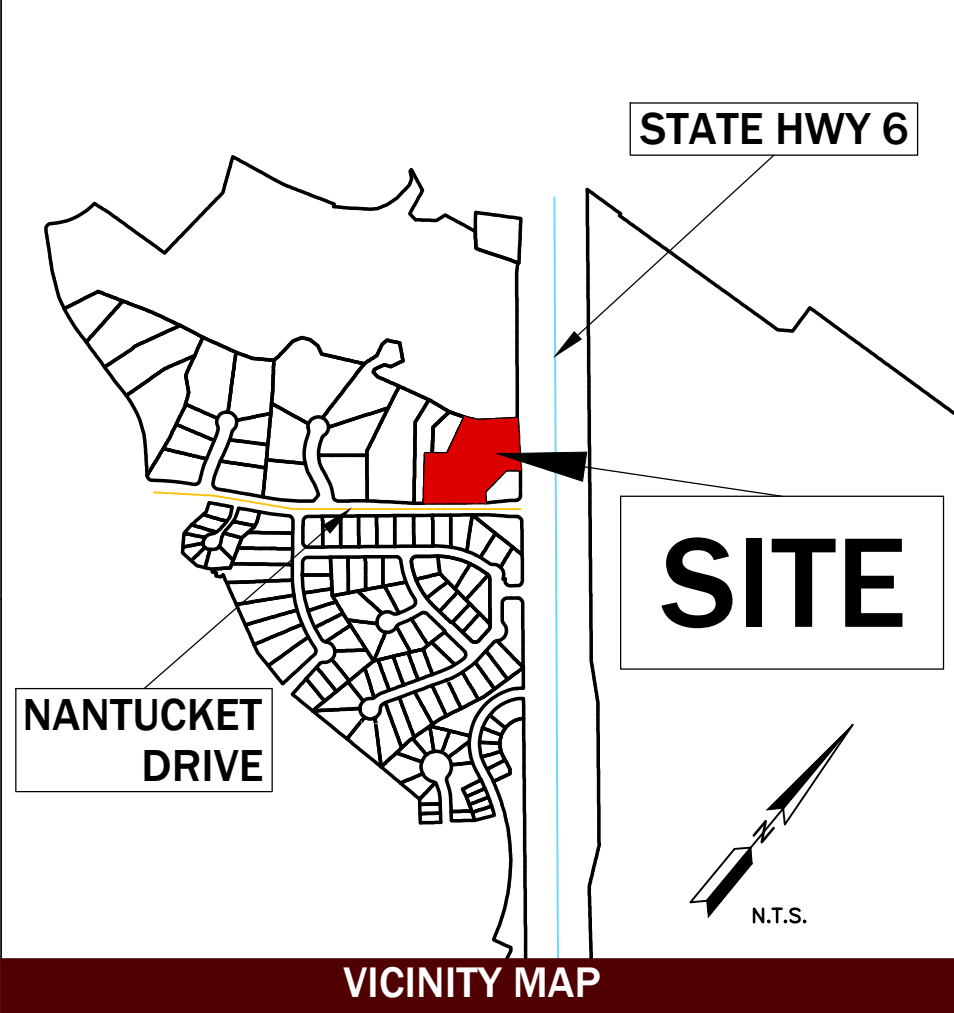
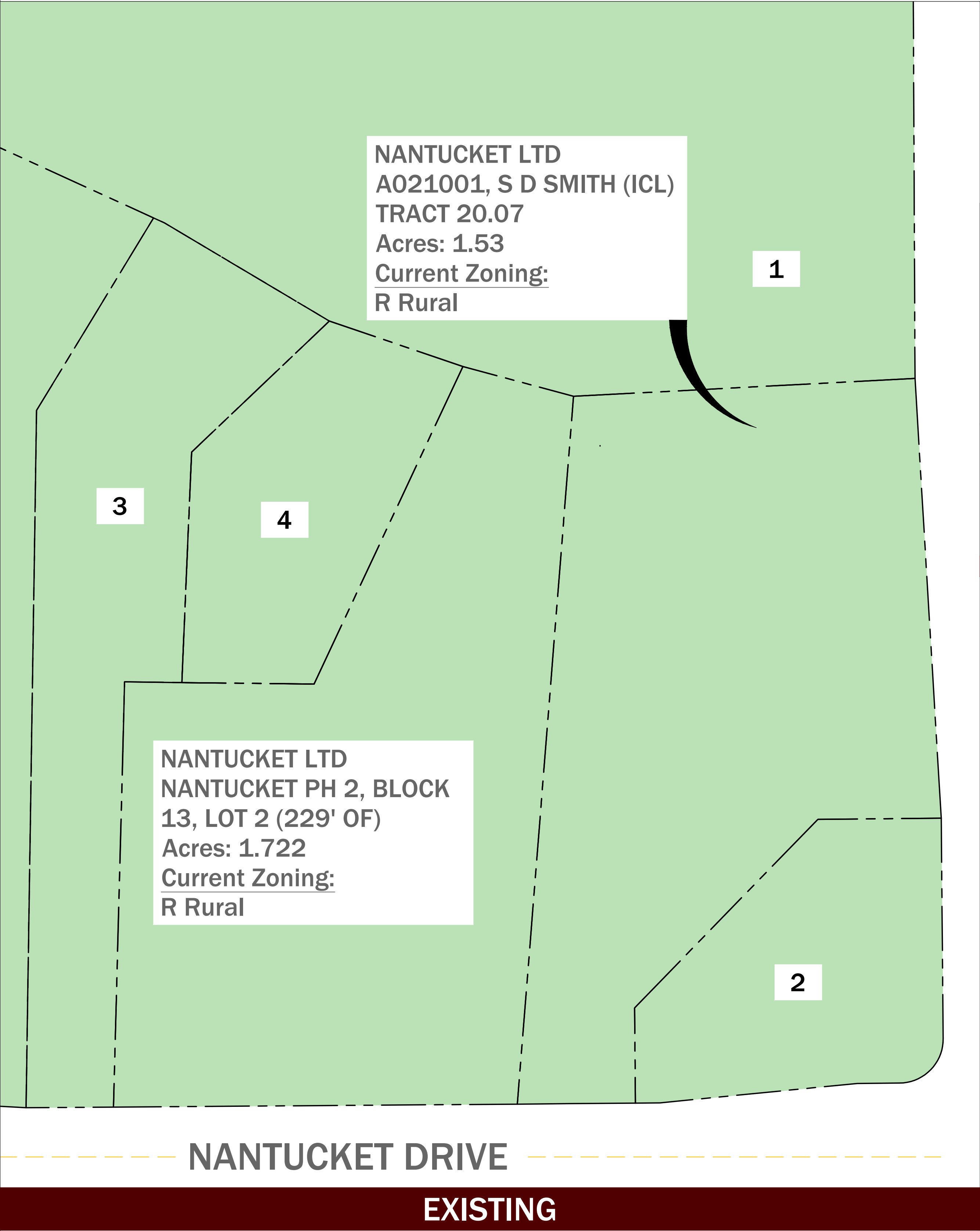
This development will provide all necessary and required infrastructure to the site.

Public Health.

The concept plan includes plans for a trail system adjacent to the office development to provide opportunities for outdoor recreation and exercise to encourage healthy activity. The trails from the development and throughout the open space will be carefully designed for safe usage, and will greatly contribute to increased welfare for both the patrons of the development and nearby residents.

Safety.

The proposed concept plan features a building layout that is balanced with a generous open space. In addition to proposed green space among the office buildings, the preserved natural areas will also include walking trails for both patrons and residents of nearby neighborhoods to enjoy the open green space and views of Nantucket Lake. Pedestrian pathways will be designed and constructed to promote both health and safety.



Number	Owner	Legal Description	Existing Zoning
1	NANTUCKET PRESERVATION ASSOC INC	A021000, S D SMITH (OCL), TRACT 20, 36.12 ACRES, RESIDUE OF NANTUCKET - LAKE	R - Rural
2	NANTUCKET PRESERVATION ASSOC INC	A021001, S D SMITH (ICL), TRACT 20.02, 0.48 ACRES	R - Rural
3	SYKES R MARK	NANTUCKET PH 2, BLOCK 13, LOT 3 (50' OF), ACRES .67	R - Rural
4	SOUTH CENTRAL TEXAS PROPERTIES LLC	NANTUCKET PH 2, BLOCK 13, LOT 3 (BACK 75' OF), ACRES .61	R - Rural

- NOTES:**
- In accordance with FEMA'S FLOOD INSURANCE RATE MAP panel 48041C0350E, the site lies within the 100-year floodplain boundary, Effective Date : 5/16/2012



Robin Macias
Staff Planner
Planning & Development Services
City of College Station
P.O. Box 9960
College Station, TX 77842

April 17, 2024

Re: McPherson Endodontics Development (PDD Rezoning)

Dear Robin,

Understanding that we must choose a base zoning district for the office and neighborhood retail development upon which we base all variance requests, we have chosen O Office and NAP Natural Areas Protected. We request the following bulk variances to the O Office development standards:

1. Buffer Structure & Plantings

Unified Development Ordinance Section 7.7 Buffer Requirements states that properties developing with office uses adjacent to single-family residential zoned property shall provide a 10' planted buffer and a wooden fence. However, an existing cross access easement on the property prohibits the construction of a fence along certain sections of the property lines shared with adjoining property. Further, the neighboring property owners have expressed that their disapproval of a fence or any solid screen of plantings along the remainder of the shared property lines and do not want it constructed. For these reasons, we request to be released from constructing any type of buffer structure, evergreen plantings or tripled plantings. Standard required buffer plantings as stated below will be planted with this development:

Section 7.7.F.2.b. Buffer Requirements-Minimum Buffer Standards-Plantings

b. If a fence or wall is required per the table above, the following plantings shall be installed in the buffer yard, unless expressly provided for otherwise in this UDO:

- 1) A minimum of one (1) one and one-fourths (1.25) inch caliper non-canopy tree per fifteen (15) linear feet of landscaping buffer. The Administrator may allow the substitution of a minimum of one (1) five (5) gallon shrub at a minimum of three (3) feet in height per three (3) linear feet of landscaping buffer for the non-canopy tree requirement, or may require the substitution to mitigate potential negative impacts of a development; and*
- 2) A minimum of one (1) two (2) inch caliper canopy tree per twenty-five (25) linear feet of landscape buffer.*

2. Partial Removal of Buffer Area and Plantings

This property has a beautiful view of Nantucket Lake and the developer of the property wishes to feature these views from the treatment rooms for their patients. In order to protect the sight-line and preserve the view of the lake from the future endodontics office,

we request relief from providing buffer plantings along 50' of the shared property line, as generally depicted on the concept plan.

As stated in the UDO, the purpose of the Planned Development district is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. A PDD may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts. Finally, the PD District allows development to vary from certain development standards so long as there are community benefits which outweigh the requested modifications. We believe that this project offers a desired development opportunity and its community benefits outweigh modifications being requested. These community benefits are as follows:

1. Reduced permitted uses

Understanding that permitted uses within the O Office district will be allowed on this property, we request to eliminate the following uses:

- Educational Facility, Indoor Instruction
- Educational Facility, Vocational/Trade
- Animal Care Facilities, Indoor
- Day Care, Commercial
- Personal Service Shop
- Printing/Copy Shop
- Dry Cleaners and Laundry
- Sexually Oriented Business
- Wireless Telecommunication Facilities – Unregulated, Intermediate and Major

The uses to be permitted on this site are as follows:

- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Governmental Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Art Studio, Gallery
- Offices
- Utilities
- Radio/TV Station/Studios
- Parking as a primary use – Permitted with a Conditional Use Permit

2. SC Suburban Commercial Standards

This property will develop according to SC Suburban Commercial Non-Residential Architectural Standards as specified in UDO Section 7.10 Non-Residential Architectural Standards and parking lot lighting fixture requirements as specified in 7.11 Outdoor Lighting Standards.

3. Hours of Operation Lighting

Hours of operation for all businesses in this development will end at 7:00 pm. For all medical or dental offices, new patients will not be received after 7:00 pm. Appointments in

progress will have the ability to conclude treatment. Additionally, parking lot lighting will be off during the limited hours of 8:00 pm to 6:00 am.

4. Recreational Trail

This property has many natural features that will be preserved and integrated into the development. Preserving open space within the development and incorporating trails throughout the property while also protecting the low-lying areas is a priority for the future offices. The goal of this development is to blend in to the built natural landscape that has been created in the Nantucket subdivision and become a part of the neighborhood.

5. Low Profile Sign

The Unified Development Ordinance allows one freestanding sign in the O Office zoning district when the building plot has a minimum of two acres. In an effort to minimize visual impacts from stand alone on-street signage, this property will only utilize low-profile signs. No freestanding signage will be permitted.

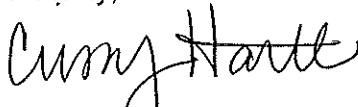
6. Externally Lit Signage

Lastly, in an effort to reduce light pollution, we will install lights that are externally lit so that the lighting can be directly pointed at the signage rather than internally lit cabinet signage.

We believe we are offering a development that is both compatible and sensitive to the surrounding areas in both use and design. The proposed uses for this development are friendly uses to any adjacent property, including the Nantucket and South Hampton neighborhoods and will bring many long-term benefits to this rapidly growing area of College Station and to the city as a whole.

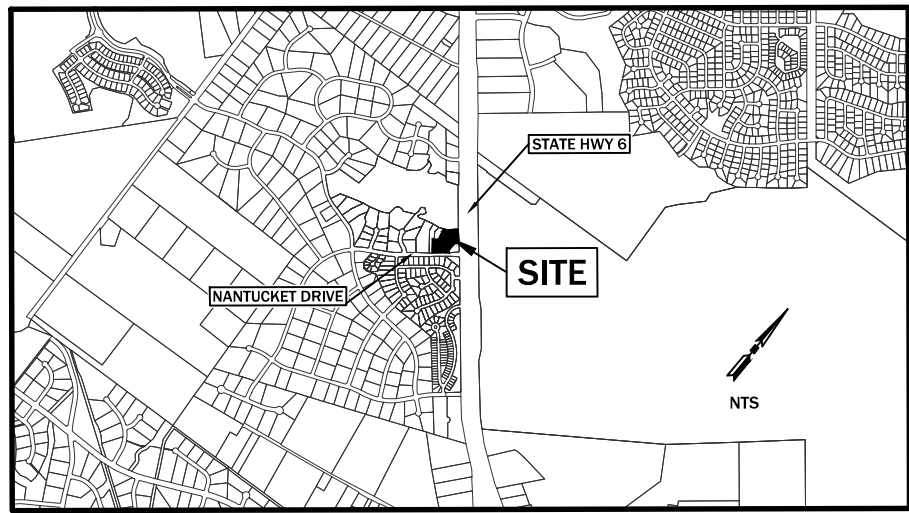
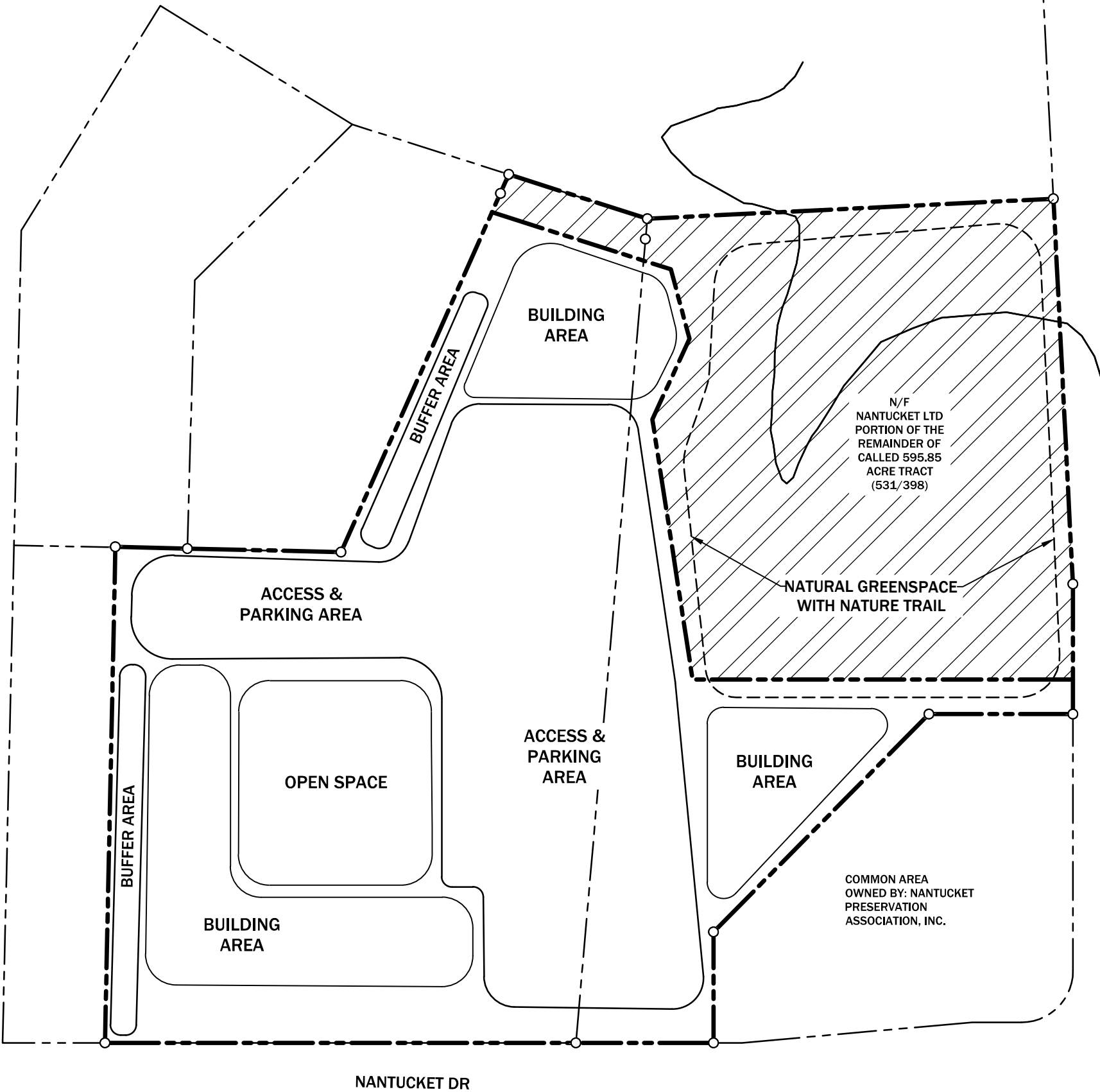
Thank you very much. If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Crissy Hart". The signature is fluid and cursive, with the first name "Crissy" and last name "Hart" clearly distinguishable.

Crissy Hart, AICP
Staff Planner

Cc: File



VICINITY MAP

APPROXIMATE
LOCATION OF FLOOD
PLAIN

LEGEND

 NAP NATURAL & OPEN AREAS

- NOTES:
- 1. TOTAL SITE AREA: 2.23 ACRES
 - 2. THERE IS A FEMA REGULATED 100-YEAR FLOODPLAIN ON THIS SITE PER FEMA MAP PANEL #48041C0350E DATED 5/16/2012.
 - 3. THE DEVELOPMENT WILL NOT INCLUDE PARKS, GREENWAYS, CONSERVATION AREAS, OR SCHOOLS.
 - 4. ALL SITE LIGHTING WILL COMPLY WITH CITY OF COLLEGE STATION ORDINANCES.
 - 5. SEE BULK VARIANCES LETTER FOR MERITORIOUS MODIFICATIONS.
 - 6. NO PEDESTRIAN NOR STRUCTURAL ACCESS TO THE LAKE WILL BE PROVIDED FROM THIS DEVELOPMENT.
 - 7. ANY TREE OVER 8" IN DIAMETER AT BREAST HEIGHT OR 4.5' ABOVE GROUND SHALL BE PROTECTED ON THE NAP AREA.

For Interim Review Only
These documents are not
intended for construction,
bidding, or permit purposes.
Prepared by:
Veronica J.B. Morgan, P.E.
No. 77689

FEBRUARY 2024
Designed by: VJBM
Drawn By: TTF
Checked By: VJBM

Revisions



T.979.260.6963
F.979.260.3564
TX. FIRM # F-1443

3204 EARL RUDDER FWY S
COLLEGE STATION, TX 77845

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CONCEPT PLAN
MC PHERSON ENDODONTICS

CP

April 16, 2024

To whom it may concern,

We are writing to make you aware of our position and preference regarding the city requirements for the proposed rezoning and development of 1501 Nantucket, located at the corner of Nantucket Drive and Hwy-6, also known as Project No. REZ2024-000005.

As the owners of lots 1500 and 1503 Nantucket Drive, we would prefer there be no fence barrier separating our property from lot 1501 Nantucket Drive as is currently required.

During recent discover conversations between ourselves, the proposed new owners (McPherson Family), and the hosted HOA meetings -- we concur with our neighbors in our desire to preserve the "open" feel that is in keeping with the landscaping throughout most of the Nantucket development. A 6' wooden fence or a 6' double row of evergreen plantings would be excessive to the need to separate their proposed use for the land from our properties and would restrict viewing access of the lake while entering or leaving the neighborhood via Nantucket Dr.

We appreciate your support in removing this stipulation to Project No. REZ2024-000005.



Mark Sykes (owner lot 1500)

Master Photographer, CPP

Owner, lot 1500

979-690-1919



Jeffrey Leatherwood

Owner, Aggieland Properties

Owner, lot 1502

979-255-2788

EXISTING

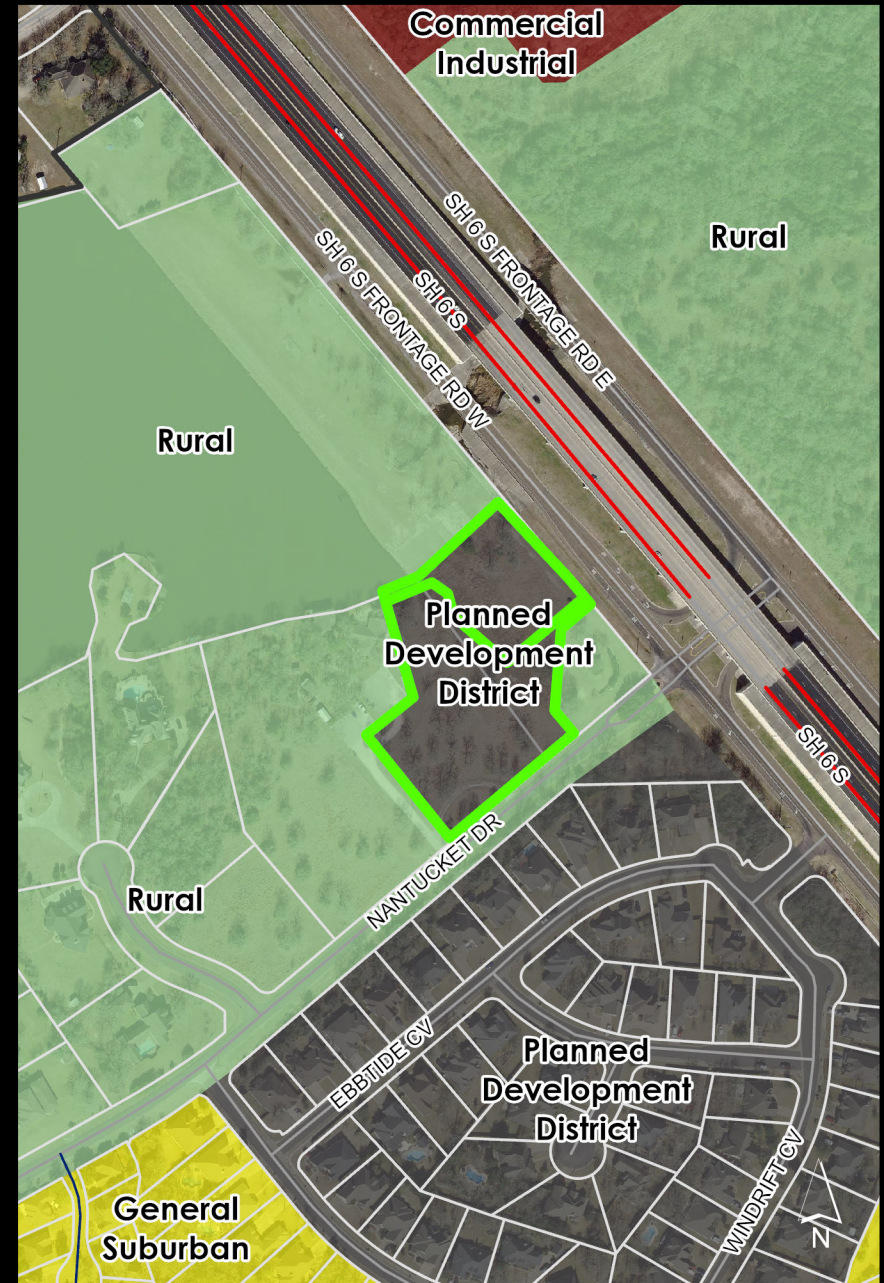
Future Land Use



EXISTING Zoning



PROPOSED Zoning



ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 3.25 ACRES OF LAND IN THE STERRETT D. SMITH LEAGUE, ABSTRACT 210 AND A PORTION OF LOT 3, BLOCK 13 OF NANTUCKET PHASE TWO, GENERALLY LOCATED WEST OF THE INTERSECTION OF NANTUCKET DRIVE AND STATE HIGHWAY 6, 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”, Exhibit “B” Exhibit “C” and Exhibit “D”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R Rural to PDD Planned Development District:

In the Sterrett D. Smith League, Abstract 210 and a portion of Lot 3, Block 13 of Nantucket Phase Two, generally located west of the intersection of Nantucket Drive and State Highway 6.



TRACT TWO

**FIELD NOTES DESCRIPTION
OF A
2.23 ACRE TRACT
STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210
BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 2.23 ACRES IN THE STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210, IN BRAZOS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 595.85 ACRE TRACT OF LAND DESCRIBED IN A DEED TO NANTUCKET, LTD, RECORDED IN VOLUME 531, PAGE 398 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT), AND ALSO BEING A PORTION OF LOT 3, BLOCK 13 OF NANTUCKET, PHASE TWO, FILED IN VOLUME 752, PAGE 119 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID 2.23 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod found on the northwest line of Nantucket Drive (60' wide right-of-way, 752/119 ORBCT), for the southeast corner of a called 0.67 acre tract of land described in a deed to R. Mark Sykes, recorded in Volume 4525, Page 58 of the Official Public Records of Brazos County, Texas (OPRBCT) and being the south corner of said portion of Lot 3 and the south corner hereof;

THENCE, with the common line of said 0.67 acres and said portion of Lot 3 for the following two (2) courses and distances:

- 1) **N 38° 56' 36" W**, for a distance of **241.51 feet** to a 1/2 inch iron rod found for the west corner hereof;
- 2) **N 51° 16' 28" E**, for a distance of **35.06 feet** to a 1/2 inch iron rod found for the south corner of a called 0.475 acre tract of land described in a deed to South Central Texas Properties, LLC, recorded in Volume 17969, Page 205 (OPRBCT) and being an easterly corner of said 0.67 acres;

THENCE, with the common line of said 0.475 acres and said portion of Lot 3 for the following two (2) courses and distances:

- 1) **N 51° 09' 43" E**, for a distance of **74.82 feet** to a 1/2 inch iron rod found;
- 2) **N 16° 10' 55" W**, for a distance of **181.04 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the northwest corner hereof, from which the City of College Station Monument (S94-251 bears S 17° 52' 36" W, a distance of 3,173.04 feet;

1 | Page

23-1165 T2 MGB.docx

TRACT TWO

THENCE, through said portion of Lot 3, **N 67° 34' 56" E**, passing at a distance of 77.52 feet the common line of said portion of the remainder of 595.85 acres and said portion of Lot 3, and continuing through said portion of the remainder of 595.85 acres for a total distance of **91.42 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;

THENCE, continuing through said portion of the remainder of 595.85 acres for the following four (4) courses and distances:

- 1) **S 55° 08' 38" E**, for a distance of **34.99 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
- 2) **S 15° 24' 37" E**, for a distance of **43.16 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
- 3) **S 48° 56' 21" E**, for a distance of **128.19 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
- 4) **N 49° 51' 22" E**, for a distance of **185.14 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set on the southwest line of State Highway 6 (variable width right-of-way per TxDOT right-of-way plans;

THENCE, with the common line of State Highway 6 and said portion of the remainder of 595.85 acres, **S 40° 09' 58" E**, for a distance of **16.81 feet** to a 1/2 inch iron rod with a yellow plastic cap stamped "KERR 4502" found for the north corner of a called 0.48 acre tract of land described in a deed to Nantucket Preservation Association, Inc. recorded in Volume 4334, Page 334 (OPRBCT) and being a westerly corner hereof;

THENCE, with the common line of said portion of the remainder of 595.85 acres and said 0.48 acres for the following three (3) courses and distances:

- 1) **S 49° 51' 31" W**, for a distance of **70.07 feet** to a 1/2 inch iron rod with a yellow plastic cap stamped "KERR 4502" found;
- 2) **S 04° 33' 43" W**, for a distance of **149.15 feet** to a 1/2 inch iron rod with a yellow plastic cap stamped "KERR 4502" found;
- 3) **S 40° 08' 38" E**, for a distance of **54.00 feet** to a 1/2 inch iron rod with a yellow plastic cap stamped "KERR 4502" found on the northwest line of Nantucket Drive, for the south corner of said 0.48 acres and being a westerly corner hereof;

TRACT TWO

THENCE, with the common line of said portion of the remainder of 595.85 acres and Nantucket Drive, **S 49° 51' 22" W**, passing at a distance of 67.00 feet a 1/2 inch iron rod with a yellow plastic cap stamped "KERR 4502" found for the common corner of said portion of the remainder of 595.85 acres and said portion of Lot 3 and continuing with the common line of said portion of Lot 3 and Nantucket Drive for a total distance of **296.27 feet** to the **POINT OF BEGINNING** hereof and containing **2.23 acres**, more or less.

Surveyed on the ground November 2023 under my supervision. See plat prepared February 2024 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 1.00009863160588 (calculated using GEOID12B). Reference drawing: 23-1165-BOUNDARY.

 2/21/24

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.comSurveys@kerrsurveying.net | TBPELS Firm No. 10018500



TRACT ONE

FIELD NOTES DESCRIPTION

OF A

1.05 ACRE TRACT

STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210

BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 1.05 ACRES IN THE STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210, IN BRAZOS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 595.85 ACRE TRACT OF LAND DESCRIBED IN A DEED TO NANTUCKET, LTD, RECORDED IN VOLUME 531, PAGE 398 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT), AND ALSO BEING A PORTION OF LOT 3, BLOCK 13 OF NANTUCKET, PHASE TWO, FILED IN VOLUME 752, PAGE 119 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID 1.05 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 'X' found in concrete on the southwest line of State Highway 6 (variable width right-of-way per TxDOT right-of-way plans), for the east corner of a called 36.12 acre tract of land described in a deed to Nantucket Preservation Association, Inc. recorded in Volume 4334, Page 339 of the Official Public Records of Brazos County, Texas (OPRBCT) and being the north corner of said portion of the remainder of 595.85 acres and being the north corner hereof;

THENCE, with the common line of State Highway 6 and said portion of the remainder of 595.85 acres for the following two (2) courses and distances:

- 1) **S 43° 01' 43" E**, for a distance of **187.76 feet** to a concrete right-of-way marker found;
- 2) **S 40° 09' 58" E**, for a distance of **46.55 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the east corner hereof;

THENCE, through said portion of the remainder of 595.85 acres for the following five (5) courses and distances:

- 1) **S 49° 51' 22" W**, for a distance of **185.14 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
- 2) **N 48° 56' 21" W**, for a distance of **128.19 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
- 3) **N 15° 24' 37" W**, for a distance of **43.16 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
- 4) **N 55° 08' 38" W**, for a distance of **34.99 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
- 5) **S 67° 34' 56" W**, passing at a distance of 13.90 feet the common line of said portion of the remainder of 595.85 acres and said portion of Lot 3, and continuing through said portion of Lot 3 for a total distance of **91.42 feet** to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set on the common line of said portion of Lot 3 and a called 0.475 acre tract of land described in a deed to South Central Texas Properties, LLC, recorded in Volume 17969, Page 205 (OPRBCT), from which the City of College Station Monument CS94-251 bears S 17° 52' 36" W, a distance of 3,173.04 feet;

THENCE, with the common line of said portion of Lot 3 and said 0.475 acres, **N 16° 10' 55" W**, for a distance of **20.12 feet** to a point for corner on the south line of said 36.12 acres, for the north corner of said 0.475 acres and being the west corner hereof, from which a 1/2 inch iron rod with a yellow plastic cap stamped "KERR 4502" found bears S 16° 10' 55" E, a distance of 10.00 feet;

1 | Page

23-1165 T1 MGB.docx

TRACT ONE

THENCE, with the common line of said 36.12 acres and said portion of Lot 3, **N 67° 34' 56" E**, for a distance of **70.80 feet** to a 1/2 inch iron rod with a yellow plastic cap stamped "KERR 4502" found for the north corner of said portion of Lot 3 and being the west corner of said portion of the remainder of 595.85 acres;

THENCE, with the common line of said 36.12 acres and said portion of the remainder of 595.85 acres, **N 47° 02' 23" E**, for a distance of **197.98 feet** to the **POINT OF BEGINNING** hereof and containing **1.05 acres**, more or less.

Surveyed on the ground November 2023 under my supervision. See plat prepared February 2024 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 1.00009863160588 (calculated using GEOID12B). Reference drawing: 23-1165-BOUNDARY.


2/21/24

Michael Konetski

Registered Professional Land Surveyor No. 6531



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Office: (979) 268-3195 | Web: www.kerrlandsurveying.comSurveys@kerrsurveying.net | TBPELS Firm No. 10018500

Exhibit B



Exhibit C

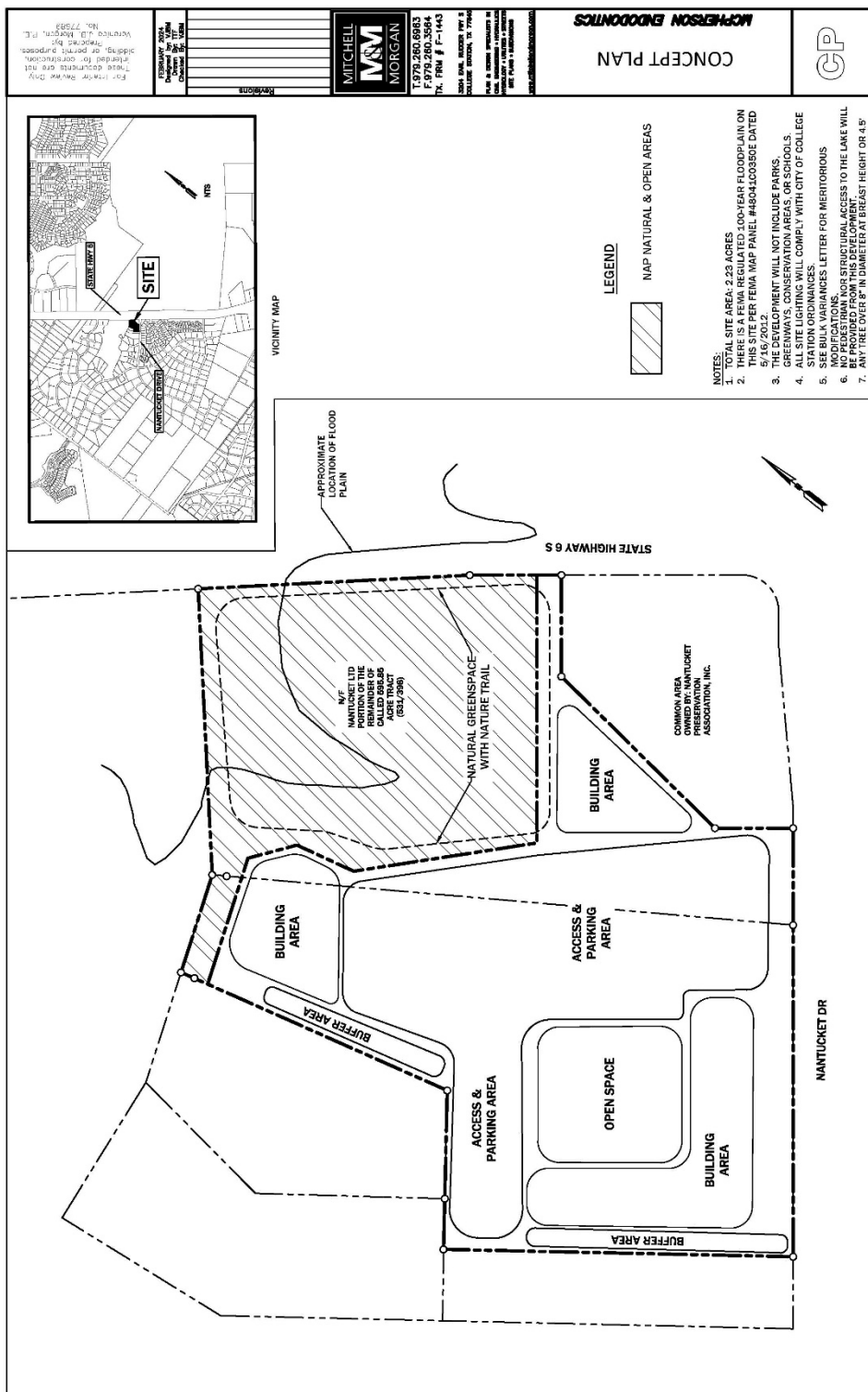


Exhibit D**Base Zoning Districts:**

O Office and NAP Natural Areas Protected

Meritorious Modifications:

1. Remove fence requirement along buffer with adjacent property as required in Unified Development Ordinance Section 7.7 Buffer Requirements. The following planting shall be installed in the buffer yard:
 - a. A minimum of one (1) and one-fourths (1.25) inch caliper non-canopy tree per fifteen (15) linear feet of landscaping buffer. The Administrator may allow the substitution of a minimum of one (1) five (5) gallon shrub at a minimum of three (3) feet in height per three (3) linear feet of landscaping buffer for the non-canopy tree requirement, or may require the substitution to mitigate potential negative impacts of a development; and
 - b. A minimum of one (1) two (2) inch caliper canopy tree per twenty-five (25) linear feet of landscape buffer.
2. Remove 50' of buffer yard as required in Unified Development Ordinance Section 7.7 along the shared property line as depicted in the Concept Plan

Community Benefits:

1. Remove more intense permitted uses as follows:
 - Educational Facility, Indoor Instruction
 - Educational Facility, Vocational/Trade
 - Animal Care Facilities, Indoor
 - Day Care, Commercial
 - Personal Service Shop
 - Printing/Copy Shop
 - Dry Cleaners and Laundry
 - Sexually Oriented Business
 - Wireless Telecommunication Facilities – Unregulated, Intermediate and Major

The uses to be permitted on the site are as follows:

- Educational Facility, Tutoring
- Educational Facility, Primary & Secondary
- Governmental Facilities
- Utilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Art Studio, Gallery
- Offices
- Radio/TV Studios
- Parking as a primary use – Permitted with a Conditional Use Permit

2. The property will follow SC Suburban Commercial development standards for non-residential architectural standards as required in Section 7.10 of the UDO and parking lot lighting fixture requirements as specified in section 7.11 of the UDO.
3. To limit disturbance to the residential area, the hours of operation for businesses within the development will end at 7:00 p.m. For all medical or dental offices, new patients will not be received after 7:00 p.m. Appointments in progress will have the ability to conclude treatment. Additionally, parking lot lighting will be off during the limited hours of 8:00 p.m. to 6:00 a.m.
4. A recreational trail will be built along the perimeter of the NAP Natural Areas Protected area as depicted in the Concept Plan.
5. To minimize the visual impacts of stand alone on-street signage, no freestanding sign will be permitted. The site is limited to low-profile signs.
6. To reduce light pollution, only externally illuminated signage is allowed. No internally lit cabinet signage is allowed.

May 23, 2024
Item No. 9.6.
NETL Ph 4 Design Change Order 2

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on Change Order No. 2 for the Northeast Sewer Trunk Line Ph IV Project design contract with Kimley-Horn and Associates, Inc., not to exceed \$1,030,400.

Relationship to Strategic Goals:

Core services and infrastructure

Recommendation(s): Staff recommends approval.

Summary: The City of College Station approved a contract in 2022 with Kimley-Horn and Associates, Inc. for the design of the Northeast Sewer Trunk Line Phase IV. The design will include installation of a sewer trunk line which will serve areas of the community including the University Corridor and Northgate. This project will allow for continued development in this area which could soon be limited by existing sewer capacity. The contract amendment allows for the design of the lift station in order to reroute the sewer trunk line to Cooner Street/Chimney Hill instead of through the Beverley Estates neighborhood in Bryan.

Budget & Financial Summary: A budget of \$25,500,000 is included in the Wastewater Capital Improvement Projects Fund for this project. A total of \$1,585,093 has been spent or committed to date, leaving a balance of \$23,914,907 for this change order and future costs.

Attachments:

1. NETL Ph IV Design Change Order #2

CHANGE ORDER NO. 2		DATE: March 14, 2024	Contract No. 22300588			
P.O.#- 22204717		PROJECT: NE SEWER TRUNKLINE PH IV DESIGN				
OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842		CONTRACTOR: Kimley-Horn and Associates, Inc. 2800 S. Texas Ave, Ste 201 Ph: 979-775-9595 Bryan, Texas 77802 Fax: N/A				
PURPOSE OF THIS CHANGE ORDER:						
A. This change order is for additional design services neccesitated by the route change of the proposed sewer trunkline through the Chimney Hill area instead of Beverly Estates. The significant cost increase to the design is due to the added cost of designing the lift station required by this route.						
ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	PREVIOUS QUANTITY	REVISED QUANTITY	ADDED COST
CO2	EA	Scope Amendment No. 2 Design Fees	\$1.00	1458500	2488900	\$1,030,400.00
					TOTAL	\$1,030,400.00
THE NET AFFECT OF THIS CHANGE ORDER IS 82%.						
LINE 2 SEWER (SCWOC-6590)			\$541,498.00			
LINE 3 SEWER (SCWOC-6590)			\$488,902.00			
TOTAL CHANGE ORDER			<u>\$1,030,400.00</u>			
ORIGINAL CONTRACT AMOUNT			\$1,371,000.00			
CHANGE ORDER NO. 1			\$87,500.00	6% CHANGE		
CHANGE ORDER NO. 2			<u>\$1,030,400.00</u>	75% CHANGE		
REVISED CONTRACT AMOUNT			<u>\$2,488,900.00</u>	82% TOTAL CHANGE		
SUBSTANTIAL COMPLETION DATE			6/4/2025			
APPROVED						
_____ A/E CONTRACTOR		Date	_____ ASST CITY MGR - CFO		Date	
_____ PROJECT MANAGER		Date	_____ CITY ATTORNEY		Date	
_____ DEPARTMENT DIRECTOR		Date	_____ CITY MANAGER		Date	

AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 2 dated March 14, 2024 to the agreement between City of College Station ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated July 28, 2022 ("the Agreement") concerning Northeast Sewer Trunkline Ph IV Design Contract (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

This Amendment is for additional professional services determined to be needed during preliminary sanitary sewer trunk line design, public involvement, and jurisdictional coordination phases. The scope of the project has changed to conveying sanitary sewer flow from the Hensel Park Lift Station to the upstream end of Northeast Sanitary Sewer – Phase 3, on the west side of SH 6, via sanitary sewer force main and gravity sewer. The new alignment will route through Winter Park, Autumn Circle, Tarrow Street, Hearthstone Circle, Chimney Hill Drive, Texas Avenue, and Hensel Street. Services involve design of approximately 1,660 linear feet of 30-inch sanitary sewer gravity line, 6,340 linear feet of 24-inch sanitary sewer gravity line, 2,930 linear feet of 18-inch sanitary sewer force main, and one (1) 6.7 million gallon per day (MGD) sanitary sewer lift station. The proposed 18-inch sanitary sewer force main will convey flow from the proposed sanitary sewer lift station at Hensel Park to an existing 24-inch sanitary sewer along Cooner Street. The proposed 24-inch sanitary sewer will connect to the existing 24-inch sanitary sewer at the east end of Cooner street and route towards Winter Park.

Consultant will perform the following services based on direction provided by City. Additional scope detailed below will be performed in accordance with the original Project scope. Reference **Attachment A** Scoping Exhibit.

Task 1: Project Management

- Prepare and attend five (5) additional project status meetings.
- Perform additional project administration.
- Perform additional Quality Assurance/Quality Control (QA/QC)
 - o Perform quality control reviews for the following submittals:
 - Design Survey
 - Preliminary Sanitary Sewer Trunk Line Design (50%)
 - Lift Station Design (50%, 90%)
 - Force Main Design (50%, 90%)

Task 2: Preliminary Investigation

- Perform additional data collection and record research.
- Perform additional data review with the City.

Task 3: Design Survey

- For Setting horizontal and vertical control based on the City of College Station Control Monumentation.
- Chimney Hill Gravity Alignment Survey limits include the area from Cooner Street to Chimney Hill Drive, along Chimney Hill Drive to Spring Loop, along Spring Loop to Tarrow Street, along Tarrow Street to Autumn Circle, along Autumn Circle to Winter Park, along Winter Park for approximately 1500 lf to the southwest line of Parcel 38996, along the southwest line of Parcel 38996 to the south corner, along the southeast line of Parcel

38996 to the existing city of College Station sewer easement, along the existing sewer easement to end of line for a total length of approximately 8200 linear feet.

- Sewer Force Main Survey extents is approximately 2,600 linear feet along with 450 linear feet along Cooner Street to tie to the existing gravity main.

Task 4: Easement Documents – No Change in Scope

Task 5: Subsurface Utility Engineering

- Perform additional Level A – vacuum excavation of existing utility lines up to four (4) locations (up to 12 feet below existing grade).
- Perform Level B – Two-dimensional horizontal information obtained through application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporate Level C information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot. Designation extents will be along the proposed sanitary sewer force main corridor along the east side of Texas Avenue.
 - o Level C – Surveyed data depicting visible above-ground features supplemented with Level D information.
 - o Level D – information obtained from existing utility records.
 - o

Task 6: Geotechnical Investigation – No Change in Scope

Task 7: Preliminary Sanitary Sewer Trunk Line Design (50%)

- Prepare 50% design submittal based upon new alignment.

Task 8: Jurisdictional Coordination

- Perform additional coordination with Texas A&M University and Texas Department of Transportation (TxDOT).

Task 9: Final Sanitary Sewer Trunk Line Design – No additional Scope

Task 10: Erosion Control Plan

- Perform additional plan preparation for sanitary sewer force main and sanitary sewer lift station.

Task 11: Environmental Services

- Perform additional environmental services for sanitary sewer force main and sanitary sewer lift station.

Task 12: Tree Protection Plan

- Perform additional plan preparation for sanitary sewer force main and sanitary sewer lift station.

Task 13: Traffic Control

- Perform additional plan preparation for sanitary sewer force main and sanitary sewer lift station.

Task 14: Public Involvement

- Prepare and attend additional public meetings with affected property owners along new alignment and Texas A&M University.
- Prepare additional exhibits, handouts, presentation slides, and meeting notes.

Task 15: Bidding Phase Services – No additional Scope

Task 16: Control Staking – No additional Scope

Task 17: Construction Phase Services

- Perform additional construction phase services for sanitary sewer force main and sanitary sewer lift station.

Task 18: Construction Materials Testing Services

- Perform additional construction materials testing for sanitary sewer lift station.

Task 19: As-built Survey – No additional Scope**Task 20: Record Drawings**

- Prepare record drawings for sanitary sewer force main and sanitary sewer lift station.

Task 21: Tree Inventory – No additional Scope**Task 22: Further Investigation Directed by the City – No additional Scope****Task 23: Lift Station Design**

- Preliminary Design
 - o Lift Station
 - Site selection
 - Site access
 - Site screening and landscaping
 - Preliminary site layout (up to three (3) site layouts options will be provided)
 - Design calculations
 - Pump head calculations
 - Cycle time calculations
 - Hydraulic grade line calculations
 - Electrical needs
 - Instrumentation, controls, and SCADA
 - Emergency backup power options
 - Ventilation and odor control
 - Metering options (force main)
 - Site security
 - Safety considerations
 - Evaluation of reusing equipment from existing Market Center lift station (including pumps and generator)
 - Geotechnical considerations
 - Opinion of probable construction cost
 - o Prepare and submit preliminary (50%) construction plan sheets for the proposed lift station. A list of specifications by section number and title will be submitted with the preliminary 60% submittal. Kimley-Horn will identify any specifications requiring a “delegated design”.
 - Plan sheets will consist of the following:
 - Cover
 - General Notes
 - Project Horizontal and Vertical Control
 - Grading Plan
 - Access Road
 - Mechanical Plan and Section
 - Construction details
 - Electrical site plan
 - Electrical control schematics

- o Prepare and submit final (90% and 100% level) Contract Documents for the proposed lift station. Contract Documents shall include construction plans, front-end documents, and technical specifications.
 - Plan sheets will consist of the following:
 - Cover
 - General Notes
 - Project Horizontal and Vertical Control
 - Site Plan
 - Grading and Erosion Control Plan
 - Access Road
 - Mechanical Plan and Section
 - Construction details
 - Structural details (anticipate generator pad and electrical rack/canopy)
 - Odor control details and notes
 - Electrical site plan with arc flash analysis
 - One-line diagram, load analysis
 - Generator sizing calculations
 - Conduit schedule
 - Electrical control schematics
 - Electrical details and notes
 - Existing lift station demolition plan
- o Preparation of an opinion of probable construction cost (OPCC) at 60%, 90%, and 100% design.
- o Incorporate the City's 60% and 90% comments.
- o TCEQ Coordination – Prepare correspondence for submittal to the TCEQ. Kimley-Horn will receive and address up to one (1) round of ordinary and reasonable comments from the TCEQ.

Task 24: Force Main Design

- Prepare and submit preliminary (60% level) 24"x36" construction plan sheets for the proposed lift station. A list of specifications by section number and title will be submitted with the preliminary 60% submittal. Kimley-Horn will identify any specifications requiring a "delegated design".
 - o Plan sheets will consist of the following:
 - General Notes
 - Project Horizontal and Vertical Control
 - Site Plan
 - Grading Plan
 - Access Road
 - Mechanical Plan and Section
 - Construction details
 - Electrical site plan
 - Electrical control schematics
- Prepare and submit final (90% and 100% level) Contract Documents for the proposed lift station. Contract Documents shall include construction plans, front-end documents, and technical specifications.
 - Plan sheets will consist of the following:
 - Cover
 - General Notes
 - Project Horizontal and Vertical Control
 - Site Plan
 - Grading and Erosion Control Plan
 - Access Road
 - Mechanical Plan and Section
 - Construction details
 - Structural details (anticipate generator pad and electrical rack/canopy)

- Odor control details and notes
- Electrical site plan with arc flash analysis
- One-line diagram, load analysis, and fault current analysis
- Generator sizing calculations
- Conduit schedule
- Electrical control schematics
- Electrical details and notes
- Preparation of an opinion of probable construction cost (OPCC) at 60%, 90%, and 100% design.
- Incorporate the City's 60% and 90% comments.
- TCEQ Coordination – Prepare correspondence for submittal to the TCEQ. Kimley-Horn will receive and address up to one (1) round of ordinary and reasonable comments from the TCEQ.

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule and presenting 100% Design Plans for the Sanitary Sewer Gravity Main, Sanitary Sewer Force Main, and Sanitary Sewer Lift Station to City Staff by March 14, 2025:

Task 3: Design Survey	<u>16 Weeks</u> from 2/13/2024
Task 7: Preliminary Sanitary Sewer Trunk Line Design (50%)	<u>28 Weeks</u> from 2/13/2024
Task 23: Lift Station Design	<u>28 Weeks</u> for 50%, <u>12 Weeks</u> for 90%, <u>8 Weeks</u> for 100%
Task 24: Force Main Design	<u>28 Weeks</u> for 50%, <u>12 Weeks</u> for 90%, <u>8 Weeks</u> for 100%

For the services set forth above, Client shall pay Consultant the following compensation noted under proposed CO #2 in **Attachment B**.

CLIENT:

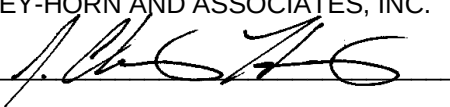
By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By:  _____

Title: Senior Associate

Date: 03/14/2024

4 - Chimney Hill Atmospheric
City Sewer Trunk Line V Phase 2-4 PEI Exhibit A (AO) (Sheet 02030609)
The contents and designs presented herein, as an
entirety of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

LEGEND	
	PROPERTY LINE
	CITY LIMIT
	EXISTING OVERHEAD POWER
	EXISTING BRYAN SANITARY SEWER MAIN
	EXISTING COLLEGE STATION SANITARY SEWER MAIN
	EXISTING COLLEGE STATION SANITARY SEWER FORCE MAIN
	EXISTING SANITARY SEWER MAIN TO BE ABANDONED

CO#1 - DESIGN
SURVEY
COMPLETE

ORIGINAL
CONTRACT -
DESIGN SURVEY
COMPLETE

PROP. CO#2 -
- ADD JURISDICTIONAL COORDINATION
- ADD EROSION CONTROL
- ADD ENVIRONMENTAL
- ADD TREE PROTECTION
- ADD TRAFFIC CONTROL
- ADD PUBLIC INVOLVMENT
- ADD BIDDING PHASE SERVICES
- ADD CONSTRUCTION PHASE SERV.
- ADD RECORD DRAWINGS
- ADD LIFT STATION DESIGN
- ADD FORCE MAIN DESIGN

PROP. CO#2 - ADDITIONAL
SUE LEVEL A AND LEVEL B

ORIGINAL
CONTRACT -
DESIGN SURVEY
COMPLETE
(MANHOLES
ONLY FOR SLIP
LINING)

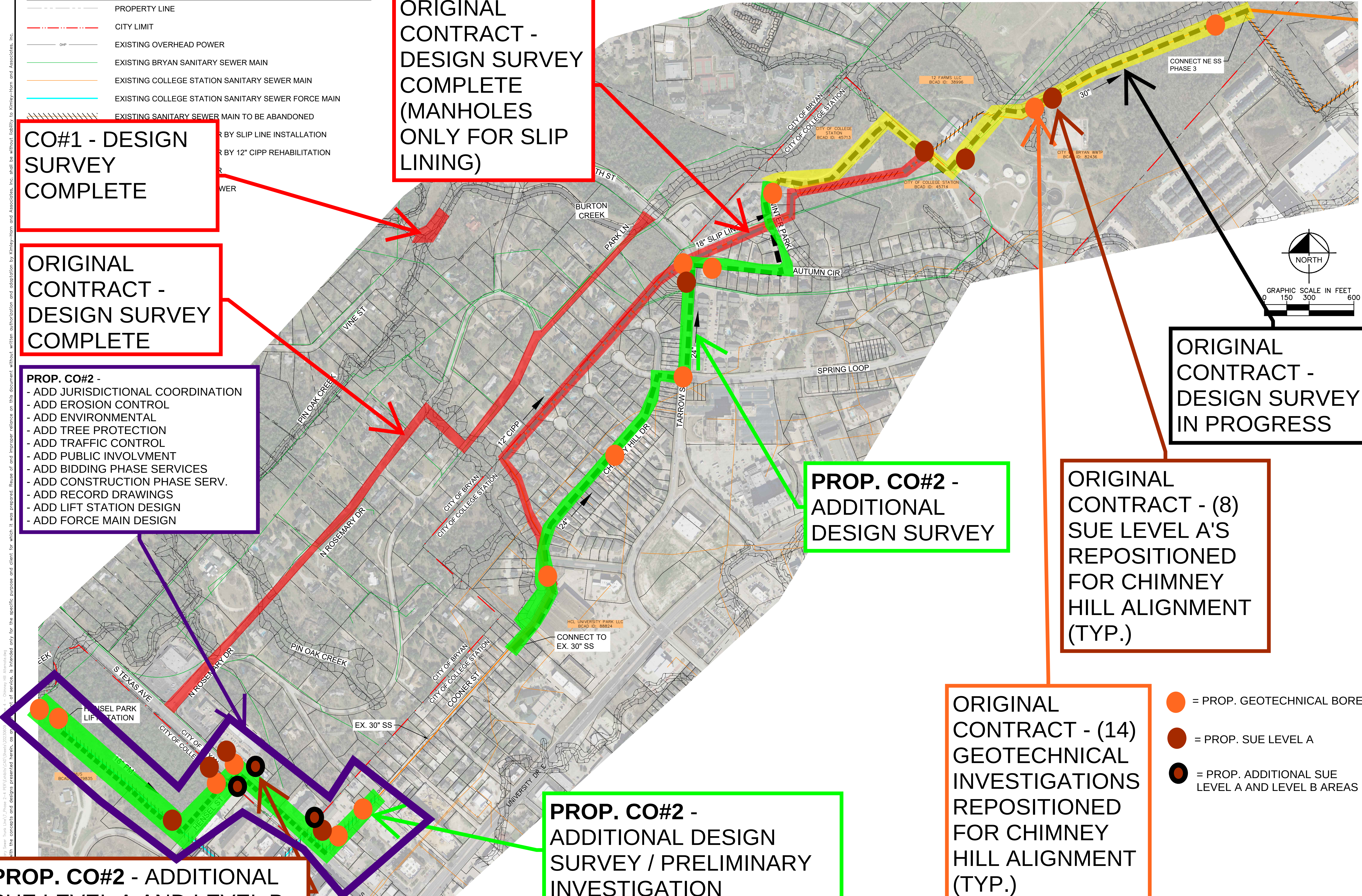
PROP. CO#2 -
ADDITIONAL DESIGN
SURVEY / PRELIMINARY
INVESTIGATION

PROP. CO#2 -
ADDITIONAL
DESIGN SURVEY

ORIGINAL
CONTRACT - (8)
SUE LEVEL A'S
REPOSITIONED
FOR CHIMNEY
HILL ALIGNMENT
(TYP.)

ORIGINAL
CONTRACT - (14)
GEOTECHNICAL
INVESTIGATIONS
REPOSITIONED
FOR CHIMNEY
HILL ALIGNMENT
(TYP.)

- = PROP. GEOTECHNICAL BORE
- = PROP. SUE LEVEL A
- = PROP. ADDITIONAL SUE LEVEL A AND LEVEL B AREAS



Kimley»Horn

Texas Board of Professional Engineers Firm Registration Number: F-938
2800 South Texas Ave., Suite 201, Bryan, TX 77802 979-307-5043

NO.	REVISION

THIS DOCUMENT IS INCOMPLETE
AND IS RELEASED TEMPORARILY
FOR INTERIM REVIEW ONLY. IT IS
NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
MARTY S. PARIS P.E.
SERIAL NO. 84766
DATE: MARCH 2024

NORTHEAST
TRUNK LINE
REHABILITATION

PHASE 4
AMENDMENT #2
SCOPING EXHIBIT

DATE: MARCH 2024	DESIGN: EDP	DRAWN: BJP	CHECKED: WSP	KHA NO: 064295020
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EXHIBIT

A

Phase 4 - Chimney Hill Dr Alignment (8,000 LF of 30"/24" Sanitary Sewer Line, 3,000 LF of 18" Force Main, and 4,500 LF of 18"/12" Replacement - Including Trenchless Specialist

Task	Original Contract 7/28/2022	CO #1 7/6/2023	Revised Contract Amount with CO #1	Proposed Amendment Number 2 3/14/2024	Revised Contract Amount with Amendment Number 2
1 Project Management	\$ 67,300.00		\$ 67,300.00	\$ 17,600.00	\$ 84,900.00
2 Preliminary Investigation	\$ 46,100.00		\$ 46,100.00	\$ 20,000.00	\$ 66,100.00
3 Design Survey	\$ 163,600.00	\$ 6,400.00	\$ 170,000.00	\$ 78,000.00	\$ 248,000.00
4 Easement Documents	\$ 53,700.00		\$ 53,700.00		\$ 53,700.00
5 Subsurface Utility Engineering	\$ 24,500.00		\$ 24,500.00	\$ 47,500.00	\$ 72,000.00
6 Geotechnical Investigation	\$ 37,600.00	\$ 1,600.00	\$ 39,200.00	\$ 9,000.00	\$ 48,200.00
7 Preliminary Sanitary Sewer Trunk Line Design	\$ 317,900.00	\$ 30,000.00	\$ 347,900.00	\$ (36,400.00)	\$ 311,500.00
8 Jurisdictional Coordination	\$ 21,300.00		\$ 21,300.00	\$ 6,800.00	\$ 28,100.00
9 Final Sanitary Sewer Trunk Line Design	\$ 246,700.00		\$ 246,700.00	\$ (42,600.00)	\$ 204,100.00
10 Erosion Control Plan	\$ 27,100.00		\$ 27,100.00	\$ 12,500.00	\$ 39,600.00
11 Environmental Services	\$ 23,200.00		\$ 23,200.00	\$ 13,200.00	\$ 36,400.00
12 Tree Protection Plan	\$ 25,400.00		\$ 25,400.00	\$ 12,200.00	\$ 37,600.00
13 Traffic Control	\$ 12,600.00		\$ 12,600.00	\$ 10,200.00	\$ 22,800.00
14 Public Involvement	\$ 40,600.00	\$ 15,000.00	\$ 55,600.00	\$ 5,400.00	\$ 61,000.00
15 Bidding Phase Services	\$ 30,900.00		\$ 30,900.00	\$ (1,000.00)	\$ 29,900.00
16 Control Staking	\$ 4,300.00		\$ 4,300.00		\$ 4,300.00
17 Construction Phase Services	\$ 114,400.00		\$ 114,400.00	\$ 41,900.00	\$ 156,300.00
18 Construction Material Testing Services	\$ 54,000.00		\$ 54,000.00	\$ 3,000.00	\$ 57,000.00
19 As-built Survey	\$ 12,200.00		\$ 12,200.00		\$ 12,200.00
20 Record Drawings	\$ 47,600.00		\$ 47,600.00	\$ 8,500.00	\$ 56,100.00
21 Tree Inventory		\$ 17,000.00	\$ 17,000.00		\$ 17,000.00
22 Further Investigation Directed by the City		\$ 17,500.00	\$ 17,500.00	\$ (17,500.00)	\$ -
23 Lift Station Design				\$ 688,800.00	\$ 688,800.00
24 Force Main Design				\$ 153,300.00	\$ 153,300.00
Contract Totals =	\$ 1,371,000.00	\$ 87,500.00	\$ 1,458,500.00	\$ 1,030,400.00	\$ 2,488,900.00

ATTACHMENT B

Amendment 2 Fee Summary
Northeast Wastewater Trunk Line - Phase 4
City of College Station

Phase 4 - Chimney Hill Dr Alignment (8,000 LF of 30"/24" Sanitary Sewer Line, 3,000 LF of 18" Force Main, and 4,500 LF of 18"/12" Replacement - Including Trenchless Specialist												
Task	Labor Hours					Labor Costs					ODC's and Subs	Subtotal
	Senior Professional	Professional	Analyst	Support Staff	Total	Senior Professional	Professional	Analyst	Support Staff	Total		
1 Project Management	10	42	12	12	76	\$ 4,000	\$ 9,600	\$ 1,900	\$ 1,300	\$16,800	\$800	\$17,600
2 Preliminary Investigation	4	36	59		99	\$ 1,600	\$ 8,200	\$ 9,300		\$19,100	\$900	\$20,000
3 Design Survey	12	124	12		148		\$ 2,800	\$ 21,200		\$24,000	\$54,000	\$78,000
4 Easement Documents												
5 Subsurface Utility Engineering											\$47,500	\$47,500
6 Geotechnical Investigation											\$9,000	\$9,000
7 Preliminary Sanitary Sewer Trunk Line Design	-12	-40	-140		-192	\$ (4,800)	\$ (9,100)	\$ (20,800)		(\$34,700)	(\$1,700)	(\$36,400)
8 Jurisdictional Coordination	4	9	17		30	\$ 1,600	\$ 2,100	\$ 2,700		\$6,400	\$400	\$6,800
9 Final Sanitary Sewer Trunk Line Design	-10	-42	-184		-236	\$ (4,000)	\$ (9,600)	\$ (27,100)		(\$40,700)	(\$1,900)	(\$42,600)
10 Erosion Control Plan		12	62		74		\$ 2,800	\$ 9,100		\$11,900	\$600	\$12,500
11 Environmental Services		30	40		70		\$ 6,900	\$ 5,700		\$12,600	\$600	\$13,200
12 Tree Protection Plan	2	10	58		70	\$ 800	\$ 2,300	\$ 8,500		\$11,600	\$600	\$12,200
13 Traffic Control	2	14	40		56	\$ 800	\$ 3,200	\$ 5,700		\$9,700	\$500	\$10,200
14 Public Involvement	2	8	16		26	\$ 800	\$ 1,900	\$ 2,500		\$5,200	\$200	\$5,400
15 Bidding Phase Services		-4			-4		\$ (900)			(\$900)	(\$100)	(\$1,000)
16 Control Staking												
17 Construction Phase Services	15	80	100		195	\$ 6,000	\$ 18,200	\$ 15,700		\$39,900	\$2,000	\$41,900
18 Construction Material Testing Services											\$3,000	\$3,000
19 As-built Survey												
20 Record Drawings		12	30		42		\$ 2,700	\$ 4,600		\$7,300	\$1,200	\$8,500
21 Tree Inventory												
22 Further Investigation Directed by the City		-38	-51				\$ (8,700)	\$ (8,000)		(\$16,700)	(\$800)	(\$17,500)
23 Lift Station Design	240	1,048	2,117		3,405	\$ 95,100	\$ 238,400	\$ 320,200		\$653,700	\$35,100	\$688,800
24 Force Main Design	82	192	444		718	\$ 32,500	\$ 43,700	\$ 68,200		\$144,400	\$8,900	\$153,300
Contract Totals =	351	1,493	2,632	12	4,577	\$ 134,400	\$ 314,500	\$ 419,400	\$ 1,300	\$869,600	\$160,800	\$1,030,400

Amendment 2 Fee Summary
Northeast Wastewater Trunk Line - Phase 4
City of College Station

Phase 4 - Chimney Hill Dr Alignment (8,000 LF of 30"/24" Sanitary Sewer Line, 3,000 LF of 18" Force Main, and 4,500 LF of 18"/12" Replacement - Including Trenchless Specialist													
Task		Labor Hours					Labor Costs					ODC's and Subs	Subtotal
		Senior Professional	Professional	Analyst	Support Staff	Total	Senior Professional	Professional	Analyst	Support Staff	Total		
1	Project Management	10	42	12	12	76	\$ 4,000	\$ 9,600	\$ 1,900	\$ 1,300	\$16,800	\$800	\$17,600
2	Preliminary Investigation	4	36	59		99	\$ 1,600	\$ 8,200	\$ 9,300		\$19,100	\$900	\$20,000
3	Design Survey	12	124	12		148		\$ 2,800	\$ 21,200		\$24,000	\$54,000	\$78,000
4	Easement Documents												
5	Subsurface Utility Engineering											\$47,500	\$47,500
6	Geotechnical Investigation											\$9,000	\$9,000
7	Preliminary Sanitary Sewer Trunk Line Design	-12	-40	-140		-192	\$ (4,800)	\$ (9,100)	\$ (20,800)		(\$34,700)	(\$1,700)	(\$36,400)
8	Jurisdictional Coordination	4	9	17		30	\$ 1,600	\$ 2,100	\$ 2,700		\$6,400	\$400	\$6,800
9	Final Sanitary Sewer Trunk Line Design	-10	-42	-184		-236	\$ (4,000)	\$ (9,600)	\$ (27,100)		(\$40,700)	(\$1,900)	(\$42,600)
10	Erosion Control Plan		12	62		74		\$ 2,800	\$ 9,100		\$11,900	\$600	\$12,500
11	Environmental Services		30	40		70		\$ 6,900	\$ 5,700		\$12,600	\$600	\$13,200
12	Tree Protection Plan	2	10	58		70	\$ 800	\$ 2,300	\$ 8,500		\$11,600	\$600	\$12,200
13	Traffic Control	2	14	40		56	\$ 800	\$ 3,200	\$ 5,700		\$9,700	\$500	\$10,200
14	Public Involvement	2	8	16		26	\$ 800	\$ 1,900	\$ 2,500		\$5,200	\$200	\$5,400
15	Bidding Phase Services		-4			-4		\$ (900)			(\$900)	(\$100)	(\$1,000)
16	Control Staking												
17	Construction Phase Services	15	80	100		195	\$ 6,000	\$ 18,200	\$ 15,700		\$39,900	\$2,000	\$41,900
18	Construction Material Testing Services											\$3,000	\$3,000
19	As-built Survey												
20	Record Drawings		12	30		42		\$ 2,700	\$ 4,600		\$7,300	\$1,200	\$8,500
21	Tree Inventory												
22	Further Investigation Directed by the City		-38	-51				\$ (8,700)	\$ (8,000)		(\$16,700)	(\$800)	(\$17,500)
23	Lift Station Design	240	1,048	2,117		3,405	\$ 95,100	\$ 238,400	\$ 320,200		\$653,700	\$35,100	\$688,800
24	Force Main Design	82	192	444		718	\$ 32,500	\$ 43,700	\$ 68,200		\$144,400	\$8,900	\$153,300
Contract Totals =		351	1,493	2,632	12	4,577	\$ 134,400	\$ 314,500	\$ 419,400	\$ 1,300	\$869,600	\$160,800	\$1,030,400

May 23, 2024

Item No. 12.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None