



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: 287 987 474 175 | Passcode: gZw5cS

Phone: 469-480-7460 | Phone Conference: 168 564 318#

November 25, 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. The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas.
- d. Cynthia Hopkins & Geoffrey Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.
- e. Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County.
- f. Legal advice related to College Station's water permits issued or pending from the Brazos Valley Groundwater Conservation District and any production or transport permits pending or issued from the Brazos Valley Groundwater Conservation District.
- g. Legal advice related to entering into a settlement agreement regarding an opioid settlement with Kroger.

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. Planning and Zoning Commission
- b. City Manager
- c. Council Self-Evaluation

2.3. Security {Gov't Code Section 551.076 };

Possible action. The City Council may deliberate the deployment, or specific occasions for implementation, of security personnel or devices or a security audit. After executive session discussion, any final action or vote taken will be in public. The following subject may be discussed:

- a. Security related to City Hall and Council Chambers.

2.4. 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 proclaiming the month of November 2024 as National Entrepreneurship Month.**

Sponsors: Brian Piscacek

Attachments: 1. National Entrepreneurship Month 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:

- November 11, 2024 Special Meeting
- November 14, 2024 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. SPM111124 DRAFT Minutes
2. CCM111424 DRAFT Minutes

7.2. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article II, "Stopping, Standing and Parking," Division 3 "Northgate Area" Section 38-104, of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to exemptions.

Sponsors: Debbie Eller

Attachments: 1. Stasney Ordinance

7.3. Presentation, discussion, and possible action on a construction contract with Weisinger, Inc. for the Water Well No. 3 Rehabilitation project in the amount of \$863,025 along with a contingency amount of \$86,975 resulting in a total appropriation of \$950,000. Approval of this item will authorize the City Manager to approve expenditures up to the contingency amount.

Sponsors: Gary Mechler

Attachments: 1. Bid Tabulation #25-003
2. Contract #25300096

7.4. Presentation, discussion, and possible action on a change order with Elliott Construction, LLC for \$125,800 for construction services related to the Sandy Point Pump Station Wellfield Collection Line Ph#1 Rehabilitation project.

Sponsors: Gary Mechler

Attachments: 1. Change Order #1

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

Sponsors: Carol Cotter

Attachments: 1. Impact Fee Semi-Annual Report - 20241007
2. Future Land Use Map (from FNI Report)
3. Service Area Maps -Water, Wastewater and Roadway
4. Status of Impact Fee CIP - Water Wastewater Roadway - September 2024

8. Workshop Agenda.

8.1. Presentation, discussion, and possible action regarding an update from College Station Emergency Management.

Sponsors: Richard Mann

Attachments: None

9. Regular Agenda.

- 9.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.077 acre portion of a 20-foot-wide public utility easement located along Lots 2-5, Block 25 of the Southern Pointe Subdivision, Section 200, Brazos County, Texas, according to the instrument recorded in Volume 14600, Page 73 of the Official Public Records of Brazos County, Texas.

Sponsors: Lucas Harper

Attachments: 1. Vicinity Map
2. Location Map
3. Application
4. Ordinance_Southern Pointe_2

- 9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.005-acre portion of a 20-foot-wide public utility easement located over, across, and upon Lot 1, Block 25 of the Southern Pointe Subdivision, Section 200, Brazos County, Texas, according to the Easement recorded in Volume 14600, Page 73 of the Official Public Records of Brazos County, Texas.

Sponsors: Lucas Harper

Attachments: 1. Vicinity Map
2. Location Map
3. Application
4. Ordinance - Southern Pointe

- 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 boundaries from PDD Planned Development District to PDD Planned Development District to amend the concept plan for approximately 11 acres generally located at 424 Northpoint Crossing Drive.

Sponsors: Robin Macias

Attachments: 1. Northpoint Ordinance
2. Background Information
3. Aerial and Small Area Map
4. Existing Future Land Use Map
5. Rezoning map
6. Rezoning exhibit
7. Applicant's Supporting Information
8. Existing Concept Plan
9. Revised Concept plan

- 9.4. Presentation, discussion, and possible action regarding the appointment of Councilmember to the Council Transportation Committee and Chair to the Bicycle, Pedestrian, and Greenways Advisory Board or designee.

Sponsors: Tanya Smith

Attachments: None

- 9.5. Presentation, discussion, and possible action regarding the appointment of a Planning and Zoning Commission Chair.

Sponsors: Tanya Smith

Attachments: None

10. Items of Community Interest and Council Calendar.

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

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

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

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

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

13. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on November 20, 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."

November 25, 2024
Item No. 5.1.
National Entrepreneurship Month Proclamation

Sponsor: Brian Piscacek, Assistant Director - Economic Development

Reviewed By CBC: N/A

Agenda Caption: Presentation proclaiming the month of November 2024 as National Entrepreneurship Month.

Relationship to Strategic Goals:

- Good Governance
- Diverse & Growing Economy

Recommendation(s): Staff recommends that the City Council receive the proclamation.

Summary: National Entrepreneurship Month is a celebration observed each November in the United States to honor the contributions of entrepreneurs to the economy, society, and culture. It highlights the importance of entrepreneurship in driving innovation, creating jobs, and fostering economic growth.

Budget & Financial Summary: N/A

Attachments:

1. National Entrepreneurship Month Proclamation



Proclamation

WHEREAS, entrepreneurship has long been the cornerstone of innovation, economic growth, and job creation in our nation; and

WHEREAS, entrepreneurs are visionaries who take risks, drive progress, and create opportunities that improve the lives of individuals, families, and communities; and

WHEREAS, the spirit of entrepreneurship fosters creativity, resilience, and the pursuit of excellence, empowering individuals to transform their ideas into action, overcome challenges, and build sustainable enterprises; and

WHEREAS, small businesses, many of which are founded by entrepreneurs, are essential to the local economy and create thousands of jobs for individuals in the College Station community; and

WHEREAS, National Entrepreneurship Month provides an opportunity to recognize the contributions of entrepreneurs at all stages, from startups to established businesses. It's a time to celebrate their achievements, successes, and contributions to society and to encourage them to keep pushing the boundaries of innovation.

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

National Entrepreneurship Month

in recognition of the vital role entrepreneurs play in shaping our future.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas, this 25th day of November 2024.

John P. Nichols, Mayor

Attest:

Tanya Smith, City Secretary

November 25, 2024
Item No. 7.1.
November 11th and 14th Council Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

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

- November 11, 2024 Special Meeting
- November 14, 2024 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. SPM111124 DRAFT Minutes
2. CCM111424 DRAFT Minutes

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
NOVEMBER 11, 2024

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John P. Nichols, Mayor

Council:

Mark Smith
William Wright
Linda Harvell – absent
Elizabeth Cunha - absent
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 Manager

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 4:01 p.m. on November 11, 2024, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. SPECIAL ITEMS

2.1. Presentation, discussion, and possible action regarding the approval of a Plug & Play LLC funding agreement between the City of College Station and the Greater Brazos Valley Partnership.

Michael Ostrowski, Chief Development Officer, stated that the Economic Development Committee discussed a Plug & Play LLC funding agreement with the Greater Brazos Partnership (formally BVEDC) regarding an arrangement with an innovation platform to drive and attract business growth opportunities in the Brazos Valley region through a startup accelerator program. The request is for \$250,000 from the city annually for a period of three years. Texas A&M, the City of Bryan, and the Greater Brazos Partnership would also be funding partners.

Funding Agreement with Greater Brazos Partnership (GBP)

- Startup accelerator program

- Focus on verticals – Aerospace and Defense
- Four employees and establishment of an office in both College Station and at RELLIS
- Will accelerate two groups of startups per segment (year), deal flow sessions of six per segment, community events (e.g. pitch sessions)
- \$1.5 million per year for 3 years
- Funding split (per year): TAMU - \$750,000; City of College Station, City of Bryan, and Greater Brazos Partnership - \$250,000 each
- Plug and Play’s agreements are with TAMU and GBP. Cities then have a separate funding agreements with GBP

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Yancy, the City Council voted five (5) for and none (0) opposed, to direct the City Manager to negotiate and enter into an agreement between the City of College Station and the Greater Brazos Partnership for the funding of a Plug & Play LLC startup accelerator program and bring that contract back to council for ratification. The motion carried unanimously.

3. Adjournment.

There being no further business, Mayor John P. Nichols adjourned the Special Meeting of the City Council at 4:17 p.m. on Monday, November 11, 2024.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
NOVEMBER 14, 2024

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith
William Wright
David White
Melissa McIlhaney
Bob Yancy
Scott Shafer

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, City Attorney
Leslie Whitten, Deputy City Attorney
Ian Whittenton, Deputy City Secretary
Kim Dickey, Records Management Administrator

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 3:01 p.m. on November 14, 2024, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840. Councilmember Cunha was absent.

2. Canvassing of Election.

2.1. Presentation, discussion, and possible action of Ordinance No. 2024-4559 of the City Council of the City of College Station, Texas, canvassing returns and declaring results of the general election, held on November 5, 2024 for the purpose of electing a City Council Member, Place 3, a City Council Member, Place 4, a City Council Member, Place 5, and a City Council Member, Place 6. (Presentación, discusión, y posible acción acerca de una ordenanza no. 2024-4559 del consejo de la ciudad de College Station, Texas, para escrutar los resultados de los votos y declarando los resultados de las elecciones especiales, celebrada el 5 de noviembre de 2024 con el propósito de elegir un Miembro del Concejo Municipal, Lugar 3, un Miembro del Concejo Municipal, Lugar 4, un Miembro del Concejo Municipal, Lugar 5, y un Miembro del Concejo Municipal, Lugar 6.)

Ian Whittenton, Deputy City Secretary, presented the results of the General Election to Councilmembers Place 3, 4, 5 and 6:

<u>Councilmember, Place 3</u>	
David White	20,218
Valen Cepak	7,464

<u>Councilmember, Place 4</u>	
Melissa McIlhaney	19,243
Aron Collins	8,486

<u>Councilmember, Place 5</u>	
Bob Yancy	25,997

<u>Councilmember, Place 6</u>	
Tre Watson	13,727
Scott Shafer	13,948

David White, Melissa McIlhaney, Bob Yancy, and Scott Shafer each received a majority of the votes cast for their respective race and were declared elected.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Yancy, the City Council voted seven (6) for and none (0) opposed, to adopt Ordinance No. 2024-3559, canvassing returns and declaring results of the general election, held on November 5, 2024 for the purpose of electing a City Council Member, Place 3, a City Council Member, Place 4, a City Council Member, Place 5, and a City Council Member, Place 6. The motion carried unanimously

2.2. Issuance of Certificates of Election to elected City Council Member Places 3, 4, 5 and 6; and administer Oaths of Office. (Emisión de Certificados de Elección a Concejales electos Lugares 3, 4, 5 y 6; y administrar juramentos de cargo.)

Judge Spillane administered the oath of office to David White, newly elected Councilmember, Place 3; Melissa McIlhaney, newly elected Councilmember, Place 4; Bob Yancy, newly elected Councilmember, Place 5; and Scott Shafer, newly elected Councilmember, Place 6.

Mayor Nichols and City Manager Woods presented Councilmembers Harvell and Maloney with a street sign bearing their name and place number.

The Council Meeting recessed at 3:16 p.m. for a reception honoring former Councilmembers Linda Harvell, Councilmember, Place 3; Elizabeth Cunha, Councilmember Place 4; and Dennis Maloney, (Mayor ProTem) Councilmember Place 6.

3. Reception.

Mayor Nichols recessed the meeting for the reception at 3:16 p.m.

The meeting resumed at 3:52 p.m.

4. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.072-Real Estate, §551.074-Personnel, and the College Station City Council convened into Executive Session at 3:52 p.m. on November 14, 2024, to continue discussing matters pertaining to:

4.1. 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
- The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas; and
- Cynthia Hopkins & Geoffry Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.
- Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County.
- Legal advice related to College Station's water permits issued or pending from the Brazos Valley Groundwater Conservation District and any production or transport permits pending or issued from the Brazos Valley Groundwater Conservation District.

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

- Approximately 28 acres of land generally located at Midtown Drive and Corporate Pkwy in the Midtown Business Park.
- Approximately 1.5 acres of land located 301 Patricia Street and review of the sealed bids submitted under bid number 24-073.
- Approximately 8 acres of land located at 1508 Harvey Road.
- Approximately 300 acres generally located at Corporate Parkway and Midtown Drive in the Midtown Business Park.

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

- City Manager
- Council Self-Evaluation

5. 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 6:20 p.m. No action was taken.

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

7. Hear Visitors Comments.

Mayor Nichols and City Manager Woods presented Councilmember Cunha with a street sign bearing her name and place number.

Elizabeth Cunha, Shenandoah neighborhood in College Station, came before Council to congratulate the candidates who were in the last election on a well-run campaign. For the elected, she encouraged them to be who they would want to see in office, work through mistakes and hard times, and hoped

that they would leave the office they hold enlightened and hopeful. She also thanked staff, past and present, who do the work everyday that makes a difference in the community.

8. CONSENT ITEMS

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

Item 8.2, 8.3, and 8.4 was pulled from Consent for clarification.

(8.2) Jennifer Cain, Director of Capital Projects, explained how the budget and estimated costs of a project are communicated to council. She also spoke to the invitation to bid process and how contracts are awarded.

(8.3) Jennifer Cain, Director of Capital Projects, gave a brief overview of the contract review process.

(8.4) Jennifer Cain, Director of Capital Projects, gave a brief overview of the construction sealed proposal process and other methods of securing services and contracts.

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

- **October 24, 2024 Council Meeting**

8.2. Presentation, discussion, and possible action on approval of a construction contract with Sadie Burche, LLC. in the amount of \$271,463 for the remodel of a portion of the Carter Creek Wastewater Treatment Plant Office, plus the City's contingency in the amount of \$27,146 for a total appropriation of \$298,609. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

8.3. Presentation, discussion, and possible action on a construction contract with G.A.M. Construction, Inc. in the amount of \$113,900 for the VPAC Cabinets & Counters Project.

8.4. Presentation, discussion, and possible action on a construction contract with Musco Sports Lighting, LLC for the Pickleball and Futsal Courts at Anderson Park in the amount of \$313,068 and for Bee Creek and Central Park Tennis Courts Rehabilitation project in the amount of \$334,506 for a total combined amount of \$647,574.

8.5. Presentation, discussion, and possible action on the Office of the Governor's Victim Services Grant Resolution No. 11-14-24-8.5.

8.6. Presentation, discussion, and possible action on Resolution No. 11-14-24-8.6 and letter agreement that concurs with the Texas Department of Transportation's (TxDOT) de minimis impact determination for the Smith Tract Park property regarding the State Highway 6 Central BCS lane expansion project and future Highway 30 roundabout.

8.7. Presentation, discussion, and possible action on a construction contract with Becker Arena Systems for the dasher board systems and goals for the Futsal (Multi-use) Courts at Anderson Park for \$229,440.

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

9. WORKSHOP ITEMS

9.1. Presentation, discussion, and possible action regarding a presentation and update on the Mabel Clare Thomas Park Redevelopment Project.

Kelsey Heiden, Parks and Recreation Director, stated that this project is part of the 2022 voter-approved bond initiatives and aims to enhance one of the community's most cherished parks, while preserving its historic character and charm. The presentation provided City Council with an overview of the proposed Mabel Clare Thomas Park master plan for consideration.

Background and Timeline

- 2022 Bond Passed
- 2023 Concept Development
 - Park Vision Plan (2021)
 - Texas A&M Student Work (2020)
 - The Eastgate Neighborhood Plan (2011)
- 2024 Public Engagement Touchpoints
 - Public Meeting
 - Parks and Recreation Advisory Board
 - Online Survey

Public Engagement – Requested Site Amenities

Multipurpose Lawn for Open Play	Shaded Seating Areas	Arrivals / Entry Point Improvem...	Restroom	Trail Markers	Habitat / Educati... Areas	Activity Lawn
179	167	157	149	98	68	60
			Active Play	Discovery Play	Low Intensity Exercise Stations	Pavilion
			140	77	57	41
						9

Proposed Master Plan

<u>Existing Amenities</u>	<u>Proposed Amenities</u>	
A. Multi-purpose Lawn	1. Gilchrist Arrival	9. Picnic Space
B. Playground	2. Pavilion	10. Multi-purpose Lawn
C. Fitness Station	3. Restrooms	11. Overlook
D. Basketball Court	4. Play Village	12. Naturalized Drainage
E. Tennis Court	5. Play Lawn	13. Improved Fitness Trail
	6. Active Play	14. Arrival Plaza
	7. Swings	15. Fitness Station
	8. Exploration Play	16. Additional Trees



Diane Davis, College Station, came before Council to state that she generally believes this is a wonderful concept plan but would like to see more details about the lighting on the basketball court and seating.

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to direct staff to move forward with a design contract based on the presented plan. The motion carried unanimously.

9.2. Presentation, discussion, and possible action regarding the economic impact of large summer events and the upcoming 2024 Christmas in College Station campaign.

Jeremiah Cook, Tourism Assistant Director, provided an overview of the 2024 summer season which brought many large events to College Station helping to drive economic impact through tourism during typically slower months. Aside from multiple annual youth sporting events and conventions, the George Strait concert and MEXTOUR Soccer match in June, and the USATF Junior Olympic National Championships in July brought an increase of 30.6% in June and 58.6% in July year over year in hotel occupancy taxes. The events also helped contribute to an increase of 7.3% in June and 8.3% in July in sales tax year over year.

Mr. Cook went on to stated that the annual Christmas in College Station campaign including the brand refresh, a renewed partnership with Santa's Wonderland along with more visibility in Santa's Wonderland, new sponsor Texas Music Scene with 21 million viewers and multiple December airings for their Christmas special featuring adds for Christmas in College Station, new Aggieland Express Pass for local partners, and key annual events as cornerstones of the 2024 season.

9.3. Presentation, discussion, and possible action regarding the FY2024 Comprehensive Plan and Unified Development Ordinance (UDO) Annual Review.

Christine Leal, Planning and Development, provided a brief update on the FY2024 Comprehensive Plan & Unified Development Ordinance (UDO) Annual Review that highlights the major Comprehensive Plan initiatives that occurred during FY2024. It covered the Comprehensive Plan and all associated master plans, programs, and small area plans. The review also included amendments that were made to the UDO, which helps implement the Comprehensive Plan's vision. This Annual Review is organized into the following categories and each item is labeled with its associated plan(s), as applicable:

- Associated Plans and Small Area Plans;
- Infrastructure projects that were completed, under construction, or under design;

- Programs that were hosted by City departments;
- UDO Amendments; and
- Implementation Progress Report (98 Action Items)
 - Achieved – 5%
 - On Track – 83%
 - Off Track – 0%
 - At Risk – 1%
 - Not Started – 11%

Ms. Leal explained that in FY2025, the city will initiate a process to evaluate and update the Comprehensive Plan. The Comprehensive Plan calls for an Evaluation and Appraisal Report to be prepared every five years by City staff with input from the community, various City departments, the Planning and Zoning Commission, and other appropriate boards and commissions. The purpose of the evaluation is to identify the successes and shortcomings of the Plan, consider changing conditions, and recommend appropriate updates. Ultimately, the Report will provide a review of the basic conditions and assumptions related to College Station's growth, an evaluation of the 5-year implementation progress, and may recommend updates to the existing Comprehensive Plan.

12. REGULAR ITEMS

10.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2024-4560 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 SC Suburban Commercial to O Office for approximately 2.08 acres at 4205-4211 Rock Prairie Road, being Lots 1-4, Block 1 of the Waterford Heights Phase 1 Subdivision, generally located east of the intersection of Rock Prairie Road and Bird Pond Road.

Jeff Howell, Planning and Development, stated this request is to rezone approximately 2.08 acres of land being four platted lots generally located at 4205 thru 4211 Rock Prairie Road from SC Suburban Commercial to O Office. The subject properties were originally platted in 2019 as part of a larger subdivision which also included residential properties as well. The applicant intends to rezone the four lots adjacent to Rock Prairie Road to allow for office use. While office uses are permitted within the existing zoning district, the applicant indicates that the commercial uses currently allowed may not be as suitable to the adjacent neighborhood.

This item was heard at the October 17th, 2024 Planning and Zoning Commission meeting where the Commission voted 4-0 to recommend approval.

At approximately 8:00 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:00 p.m.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2024-4560, 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 SC Suburban Commercial to O Office for approximately 2.08 acres at 4205-4211 Rock Prairie Road, being Lots 1-4, Block 1 of the Waterford Heights Phase 1

Subdivision, generally located east of the intersection of Rock Prairie Road and Bird Pond Road. The motion carried unanimously.

10.2. Public Hearing, presentation, discussion, and possible action on Ordinance No. 2024-4561 vacating and abandoning a 0.139-acre portion of a 10-foot-wide utility easement located along Lots 1-7, Block 1 of the Needham Estates Subdivision, College Station, Brazos County, Texas, according to the final plat recorded in Volume 276, Page 301 of the Deed Records of Brazos County, Texas.

Lucas Harper, Planning and Development, stated this the utility easement abandonment is being requested by the applicant as a result of a desire to revise the lot layout and construct a common area and storm-water detention facility. The proposed layout necessitates relocating the utility easement at the front of both rows of lots in the future subdivision. The originally dedicated easement was not utilized by utilities, a future public utility easement will be dedicated along the frontage of the new lots and the existing 60-foot right-of-way of Jamey Lane will remain in place to provide access and utilities to the lots. The utility easement is located approximately 139 feet southwest and parallel to Jamey Lane, extending down the rear lot lines of Lots 1-7, Block 1 of the Needham Estates Subdivision, also currently known as 2522 Barron Road.

At approximately 8:06 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:06 p.m.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember McIlhaney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2024-4561, vacating and abandoning a 0.139 acre portion of a 10-foot-wide utility easement located along Lots 1-7, Block 1 of the Needham Estates Subdivision, College Station, Brazos County, Texas, according to the final plat recorded in Volume 276, Page 301 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

10.3. Public Hearing, presentation, discussion, and possible action regarding Resolution No. 11-14-24-10.3 authorizing a grant application to the Texas Water Development Board for the installation of a phase of the Flood Early Warning System.

Carol Cotter, Planning and Development, stated this in April 2024, the City submitted an Abridged Funding Application for projects that would be eligible as part of the Intended Use Plan developed by the Texas Water Development Board for the Flood Infrastructure Fund. The application submitted included a request for approximately \$90,000 to fund a phase of a Flood Early Warning System (FEWS) that would install three stormwater gauges with associated flood warning flashers and alert system to notify drivers, residents and emergency responders of the potentially hazardous conditions of roadway flooding with significant rainfall events that could threaten life, safety and property. In addition, the FEWS system will collect critical rainfall and stream data which can be used for future drainage projects and studies.

The Abridged Application was approved by the Texas Water Development Board to allow for the submission of the full application for funding. The City of College Station is eligible for an amount being 40% of the project in grant funds, not to exceed \$50,000. The Drainage Fund will cover the remainder of the installation and continued operation and maintenance. The proposed resolution will allow staff to submit the full application for funding and authorize the City Manager to sign all

documents related to the grant. A public hearing is included with this item as required. The application is due November 19, 2024.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 11-14-24-9.3, authorizing a grant application to the Texas Water Development Board for the installation of a phase of the Flood Early Warning System. The motion carried unanimously.

10.4. Presentation, discussion, and possible action on an interlocal agreement with the City of Bryan for approval and access to City of Bryan properties and right-of-way for the Northeast Trunkline Phase 4 Sewer Project.

Bryan Woods, City Manager, stated this this proposed Interlocal Agreement (ILA) between the City of College Station and the City of Bryan establishes a collaborative framework for the Northeast Trunkline Phase 4 sewer project. The project is designed to expand sewer capacity in College Station's northern service areas, including the Northgate District, and includes upgrades to the Hensel Park Lift Station, its force main, and the installation of a large-diameter trunkline. Some sections of the sewer lines are proposed to be located within City of Bryan rights-of-way and properties, and this agreement ensures College Station has the necessary approval to proceed with the infrastructure in those areas.

The ILA also outlines both cities' willingness to decommission College Station's Valley Park Lift Station, located near FM 2818 and FM 60. Under the agreement, the City of Bryan will contribute up to \$200,000 toward a future project to redirect sanitary sewer flow and transfer the affected service area to the City of Bryan. Additionally, the agreement includes provisions for the City of Bryan to potentially provide some level of sewer service to areas north of Highway 30, between Elmo Weedon Road and Cole Lane, upon completion of the City of Bryan's proposed east side wastewater treatment plant.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to approve an interlocal agreement with the City of Bryan for approval and access to City of Bryan properties and right-of-way for the Northeast Trunkline Phase 4 Sewer Project. The motion carried unanimously.

10.5. 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.

Jennifer Cain, Capital Projects Director, stated this 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. A budget of \$26,200,000 is included in the Wastewater Capital Improvement Projects Fund for this project. A total of \$1,587,941 has been spent or committed to date, leaving a balance of \$24,612,059 for this change order and future costs.

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

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

Nothing to report at this time.

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

Nothing to report at this time.

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

Councilmember Yancy requested an item for an in-house Northgate small area plan to include stakeholder input and community outreach.

14. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 8:43 p.m. on Thursday, November 14, 2024.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

November 25, 2024
Item No. 7.5.
Amend Sec. 38-104

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article II, "Stopping, Standing, and Parking," Division 3 "Northgate Area" Section 38-104, of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to exemptions.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The Stopping, Standing, and Parking Article for the Northgate Area includes exemptions for payment of parking fees for religious activities within the district. The Islamic Community of Bryan/College Station recently requested an extension of hours on Friday as they have experienced an increase in the growth of their membership and have increased the number of services on Friday. The current exemption period is Friday, from 12:30 p.m. to 2:30 p.m. This ordinance will extend the hours for the exemption from paying parking fees in the 300 and 400 blocks of Stasney Street and Tauber Street on Friday to the hours of 12:30 p.m. and 3:30 p.m.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE II, “STOPPING, STANDING AND PARKING,” DIVISION 3 “NORTHGATE AREA,” SECTION 38-104, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO EXEMPTIONS; 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 II, “Stopping, Standing and Parking,” Division 3 “Northgate Area,” Section 38-104 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 II, “Stopping, Standing and Parking,” Division 3 “Northgate Area,” Section 38-104 (c) of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

(c) Friday 12:30 p.m. and 3:30 p.m. parking. A person may park a motor vehicle at the on-street parking meters on the 300 and 400 blocks of Stasney Street and Tauber Street on Friday between the hours of 12:30 p.m. and 3:30 p.m. and is exempt from the above fees.

November 25, 2024
Item No. 7.3.
Water Well #3 Rehabilitation Project

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with Weisinger, Inc. for the Water Well No. 3 Rehabilitation project in the amount of \$863,025 along with a contingency amount of \$86,975 resulting in a total appropriation of \$950,000. Approval of this item will authorize the City Manager to approve expenditures up to the contingency amount.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The City of College Station's water supply is sourced from ten groundwater wells owned and operated by the City. As part of the Water Services Department's asset management program, City-owned wells undergo regular rehabilitation to enhance production, reliability, and efficiency. The rehabilitation process typically involves cleaning well screens, replacing or lowering pumping equipment, and implementing other necessary improvements.

This contract pertains to the rehabilitation of City-owned Water Well #3 and includes additional alternative bid items 8-A, 9-A, 11-A, 13-A, 14-A, 15-A, 16-A, and 17-A, alongside the base bid.

Budget & Financial Summary: Water capital funds are budgeted and available for this contract.

Attachments:

1. Bid Tabulation #25-003
2. Contract #25300096

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.

ALSAY, INC.				C&C WATER SERVICES				HYDRO RESOURCES MDC.				WEISINGER			
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		
BASE BID ITEMS															
A. GENERAL - WATER WELL NO. 3															
A-1	1	LS	Water Well No. 3. - Contractor mobilization and demobilization and delivery of service rig and all equipment, materials and personnel to and from Contractor office / yard, subcontractors and job site, including bonds, insurance, etc. Complete as specified.	\$ 31,500.00	\$ 31,500.00	\$ 20,000.00	20000	\$ 250,871.00	\$ 250,871.00	\$ 17,500.00	\$ 17,500.00				
A-2	1	LS	Provide performance and payment bonds for Water Well No. 3 Rework.	\$ 18,000.00	\$ 18,000.00	\$ 65,000.00	65000	\$ 15,245.00	\$ 15,245.00	\$ 13,480.00	\$ 13,480.00				
SUBTOTAL: A. GENERAL				\$ 49,500.00		\$ 85,000.00		\$ 266,116.00		\$ 30,980.00					
B. WATER WELL NO. 3															
B-1	1	LS	Conduct and submit a written test report and data for a well and well pumping equipment performance test at 3 pumping rates and discharge pressures to document the baseline field performance prior to beginning work.	\$ 2,700.00	\$ 2,700.00	\$ 2,000.00	2,000.00	\$ 2,368.00	\$ 2,368.00	\$ 1,000.00	\$ 1,000.00				
B-2	1	LS	Remove and inspect existing well motor, well discharge head, pump column assembly and pump bowl, and provide written inspection reports, Complete as specified.	\$ 21,645.00	\$ 21,645.00	\$ 18,000.00	18,000.00	\$ 13,922.00	\$ 13,922.00	\$ 46,200.00	\$ 46,200.00				
B-3	3	EA	Bail oil from the well and dispose of properly. Perform a well video survey of entire well depth interval and provide acceptable electronic copies, selected video images and written report of each video survey, Complete as specified.	\$ 3,265.00	\$ 9,795.00	\$ 5,500.00	16,500.00	\$ 1,783.00	\$ 5,349.00	\$ 3,100.00	\$ 9,300.00				
B-4	1	LS	Furnish, install and remove appropriately sized steel tank(s) and temporary leak-proof discharge piping to convey water to discharge point at the well site during pumping, jetting or testing operations, plus restore land surface and grass to as good or better condition that existed prior to work, Complete as specified.	\$ 9,000.00	\$ 9,000.00	\$ 10,500.00	10,500.00	\$ 31,975.00	\$ 31,975.00	\$ 1,950.00	\$ 1,950.00				
B-5	40	HR	Perform mechanical cleaning (wire brushing) of the 9-5/8- inch well screens, 2,430 to 2,920 feet, 462 feet of screen, Complete as specified.	\$ 540.00	\$ 21,600.00	\$ 700.00	28,000.00	\$ 1,038.00	\$ 41,520.00	\$ 340.00	\$ 13,600.00				
B-6	30	HR	Jet out and remove the fill material and sediment from the bottom of the well, Complete as specified.	\$ 415.00	\$ 12,450.00	\$ 750.00	22,500.00	\$ 789.00	\$ 23,670.00	\$ 340.00	\$ 10,200.00				
B-7	1	LS	Perform chlorine treatment of 9-5/8 inch well screens by inserting and agitating chlorine into 9-5/8 inch screens, 2,430 to 2,920 feet, 462 feet of screen, and jet out and neutralize chlorinated water from the well prior to discharge, Complete as specified.	\$ 17,640.00	\$ 17,640.00	\$ 37,000.00	37,000.00	\$ 40,343.00	\$ 40,343.00	\$ 20,840.00	\$ 20,840.00				
B-8	1	LS	Perform acid treatment of 9-5/8 inch well screens using injection and agitation with a double disk surge block agitator with 15% Hydrochloric Acid with 1.5% QC-21, Napco 224 or Nu Well-310 liquid enhancer or approved equal and 2 pounds of Rodine 103 acid corrosion inhibitor or approved equal per 1,000 gallons of acid (all non-toxic for potable wells), 9-5/8 - inch screen interval 2,430 to 2,920 feet, 462 feet of screen, 2,300 gallons of HCL acid at minimum 5.0 gallons per foot of 9-5/8 - inch screen, Complete as specified.	\$ 52,470.00	\$ 52,470.00	\$ 69,000.00	69,000.00	\$ 110,734.00	\$ 110,734.00	\$ 37,615.00	\$ 37,615.00				
B-9	30	HR	Perform airlift pumping, agitation with double disk surge block agitator, and neutralization of chemicals following chemical treatment, Complete as specified.	\$ 450.00	\$ 13,500.00	\$ 750.00	22,500.00	\$ 717.00	\$ 21,510.00	\$ 340.00	\$ 10,200.00				
B-10	1	LS	Perform sonar jetting of 9-5/8 inch screen interval 2,430 to 2,920 feet, Complete as specified.	\$ 54,000.00	\$ 54,000.00	\$ 17,500.00	17,500.00	\$ 15,481.00	\$ 15,481.00	\$ 6,300.00	\$ 6,300.00				
B-11	1	LS	Furnish new vertical turbine, line shaft, permanent pump bowl with design conditions of 2,900 gpm at 595 feet of total dynamic head (TDH) with stainless steel pump bowl shaft and bowl coupling with stainless steel collets and wear rings with new 12-inch pump suction pipe (length of 10 feet or less) and new stainless steel cone strainer, Complete as specified. Pump submittal to include 3 pump options for the owner's consideration and approval. Pumps for submittal should be selected based on the each pump's future head - capacity performance and efficiency as static head increases over time.	\$ 72,990.00	\$ 72,990.00	\$ 77,000.00	77,000.00	\$ 72,526.00	\$ 72,526.00	\$ 67,090.00	\$ 67,090.00				

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
B-12	33	20-Foot Section Each	Furnish 20-foot section of new 12-inch diameter (0.375-inch wall thickness) threaded column pipe, 2-3/16-inch diameter line shaft, 1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	\$ 4,410.00	\$ 145,530.00	\$ 6,050.00	\$ 199,650.00	\$ 4,678.00	\$ 154,374.00	\$ 5,800.00	\$ 191,400.00
B-13	1	10-Foot Section Each	Furnish 10-foot section of new 12-inch diameter (0.375-inch wall thickness) threaded column pipe, 2-3/16-inch diameter line shaft, 1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	\$ 2,240.00	\$ 2,240.00	\$ 3,950.00	\$ 3,950.00	\$ 2,426.00	\$ 2,426.00	\$ 3,040.00	\$ 3,040.00
B-14	1	10-Foot Section	Furnish 10-foot section of new 12-inch diameter (0.375-inch wall thickness) top special threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	\$ 4,200.00	\$ 4,200.00	\$ 4,300.00	\$ 4,300.00	\$ 1,220.00	\$ 1,220.00	\$ 3,920.00	\$ 3,920.00
B-15	1	LS	Furnish and install a new 2-3/16-inch x 3-1/2-inch tension bearing, nut and plate assembly, Complete as specified.	\$ 1,100.00	\$ 1,100.00	\$ 5,500.00	\$ 5,500.00	\$ 323.00	\$ 323.00	\$ 2,600.00	\$ 2,600.00
B-16	34	EA	Furnish new rubber tube stabilizer for 12-inch diameter column pipe and 3-1/2-inch diameter oil tubing, Complete as specified.	\$ 26.00	\$ 884.00	\$ 30.00	\$ 1,020.00	\$ 8.88	\$ 301.92	\$ 35.00	\$ 1,190.00
B-17	680	FT	Furnish 1/4-inch stainless steel PVC-wrapped airline and oil-filled pressure gauge, with all strapping material and fittings, Complete as specified.	\$ 3.90	\$ 2,652.00	\$ 6.00	\$ 4,080.00	\$ 5.00	\$ 3,400.00	\$ 4.50	\$ 3,060.00
B-18	680	FT	Furnish 1-1/4-inch PVC water-level measuring pipe, Complete as specified.	\$ 1.90	\$ 1,292.00	\$ 7.00	\$ 4,760.00	\$ 2.00	\$ 1,360.00	\$ 3.50	\$ 2,380.00
B-19	1	LS	Sandblast, steam clean, prime and paint (approved color) the existing fabricated steel well discharge head, Complete as specified.	\$ 7,000.00	\$ 7,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,226.00	\$ 3,226.00	\$ 1,700.00	\$ 1,700.00
B-20	1	LS	Furnish and install new 600 Hp, WP-1, 1,770 rpm, 460 volt, 3-phase premium efficient electric well motor with new combination motor drive shaft and new head shaft nut and gib keys, and any necessary electrical wiring and connections, Complete as specified.	\$ 153,500.00	\$ 153,500.00	\$ 160,000.00	\$ 160,000.00	\$ 131,422.00	\$ 131,422.00	\$ 163,450.00	\$ 163,450.00
B-21	1	LS	Install permanent pump bowl at 680 feet, pump column assembly, airline, water-level pipe, well discharge head and electric motor and make all pump and motor equipment operational, Complete as specified.	\$ 21,645.00	\$ 21,645.00	\$ 22,000.00	\$ 22,000.00	\$ 5,675.00	\$ 5,675.00	\$ 43,800.00	\$ 43,800.00
B-22	1	LS	Furnish and install a new lubricator with 3-gallon capacity reservoir, immersion heater and thermostat, solenoid and flow-regulating valve, Complete as specified.	\$ 5,760.00	\$ 5,760.00	\$ 3,200.00	\$ 3,200.00	\$ 807.00	\$ 807.00	\$ 4,600.00	\$ 4,600.00
B-23	1	LS	Chlorinate and disinfect the well pump and well and perform bacteriological sampling and analyses (require 3 negative bacteriological samples), Complete as specified.	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,863.00	\$ 1,863.00	\$ 5,890.00	\$ 5,890.00
B-24	1	LS	Perform independent third party well, pump and motor performance test with vibration test and provide written report, Complete as specified.	\$ 1,200.00	\$ 1,200.00	\$ 2,000.00	\$ 2,000.00	\$ 875.00	\$ 875.00	\$ 1,250.00	\$ 1,250.00
B-25	1	LS	Well site restoration to restore land surface and grass to as good or better condition than existed prior to work, Complete as specified.	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 15,323.00	\$ 15,323.00	\$ 2,500.00	\$ 2,500.00
B-26	1	LS	Provide a submittal stating the anticipated pumping rate of Well No. 3 based on the Well 3 field performance testing by the Contractor (Item B-1) and the pump performance information provided in Appendix D - Factory Test of City of College Station's Spare Pump.	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,853.00	\$ 3,853.00	\$ 500.00	\$ 500.00
SUBTOTAL: B. WATER WELL NO. 3				\$	640,293.00	\$	744,960.00	\$	705,846.92	\$	655,575.00
TOTAL BASE BID AMOUNT (Subtotals A. + B.)				\$	689,793.00	\$	829,960.00	\$	971,962.92	\$	686,555.00
ADDITIVE ALTERNATE BID ITEMS											
WATER WELL NO. 3 ALTERNATES											
1-A	10	HR	Contractor service rig, equipment & personnel rate, Complete, for time for additional work approved by the Owner for this project.	\$ 400.00	\$ 4,000.00	\$ 600.00	\$ 6,000.00	\$ 8,443.00	\$ 84,430.00	\$ 680.00	\$ 6,800.00
2-A	50	GALS	15% Hydrochloric Acid and specified additives for acid volume more or less than specified in Item No. B-8, Complete as specified.	\$ 675.00	\$ 33,750.00	\$ 110.00	\$ 5,500.00	\$ 100.00	\$ 5,000.00	\$ 10.00	\$ 500.00
3-A	1	LS	Sound the depth of the gravel pack outside the top of the existing 9-inch or 10-inch diameter blank liner, Complete as specified.	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 10,620.00	\$ 10,620.00	\$ 1,360.00	\$ 1,360.00
4-A	15	FT	If needed and approved, add gravel pack outside the top of the existing 9-inch or 10-inch diameter blank liner, Complete as specified.	\$ 200.00	\$ 3,000.00	\$ 350.00	\$ 5,250.00	\$ 22.00	\$ 330.00	\$ 125.00	\$ 1,875.00
5-A	4	HR	Perform specified, well specific capacity check test of well with the specified materials and equipment and provide written testing records and data, Complete as specified.	\$ 1,550.00	\$ 6,200.00	\$ 400.00	\$ 1,600.00	\$ 491.00	\$ 1,964.00	\$ 250.00	\$ 1,000.00

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
6-A	1	LS	Furnish, install and remove Contractor's minimum 1,000 gpm temporary test pump bowl, well pumping equipment and materials, Complete as specified.	\$ 21,240.00	\$ 21,240.00	\$ 45,000.00	\$ 45,000.00	\$ 3,853.00	\$ 3,853.00	\$ 29,950.00	\$ 29,950.00
7-A	8	HR	Perform specified, well pumping test with the temporary test pump bowl, equipment and materials and provide written testing records and data, Complete as specified.	\$ 500.00	\$ 4,000.00	\$ 450.00	\$ 3,600.00	\$ 241.00	\$ 1,928.00	\$ 410.00	\$ 3,280.00
8-A	1	EA	Furnish and install new cast iron pump bowl stage to meet final pump design conditions that are different than specified in Bid Item No. 8-11, Complete as specified.	\$ 6,270.00	\$ 6,270.00	\$ 6,730.00	\$ 6,730.00	\$ 2,500.00	\$ 2,500.00	\$ 5,605.00	\$ 5,605.00
9-A	1	EA	Furnish and install new ductile iron pump bowl stage to meet final pump design conditions that are different than specified in Bid Item No. 8-11, Complete as specified.	\$ 6,270.00	\$ 6,270.00	\$ 8,000.00	\$ 8,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,605.00	\$ 5,605.00
10-A	1	LS	Machine holes in the existing well discharge head for the airline, water-level measuring pipe and any other accessories, Complete as specified.	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 880.00	\$ 880.00
11-A	1	LS	Furnish and install new coated fabricated steel discharge head with 4 lifting lugs and correct well discharge sized for Well No. 3 and machined holes for airline, PVC pipe and any other accessories, plus a short section of new discharge piping, expansion joint and/or flange(s) to connect the new head and existing piping, if needed, Complete as specified.	\$ 13,720.00	\$ 13,720.00	\$ 40,250.00	\$ 40,250.00	\$ 15,192.00	\$ 15,192.00	\$ 18,700.00	\$ 18,700.00
12-A	1	LS	Recondition the existing 400 Hp electric well motor, including: electric motor inspection; steam clean, dip and bake the stator; rewind the motor stator (if needed and approved); lathe check the motor; replace the bearings; balance the motor; replace the sight glass, oil and heaters; assemble and test the motor at full voltage; include any and all required machine work; install a new combination drive shaft and gib keys; steam clean or sand blast, prime and paint the motor with a paint and paint color acceptable to the OWNER; and install the motor and make it operational, Complete as specified.	\$ 69,000.00	\$ 69,000.00	\$ 44,560.00	\$ 44,560.00	\$ 25,000.00	\$ 25,000.00	\$ 21,800.00	\$ 21,800.00
13-A	1	LS	If directed by the Owner, furnish, install and remove Contractor's minimum 2,600 gpm temporary pump bowl, temporary pumping equipment and materials with Contractor's minimum 500 Hp temporary electric well motor and any electrical wiring and connections, disinfect the well, and make the well and temporary well pumping equipment operational for well pumping operations, Complete as specified.	\$ 21,476.00	\$ 21,476.00	\$ 55,000.00	\$ 55,000.00	\$ 204,508.00	\$ 204,508.00	\$ 34,480.00	\$ 34,480.00
14-A	8	WK	Rental of the Contractor's temporary pump bowl and temporary well pumping equipment and electric well motor in Bid Item No. 13-A, Complete as specified.	\$ 5,000.00	\$ 40,000.00	\$ 20,000.00	\$ 160,000.00	\$ 375.00	\$ 3,000.00	\$ 2,000.00	\$ 16,000.00
15-A	1	LS	If directed by the Owner based on the information in Bid Items 8-1 and 8-26, furnish and install the City's spare pump and furnish, install and remove the Contractor's temporary 600 Hp electric well motor and any necessary electrical wiring and connections, Complete as specified.	\$ 110,880.00	\$ 110,880.00	\$ -	\$ -	\$ 6,920.00	\$ 6,920.00	\$ 27,600.00	\$ 27,600.00
16-A	8	WK	Rental of the Contractor's temporary electric well motor in Bid Item No. 15-A, Complete as specified.	\$ 4,200.00	\$ 33,600.00	\$ -	\$ -	\$ 471.00	\$ 3,768.00	\$ 7,560.00	\$ 60,480.00
17-A	1	LS	"If directed by owner, install new owner provided 600 Hp, WP-1, 1,770 rpm, 460 volt, 3-phase premium efficient electric well motor with contractor provided new combination motor drive shaft and new head shut rat and gib keys, and any necessary electrical wiring and connections, complete as specified".	\$ 2,450.00	\$ 2,450.00	\$ 20,000.00	\$ 20,000.00	\$ 954.00	\$ 954.00	\$ 8,000.00	\$ 8,000.00
ADDITIVE ALTERNATE BID ITEMS				\$ 378,856.00	\$ 378,856.00	\$ 406,990.00	\$ 406,990.00	\$ 374,467.00	\$ 374,467.00	\$ 243,915.00	\$ 243,915.00
Total Base Bid + Alternate Bid				\$ 1,068,649.00	\$ 1,068,649.00	\$ 1,236,950.00	\$ 1,236,950.00	\$ 1,346,429.92	\$ 1,346,429.92	\$ 930,470.00	\$ 930,470.00
Total Number of Completion Days				120 days	120 days	120 days	120 days	120 days	120 days	120 days	120 days
Bid Bond and addendum				Y	Y	Y	Y	Y	Y	Y	Y
Notes				15-A and 16-A No bid due to 600hp electric motor is not available.				Highlighted is the correct amount due to calculations.			



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300096 PROJECT #: WA2503 BID/RFP/RFQ#: 25-003

Project Name / Contract Description: Well 3 Rehab/ Construction Contract

Name of Contractor: Weisinger Inc.

CONTRACT TOTAL VALUE: \$ 863,025.000 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)

A budget of \$2,200,000 is included for this project in the Water Capital Improvement Projects Fund. Nothing has been expended or committed to date, leaving a balance of \$2,200,000 for this contract and future expenses.

(If required)*
CRC Approval Date*: N/A Council Approval Date*: 11/25/24 Agenda Item No*:

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

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

SIGNATURES RECOMMENDING APPROVAL

Gary Meehler 11/20/2024
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

John A. Haislet 11/20/2024
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

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 Weisinger Inc. (the

"Contractor") for the construction and/or installation of the following:

As described in ITB 25-003 Rehabilitation of Water Well No. 3 Base bid plus 8A,9A,11A 13 to 17A items.

1. DEFINITIONS

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

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

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

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

1.05 Contingency Amount. The term "Contingency Amount" shall mean and be understood as referring to the amount established and appropriated by the City, to be used exclusively by the City and in the City's sole discretion, to pay City-authorized costs associated with Change Orders and other related expenses for this Project. The Contractor agrees that the Contingency Amount, if any, is established by and is for the sole use of the City, that the Contingency Amount is not included in the Contract Amount, and that the Contractor has no right to use or receive any Contingency Amount unless authorized by the City in a written and duly authorized change order. The City's Contingency Amount is: Eighty Six Thousand Nine Hundred Seventy-Five and NO /100 Dollars (\$ 86,975.00).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Eight Hundred Sixty-Three Thousand Twenty-Five and NO /100 Dollars (\$ 863,025.00).

1.07 Contract Documents. The term "Contract Documents" shall mean those documents listed in Section 2.01.

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the Work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

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

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

2. CONTRACT DOCUMENTS

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

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

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

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

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

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

3. AWARD OF CONTRACT

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

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

4. CITY'S REPRESENTATIVE

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

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

6. DISORDERLY EMPLOYEES

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

7. HOURS OF WORK

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

8. NATURE OF THE WORK

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

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

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

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

9. POST-AGREEMENT AWARD MEETINGS

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

(a) Schedule for performance of the Work ("Construction Schedule"). Project Schedule contemplated, including the starting and ending date, as well as an indication of the completion of stages of Work hereunder. Such document, once approved by the City and, if applicable, the City's Consultant shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit E**. If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance. The Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Contractor shall submit an updated Construction Schedule that reflects changes authorized by approved change orders. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be submitted with each pay application, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

(b) The names and addresses of all proposed subcontractors in writing.

- (c) Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.
- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof, including PDF/electronic versions and CAD files.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

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

10. PROGRESS OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

12. MATERIALS

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

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

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

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

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

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

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

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

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

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

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

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

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

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

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

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

13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

14. REJECTED WORK

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

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

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

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

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

15. SUBCONTRACTING & SUBCONTRACTORS

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

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

16. PAYMENT

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

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

not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

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

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

OR:

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

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

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

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

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

16.09 Unless otherwise provided in the Contract Documents:

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

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

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

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

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

16.12 Virtual Payment Method. For increased payment and financial information security, the Contractor must use the City's approved virtual payment card system or digital payment system for all payments, storing, and modifications of financial information used for City payments to the Contractor. Any related reasonable fees paid by the Contractor for use of the virtual payment card system or digital payment system may be passed through to the City.

17. EXTRA WORK CHARGES

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

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

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

OR:

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

included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

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

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

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

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

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

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

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

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

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

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

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

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

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

18. TIME OF COMPLETION

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

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

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

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

19. SUBSTANTIAL COMPLETION

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

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

21.03 No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (i) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an

increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in Section 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

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

22. EXTENSIONS OF TIME

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

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

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

23. LIQUIDATED DAMAGES

23.01 The time for the Substantial and Final Completion of the Work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages

that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of ONE THOUSAND and NO /100 DOLLARS (\$ 1,000.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects (other than defects from third parties as set out in Chapter 59 Texas Business and Commerce Code relating to non-critical infrastructure), and in conformance with this Agreement, the other Contract Documents, and recognized industry standards .

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

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

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

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

25.06 Defective Work Discovered During Warranty Period. If any of the Work is found or determined to be either defective, including obvious defects under warranty as set forth in this Section 25, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly, upon receipt of written notice by the City, correct the defective work at no cost to the City.

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

26.04 No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit

shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

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

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

27. INSURANCE

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

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

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

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

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

- (a) Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- (c) "Claims Made" policies are not accepted.
- (d) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.

- (e) The City of College Station, its agents, officials, employees and volunteers, are to be named as “Additional Insured” to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officials, employees or volunteers.

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

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

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

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

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

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

27.07 Additional Insured.

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

27.08 Builder's Risk

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

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

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

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

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) Workers' Compensation/ Employer's Liability insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each

employee are required.

2. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
3. Texas must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

“A. Definitions:

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

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

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

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

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

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

extended.

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

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

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

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

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

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

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

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

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

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

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

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

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

of coverage ends during the duration of the project;

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

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

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

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

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

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

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

28. BOND PROVISIONS

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

(a) The Contractor shall execute performance and payment bonds for the full Contract Amount and, if required by Contractor's surety to cover increases in the dollar amounts or amount of Work that is increased by a duly authorized change order, Contractor shall secure performance and payment bond riders to increase the dollar amounts and coverages of the performance and payment bonds.

(b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.

(c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid original powers of attorney, **at the time of execution of this Agreement by Contractor and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B**.

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

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

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

29. SURETY

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

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

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

shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02 Should the cost to complete the Work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the Project site, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

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

30. COMPLIANCE WITH LAW

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

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

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

31. SAFETY PRECAUTIONS

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

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

31.03 The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential

hazards created by the performance of the Work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

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

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

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

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

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

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

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

34. RELEASE

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

35. PERMITS AND LICENSES

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

36. ROYALTIES AND LICENSING FEES

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

37. BREACH OF CONTRACT & DAMAGES

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

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

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

38. TERMINATION FOR CAUSE

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

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

- (e) If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or
- (f) If the Contractor abandons the Work.
- (g) If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

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

- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;
- (d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;
- (f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

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

43. HIRING

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

44. ASSIGNMENT

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

45. EFFECTIVE DATE

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

46. OTHER TERMS

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

the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

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

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

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

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

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

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

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

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

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

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.

46.17 Fraud Reporting. To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

List of Exhibits

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

WEISINGER, INC.

By: Michael Weisinger

Printed Name: Michael weisinger

Title: Vice President

Date: 11/20/2024

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

John A. Haislet

City Attorney

Date: 11/20/2024

Assistant City Manager/CFO

Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

Superseded General Decision Number: TX20230007

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, McLennon 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)(1).

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 \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 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 2024.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number 0 Publication Date 01/05/2024

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 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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.

=====
END OF GENERAL DECISION"

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

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. S04-83-01

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Weisinger Incorporated, as Principal, hereinafter called "Contractor" and the other subscriber hereto Employers Mutual Casualty Company; Union Insurance Company of Providence, 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 Eight Hundred Sixty-Three Thousand Twenty-Five and NO /100 Dollars (\$ 863,025.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for ITB 25-003 REHABILITATION OF WATER WELL NO.3

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

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

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

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

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

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

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

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

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

Bond No. S04-83-01

FOR THE CONTRACTOR:

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

WITNESS: (if not a corporation)

By: B. M. Jafar

Name: Beth Taylor

Title: Secretary / Treasurer

Date: NOVEMBER 24, 2024

WEISINGER, INC.

(Name of Contractor)

By: _____

Name: Michael Weisinger

Title: Vice President

Date: NOVEMBER 24, 2024



FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: MR

Name: Michael P. Berry

Title: Witness

Date: NOVEMBER 24, 2024

Employers Mutual Casualty Company;
Union Insurance Company of Providence
(Full Name of Surety)

PO Box 1739 Wichita, KS 67201-1739
(Address of Surety for Notice)

By: 

Name: John A. Prince,

Title: Attorney-in-Fact

Date: November 24, 2024

FOR THE CITY:

REVIEWED:

John A. Haislet
City Attorney

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

City Manager

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

JOHN A PRINCE

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number **Principal:**
 Weisinger Incorporated

S048301

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

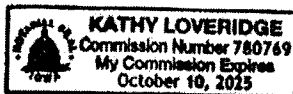
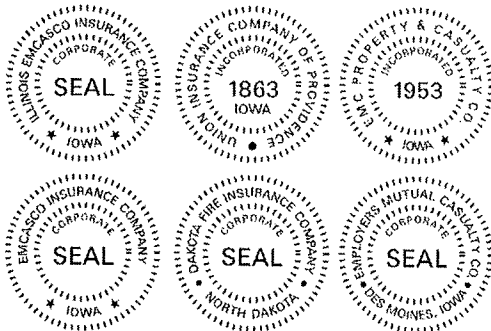
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of November, 2024.

Ryan J. Springer
 Vice President

TEXAS STATUTORY PAYMENT BOND

Bond No. S04-83-01

THE STATE OF TEXAS

§

THE COUNTY OF BRAZOS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Weisinger Incorporated, as Principal, hereinafter called "Principal" and the other subscriber hereto Employers Mutual Casualty Company; Union Insurance Company of Providence, a corporation organized and existing under the laws of the State of Iowa, 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 Eight Hundred Sixty-Three Thousand Twenty-Five and NO /100 Dollars (\$ 863,025.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the 24th day of November, 20 24, for ITB 25-003 REHABILITATION OF WATER WELL NO.3, referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

Bond No. S04-83-01

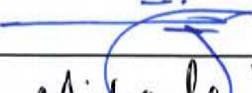
FOR THE CONTRACTOR:

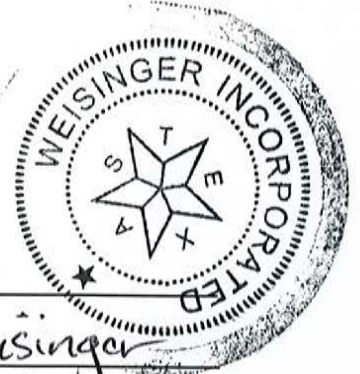
ATTEST & SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

By: 
Name: Beth Taylor
Title: Secretary/Treasurer
Date: NOVEMBER 24, 2024

WEISINGER, INC.

(Name of Contractor)

By: 
Name: Michael Weisinger
Title: Vice President
Date: NOVEMBER 24, 2024



FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: 
Name: Michael P. Berry
Title: Witness
Date: NOVEMBER 24, 2024

Employers Mutual Casualty Company;
Union Insurance Company of Providence
(Full Name of Surety)

PO Box 1739 Wichita, KS 67201-1739
(Address of Surety for Notice)

By: 
Name: John A. Prince,
Title: Attorney-in-Fact
Date: November 24, 2024

FOR THE CITY:

REVIEWED:


City Attorney

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

City Manager

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

JOHN A PRINCE

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number **Principal:**
 Weisinger Incorporated

S048301

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

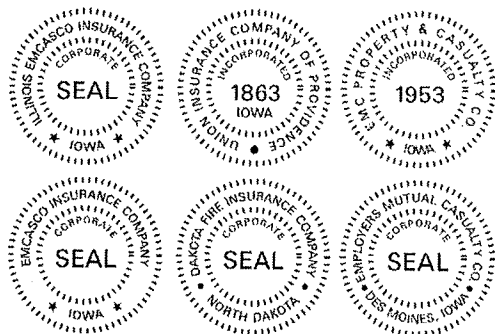
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Authority is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of November, 2024.

Ryan J. Springer
 Vice President



IMPORTANT NOTICE

To obtain information or to make a complaint:

You may call EMC Insurance Companies' toll free telephone number for information or to make a complaint at:

1-800-223-0562

You may also write to EMC Insurance Companies at:

P.O. Box 1739
Wichita, KS 67201-1739

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, Texas 78714-9104
FAX: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de EMC Insurance Companies' para obtener información o para presentar una queja al:

1-800-223-0562

Usted también puede escribir a EMC Insurance Companies:

P.O. Box 1739
Wichita, KS 67201-1739

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, Texas 78714-9104
FAX: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2024

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 Adams Risk Management Services, LLC Adams Insurance Service, Inc. 1111 North Loop W, Suite 600 Houston TX 77008	CONTACT NAME: Jennifer Green PHONE (A/C, No, Ext): 713-869-8346 FAX (A/C, No): 713-869-9144 E-MAIL ADDRESS: jgreen@adamsins.com
INSURED Weisinger, Inc. PO Box 909 Willis TX 77378	INSURER(S) AFFORDING COVERAGE INSURER A : Underwriters at Lloyd's, London INSURER B : The Continental Insurance Company INSURER C : Travelers Lloyds Insurance Company INSURER D : Valley Forge Insurance Company INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 766394678 **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
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 25,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	7092228275	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	7092228289	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	7092228292	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	7092228261	6/30/2024	6/30/2025	☒ 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
C A A	Builders Risk Pollution/Professional			QT-660-8J926414-TLC-24 B0621PWWEIS000324 B0621PWWEIS002424	6/30/2024 6/30/2024 6/30/2024	6/30/2025 6/30/2025 6/30/2025	Jobsite* Each Claim/Aggregate Each Claim/Deductible 5,000,000 5,000,000 20,000

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

*BUILDERS RISK POLICY CONTINUED:
DEDUCTIBLE (UNLESS NOTED BELOW): \$5,000
EARTH MOVEMENT SUBLIMIT: \$2,500,000
EARTH MOVEMENT DEDUCTIBLE: \$25,000
FLOOD SUBLIMIT: \$2,500,000 (EXCEPT 100-YEAR & 500-YEAR FLOOD PLAINS)
FLOOD SUBLIMIT: \$1,000,000 (500-YEAR FLOOD PLAIN)
FLOOD DEDUCTIBLE: \$25,000 (EXCEPT IN 500-YEAR FLOOD PLAIN)
FLOOD DEDUCTIBLE: \$100,000 (500-YEAR FLOOD PLAIN)
See Attached...

CERTIFICATE HOLDER **CANCELLATION**

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

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Adams Risk Management Services, LLC		NAMED INSURED Weisinger, Inc. PO Box 909 Willis TX 77378
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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

WINDSTORM/HAIL DEDUCTIBLE: \$50,000

INSTALLATION FLOATER Policy Number: 7092242645

The Continental Insurance Company - Policy Dates: 06/30/2024 to 06/30/2025

Policy Limits: \$2,500,000 Per Jobsite

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

THE GENERAL LIABILITY POLICY INCLUDES THE FOLLOWING ENDORSEMENTS: 1) CNA75014XX-NOTICE OF CANCELLATION-30 DAY BLANKET AS REQUIRED BY WRITTEN CONTRACT. 2) CNA74705XX-BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT. 3) CNA75079XX & CNA74705XX-WHO IS AN INSURED IS AMENDED TO INCLUDE AS ADDITIONAL INSURED ANY PERSON OR ORGANIZATION WHEN YOU HAVE AGREED IN A WRITTEN CONTRACT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY. PRIMARY & NON-CONTRIBUTORY BASIS IF THE ADDITIONAL INSURED SPECIFICALLY AGREED IN A WRITTEN CONTRACT THAT THE INSURANCE BE PRIMARY & WHEN COVERAGE IS PROVIDED ON A PRIMARY BASIS WE WILL NOT SEEK CONTRIBUTION FROM ANY OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED IF A WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE NON-CONTRIBUTORY.

THE AUTOMOBILE POLICY INCLUDES THE FOLLOWING ENDORSEMENTS: 1) CNA63359XX-BLANKET ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO THE BODILY INJURY OR PROPERTY DAMAGE. 2) CNA63359XX-BLANKET WAIVER OF SUBROGATION AS REQUIRED BY WRITTEN CONTRACT. 3) CNA63359XX-DESIGNATED INSURED PRIMARY NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT. 4) CNA68021XX-NOTICE OF CANCELLATION-30 DAYS BLANKET AS REQUIRED BY WRITTEN CONTRACT.

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

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

POLLUTION POLICY INCLUDES TRANSPORTATION POLLUTION COVERAGE.

RE: WELL 3 REHABILITATION

CERTIFICATE HOLDER INCLUDES: CITY OF COLLEGE STATION, ITS AGENTS, OFFICIALS, EMPLOYEES AND VOLUNTEERS

**Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS
1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury – Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

**Contractors' General Liability Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out

Contractors' General Liability Extension Endorsement

of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

 - a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
 - b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

CNA74705XX (1-15) Page 3 of 16
Valley Forge Insurance Co.
Insured Name: Weisinger Inc.

Policy No: 7092228275

Effective Date: 6/30/2024 – 6/30/2025

**Contractors' General Liability Extension Endorsement**

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

**Contractors' General Liability Extension Endorsement**

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.
- 6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**
- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:
- This insurance does not apply to:
- k. Damage to Your Product**
Property damage to your product arising out of it, or any part of it except when caused by or resulting from:
 - (1) fire;
 - (2) smoke;
 - (3) collapse; or
 - (4) explosion.
 - l. Damage to Your Work**
Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.
This exclusion does not apply:
 - (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or
 - (2) If the cause of loss to the damaged work arises as a result of:
 - (a) fire;
 - (b) smoke;
 - (c) collapse; or
 - (d) explosion.
- B. The following paragraph is added to **LIMITS OF INSURANCE**:
- Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.
- C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.
- 7. CONTRACTUAL LIABILITY – RAILROADS**
- With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Contractors' General Liability Extension Endorsement****Insured Contract means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

**Contractors' General Liability Extension Endorsement**

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

- A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

**Contractors' General Liability Extension Endorsement****B. All:**

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

- C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.
- D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.
- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
 - b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and
- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:
 - i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).
 - ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

**Contractors' General Liability Extension Endorsement**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

Contractors' General Liability Extension Endorsement

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage or personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

**Contractors' General Liability Extension Endorsement**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. **Damage to Property**

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

**Contractors' General Liability Extension Endorsement**

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. \$500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: \$<insert (\$) amount>; or

(2) the amount shown in the Declarations for Medical Expense Limit.

- B.** Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

**Contractors' General Liability Extension Endorsement****18. NON-OWNED AIRCRAFT**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

**Contractors' General Liability Extension Endorsement**

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.
- B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:
 - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**Contractors' General Liability Extension Endorsement****24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

**Contractors' General Liability Extension Endorsement**

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

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

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury or property damage**; or
2. The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury offense**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020003170346376317161





CNA PARAMOUNT

Policy Holder Notice - Countrywide

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020003170346376317078



CNA75014XX (1-15)

Page 1 of 1

Valley Forge Insurance Co.

Insured Name: Weisinger Inc.

Policy No: 7092228275

Effective Date: 6/30/2024 - 6/30/2025

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT – BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and

Form No: CNA63359XX (04-2012)
The Continental Insurance Co.
Insured Name: Weisinger Inc.

Policy No: 7092228289
Date: 6/30/2024 – 6/30/2025
Policy Page: 1 of 4



2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered **auto**. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

Form No: CNA63359XX (04-2012)
The Continental Insurance Co.
Insured Name: Weisinger Inc.

Policy No: 7092228289
Date: 6/30/2024 – 6/30/2025
Policy Page: 2 of 4



The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

Form No: CNA63359XX (04-2012)
The Continental Insurance Co.
Insured Name: Weisinger Inc.

Policy No: 7092228289
Date: 6/30/2024 – 6/30/2025
Policy Page: 3 of 4



The following is added to **Section IV, Paragraph A.2.a.:**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

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

Form No: CNA63359XX (04-2012)
The Continental Insurance Co.
Insured Name: Weisinger Inc.

Policy No: 7092228289
Date: 6/30/2024 – 6/30/2025
Policy Page: 4 of 4



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)
The Continental Insurance Co.
Insured Name: Weisinger Inc.

Policy No: 7092228289
Date: 6/30/2024 – 6/30/2025
Policy Page: 1 of 1



Weisinger Inc.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

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

2. Operations: Waiver of Subrogation Operations

3. Premium:

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

4. Advance Premium: Waiver of Subrogation Advance Premium

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

XVII. MERGERS AND ACQUISITIONS

- A. If during the Certificate Period, the Named Assured acquires another entity for whom more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of such entity's directors are owned by the Named Assured, there shall be no cover under this Certificate for any loss related to the acquired entity unless the Named Assured gives the Underwriters written notice within sixty (60) days after the effective date of the acquisition, obtains the written consent of the Underwriters to extend coverage to such additional entities and agrees to pay any additional premium required by the Underwriters.
- B. If during the Certificate Period the Named Assured consolidates or merges with another entity such that the Named Assured is not the surviving entity, is acquired by another entity, or sells substantially all of its assets to any other entity, then coverage under this Certificate shall not apply to acts, errors, omissions or other breach, Pollution Conditions or Microbial Conditions committed or arising subsequent to such consolidation, merger or acquisition. The Named Assured shall provide written notice of such consolidation, merger or acquisition to the Underwriters as soon as practicable, together with such information as the Underwriters may require.
- C. All notices and premium payments made under this section shall be directed to the Underwriters through the entity named in Item 9.(c) of the Declarations.

XVIII. ASSISTANCE AND COOPERATION OF THE ASSURED

The Assured shall cooperate with the Underwriters in all investigations, including investigations regarding the Application for and coverage under this Certificate. The Assured shall execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The Assured agrees not to take any action which in any way increases the Underwriters exposure under the Certificate.

Upon the Underwriters request, the Assured shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Assured because of acts, errors or omissions, Pollution Conditions or Microbial Conditions with respect to which insurance is afforded under this Certificate; and the Assured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The Assured shall not admit liability, make any payment, assume any obligations, incur any expense (including, but not limited to, any Claims Expenses or Cleanup Costs), enter into any settlement, stipulate to any judgment or award or dispose of any Claim without the written consent of the Underwriters.

Except as provided for in Clause II.1., expenses incurred by the Assured in assisting and cooperating with the Underwriters, as described above, do not constitute Claims Expenses and are not reimbursable under the Certificate.

XIX. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, the Assured shall have fully complied with all of the terms of this Certificate, nor until the amount of the Assured's obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and the Underwriters. Nothing contained herein shall give any person or organization any right to join the Underwriters as a party to any Claim against the Assured to determine their liability, nor shall the Underwriters be impleaded by the Assureds or their legal representative in any Claim.

XX. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the Assureds' rights of recovery therefore against any person or organization, and the Assured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Any recoveries shall be applied first to subrogation expenses, second to Damages, Claims Expenses and Privacy Breach Response

Services paid by the Underwriters, and third to the Each Claim Deductible or Each Incident Deductible (as applicable). Any additional amounts recovered shall be paid to the Named Assured.

Notwithstanding the foregoing, the Assured shall do nothing to prejudice such rights. The Underwriters agree to waive its rights of recovery against any party for a Claim which is covered pursuant to Insuring Clause I.A.1., I.A.2. or I.A.4. of this Certificate to the extent the Named Assured had, prior to such Claim, a written agreement to waive such rights against that party.

XXI. ENTIRE AGREEMENT

By acceptance of this Certificate, all Assureds agree that this Certificate embodies all agreements existing between them and the Underwriters relating to this Insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Certificate or estop the Underwriters from asserting any right under the terms of this Certificate; nor shall the terms of this Certificate be waived or changed, except by written endorsement issued to form a part of this Certificate, signed by the Underwriters.

XXII. VALUATION AND CURRENCY

All premiums, limits, deductibles, Damages and other amounts under this Certificate are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of Damages under this Certificate is stated in a currency other than United States dollars or if Claims Expenses are paid in a currency other than United States dollars, payment under this Certificate shall be made in United States dollars at the rate of exchange published in the Wall Street Journal on the date the judgment becomes final or payment of the settlement or other element of Damages is due or the date such Claims Expenses are paid.

XXIII. BANKRUPTCY

Bankruptcy or insolvency of the Assured shall not relieve the Underwriters of their obligations nor deprive the Underwriters of its rights or defenses under this Certificate.

XXIV. AUTHORIZATION

By acceptance of this Certificate, the Assureds agree that the first Named Assured will act on their behalf with respect to the giving and receiving of any notice provided for in this Certificate, the payment of premiums and the receipt of any return premiums that may become due under this Certificate, and the agreement to and acceptance of endorsements.

XXV. HEADINGS

The descriptions in the headings and subheadings of this Certificate are solely for convenience, and form no part of the terms and conditions of coverage.

XXVI. SANCTION LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

Underwriters shall not be deemed to provide cover and Underwriters shall not be liable to pay any Damages or Claims Expenses or provide any other benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

XXVII. SERVICE OF SUIT

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due under this Insurance, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to

EXHIBIT D
PLANS AND SPECIFICATIONS

If the plans and specifications from the RFP/CSP are not physically inserted here, then they are fully incorporated into this contract by reference.

ITB 25-003 ARE INCORPORATED BY REFERENCE INTO THIS CONTRACT.

TECHINCAL SPECIFICATIONS AND DRAWINGS ARE LOADED AS SEPERATE DOCUMENTS.



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

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

ADDENDUM # 1
ITB-# 25-003

Date: October 4, 2024
To: All Interested Parties
From: Alan Degelman, Buyer II
Re: **Bid # 25-003 Well 3 Rehabilitation**

The following additions, deletions or clarifications to Bid # 25-003 are hereby made a part of the Bid Documents for the above referenced project as fully and as completely as though the same were included therein.

Questions and Answers

See Attached Q and A.

A new updated bid form has also replaced the old.

Please acknowledge receipt of this addendum with signature and date and return with completed bid. Failure to do so may cause your Bid to be considered non-responsive.

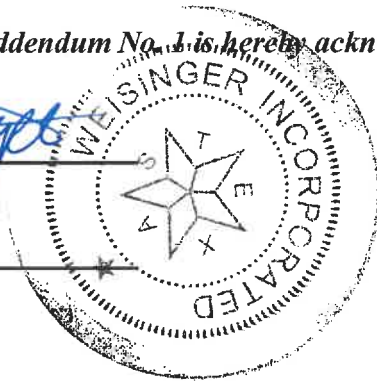
Receipt of this Addendum No. 1 is hereby acknowledged



Authorized Signature

Weisinger Incorporated

Company Name



10/02/2024

Date

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

Name of Company: Weisinger Incorporated

Company Years in Business: 49 years

List Municipal Projects
(Similar Projects in Size and Scope Completed in Last 10 Years)

Project	Municipality	\$ Amount	Type	Date
See attached qualifications sheet				

Superintendent & Project Manager Information

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

Superintendent	Years Experience	Projects
See attached qualifications sheet		

Project Manager	Years Experience	Projects
See attached qualifications sheet		

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

1. See attached qualifications sheet

2.

3.

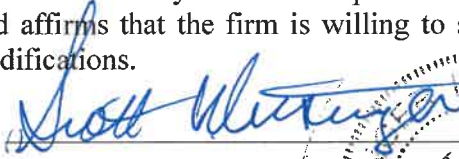
4.

5.

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement without modifications.

Signed By: _____



President

Title

Typed Name: Scott Weisinger

Company Name

Weisinger Incorporated

Phone No.: 936-756-7721

Fax No.

936-756-7723

Email: sweisinger@weisingerinc.com

Bid Address:	<u>PO Box 909</u>	<u>Willis</u>	<u>Texas</u>	<u>77378</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Order Address:	<u>PO Box 909</u>	<u>Willis</u>	<u>Texas</u>	<u>77378</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Remit Address:	<u>PO Box 909</u>	<u>Willis</u>	<u>Texas</u>	<u>77378</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Federal Tax ID No.: 74-1873938

DUNS No.: 02-082-1864

Date: 10/02/2024

END OF BID #25-003



Franchise Tax Account Status

As of : 10/08/2024 12:13:07

This summary page is designed to satisfy standard business needs. If you need to reinstate or terminate a business with the Texas Secretary of State, you must obtain a certificate specific to that purpose.

WEISINGER INCORPORATED

Texas Taxpayer Number	17418739383
Mailing Address	PO BOX 909 WILLIS, TX 77378-0909
 Right to Transact Business in Texas	ACTIVE
State of Formation	TX
SOS Registration Status (SOS status updated each business day)	ACTIVE
Effective SOS Registration Date	06/28/1976
Texas SOS File Number	0038399100
Registered Agent Name	MICHAEL S WEISINGER
Registered Office Street Address	18150 INTERSTATE 45 N WILLIS, TX 77318



PO Box 909 • Willis, TX 77378
936-756-7721 • 936-756-7723 fax
www.weisingerinc.com

Serving Texas and beyond since 1975, Weisinger Incorporated operates from our corporate headquarters in Conroe and a branch office in Tyler and San Antonio area. In addition to our ability to dispatch from these locations, we have a large, dependable fleet of drilling rigs and technician trucks staged across the state. We can respond quickly to any need in the water industry.

Weisinger Incorporated uses multiple well drilling techniques and advanced geophysical analysis to produce wells of excellent quality and volume. We construct large- and small-diameter water wells and we operate in the following sectors:

WELL CONSTRUCTION

- ✓ Industrial
- ✓ Commercial
- ✓ Municipal
- ✓ Agricultural

Our fleet of heavy-duty service rigs and large staff of licensed pump installers, pump technicians and supervisors are ready to quickly and accurately complete your next well or pump rehabilitation project. Services include:

WELL SERVICING

- ✓ Well and pump performance testing
- ✓ Full service machine shop
- ✓ Full service pump shop
- ✓ Full line of electrical monitoring and diagnostics equipment
- ✓ Water level testing and indicators
- ✓ Vibration and thermal analysis
- ✓ Down-hole Television Analysis
- ✓ Geophysical logging
- ✓ Trouble shooting of Motors and Pumps
- ✓ Repairs and replacement of motors
- ✓ Repairs and replacement of submersible and line shaft turbine pumps
- ✓ Repair and replacement of right angle gear drives
- ✓ Cleaning of screen and casing, including:
 - Chemical and physical methods
 - SONAR-JET ® techniques
- ✓ Well redevelopment
- ✓ Casing repair, including patching and swaging operations
- ✓ Reline or replace screens
- ✓ Cathodic well protection
- ✓ Test pumping to all capacities
- ✓ Plugging and abandonment of wells to TCEQ specifications
- ✓ Professional engineers on staff



PO Box 909 • Willis, TX 77378
936-756-7721 • 936-756-7723 fax
www.weisingerinc.com

Weisinger Incorporated's experienced technicians provide in-depth analysis of well and pump problems. A solution will be presented in a timely and efficient manner. Our large staff of mechanics, field technicians and supervisors coupled with our fleet of heavy duty pump service rigs can provide the following services.

PUMP AND MOTOR REPAIR/INSTALLATION

- ✓ Provide turn-key service
- ✓ Pull and service pumps and motors
- ✓ Receive and service pump and motor components
- ✓ Sell and install (if needed) new pumps and motors
- ✓ Rent complete line of pumps and motors (primarily for vertical pumps and water wells)
- ✓ Analyze Electrical monitoring and diagnostics equipment:
 - Vibration and thermal analysis
 - Troubleshooting motors and pumps
 - Professional engineers on staff
- ✓ Operate a full-service machine shop to repair the following pump and motor types for all water applications:
 - Deep well line shaft and submersible turbine pumps
 - Vertical booster pumps
 - High service mixed flow pumps
 - Split case pumps
 - Horizontal and end suction pumps
 - Motors (1,200, 1,800 and 3,600 RPM)
 - Vertical hollow shaft
 - Vertical solid shaft
 - Submersible
 - Right angle gear drives

METHODS AND TECHNOLOGIES

- ✓ Field service and machining
- ✓ Custom machining and balancing
- ✓ Seal and bearing services
- ✓ Base plate fabrication
- ✓ Grout removal and replacement



PO Box 909 • Willis, TX 77378
936-756-7721 • 281-353-8484 • 936-756-7723 fax
www.weisingerinc.com

Well Workover & Rehabilitation Equipment Inventory

The Weisinger team's sense of urgency to solve customer needs safely and sustainably is a major tenet of our customer service approach. One of many avenues that the Weisinger team utilizes is providing only the safest, updated, and professionally maintained equipment the industry has to offer.

- **Work-Over Rigs**

Weisinger Incorporated offers (27) workover rigs with capacities in excess of 200,000lbs. Each rig has access to over 60,000 feet of workover and drill pipe at a moment's notice.

- **Boom Crane Straight Trucks**

Weisinger Incorporated offers (5) straight truck tractors with 52,000lbs of carrying capacity along with 40,000lbs of lifting capacities.

- **Boom Crane 5th Wheel Trucks**

Weisinger Incorporated offers (4) 5th wheel truck tractors with 100,000lbs of carrying capacity along with 40,000lbs of lifting capacities.

- **Winch Trucks**

Weisinger Incorporated offers (5) Heavy Duty Tri-Axle/Four-Axle trucks with hauling capacities in excess of 200,000lbs. These are trucks are equipped with winch's that can pull up to 250,000lbs when double lined.

- **Support Equipment & Tools**

Weisinger Incorporated offers an extensive inventory of support tools which includes air compressors with capabilities up to 350PSI/1200CFM, Test pumping equipment with capabilities in excess of 5000GPM, as well as a multitude of handling tools, drilling tools, and other well servicing equipment.



Key Personnel

Board of Directors

M. Scott Weisinger, P.G. - Driller/Pump Installer License #1992 CKLMPTW

Licensed Professional Geoscientist
42 years' experience
President & CEO

Michael S. Weisinger Jr. - Driller License #58019 W

Bachelors' in Agr., Texas A&M University
14 years' experience
Vice President

Camille S. Weisinger

Bachelors' of Arts, Texas A&M University
28 years' experience
Treasurer & CFO

Beth W. Taylor

Masters' of Public Service Administration, Texas A&M University
Bachelors' in Business Administration in Management, Texas A&M University
10 years' experience
Corporate Secretary

Staff

Charlie Liesberger

15 years experience in water well and pumps

Rik Allbritton-Driller/Pump Installer License #4633

40+ years experience
Operations Manager

BJ Alldredge – Pump Installer License #54930 KPT

35 years experience
Field Superintendent

Larry Thrasher – Pump Installer License #54932 KPT

26 years experience
Shop Foreman

Eric McAlpine – Engineer License #98265

25+ years experience in hydrology and pump applications
Executive Account Manager & Special Projects

Steve Woolley, P.E. – Engineer License #110841

40+ years' experience
Project Engineer

John Taylor, PhD – Water Treatment License #WT0004514

15+ years' experience
Water Treatment Specialist

James Forder – Pump Installer License #4439KPT

35+ years experience
Sales and Field Superintendent



Ronnie Castaneda – Pump Installer License # 59330

10+ years experience
Field Superintendent

Jeff Boon – Tyler Office Branch Manager

20+ years pump experience
Project Manager

Steve Bell – San Antonio Office Branch Manager

39+ years experience in water well and pumps

Steve Martin – Account Manager; Driller/Pump Installer License #54201 AKPT

25+ years experience

John Mingle – Account Manager

40+ years experience

Francisco Ochoa – Project Manager

Bachelors of Science in Geophysics, Texas A&M University
6 Years Experience

Cameron Weisinger

13 years experience
Field Superintendent

Cristian Rivera

15 years experience in water well and pumps

Garrett Hester – Pump Installers License #60456, KPT

9 years experience in water Well and pumps

Rylan Allbritton – Driller License #59846 W

14 years experience
Drilling supervisor

Neil Rollie – Driller License #2048 AKPT

45+ years experience
Drilling supervisor / Consultant

Seth Flynt – Drillers License # 61116 W

8 years experience
Project manager

Jackie Blood

30+ years experience
Safety manager



Job Experience

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
City of Sherman Shepherd 1T	Name: Address: Phone:	City of Sherman PO Box 1106 Sherman, TX 75091 903-892-7237	Name: Company: Phone:	Oscar Canales City of Sherman 903-892-7321	09/23	Pumping Equipment and Well Rehab+ Repair Liner	\$ 757,073.00	Randy Hagen	Ronnie Castaneda
City of Groveton Well 2	Name: Address: Phone:	Inframark P.O. Box 14307 Humble, Texas 77346	Name: Company: Phone:	Herbert Lyons Inframark herbert.lyons@inframark.com	09/23	Pumping Equipment and Well Rehab	\$ 160,492.00	francisco Ochoa	Cameron Weisinger
Harris County WCID 89 Water Well 2	Name: Address: Phone:	In care of engineer	Name: Company: Phone:	Matt Kelley MK Engineering & Consulting	09/23	Pumping Equipment and Well Rehab	\$ 105,140.00	Charlie Liesberger	Cameron Weisinger
Ft Bend Co MUD 182 Well 1	Name: Address: Phone:	In care of operating company	Name: Company: Phone:	Nathan Stanfield SI Environmental 832-490-1600	09/23	Pumping Equipment and Well Rehab	\$ 199,712.00	randy hagen	Cameron Weisinger
Memorial MUD Well 2	Name: Address: Phone:	In care of operating company	Name: Company: Phone:	Whitney Aelmore SI Environmental 832-490-1600	09/23	Pumping Equipment and Well Rehab	\$ 346,601.00	Charlie Liesberger	Cameron Weisinger
City of Waller Well 3	Name: Address: Phone:	City of Waller 1118 Farr St. Waller, TX 77484 Markus Benoit / mbenoit@wallertexas.com	Name: Company: Phone:	N/A N/A N/A	09/23	Pumping Equipment and Well Rehab	\$ 118,173.00	Francisco Ochoa	Cameron Weisinger
West Hardin WSC Well 4	Name: Address: Phone:	West Hardin Water Supply Corporation 16707 FM 770 Saratoga, Texas 77585 armorbearer50@gmail.com	Name: Company: Phone:	N/A N/A N/A	09/23	Equipment repairs	\$ 57,158.00	Francisco Ochoa	Cameron Weisinger
City of Crockett Well 1	Name: Address: Phone:	Steven Caudles 200 N Fifth St Crockett, TX 75835 caudles@crocketttxas.org	Name: Company: Phone:	N/A N/A N/A	08/23	Pumping Equipment and Well Rehab	\$ 174,542.00	Francisco Ochoa	Cameron Weisinger
Harris Co MUD 412 Well 2	Name: Address: Phone:	In care of operating company	Name: Company: Phone:	Tyson Vyvial SI Environmental 832-471-9479	08/23	Equipment repairs	\$ 98,904.00	Charlie Liesberger	Cameron Weisinger

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
Regional Water Corp Water well 2	Name: Address: Phone:	Regional Water Corporation PO Box 690406 Houston, TX 77269 sstevens@stoeckercorp.com	Name: Company: Phone:	N/A N/A N/A	08/23	Pumping Equipment and Well Rehab	\$ 183,134.00	francisco Ochoa	Cameron Weisinger
City of Navasota Well 4	Name: Address: Phone:	Brian Colbert PO Box 910 Navasota, TX 77868 bcolbert@navasotatx.gov	Name: Company: Phone:	N/A N/A N/A	08/23	Pumping Equipment and Well Rehab	\$ 159,528.00	Francisco Ochoa	Cameron Weisinger
Harris Co MUD 391 Well 1	Name: Address: Phone:	In care of Engineer	Name: Company: Phone:	Justin Wagner, PE RG Miller Engineering, Inc 281-921-8750	08/23	Pumping Equipment and Well Rehab	\$ 424,466.00	Charlie Liesberger	Cameron Weisinger
Harris Co MUD 368 Well 5	Name: Address: Phone:	In care of engineer	Name: Company: Phone:	Kameron Pugh, PE IDS Engineering Group 713-462-3178	07/23	Water Well & Pump Rehabilitation	\$ 371,935.00	Randy hagen	Cameron Weisinger
City of Bridge City Well 4	Name: Address: Phone:	City of Bridge City PO BOX 846 Bridge City, Texas 77611 409-853-2230	Name: Company: Phone:	N/A N/A N/A	07/23	Motor repairs	\$ 24,426.00	Francisco Ochoa	Cameron Weisinger
City of Meadows Place Well 1	Name: Address: Phone:	US Water Service Corporation One Troyan Drive Meadows Place, Texas 77477	Name: Company: Phone:	Rod Hainey US Water Service Corp publicworks@cityofmeadowspl ace.org	07/23	Pumping Equipment and Well Rehab	\$ 317,183.00	Charlie Liesberger	Cameron Weisinger
East Montgomery Co MUD 3 Well 3	Name: Address: Phone:	In care of Engineer	Name: Company: Phone:	Greg Phipps J.A. Constanza & Associates Engineering gephipp@jac-ce.com	06/23	Pumping Equipment and Well Rehab	\$ 187,739.00	Randy Hagen	Cameron Weisinger
Angelina WSC Well 4	Name: Address: Phone:	Angelina WSC 5978 Farm-To-Market 841, Lufkin, TX 75901 andysexton@angelinawater.com	Name: Company: Phone:	N/A N/A N/A	06/23	Pumping equipment	\$ 47,126.00	Francisco Ochoa	Cameron Weisinger
West Hardin WSC Well 3	Name: Address: Phone:	West Hardin Water Supply Corporation 16707 FM 770 Saratoga, Texas 77585 armorbearer50@gmail.com	Name: Company: Phone:	N/A N/A N/A	06/23	Pumping Equipment and Well Rehab	\$ 66,485.00	Francisco Ochoa	Cameron Weisinger
City of Sherman Tuck 1 Trinity	Name: Address: Phone:	City of Sherman PO Box 1106 Sherman, TX 75091 903-892-7237	Name: Company: Phone:	Oscar Canales City of Sherman 903-892-7321	06/23	Pumping Equipumnt	\$ 424,320.00	Randy Hagen	Ronnie Castaneda
Harris County MUD 132 Well 2	Name: Address: Phone:	Inframark PO Box 14307 Humble, TX 77346 Allen Jenkins	Name: Company: Phone:	N/A N/A N/A	06/23	Pumping Equipment and Well Rehab	\$ 297,224.00	Charlie Liesberger	Cameron Weisinger
City of Nacogdoches Well 7 Motor	Name: Address: Phone:	City of Nacogdoches 202 East Pilar Street Nacogdoches, TX 75961 936-559-2501	Name: Company: Phone:	Ronnie Lyles City of Nacogdoches lylesrw@nctx.us	06/23	Motor repairs	\$ 13,644.00	Francisco Ochoa	Cameron Weisinger

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
City of Navasota Well 7	Name: Address: Phone:	Brian Colbert PO Box 910 Navasota, TX 77868 bcolbert@navasotatx.gov	Name: Company: Phone:	N/A N/A N/A	05/23	Pumping Equipment and Well Rehab	\$ 107,603.00	Francisco Ochoa	Cameron Weisinger
City of Tomball Well 6	Name: Address: Phone:	City of Tomball 501 James Street Tomball, TX 77375 281-290-1424	Name: Company: Phone:	John Escamilla City of Tomball 281-290-1427	05/23	Pumping Equipment and Well Rehab	\$ 169,255.00	Charlie Liesberger	Cameron Weisinger
Fort Bend County W.C.I.D. No. 2 Brand Lane Well 1	Name: Address: Phone:	David Matherne 2331 S. Main Stafford, TX 77477 dmatherne@fbcwcid2.com	Name: Company: Phone:	N/A N/A N/A	04/23	Motor repairs	\$ 22,334.00	Charlie Liesberger	Cameron Weisinger
Armstrong WSC Well 2	Name: Address: Phone:	Billy Smith 100 East Travis Street Holland, Texas 76534 billysmithawsc@yahoo.com	Name: Company: Phone:	N/A N/A N/A	04/23	Pumping Equipment and Well Rehab	\$ 109,674.00	Francisco Ochoa	Cameron Weisinger
City of Huntsville Well 17	Name: Address: Phone:	City of Huntsville 1212 Avenue M Huntsville, Texas 77340 936-291-5970	Name: Company: Phone:	Joe Massey City of Huntsville 936-291-5970	04/23	Pumping Equipment and Well Rehab	\$ 315,159.00	Charlie Liesberger	Cameron Weisinger
Harris County WCID 89 Water Well 1	Name: Address: Phone:	In care of engineer	Name: Company: Phone:	Matt Kelley MK Engineering & Consulting	03/23	Pumping Equipment	\$ 71,383.00	Charlie Liesberger	Cameron Weisinger
Brookshire MUD Well 3	Name: Address: Phone:	In care of operating company	Name: Company: Phone:	John Taylor MOC jtaylor@municipalops.com	04/23	Pumping Equipment and Well Rehab	\$ 200,738.00	Charlie Liesberger	Cameron Weisinger
City of Willis Water Well 4	Name: Address: Phone:	City of Willis 200 N Bell Willis, Texas 77378 In care of Engineer	Name: Company: Phone:	LightPoint Engineering Mike Mathena 936-207-9984	02/23	Water Well & Pump Rehabilitation	\$ 66,060.00	Randy Hagen	Cameron Weisinger
City of Willis Water Well 5	Name: Address: Phone:	City of Willis 200 N Bell Willis, Texas 77378 In care of Engineer	Name: Company: Phone:	LightPoint Engineering Mike Mathena 936-207-9984	02/23	Water Well & Pump Rehabilitation	\$ 227,895.00	Randy Hagen	Cameron Weisinger
City of Conroe Water Well Nos. 7 & 14	Name: Address: Phone:	City of Conroe P.O. Box 3066 Conroe, Texas 77305 936-522-3000	Name: Company: Phone:	N/A N/A N/A	02/23	Water Well & Pump Rehabilitation	\$ 346,287.00	Randy Hagen	Cameron Weisinger
City of Huntsville Water Well No. 17	Name: Address: Phone:	City of Huntsville 1212 Avenue M Huntsville, Texas 77340 936-291-5970	Name: Company: Phone:	N/A N/A N/A	02/23	Water Well & Pump Rehabilitation	\$ 302,114.00	Charlie Liesberger	Cameron Weisinger
Hudson WSC WP4 Well 5	Name: Address: Phone:	Hudson Water Supply Corporation 3032 Ted Trout Drive Lufkin, Texas 75904 936-875-2146	Name: Company: Phone:	N/A N/A N/A	12/22	Water Well & Pump Rehabilitation	\$ 208,114.00	Francisco Ochoa	Cameron Weisinger

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
Ethos Energy Water Well No. 02	Name: Address: Phone:	ETHOS ENERGY c/o Colorado Bend I Power, LLC 3863 South State Hwy 60 WHARTON, TX 77488	Name: Company: Phone:	N/A N/A N/A	12/22	Water Well & Pump Rehabilitation	\$ 323,040.00	Charlie Liesberger	Cameron Weisinger
City of Katy Water Well No. 09	Name: Address: Phone:	City of Katy 5454 Franz Rd Katy, Texas 77493 In care of Engineer	Name: Company: Phone:	David Kasper Arkk Engineers david.kasper@arkkengineers.com	12/22	Water Well & Pump Rehabilitation	\$ 213,691.00	Charlie Liesberger	Cameron Weisinger
Harris Co WCID 89 Water Well No. 01	Name: Address: Phone:	HC WCID NO. 89 Well No. 1 14503 East Braden Dr Houston, TX 77047 In Care of Engineer	Name: Company: Phone:	MK Engineering Matt Kelley 214-501-3354	12/22	Water Well & Pump Rehabilitation	\$ 71,838.00	Charlie Liesberger	Cameron Weisinger
City of Euless Far North and Fuller Disinfection	Name: Address: Phone:	City of Euless 201 N. Ector Drive Euless, TX 76039 817-685-1694	Name: Company: Phone:	N/A N/A N/A	12/22	Well Disinfection	\$ 225,109.00	Randy Hagen	Cameron Weisinger
City of Jersey Village Seattle Well 1	Name: Address: Phone:	City of Jersey Village 16327 Lakeview Dr., Jersey Village, Texas 77040 In Care of Engineer	Name: Company: Phone:	Brooks & Sparks, Inc Jim Cartwright 281-578-9595	12/22	Well Plugging	\$ 40,000.00	Francisco Ochoa	Cameron Weisinger
NRG Parish Water Well No. 06	Name: Address: Phone:	NRG W.A. Parish Plant 2500 Y.U. Jones Rd. Thompsons, TX 77481 713-299-2879	Name: Company: Phone:	N/A N/A N/A	12/22	Water Well & Pump Rehabilitation	\$ 324,639.00	Charlie Liesberger	Cameron Weisinger
April Sound Well 2	Name: Address: Phone:	April Sound Country Club 1000 April Sound Blvd Montgomery, TX 77356 936-588-1101	Name: Company: Phone:	N/A N/A N/A	12/22	Water Well & Pump Rehabilitation	\$ 67,041.00	Francisco Ochoa	Cameron Weisinger
Fort Bend Co MUD 131	Name: Address: Phone:	FORT BEND COUNTY MUD #131 c/o SI ENVIRONMENTAL, LLC 6420 READING ROAD ROSENBERG, TX 77471 832-490-1600	Name: Company: Phone:	N/A N/A N/A	11/22	Water Well & Pump Rehabilitation	\$ 63,090.00	Charlie Liesberger	Cameron Weisinger
Corix Utilities Gun and Rod Estates Well	Name: Address: Phone:	Corix Utilities Texas, Inc 9100 Mound Hill Rd Brenham, Texas 77833 877-718-4396	Name: Company: Phone:	N/A N/A N/A	09/22	Water Well & Pump Rehabilitation	\$ 39,800.00	Randy Hagen	Cameron Weisinger
City of Georgetown Water Well No. 07	Name: Address: Phone:	Georgetown Utility Systems 300-1 Industrial Ave. Georgetown, TX 78626 512-869-3555	Name: Company: Phone:	N/A N/A N/A	11/22	Water Well & Pump Rehabilitation	\$ 72,881.00	Randy Hagen	Cameron Weisinger
Orange Co WCID 1 Water Well No. 5	Name: Address: Phone:	Orange County WCID No.1 460 E. Bolivar Vidor, TX 77662 409-469-2669	Name: Company: Phone:	N/A N/A N/A	11/22	Water Well & Pump Rehabilitation	\$ 105,298.00	Randy Hagen	Cameron Weisinger
Harris County MUD 46 Water Well No. 01	Name: Address: Phone:	Harris County MUD 46 c/o JEPA Services, Inc. P.O. Box 683129 Houston, Texas 77268 281-377-9100	Name: Company: Phone:	N/A N/A N/A	11/22	Water Well & Pump Rehabilitation	\$ 229,333.00	Francisco Ochoa	Cameron Weisinger

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
NRG Parish Water Well No. 04	Name: Address: Phone:	NRG W.A. Parish Plant 2500 Y.U. Jones Rd. Thompsons, TX 77481 713-299-2879	Name: Company: Phone:	N/A N/A N/A	11/22	Water Well & Pump Rehabilitation	\$ 242,521.00	Charlie Liesberger	Cameron Weisinger
Orange County WCID 1 Well 5	Name: Address: Phone:	David Lejune 460 E. Bolivar Vidor, TX 77662 dlejune@ocwc1.com	Name: Company: Phone:	N/A N/A N/A	11/22	Pumping Equipment and Well Rehab	\$ 105,258.00	Francisco Ochoa	Cameron Weisinger
East Plantation UD Well 2	Name: Address: Phone:	Franklin Gallegos 447 Cumberland Trail Conroe, TX 77302	Name: Company: Phone:	N/A N/A N/A	11/22	Motor repairs	\$ 19,719.00	Francisco Ochoa	Cameron Weisinger
Harris Co MUD 477 Well 1	Name: Address: Phone:	In care of engineer	Name: Company: Phone:	Mark Swanson, PE LJA Engineering, Inc 713-953-5026	11/22	Well Rehab	\$ 103,138.00	Seth Flynt	Cameron Weisinger
Texas A&M Golf Course Irrigation Well	Name: Address: Phone:	Texas A&M University 750 Agronomy Rd, Suite 3101 6000 TAMU College Station, TX 77843-6000 806-474-7848	Name: Company: Phone:	N/A N/A N/A	10/22	Water Well & Pump Rehabilitation	\$ 67,697.00	Francisco Ochoa	Cameron Weisinger
City of Georgetown Water Well No. 10	Name: Address: Phone:	City of Georgetown 300-1 Industrial Ave. Georgetown, TX 78626 512-930-3640	Name: Company: Phone:	N/A N/A N/A	10/22	Water Well & Pump Rehabilitation	\$ 119,827.00	Francisco Ochoa	Cameron Weisinger
Harris County MUD 368 Water Well No. 05	Name: Address: Phone:	Harris Co MUD 368 24922 Tomball Parkway, Suite 109, Tomball, Texas 77375 Care of Engineer	Name: Company: Phone:	IDS Engineering Group Kameron Pugh 713-462-3178	09/22	Water Well & Pump Rehabilitation	\$ 191,012.00	Randy Hagen	Cameron Weisinger
City of Huntsville Well 21	Name: Address: Phone:	City of Huntsville 1212 Avenue M Huntsville, Texas 77340 936-291-5970	Name: Company: Phone:	N/A N/A N/A	09/22	Water Well & Pump Rehabilitation	\$ 229,196.00	Francisco Ochoa	Cameron Weisinger
City of College Station Well 1 & 2 Rehabilitation	Name: Address: Phone:	City of College Station 1101 Texas Ave. College Station, TX 77840 979-764-3500	Name: Company: Phone:	David Hunn, P.E. Freese and Nichols 346-320-1582	07/22	Water Well & Pump Rehabilitation	\$ 461,928.00	Randy Hagen	Cameron Weisinger
City of Conroe Well 13	Name: Address: Phone:	City of Conroe P.O. Box 3066 Conroe, Texas 77305 936-522-3000	Name: Company: Phone:	Daniel Roberts City of Conroe 936-522-3000	07/22	Water Well & Pump Rehabilitation	\$ 205,100.00	Randy Hagen	Cameron Weisinger
April Sound Well 1	Name: Address: Phone:	April Sound Country Club 1000 April Sound Blvd Montgomery, TX 77356 936-588-1101	Name: Company: Phone:	N/A N/A N/A	07/22	Water Well & Pump Rehabilitation	\$ 65,984.00	Francisco Ochoa	Cameron Weisinger

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
City of Katy Water Well No. 06	Name: Address: Phone:	City of Katy 5454 Franz Rd Katy, Texas 77493 In care of Engineer	Name: Company: Phone:	David Kasper Arkk Engineers david.kasper@arkkengineers.com	06/22	Water Well & Pump Rehabilitation	\$ 240,399.00	Randy Hagen	Cameron Weisinger
City of Splendora Water Well No. 04	Name: Address: Phone:	City of Splendora 26090 FM 2090 East Splendora, Texas 77372 dannawelter@gmail.com	Name: Company: Phone:	N/A N/A N/A	05/22	Water Well & Pump Rehabilitation	\$ 85,485.00	Randy Hagen	Cameron Weisinger
City of Rockdale New Texas Well 10	Name: Address: Phone:	City of Rockdale PO Box 586 Rockdale, Texas 76567 512-446-5620	Name: Company: Phone:	N/A N/A N/A	05/22	Water Well & Pump Rehabilitation	\$ 54,196.00	Francisco Ochoa	Cameron Weisinger
City of Bridge City Water Well No. 4	Name: Address: Phone:	City of Bridge City PO BOX 846 Bridge City, Texas 77611 409-853-2230	Name: Company: Phone:	N/A N/A N/A	04/22	Water Well & Pump Rehabilitation	\$ 95,172.00	Randy Hagen	Cameron Weisinger
Lake Bonanza WSC Well 01	Name: Address: Phone:	Lake Bonanza WSC 114 Danville St Willis, Texas 77378 936-856-4199	Name: Company: Phone:	N/A N/A N/A	04/22	Water Well & Pump Rehabilitation	\$ 33,379.00	Francisco Ochoa	Cameron Weisinger
Green Trails MUD Remote Well Rehabilitation	Name: Address: Phone:	Green Trails MUD 1300 Post Oak Boulevard, Suite 1400 Houston, Texas 77056 In care of Eng	Name: Company: Phone:	Drew Alford Jones Carter, Inc 713-777-5337	04/22	Water Well & Pump Rehabilitation	\$ 219,764.00	Randy Hagen	Cameron Weisinger
City of Victoria Well 14	Name: Address: Phone:	City of Victoria 702 N. Main Street Victoria, Texas 77901 361-485-3340	Name: Company: Phone:	Darrell W. Seibert, P.E. City of Victoria 361-485-3340	03/22	Water Well and Pump Rehabilitation	\$ 147,022.00	Francisco Ochoa & Randy Hagen	BJ Alldredge
MSEC Enterprises WP No. 3 Well 2	Name: Address: Phone:	Johnathan Blakeley PO Box 970 Navasota, TX 77868 jblakley@midsouthsynergy.com	Name: Company: Phone:	N/A N/A N/A	02/22	Motor repairs	\$ 59,081.00	Randy Hagen	Cameron Weisinger
EPCOR Water Well No. 02	Name: Address: Phone:	Stefan Schuster 2599 FM 696 Caldwell, TX 77836 jlulewicz@epcor.com	Name: Company: Phone:	N/A N/A N/A	02/22	Water well rework	\$ 51,258.00	Randy Hagen	Cameron Weisinger
Albamarle Corporation Well 1227	Name: Address: Phone:	Gerald Hadley 2500 N. South St Pasadena, TX 77503 Gerald.hadley@albamarle.com	Name: Company: Phone:	N/A N/A N/A	02/22	Well Rehabilitation and Pump Repairs	\$ 88,940.00	Randy Hagen	Cameron Weisinger

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
City of Katy Water Well No. 05	Name: Address: Phone:	Buddy Brand 5454 Franz Rd Katy, Texas 77493 mbrand@cityofkaty.com	Name: Company: Phone:	N/A N/A N/A	01/22	Motor repairs	\$ 22,535.00	Randy Hagen	Cameron Weisinger
City of Katy Water Well No. 9A	Name: Address: Phone:	Buddy Brand 5454 Franz Rd Katy, Texas 77493 mbrand@cityofkaty.com	Name: Company: Phone:	N/A N/A N/A	01/22	Motor repairs	\$ 13,032.00	Randy Hagen	Cameron Weisinger
City of Caldwell Well 5	Name: Address: Phone:	Jeffrey Zgabay 1103 Commerce St Caldwell, TX 77836 979-567-3271	Name: Company: Phone:	N/A N/A N/A	01/22	Motor repairs	\$ 22,672.00	Francisco Ochoa	Cameron Weisinger
MSEC Enterprises Woodforest Water Well	Name: Address: Phone:	Johnathan Blakeley PO Box 970 Navasota, TX 77868 jblakley@midsouthsynergy.com	Name: Company: Phone:	N/A N/A N/A	12/21	Motor repairs	\$ 27,798.00	Francisco Ochoa	Cameron Weisinger
Orange Co WCID 1 Water Well No. 7	Name: Address: Phone:	David Lejune 460 E. Bolivar Vidor, TX 77662 dlejune@ocwc1.com	Name: Company: Phone:	N/A N/A N/A	12/21	Pumping Equipment and Well Rehab	\$ 141,551.00	Randy Hagen	BJ Alldredge
City of Shepherd Water Well No. 02	Name: Address: Phone:	Jamie White 11020 TX 150 Shepherd, TX 77371 jamiewhite716@yahoo.com	Name: Company: Phone:	N/A N/A N/A	12/21	Motor repairs	\$ 12,540.00	Randy Hagen	Cameron Weisinger
Meeker MUD Water Well No. 1	Name: Address: Phone:	Josh Armfield 1443 Hwy 69 South Koutze, TX 77625 utilityinnovations@gmail.com	Name: Company: Phone:	N/A N/A N/A	12/21	Pumping Equipment and Well Rehab	\$ 99,481.00	Randy Hagen	BJ Alldredge
MSEC Enterprises Forest Lodge Well	Name: Address: Phone:	Johnathan Blakeley PO Box 970 Navasota, TX 77868 jblakley@midsouthsynergy.com	Name: Company: Phone:	N/A N/A N/A	12/21	Pumping Equipment repairs	\$ 44,603.00	Francisco Ochoa	Cameron Weisinger
City of Nacogdoches Water Well 12	Name: Address: Phone:	Bart Allen PO BOX 635030 Nacogdoches, TX 75963 allenb@ci.nacogdoches.tx.us	Name: Company: Phone:	N/A N/A N/A	12/21	Pumping Equipment Repairs	\$ 260,421.00	Francisco Ochoa	BJ Alldredge
City of Lexington Water Well No. 06	Name: Address: Phone:	Chase Neil PO Box 56 Lexington, TX 78947 chase@cityoflexingtontx.com	Name: Company: Phone:	N/A N/A N/A	12/21	Water Well Rehabilitation	\$ 59,980.00	Randy Hagen	BJ Alldredge
Mercy Water Supply Water Well 2	Name: Address: Phone:	Randy Baker 51 Perry Lane Cleveland, TX 77328 936-661-6331	Name: Company: Phone:	N/A N/A N/A	11/21	Pumping Equipment repairs	\$ 25,450.00	Francisco Ochoa	BJ Alldredge
Fort Bend County MUD 169 CCR WP 3 Well	Name: Address: Phone:	In care of engineer	Name: Company: Phone:	Michael Haralson R&B Group Inc 713-502-3998	11/21	Pumping Equipment repairs	\$ 182,259.00	Francisco Ochoa	BJ Alldredge

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
Mercy Water Supply Water Well 4	Name: Address: Phone:	Randy Baker 51 Perry Lane Cleveland, TX 77328 936-661-6332	Name: Company: Phone:	N/A N/A N/A	10/21	Pumping Equipment repairs	\$ 42,346.00	Francisco Ochoa	BJ Alldredge
City of Weimar Water Well No. 08	Name: Address: Phone:	James Hughes PO Box 67 Weimar, TX 78962 979-725-8554	Name: Company: Phone:	N/A N/A N/A	10/21	Pumping Equipment Repairs	\$ 31,508.00	Randy Hagen	BJ Alldredge
Harris County FWSD 61 Water Well No. 2	Name: Address: Phone:	Brian Breeding 13205 Cypress N. Rd, Ste 104 Cypress, TX 77429 bdbreeding@district61.org	Name: Company: Phone:	N/A N/A N/A	09/21	Motor repairs	\$ 53,520.00	Francisco Ochoa	BJ Alldredge
City of Sherman Plugging 3 Wells	Name: Address: Phone:	City of Sherman PO Box 1106 Sherman, TX 75091 903-892-7237	Name: Company: Phone:	Oscar Canales City of Sherman 903-892-7321	09/21	Well Plugging	\$ 25,277.00	Randy Hagen	BJ Alldredge
April Sound Country Club Water Well No. 03	Name: Address: Phone:	Steve Vaughn 1000 April Sound Blvd Montgomery, TX 77356 steve.vaughn@clubcorp.com	Name: Company: Phone:	N/A N/A N/A	09/21	Well Rehabilitation and Pump Repairs	\$ 64,934.00	Randy Hagen	BJ Alldredge
Harris County MUD 370 Water Well No. 1	Name: Address: Phone:	Phillip Dautrich PO Box 2749 Spring, TX 77383	Name: Company: Phone:	N/A N/A N/A	08/21	Pumping Equipment and Well Rehab	\$ 229,915.00	Randy Hagen	BJ Alldredge
City of Sherman Luella 3 Trinity Well	Name: Address: Phone:	City of Sherman PO Box 1106 Sherman, TX 75091 903-892-7237	Name: Company: Phone:	Oscar Canales City of Sherman 903-892-7321	08/21	Pumping Equipment Repairs	\$ 272,660.00	Randy Hagen	BJ Alldredge
Carrizo Groundwater Supply Project	Name: Address: Phone:	Guadalupe Blanco River Authority 933 Court Street Seguin, Texas 78155 830-560-3983	Name: Company: Phone:	Brian Perkins GBRA 830-560-3983	08/21	7 Well project consisting of site preparation, well drilling, construction and testing, and pump and motor installation and testing	\$ 7,762,100.00	Michael Weisinger	Rik Allbritton
City of Wallis Water Well No. 1	Name: Address: Phone:	Evan Kirk 6810 Guyler Bldg B Wallis, TX 77485 evankirk979@outlook.com	Name: Company: Phone:	N/A N/A N/A	07/21	Motor repairs	\$ 14,811.00	Randy Hagen	BJ Alldredge
City of Willis Water Well No. 07	Name: Address: Phone:	Bobby Jerrells 200 N. Bell St Willis, TX 77378 rjarrells@ci.willis.tx.us	Name: Company: Phone:	N/A N/A N/A	07/21	Motor repairs	\$ 43,096.00	Francisco Ochoa	BJ Alldredge
City of Nacogdoches Water Well No. 9	Name: Address: Phone:	Stacy Corley PO Box 635070 Nacogdoches, TX 75963 936-559-2528	Name: Company: Phone:	N/A N/A N/A	06/21	Motor repairs	\$ 15,492.00	Randy Hagen	BJ Alldredge
One Five O WSC Water Well 2	Name: Address: Phone:	Randy Baker 100 FM 2693 W New Waverly, TX 77358 150wsc@eastex.net	Name: Company: Phone:	N/A N/A N/A	06/21	Pumping Equipment and Well Rehab	\$ 33,287.00	Francisco Ochoa	BJ Alldredge

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
City of Sherman Cherry Park 1 Trinity	Name: Address: Phone:	City of Sherman PO Box 1106 Sherman, TX 75091 903-892-7237	Name: Company: Phone:	Oscar Canales City of Sherman 903-892-7321	06/21	Pumping Equipment Repairs	\$ 9,938.00	Randy Hagen	BJ Alldredge
City of Daisetta Well 3 & 4 Plugging	Name: Address: Phone:	John Wright 410 Main Street Daisetta, Texas 77533 cityofdaisettajw@hotmail.com	Name: Company: Phone:	N/A N/A N/A	05/21	Well Plugging	\$ 26,765.00	Francisco Ochoa	BJ Alldredge
MSEC Enterprises Montgomery Trace WP 2	Name: Address: Phone:	Johnathan Blakeley PO Box 970 Navasota, TX 77868 jblakley@midsouthsynergy.com	Name: Company: Phone:	N/A N/A N/A	05/21	Pumping Equipment repairs	\$ 55,254.00	Francisco Ochoa	Cameron Weisinger
Ft Bend Co MUD 37 Water Well No. 01	Name: Address: Phone:	In care of engineer	Name: Company: Phone:	Jon Strange JNS Engineers 713-875-2711	05/21	Pumping Equipment and Well Rehab	\$ 167,726.00	Francisco Ochoa	BJ Alldredge
City of Georgetown Water Well No. 11	Name: Address: Phone:	Jeffrey De Leon 300-1 Industrial Ave Georgetown, TX 78626 jeffrey.deleon@georgetown.org	Name: Company: Phone:	N/A N/A N/A	04/21	Pumping Equipment Repairs	\$ 86,549.00	Randy Hagen	BJ Alldredge
City of Elgin BP No. 03	Name: Address: Phone:	Tony Ledesma 207 Pump Station Rd Elgin, Texas 78621 tledesma@ci.elgin.tx.us	Name: Company: Phone:	N/A N/A N/A	03/21	Motor repairs	\$ 18,740.00	Francisco Ochoa	BJ Alldredge
MSEC Enterprises Crown Ranch Water Well 1	Name: Address: Phone:	Johnathan Blakeley PO Box 970 Navasota, TX 77868 jblakley@midsouthsynergy.com	Name: Company: Phone:	N/A N/A N/A	03/21	Pumping Equipment repairs	\$ 49,928.00	Francisco Ochoa	BJ Alldredge
City of Devers Water Well No. 1	Name: Address: Phone:	David Sutton 13406 Sand Mountain Ln Houston, TX 77044 dsutton@innovativeutilityoperation.com	Name: Company: Phone:	N/A N/A N/A	02/21	Pumping Equipment Repairs	\$ 30,824.00	Randy Hagen	BJ Alldredge
Aqua Texas White Oak Ranch Water Well	Name: Address: Phone:	Ray Francis 2211 Louetta Rd Spring, TX 77388 drfrancis@aquaamerica.com	Name: Company: Phone:	N/A N/A N/A	02/21	Pumping Equipment Repairs	\$ 47,781.00	Francisco Ochoa	BJ Alldredge
City of La Grange Station G Water Well	Name: Address: Phone:	Andy Blaha 210 Svoboda Lane La Grange, Texas 78945 979-966-2264	Name: Company: Phone:	N/A N/A N/A	02/21	Water Well Rehabilitation	\$ 102,171.00	Randy Hagen	BJ Alldredge
City of Wharton Cloud Street Motor	Name: Address: Phone:	City of Wharton 120 E. Caney Street Wharton, TX 77488 979-532-2491	Name: Company: Phone:	N/A N/A N/A	01/21	Motor repairs	\$ 14,700.00	Francisco Ochoa	BJ Alldredge
City of Kenedy Well 16 Rehabilitation	Name: Address: Phone:	Hector Salinas 604 Cottonwood St Kenedy, TX 78119 kenedywtp@cityofkenedy.org	Name: Company: Phone:	N/A N/A N/A	01/21	Pumping Equipment Repairs	\$ 87,623.00	Randy Hagen	BJ Alldredge

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
City of Sherman Louella 2 Woodbine	Name: Address: Phone:	City of Sherman PO Box 1106 Sherman, TX 75091 903-892-7237	Name: Company: Phone:	Oscar Canales City of Sherman 903-892-7321	01/21	Well rehabilitation	\$ 176,067.00	Randy Hagen	BJ Alldredge
City of Devers Water Well 1	Name: Address: Phone:	City of Devers PO Box 338 Devers, Texas 77538 936-549-7474	Name: Company: Phone:	Innovative Utility Operations	01/21	Water Well Rehabilitation	\$ 30,824.00	Steve McGinnis	BJ Alldredge
City of Nacogdoches Water Well No. 7	Name: Address: Phone:	City of Nacogdoches 202 E. Pilar Nacogdoches, Texas 75961 936-559-2583	Name: Company: Phone:	N/A N/A N/A	01/21	Pumping Equipment Repairs	\$ 206,184.00	Randy Hagen	BJ Alldredge
Harris Co. MUD 495 Pumping Equipment Upgrades	Name: Address: Phone:	Harris Co. MUD 495 3200 Southwest Fwy Ste 2600 Houston, TX 77027 In care of Engineer	Name: Company: Phone:	Margaret Gillentine, P.E. LJA Engineering 713-953-5200	01/19	Pumping Equipment Repairs	\$ 46,801.00	Randy Hagen	BJ Alldredge
Galveston Co. WCID 12 Fire Station Water Well	Name: Address: Phone:	Galveston Co WCID 12 524 Cien Street Kemah, Texas 77565 In care of engineer	Name: Company: Phone:	Les Dodson LJA Engineering 713-953-5200	12/20	Water Well and Pump Rehabilitation	\$ 456,390.00	Francisco Ochoa & Randy Hagen	BJ Alldredge
Georgia Pacific Camden Water Well No. 1	Name: Address: Phone:	Georgia Pacific 20125 East FM 942 Camden, Texas 75934 936-398-7350	Name: Company: Phone:	N/A N/A N/A	11/20	Water Well and Pump Rehabilitation	\$ 107,240.00	Francisco Ochoa	BJ Alldredge
City of Bertram Water Well No. 9	Name: Address: Phone:	City of Bertram 110 East Vaughan Street Bertram, Texas 78605 In care of Engineer	Name: Company: Phone:	R.W. Harden & Associates 9009 Mountain Ridge Dr. Austin, Texas 78759 512-345-2379	11/20	Water Well and Pump Rehabilitation	\$ 61,001.00	Francisco Ochoa & Randy Hagen	BJ Alldredge
Entergy Lewis Creek Water Well No. 3	Name: Address: Phone:	Entergy 11191 Longstreet Road Willis, Texas 77318 936-856-0617	Name: Company: Phone:	N/A N/A N/A	09/20	Water Well and Pump Rehabilitation	\$ 113,616.00	Randy Hagen	BJ Alldredge
Woodland Oaks Water Well No. 2	Name: Address: Phone:	Woodland Oaks Utility PO BOX 690406 Houston, TX 77269 281-897-9100	Name: Company: Phone:	N/A N/A N/A	08/20	Pumping Equipment Repairs	\$ 98,640.00	Randy Hagen	BJ Alldredge
City of Bridge City Water Well No. 5	Name: Address: Phone:	City of Bridge City PO BOX 846 Bridge City, Texas 77611 409-853-2230	Name: Company: Phone:	N/A N/A N/A	08/20	Water Well and Pump Rehabilitation	\$ 38,160.00	Randy Hagen	BJ Alldredge
Weston Lakes Irrigation Well	Name: Address: Phone:	Weston Lakes CC 32611 FM 1093 Fulshear, TX 77441 281-346-1967	Name: Company: Phone:	N/A N/A N/A	08/20	Motor repairs	\$ 25,690.00	Randy Hagen	BJ Alldredge
City of Webster Water Well No. 1	Name: Address: Phone:	City of Webster 855 Magnolia Street Webster, TX 77598 281-316-3700	Name: Company: Phone:	N/A N/A N/A	08/20	Motor Repairs	\$ 9,511.00	Randy Hagen	BJ Alldredge

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
Pepsico - Frito Lay Irving Well	Name: Address: Phone:	Frito Lay - Irving Facility 701 N. Wildewood Irving, Texas 7501 972-334-5717	Name: Company: Phone:	N/A N/A N/A	08/20	Water Well and Pump Rehabilitation	\$ 180,005.00	Randy Hagen	BJ Alldredge
City of La Grange Station E Well	Name: Address: Phone:	Andy Blaha 210 Svoboda Lane La Grange, Texas 78945 979-966-2264	Name: Company: Phone:	N/A N/A N/A	08/20	Pumping equipment repairs	\$ 55,843.00	Randy Hagen	BJ Alldredge
City of Magnolia Water Well No. 2	Name: Address: Phone:	David Coburn 18111 Buddy Riley Blvd Magnolia, TX 77354 281-356-2266	Name: Company: Phone:	N/A N/A N/A	08/20	Pumping Equipment Repairs	\$ 57,853.00	Randy Hagen	BJ Alldredge
City of Moulton Water Well No. 1	Name: Address: Phone:	City of Moulton 102 S. Main St. Moulton, TX 77975 361-596-4621	Name: Company: Phone:	N/A N/A N/A	08/20	Pumping Equipment Repairs	\$ 38,791.00	Randy Hagen	BJ Alldredge
City of Rockdale Tracy Well	Name: Address: Phone:	Jereld Brunson 505 West Cameron Avenue Rockdale, Texas 76567 254-231-2530	Name: Company: Phone:	N/A N/A N/A	07/20	Pumping equipment repairs	\$ 48,442.00	Randy Hagen	BJ Alldredge
The Club at Falcon Point Water Well No. 1	Name: Address: Phone:	Carter Hindes 24503 Falcon Point Dr Katy, Texas 77494 979-575-9195	Name: Company: Phone:	N/A N/A N/A	07/20	Repair Liner, Well Rehabilitation	\$ 127,270.00	Francisco Ochoa	BJ Alldredge
Montgomery Co WCID 1 Water Well No. 4	Name: Address: Phone:	Montgomery Co WCID 1 25611 Spreading Oaks Lane Spring, Texas 77380 281-350-7027	Name: Company: Phone:	Michael A. Kurry, P.E. AEI Engineering 281-350-7027	08/20	Well disinfection	\$ 243,545.00	Randy Hagen	BJ Alldredge
The Woodlands Corporation Players Course Well	Name: Address: Phone:	Brandon Zerface 8900 Sterling Ridge Dr. Spring, Texas 77382 321-704-5038	Name: Company: Phone:	N/A N/A N/A	06/20	Water Well Repairs	\$ 113,746.00	Francisco Ochoa	BJ Alldredge
Lumberton MUD Well No. 2 Pump Repairs	Name: Address: Phone:	Chris Parks P.O. Box 8065 Lumberton, Texas 77657 409-751-0315	Name: Company: Phone:	N/A N/A N/A	06/20	Water Well Repairs	\$ 53,750.00	Francisco Ochoa & Randy Hagen	BJ Alldredge
City of Bunker Hill Taylor Crest Well	Name: Address: Phone:	Steve Smith 11977 Memorial Drive Houston, Texas 77024 713-365-3773	Name: Company: Phone:	John K Davis Langford Engineering 713-461-3530	06/20	Water Well Repairs	\$ 124,663.00	Randy Hagen	BJ Alldredge
City of Elgin Water Well No. 15	Name: Address: Phone:	City of Elgin P.O. Box 591 Elgin, TX 78621 512-281-0119	Name: Company: Phone:	N/A N/A N/A	08/20	Pumping Equipment Repairs	\$ 110,181.00	Randy Hagen	BJ Alldredge
City of Sherman Dorchester 9 Trinity Well	Name: Address: Phone:	City of Sherman PO Box 1106 Sherman, TX 75091 903-892-7237	Name: Company: Phone:	Oscar Canales City of Sherman 903-892-7321	05/20	Water Well Repairs	\$ 41,465.00	Randy Hagen	BJ Alldredge

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
Gerdau Steel Midlothian Water Well No. 03	Name: Address: Phone:	Charles Rzezak 300 Ward Rd. Midlothian, Texas 76065 972-779-3145	Name: Company: Phone:	N/A N/A N/A	05/20	Well Plugging and Rehabilitation	\$ 232,034.00	Randy Hagen	BJ Alldredge
City of Huntsville Well 19	Name: Address: Phone:	City of Huntsville 1212 Avenue M Huntsville, Texas 77340 936-291-5970	Name: Company: Phone:	Joe Massey City of Huntsville 936-291-5970	04/20	Water Well Repairs	\$ 49,980.00	Randy Hagen	BJ Alldredge
Montgomery Co. WCID 1 Well 4 Rehabilitation	Name: Address: Phone:	Montgomery Co. WCID 1 25611 Spreading Oaks Lane Spring, Texas 77380 In care of Engineer	Name: Company: Phone:	Michael A. Kurry, P.E. AEI Engineering 281-350-7027	04/20	Water Well Rehabilitation	\$ 243,545.00	Randy Hagen	BJ Alldredge
Entergy Sabine Water Well No. 05	Name: Address: Phone:	Robert Smith 1000 Powerhouse Road Orange, Texas 77630 409-734-3226	Name: Company: Phone:	N/A N/A N/A	04/20	Water Well and Pump Rehabilitation	\$ 91,617.00	Randy Hagen	BJ Alldredge
City of Livingston Walker St. Well Plugging	Name: Address: Phone:	City of Livingston 200 West Church Street Livingston, Texas 77351 936-327-8391	Name: Company: Phone:	Hec Long City of Livingston 936-327-8391	03/20	Well Plugging	\$ 29,689.00	Francisco Ochoa & Randy Hagen	BJ Alldredge
City of Columbus Tait and Pool Well Rehabilitation	Name: Address: Phone:	City of Columbus 605 Spring Street Columbus, Texas 78934 979-732-2366	Name: Company: Phone:	Donald Warschak, P.E. City of Columbus 979-732-2366	03/20	Water Well and Pump Rehabilitation	\$ 85,925.00	Francisco Ochoa & Randy Hagen	BJ Alldredge
Entergy Lewis Creek Well No. 3	Name: Address: Phone:	Entergy 11191 Longstreet Road Willis, Texas 77318 936-856-0617	Name: Company: Phone:	Glin Edwards Entergy 936-207-7603	02/20	Water Well Repairs	\$ 113,616.00	Randy Hagen	BJ Alldredge
Harris Co. MUD 102 Well No. 6 Rehabilitation	Name: Address: Phone:	Harris Co. MUD 102 15300 Falmouth Ave Houston, Texas 77084 In care of Engineer	Name: Company: Phone:	Michael A. Kurry, P.E. AEI Engineering 281-350-7027	02/20	Water Well and Pump Rehabilitation	\$ 125,300.00	Francisco Ochoa & Randy Hagen	BJ Alldredge
City of Highland Village 407 Well	Name: Address: Phone:	City of Highland Village 1000 Highland Village Drive Highland Village, Texas 75077 972-317-2989	Name: Company: Phone:	Justin Praesel City of Highland Village 972-317-2989	02/20	Water Well Repairs	\$ 112,128.00	Randy Hagen	BJ Alldredge
Ectero SW Karnes City Well	Name: Address: Phone:	Ectero Southwest - - 210-854-9066	Name: Company: Phone:	N/A N/A N/A	01/20	Pump Equipment	\$ 83,570.00	Randy Hagen	BJ Alldredge
San Jacinto River Authority Well 23 Inspection	Name: Address: Phone:	River Plantation MUD P.O. Box 747 Conroe, Texas 77305 936-273-4641	Name: Company: Phone:	Aaron Schindewolf San Jacinto River Authority 281-367-9511	01/20	Well Equipment Removal and Inspection	\$ 29,200.00	Francisco Ochoa	BJ Alldredge

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
City of Hempstead Water Well No. 6	Name: Address: Phone:	1405 8th Street Hempstead, Texas 77445 Rooster Smith / rooster_smith@yahoo.com	Name: Company: Phone:	N/A N/A N/A	01/20	Pump Equipment	\$ 43,584.00	Randy Hagen & Francisco Ochoa	BJ Alldredge
City of Victoria Water Well No. 15 & 16 Rehabilitation	Name: Address: Phone:	City of Victoria 702 N. Main Street Victoria, Texas 77901 361-485-3340	Name: Company: Phone:	Darrell W. Seibert, P.E. City of Victoria 361-485-3340	01/20	Water Well and Pump Rehabilitation	\$ 206,352.00	Francisco Ochoa & Randy Hagen	BJ Alldredge
North Hardin WSC Well No. 4 Rehabilitation	Name: Address: Phone:	North Hardin Water Supply Corp. 5094 FM 92 Silsbee, TX 77656 409-385-7355	Name: Company: Phone:	Bobby Rogers North Hardin WSC 409-385-7355	12/19	Well Repairs	\$ 140,713.00	Randy Hagen & Francisco Ochoa	BJ Alldredge
CTRWSC - Vista Ridge Carrizo & Simsboro Wellfield	Name: Address: Phone:	Central Texas Regional Water Supply Corporation 11010 Coachlight st San Antonio, Texas 78216 303-791-3600	Name: Company: Phone:	Bill Williams Central Texas Regional Water Supply Corporation 303-791-3600	12/19	18 well (9 Carrizo and 9 Simsboro) project consisting of site preparation, well drilling, construction and testing, and pump	\$ 20,270,265.00	Michael Weisinger	Rik Allbritton
Harris County MUD 495 Well 1	Name: Address: Phone:	Harris County MUD 495 3200 Southwest Fwy, Ste 2600 Houston, TX 77027 713-860-6400	Name: Company: Phone:	Ashley Broughton LIA Engineering 713-953-5200	11/19	Pump Equipment Upgrades	\$ 46,801.00	Randy Hagen	BJ Alldredge
City of La Grange Station C	Name: Address: Phone:	Andy Blaha 210 Svoboda Lane La Grange, Texas 78945 979-966-2264	Name: Company: Phone:	N/A N/A N/A	11/19	Water Well & Pump Rehabilitation	\$ 86,016.00	Randy Hagen	BJ Alldredge
Fort Bend County MUD 37 Well 1	Name: Address: Phone:	Ft. Bend County MUD 37 10431 Westmoor Richmond, Texas 77407 832-886-0616	Name: Company: Phone:	David Leyendecker, P.E. Clay & Leyendecker, Inc 281-391-0173	10/18	Water Well & Pump Rehabilitation	\$ 115,465.00	Randy Hagen	BJ Alldredge
River Plantation MUD Water Well 2	Name: Address: Phone:	River Plantation MUD P.O. Box 747 Conroe, Texas 77305 936-273-4641	Name: Company: Phone:	N/A N/A N/A	09/19	Water Well & Pump Rehabilitation	\$ 248,866.00	Randy Hagen	BJ Alldredge
Georgia Pacific Diboll Water Well No. 3	Name: Address: Phone:	Georgia Pacific 600 A Street Diboll, Texas 75941 936-829-1700	Name: Company: Phone:	N/A N/A N/A	08/19	Water Well & Pump Rehabilitation	\$ 187,026.00	Randy Hagen	BJ Alldredge
San Jacinto River Authority Well 34 Rehabilitation	Name: Address: Phone:	River Plantation MUD P.O. Box 747 Conroe, Texas 77305 936-273-4641	Name: Company: Phone:	Aaron Schindewolf San Jacinto River Authority 281-367-9511	08/19	Water Well & Pump Rehabilitation	\$ 179,350.00	Francisco Ochoa	BJ Alldredge
City of Cut and Shoot Water Well No. 4	Name: Address: Phone:	City of Cut and Shoot P.O. Box 7364 Cut and Shoot, Texas 77306 936-264-3100	Name: Company: Phone:	N/A N/A N/A	08/19	Well Repairs	\$ 62,943.00	Randy Hagen	BJ Alldredge

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
City of Cut and Shoot Water Well No. 3	Name: Address: Phone:	City of Cut and Shoot P.O. Box 7364 Cut and Shoot, Texas 77306 936-264-3100	Name: Company: Phone:	N/A N/A N/A	08/19	Water Well and Pump Rehabilitation	\$ 203,289.00	Randy Hagen	BJ Alldredge
City of Kenedy Well 15 Rehabilitation	Name: Address: Phone:	City of Kenedy 303 West Main Street Kenedy, Texas 78119 830-583-2230	Name: Company: Phone:	N/A N/A N/A	08/19	Well Repairs	\$ 111,664.00	Randy Hagen	BJ Alldredge
Carlton Woods Fazio Well	Name: Address: Phone:	Carlton Woods 27350 Kuykendahl Road Tomball, Texas 77375 281-863-5800	Name: Company: Phone:	N/A N/A N/A	08/19	Well Repairs	\$ 116,777.00	Francisco Ochoa & Randy Hagen	BJ Alldredge
City of Grapeland Water Well No. 1	Name: Address: Phone:	City of Grapeland 126 W. Oak St. Grapeland, Texas 75844 In care of Engineer	Name: Company: Phone:	Blake T. Powell Schaumburg & Polk, Inc 972-563-0205	08/19	Water Well and Pump Rehabilitation	\$ 63,300.00	Francisco Ochoa & Randy Hagen	BJ Alldredge
NRG Cedar Bayou	Name: Address: Phone:	NRG 112 Telly Street New Roads, LA 70760 Mike Donnelly / michael.donnelly@nrg.com	Name: Company: Phone:	N/A N/A N/A	07/19	Well Repairs	\$ 28,283.00	Randy Hagen	BJ Alldredge
City of Kenedy Well 16 Rehabilitation	Name: Address: Phone:	City of Kenedy 303 West Main Street Kenedy, Texas 78119 830-583-2230	Name: Company: Phone:	N/A N/A N/A	07/19	Water Well and Pump Rehabilitation	\$ 144,037.00	Randy Hagen	BJ Alldredge
City of Kingsville Water Well No. 19	Name: Address: Phone:	City of Kingsville 1300 E. Corral Kingsville, TX 78363 Joe Casillas / jcasillas@cityofkingsville.com	Name: Company: Phone:	N/A N/A N/A	07/19	Well Repairs	\$ 119,544.00	Steve Martin	BJ Alldredge
NBU Copper Ridge Well 13 & 18	Name: Address: Phone:	New Braunfels Utilities 355 FM 306 New Braunfels, Texas 78131 830-623-8400	Name: Company: Phone:	Edgar Munoz Matkin Hoover Engineering 830-249-0600	07/19	Well Repairs	\$ 73,099.00	Randy Hagen	BJ Alldredge
Ft. Bend County MUD 169 Cross Creek Ranch Plugging	Name: Address: Phone:	Fort Bend County MUD 169 1422 Eugene Heiman Circle Richmond, TX 77469 In Care of Engineer	Name: Company: Phone:	Jason Svatek BGE, Inc jsvatek@bgeinc.com	06/19	Well Plugging	\$ 25,350.00	Randy Hagen	BJ Alldredge
City of Humble Water Well No. 9	Name: Address: Phone:	City of Humble 114 W. Higgins St. Humble, Texas 77338 Thomas Hosler / Thosler@cityofhumble.net	Name: Company: Phone:	N/A N/A N/A	06/19	Water Well and Pump Rehabilitation	\$ 120,988.00	Randy Hagen	BJ Alldredge
City of Fredericksburg Huhn Water Well	Name: Address: Phone:	City of Fredericksburg 126 W. Main Street Fredericksburg, Texas 78624 Jeff Rich / jrich@fbgtx.org	Name: Company: Phone:	N/A N/A N/A	06/19	Well Repairs	\$ 53,689.00	Steve Martin	BJ Alldredge

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
Canyon Regional Water Authority Water Well No. 9 Camp House Well	Name: Address: Phone:	Canyon Regional Water Authority 850 Lakeside Pass New Braunfels, TX 78130 830-609-0543 David Davenport / crwa@crwa.com	Name: Company: Phone:	N/A N/A N/A	05/19	Well repairs	\$ 65,163.00	Randy Hagen	BJ Alldredge
City of Sherman Dorchester 8T	Name: Address: Phone:	City of Sherman PO Box 1106 Sherman, TX 75091 903-892-7237	Name: Company: Phone:	N/A N/A N/A	04/19	Water Well and Pump Rehabilitation	\$ 21,880.00	Randy Hagen	BJ Alldredge
Ft. Bend County WCID 2 Stafford Run Well	Name: Address: Phone:	Fort Bend County WCID No. 2 2331 South Main Stafford, Texas 77477 In care of Engineer	Name: Company: Phone:	Richard Jones Jones Engineering Solutions 832-671-9785	04/19	Water Well and Pump Rehabilitation	\$ 151,879.00	Randy Hagen	BJ Alldredge
City of Rockdale Water Well No. 7	Name: Address: Phone:	City of Rockdale 505 W. Cameron Ave. Rockdale, Texas 76567 512-446-2511	Name: Company: Phone:	N/A N/A N/A	04/19	Water Well and Pump Rehabilitation	\$ 34,200.00	Randy Hagen	BJ Alldredge
NRG Thompson Water Well 5	Name: Address: Phone:	NRG Energy, Inc 2500 Y.U. Jones Road Thompsons, TX 77481 Hanzlik, Jody / Jody.hanzlik@nrg.com	Name: Company: Phone:	N/A N/A N/A	04/19	Water Well and Pump Rehabilitation	\$ 201,604.00	Randy Hagen	BJ Alldredge
City of Gilmer Water Well No. 6	Name: Address: Phone:	City of Gilmer 110 Buffalo Street Gilmer, TX 75644 Kenneth Harris / 903-843-2552	Name: Company: Phone:	N/A N/A N/A	04/19	Well Repairs	\$ 49,763.00	Jeff Boon	Ronnie Castaneda
NRG Parish Well No. 7	Name: Address: Phone:	NRG Energy, Inc 2500 Y.U. Jones Road Thompsons, TX 77481 Hanzlik, Jody / Jody.hanzlik@nrg.com	Name: Company: Phone:	N/A N/A N/A	04/19	Water Well and Pump Rehabilitation	\$ 155,547.00	Randy Hagen	BJ Alldredge
Harris County WCID 133 Water Well No. 3	Name: Address: Phone:	Harris County WCID 133 27316 Spectrum Way Oak Ridge North, TX 77385 John Montgomery / jmontgomery@municipalops.com	Name: Company: Phone:	N/A N/A N/A	03/19	Well Repairs	\$ 188,680.00	Randy Hagen	BJ Alldredge
San Jacinto River Authority Water Well 25 and 31 Rehabilitation	Name: Address: Phone:	San Jacinto River Authority 2436 Sawdust Rd The Woodlands, TX 77380 936-588-3111	Name: Company: Phone:	Aaron Schindewolf San Jacinto River Authority 281-367-9511	03/19	Water Well & Pump Rehabilitation	\$ 436,127.00	Francisco Ochoa	BJ Alldredge
City of Conroe Wedgewood Wells	Name: Address: Phone:	City of Conroe 300 W. Davis St. Conroe, Texas 77305 936-203-5231	Name: Company: Phone:	N/A N/A N/A	03/19	Well Plugging	\$ 19,498.00	Randy Hagen	BJ Alldredge
Copper Ridge Well 13 and 18	Name: Address: Phone:	New Braunfels Utilities 355 FM 306 New Braunfels, Texas 78131 830-623-8400	Name: Company: Phone:	Edgar A. Munoz, P.E. Matkin Hoover Engineering and Surveying 830-249-0600	03/19	Well Repairs	\$ 73,099.00	Randy Hagen & Francisco Ochoa	BJ Alldredge

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
City of Panorama Water Well No. 1	Name: Address: Phone:	City of Panorama 98 Hwon Conroe, TX 77804 John Demel / Panoramah2o@suddenlinkmail.com	Name: Company: Phone:	N/A N/A N/A	03/19	Water Well and Pump Rehabilitation	\$ 28,150.00	Randy Hagen	BJ Alldredge
Clean Energy Cooling Tower Well Rehabilitation	Name: Address: Phone:	Tony Bratton 12114 Longstreet Willis, Texas 77318 936-856-2813	Name: Company: Phone:	N/A N/A N/A	02/19	Water Well Rehabilitation	\$ 35,609.00	Randy Hagen	BJ Alldredge
City of West Columbia Well No. 4 Rehabilitation	Name: Address: Phone:	City of West Columbia P.O. Box 487 West Columbia, Texas 77486 281-900-1590	Name: Company: Phone:	Mathew Fisher City of West Columbia 281-900-1590	02/19	Water Well Rehabilitation	\$ 53,116.00	Randy Hagen	BJ Alldredge
City of Magnolia Water Well No. 1	Name: Address: Phone:	City of Magnolia 18111 Buddy Riley Blvd. Magnolia, Texas 77354 281-259-7811	Name: Company: Phone:	N/A N/A N/A	01/19	Well Repairs	\$ 61,500.00	Randy Hagen/ Francisco Ochoa	BJ Alldredge
Harris County MUD 152 Well No. 1 Rehabilitation	Name: Address: Phone:	16337 Park Row Houston, Texas 77084 In care of engineer	Name: Company: Phone:	Brian D. Gerould, P.E. IDS Engineering Group 713-462-3178	01/19	Water Well Rehabilitation	\$ 126,642.00	Francisco Ochoa	BJ Alldredge
City of Castroville Well 1 Plugging	Name: Address: Phone:	City of Castroville 703 Paris Street Castroville, Texas 78009 830-931-4090	Name: Company: Phone:	Roy Clayton City of Castroville 830-931-4090	01/19	Well Plugging	\$ 110,604.00	Steve Martin	BJ Alldredge
City of Kenedy Well 13 Rehabilitation	Name: Address: Phone:	City of Kenedy 303 West Main Street Kenedy, Texas 78119 830-583-2230	Name: Company: Phone:	Hector Salinas City of Kenedy 830-583-2230	12/19	Water Well Rehabilitation	\$ 35,217.00	Randy Hagen	BJ Alldredge
City of Victoria Well 20 and 26 Rehabilitation	Name: Address: Phone:	City of Victoria P.O. Box 1758 Victoria, Texas 77902 361-485-3385	Name: Company: Phone:	Darrell W. Seibert, P.E. City of Victoria 361-485-3340	12/18	Water Well Rehabilitation	\$ 197,850.00	Randy Hagen	BJ Alldredge
City of Wharton Cloud Street Well Rehabilitation	Name: Address: Phone:	City of Wharton 120 E. Caney Street Wharton, TX 77488 979-532-2491	Name: Company: Phone:	Stephanie S. Kaspar, P.E. Jones Carter, Inc 713-777-5337	12/18	Water Well Rehabilitation	\$ 81,564.00	Randy Hagen & Francisco Ochoa	BJ Alldredge
Huntsman PE-77 Well Rehabilitation	Name: Address: Phone:	Huntsman Petrochemical 5451 Jefferson Chemical Road Conroe, Texas 77301 419-320-3048	Name: Company: Phone:	Jeremiah Morgan Huntsman Petrochemical 419-320-3048	12/18	Water Well Rehabilitation	\$ 64,711.00	Randy Hagen & Francisco Ochoa	BJ Alldredge
City of Sugar Land New Territory 2 Well and River Park 2 Well Rehabilitation	Name: Address: Phone:	City of Sugar Land 2700 Town Center Blvd N., Ste 112 Sugar Land, TX 77479 In care of engineer	Name: Company: Phone:	Stephanie S. Kaspar, P.E. Jones Carter, Inc 713-777-5337	12/18	Water Well Rehabilitation	\$ 332,753.00	Randy Hagen & Francisco Ochoa	BJ Alldredge

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
City of Conroe Well 22	Name: Address: Phone:	City of Conroe P.O. Box 3066 Conroe, Texas 77305 936-522-3000	Name: Company: Phone:	Daniel Roberts City of Conroe 936-522-3000	12/18	Water Well Rehabilitation	\$ 135,852.00	Randy Hagen	BJ Alldredge
Harris County MUD 50 Well Rehabilitation	Name: Address: Phone:	Harris County MUD 50 27316 Spectrum Way Oak Ridge, Texas 77385 281-367-5511	Name: Company: Phone:	John Montgomery Municipal Operations and Consulting, Inc 281-367-5511	11/18	Water Well Rehabilitation	\$ 45,980.00	Randy Hagen	BJ Alldredge
City of Liberty Manta Street Well Plugging	Name: Address: Phone:	City of Liberty 1829 Sam Houston Liberty, Texas 77575 936-336-2910	Name: Company: Phone:	Mark Reed City of Liberty 936-336-2910	11/18	Well Plugging	\$ 24,985.00	Randy Hagen	BJ Alldredge
City of Bryan ASR Pilot Well No. 10	Name: Address: Phone:	Bill Riley P.O. Box 1000 Bryan, Texas 77805 979-209-5500	Name: Company: Phone:	Melissa Woo, P.E. CDM Smith 512-346-1100	11/18	Water Well Rehabilitation	\$ 912,650.00	Randy Hagen & Francisco Ochoa	BJ Alldredge
City of Nacogdoches Water Well No. 9	Name: Address: Phone:	City of Nacogdoches 202 E. Pilar Nacogdoches, Texas 75961 936-559-2583	Name: Company: Phone:	Daniel Hays, P.E. KSA Engineers, Inc. 936-637-6061	10/19	Water Well and Pump Rehabilitation	\$ 173,300.00	Randy Hagen	BJ Alldredge
City of Rockdale Runway Well 8 Rehabilitation	Name: Address: Phone:	City of Rockdale P.O. Box 586 Rockdale, Texas 76567 512-446-2511	Name: Company: Phone:	City of Rockdale Jason Hubbell 512-446-2511	10/18	Water Well Rehabilitation	\$ 7,500.00	Randy Hagen	BJ Alldredge
City of Rockdale Airport Well 7 Well Rehabilitation	Name: Address: Phone:	City of Rockdale P.O. Box 586 Rockdale, Texas 76567 512-446-2512	Name: Company: Phone:	City of Rockdale Jason Hubbell 512-446-2512	10/18	Water Well Rehabilitation	\$ 35,300.00	Randy Hagen	BJ Alldredge
Keenan WSC Well No. 3 Rehabilitation	Name: Address: Phone:	Dean Staley 21053 Chapel Road Montgomery, Texas 77316 936-856-4199	Name: Company: Phone:	N/A N/A N/A	10/18	Water Well Rehabilitation	\$ 52,429.00	Randy Hagen	BJ Alldredge
South FreeStone Co. WSC Gorman Well 2 Plugging	Name: Address: Phone:	South FreeStone County W.S.C. P.O. Box 208 Teague, Texas 75860 903-389-5952	Name: Company: Phone:	John Blackwell South Freestone Co. WSC 903-389-5952	10/18	Well Plugging	\$ 7,850.00	Randy Hagen	BJ Alldredge
City of Elgin Water Well No. 14	Name: Address: Phone:	City of Elgin P.O. Box 591 Elgin, TX 78621 512-281-0119	Name: Company: Phone:	Doug Prinz City of Elgin 512-281-0119	09/18	Motor repairs	\$ 29,795.00	Randy Hagen	BJ Alldredge
City of La Grange Station G	Name: Address: Phone:	Bruce Sulik 210 Svoboda Lane La Grange, Texas 78945 979-966-2264	Name: Company: Phone:	N/A N/A N/A	09/18	Water Well Rehabilitation	\$ 73,693.00	Randy Hagen	BJ Alldredge
Georgia Pacific Camden Water Plant Water Well No. 3 Rehabilitation	Name: Address: Phone:	Georgia Pacific 20125 East FM 942 Camden, TX 75934 936-398-7387	Name: Company: Phone:	Joe Gonzales Georgia Pacific Camden Plant 936-398-7387	09/18	Water Well & Pump Rehabilitation	\$ 88,735.00	Randy Hagen	BJ Alldredge

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
City of Jacksonville Water Well No. 1 Rehabilitation	Name: Address: Phone:	City of Jacksonville 1220 S. Bolton St. Jacksonville, TX 75766 903-589-3510	Name: Company: Phone:	N/A N/A N/A	09/18	Water Well & Pump Rehabilitation	\$ 83,332.00	Randy Hagen	BJ Alldredge
City of Nacogdoches Water Well No. 4 Rehabilitation	Name: Address: Phone:	City of Nacogdoches 202 East Pilar Street Nacogdoches, TX 75961 936-559-2500	Name: Company: Phone:	Danny Hays KSA Engineering 281-494-3252	09/18	Water Well & Pump Rehabilitation	\$ 195,500.00	Randy Hagen	BJ Alldredge
Walker County SUD Falba Community Well No. 1 Rehabilitation	Name: Address: Phone:	Walker County SUD 1401 TX 75 North Huntsville, TX 77342 936-295-4452	Name: Company: Phone:	James Morrison Walker County SUD 936-295-4452	09/18	Water Well & Pump Rehabilitation	\$ 57,690.00	Randy Hagen	BJ Alldredge
Canyon Regional Water Authority Deadman Well No. 6	Name: Address: Phone:	Canyon Regional Water Authority 850 Lakeside Pass New Braunfels, TX 78130 830-609-0543	Name: Company: Phone:	James Bene, P.G. R.W. Hardin & Associates, Inc 512-345-2379	08/18	Water Well & Pump Rehabilitation	\$ 176,940.00	Randy Hagen	BJ Alldredge
City of Falfurrias Water Well No. 11 Rehabilitation	Name: Address: Phone:	City of Falfurrias 625 N. St. Mary's St. Falfurrias, TX 78355 361-325-2419	Name: Company: Phone:	N/A N/A N/A	08/18	Water Well & Pump Rehabilitation	\$ 104,696.00	Randy Hagen	BJ Alldredge
Langham Creek Utility District Well No. 4 Rehabilitation	Name: Address: Phone:	Langham Creek Utility District 1300 Post Oak Blvd, Ste 1400 Houston, TX 77056 In care of Engineer	Name: Company: Phone:	Stephanie S. Kaspar, P.E. Jones Carter, Inc 713-777-5337	08/18	Water Well & Pump Rehabilitation	\$ 140,146.00	Francisco Ochoa & Randy Hagen	BJ Alldredge
City of Nacogdoches Water Well No. 8 Rehabilitation	Name: Address: Phone:	City of Nacogdoches 202 East Pilar Street Nacogdoches, TX 75961 936-559-2501	Name: Company: Phone:	Danny Hays KSA Engineering 281-494-3252	08/18	Water Well & Pump Rehabilitation	\$ 216,300.00	Randy Hagen	BJ Alldredge
Hudson WSC Water Well No. 6 Rehabilitation	Name: Address: Phone:	Hudson Water Supply Corp. 3032 Ted Trout Drive Lufkin, TX 75904 936-875-2146	Name: Company: Phone:	Brad Naron Hudson WSC 936-875-2274	06/18	Water Well & Pump Rehabilitation	\$ 119,984.00	Randy Hagen	BJ Alldredge
Newport MUD Plant 2 Well 1	Name: Address: Phone:	Newport MUD P.O. Box 1186 Crosby, TX 77532 281-324-9803	Name: Company: Phone:	David Kasper ARRK Engineers, Inc. 713-400-2755	06/18	Water Well & Pump Rehabilitation	\$ 119,257.00	Randy Hagen	BJ Alldredge
Hardin Co. WCID 1 Well 2 Rehabilitation	Name: Address: Phone:	Hardin Co. WCID 1 P.O. Box 699 Sour Lake, Texas 77659 409-755-7377	Name: Company: Phone:	Jeff Leavins, P.E. LJA Engineering 409-833-3363	06/18	Water Well Rehabilitation	\$ 31,140.00	Randy Hagen	BJ Alldredge
Walker County SUD Highway 75 Replacement Well Rehabilitation	Name: Address: Phone:	Walker County SUD 1401 TX 75 North Huntsville, TX 77342 936-295-4452	Name: Company: Phone:	James Morrison Walker County SUD 936-295-4452	06/18	Water Well & Pump Rehabilitation	\$ 136,857.00	Randy Hagen	BJ Alldredge
Brazoria County MUD 39 Water Well No. 1 Rehabilitation	Name: Address: Phone:	Brazoria County MUD No. 39 2929 Briar Park Dr. Ste. 600 Houston, TX 77578 In care of Engineer	Name: Company: Phone:	Brian Edwards, P.E. LJA Engineering, Inc 713-953-5026	05/18	Well Rehabilitation	\$ 199,398.00	Francisco Ochoa & Randy Hagen	BJ Alldredge

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
City of Nassau Bay Water Well No. 2 Rehabilitation	Name: Address: Phone:	City of Nassau Bay 1800 Space Park Dr., Ste 200 Nassau Bay, TX 77058 281-333-4211	Name: Company: Phone:	Chris Defrancis City of Nassau Bay 281-333-4211	04/18	Water Well & Pump Rehabilitation	\$ 48,255.00	Randy Hagen	BJ Alldredge
City of College Station Water Well No. 7	Name: Address: Phone:	City of College Station 1101 Texas Ave. College Station, TX 77840 979-764-3500	Name: Company: Phone:	Jared Lapaglia City of College Station 979-764-3665	03/18	Water Well & Pump Rehabilitation	\$ 226,857.00	Randy Hagen	BJ Alldredge
Harris County MUD No. 33 Water Well No. 1 Rehabilitation	Name: Address: Phone:	Harris County MUD No. 33 2929 Allen Pkwy, Suite 3450 Houston, TX 77019 713-237-1221	Name: Company: Phone:	James Cartwright, P.E. Langford Engineering, Inc 713-461-3530	03/18	Water Well & Pump Rehabilitation	\$ 253,920.00	Randy Hagen	BJ Alldredge
Heatherloch MUD Water Well No. 1 Rehabilitation	Name: Address: Phone:	Heatherloch MUD Co Coats Rose 9 Greenway Plaza, Ste 1100 Houston, TX 77046	Name: Company: Phone:	Stephanie S. Kaspar, P.E. Jones Carter, Inc 713-777-5337	02/18	Water Well & Pump Rehabilitation	\$ 116,325.00	Randy Hagen	BJ Alldredge
Memorial Village Piney Point Well No. 3	Name: Address: Phone:	Memorial Village Water Authority 8955 Gaylord Dr. Houston, TX 77024 713-465-8313	Name: Company: Phone:	Mike Montgomery MVWA 713-465-8387	12/17	Water Well Rework	\$ 163,395.00	Randy Hagen	BJ Alldredge
City of Tomball Pine Street Well	Name: Address: Phone:	City of Tomball 501 James Street Tomball, TX 77375 281-290-1424	Name: Company: Phone:	John Escamilla City of Tomball 281-290-1427	10/17	Water Well and Pump Rehabilitation	\$ 68,526.00	Randy Hagen	BJ Alldredge
City of Victoria ASR - 19 Well	Name: Address: Phone:	City of Victoria 700 N. Main St. Ste 108 Victoria, TX 77901 361-485-3400	Name: Company: Phone:	Ted L. Belser, P.E. ASR Systems, LLC 352-665-3653	08/17	Water Well & Pump Rehabilitation	\$ 175,840.00	Randy Hagen	BJ Alldredge
City of Sherman Dorchester 10 Trinity	Name: Address: Phone:	City of Sherman PO Box 1106 Sherman, TX 75091 903-892-7237	Name: Company: Phone:	Oscar Canales City of Sherman 903-892-7321	08/17	Water Well & Pump Rehabilitation	\$ 153,742.00	Randy Hagen	BJ Alldredge
SJRA Wells 3 & 17 Rehabilitation	Name: Address: Phone:	San Jacinto River Authority 2436 Sawdust Rd The Woodlands, TX 77380 936-588-3111	Name: Company: Phone:	Aaron Schindewolf San Jacinto River Authority 281-367-9511	06/17	Water Well & Pump Rehabilitation	\$ 339,738.00	Randy Hagen	BJ Alldredge
Harris County MUD 200, Well #1 Emergency Rework	Name: Address: Phone:	Harris County MUD #200 1300 Post Oak Bld, Ste 1400 Houston, TX 77056 713-623-4531	Name: Company: Phone:	Stephanie S. Kaspar, P.E. Jones Carter, Inc 713-777-5337	04/17	Emergency Rework	\$ 130,174.00	Randy Hagen	BJ Alldredge
Canyon Regional Water Authority Wilcox Wells	Name: Address: Phone:	Canyon Regional Water Authority 850 Lakeside Pass New Braunfels, Texas 78130 830-609-0543	Name: Company: Phone:	David Davenport Canyon Regional Water Authority 830-609-0543	03/17	2 Well project consisting of site preparation, well drilling, construction and testing, and pump and motor installation and testing	\$ 1,365,703.00	Michael Welsinger	Rik Allbritton

Project Name	Owner's Contact	Column1	Design Engineer	Column2	Contract Date	Type of Work	Cost of Work	Project Manager	Superintendent
City of Sugar Land, Laura Morrison & Woodchester Well #3 Rehabilitation	Name: Address: Phone:	City of Sugar Land 2700 Town Center Blvd N., Ste 112 Sugar Land, TX 77479 In care of engineer	Name: Company: Phone:	Stephanie S. Kaspar, P.E. Jones Carter, Inc 713-777-5337	03/17	Water Well & Pump Rehabilitation	\$ 331,113.00	Randy Hagen	BJ Alldredge
Weston Road MUD Well #4 Repairs	Name: Address: Phone:	Weston Road MUD PO Box 1827 Cypress, TX 77410 281-290-6500	Name: Company: Phone:	N/A N/A N/A	03/17	Water Well & Pump Repairs	\$ 130,156.00	Randy Hagen	BJ Alldredge
Hudson WSC Well No. 7 Rehabilitation	Name: Address: Phone:	Hudson Water Supply Corp. 3032 Ted Trout Drive Lufkin, TX 75904 936-875-2146	Name: Company: Phone:	Brad Naron Hudson WSC 936-875-2274	03/17	Water Well and Pump Rehabilitation	\$ 73,644.00	Randy Hagen	BJ Alldredge
Harris County WC & ID 36 Hollywood Rd Well No. 5 Rehabilitation	Name: Address: Phone:	Harris County WC & ID 903 Hollywood Street Houston, TX 77015 713-453-5493	Name: Company: Phone:	Sandy Andrew Harris County WC & ID 713-453-5493	02/17	Water Well & Pump Rehabilitation	\$ 109,360.00	Randy Hagen	BJ Alldredge
Memorial Village Creek Side BP Repairs	Name: Address: Phone:	Memorial Village Water Authority 8955 Gaylord Dr. Houston, TX 77024 713-465-8313	Name: Company: Phone:	Mike Montgomery MVWA 713-465-8387	02/17	Water Well Repairs	\$ 48,190.00	Randy Hagen	BJ Alldredge
West Harris County MUD No. 11 Well #2 Repairs	Name: Address: Phone:	West Harris Co. MUD No. 11 17717 Old Louetta Houston, TX 77070 In care of engineer	Name: Company: Phone:	Daniel H. Lozano, P.E. Jacobs Engineering Group, Inc 281-461-2300	01/17	Water Well & Pump Rehabilitation	\$ 95,000.00	Randy Hagen	BJ Alldredge
Tyler County SUD Hillister Spurger & Dam B Well Inspection and Rehabilitation	Name: Address: Phone:	Tyler County SUD 12139 FM 92 Spurger, TX 77660 409-429-3994	Name: Company: Phone:	Jerry Lovelady Tyler County SUD 409-429-0379	01/17	Well Inspection and Rehabilitation	\$ 160,000.00	Randy Hagen	BJ Alldredge
Central WC & ID, Well No. 5 Water Well & Pump Rehabilitation	Name: Address: Phone:	Central WC & ID 5307 US Hwy 69N Pollock, TX 75968 936-853-2354	Name: Company: Phone:	Wayne Rice Central WC & ID 936-853-2354	01/17	Water Well & Pump Rehabilitation	\$ 48,270.00	Randy Hagen	BJ Alldredge
City of Dayton Clayton Street Well Repair	Name: Address: Phone:	City of Dayton 117 Cook Street Dayton, TX 77535 936-258-2642	Name: Company: Phone:	Red McDaniel's City of Dayton 936-258-2642	01/17	Water Well & Pump Rehabilitation	\$ 135,660.00	Randy Hagen	BJ Alldredge
City of Henderson Well No. 14 Rehabilitation	Name: Address: Phone:	City of Henderson 400 W. Main Henderson, TX 75852 903-657-6551	Name: Company: Phone:	N/A N/A N/A	01/17	Water Well & Pump Rehabilitation	\$ 212,925.00	Randy Hagen	BJ Alldredge
Harris County WC & ID 21 Cedar Lane Well Rehabilitation	Name: Address: Phone:	Harris County WC & ID 15808 Ave. C Channelview, TX 77530 713-688-3855	Name: Company: Phone:	Tommy Hale Harris County WCID 21 713-688-3855	01/17	Water Well & Pump Rehabilitation	\$ 59,199.00	Randy Hagen	BJ Alldredge
Northgate Crossing MUD No. 2 Well No. 2 Rehabilitation	Name: Address: Phone:	Northgate Crossing MUD No. 2 9 Greenway Plaza, Ste 1100 Houston, TX 77046 713-653-5709	Name: Company: Phone:	Ricardo Rodriguez RR Engineering, LLC 281-407-5018	01/17	Water Well & Pump Rehabilitation	\$ 123,010.00	Randy Hagen	BJ Alldredge

EXHIBIT E
CONSTRUCTION SCHEDULE

Total Number of days for completion is 120 days.

EXHIBIT F
SCHEDULE OF VALUES

CONTRACTOR'S PROPOSAL
AND
ALTERNATES (if applicable)

BID SUMMARY
BID NO. 25-003

Date: 10/08/2024

PROPOSAL FROM: Weisinger Incorporated

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

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the Rehabilitation of the Water Well 3 and to perform the work required for the Rehabilitation of said Water Wells 3 Project 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:

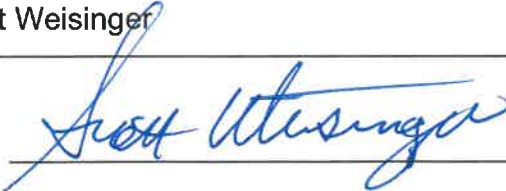
BASE PROPOSAL: Stipulated Total Bid of: (\$ 686,555.00)
Base Bid + Alternate: (\$ 930,470.00)

CALENDAR DAYS: Total number of calendar days to substantial completion is 120 days.

RECEIPT OF ADDENDA

I hereby acknowledge receipt of the following Addenda: No. 01

CONTRACTOR NAME: Scott Weisinger

CONTRACTOR SIGNATURE: 

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

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
BASE BID ITEMS					
A. GENERAL - WATER WELL NO. 3					
A-1	1	LS	Water Well No. 3. - Contractor mobilization and demobilization and delivery of service rig and all equipment, materials and personnel to and from Contractor office / yard, subcontractors and job site, including bonds, insurance, etc. Complete as specified.	17500	17500
A-2	1	LS	Provide performance and payment bonds for Water Well No. 3 Rework.	13480	13480
SUBTOTAL: A. GENERAL					30980
B. WATER WELL NO. 3					
B-1	1	LS	Conduct and submit a written test report and data for a well and well pumping equipment performance test at 3 pumping rates and discharge pressures to document the baseline field performance prior to beginning work.	1000	1000
B-2	1	LS	Remove and inspect existing well motor, well discharge head, pump column assembly and pump bowl, and provide written inspection reports, Complete as specified.	46200	46200
B-3	3	EA	Bail oil from the well and dispose of properly. Perform a well video survey of entire well depth interval and provide acceptable electronic copies, selected video images and written report of each video survey, Complete as specified.	3100	9300
B-4	1	LS	Furnish, install and remove appropriately sized steel tank(s) and temporary leak-proof discharge piping to convey water to discharge point at the well site during pumping, jetting or testing operations, plus restore land surface and grass to as good or better condition that existed prior to work, Complete as specified.	1950	1950
B-5	40	HR	Perform mechanical cleaning (wire brushing) of the 9-5/8- inch well screens, 2,430 to 2,920 feet, 462 feet of screen, Complete as specified.	340	13600
B-6	30	HR	Jet out and remove the fill material and sediment from the bottom of the well, Complete as specified.	340	10200
B-7	1	LS	Perform chlorine treatment of 9-5/8 inch well screens by inserting and agitating chlorine into 9-5/8 inch screens, 2,430 to 2,920 feet, 462 feet of screen, and jet out and neutralize chlorinated water from the well prior to discharge, Complete as specified.	20840	20840
B-8	1	LS	Perform acid treatment of 9-5/8 inch well screens using injection and agitation with a double disk surge block agitator with 15% Hydrochloric Acid with 1.5% QC-21, Napco 224 or Nu Well-310 liquid enhancer or approved equal and 2 pounds of Rodine 103 acid corrosion inhibitor or approved equal per 1,000 gallons of acid (all non-toxic for potable wells), 9-5/8 - inch screen interval 2,430 to 2,920 feet, 462 feet of screen, 2,300 gallons of HCL acid at minimum 5.0 gallons per foot of 9-5/8 - inch screen, Complete as specified.	37615	37615

City of College Station - Bid Form
25-003 Rehabilitation of Water Well No. 3
Bid Opening Tuesday, October 8, 2024

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
B-9	30	HR	Perform airlift pumping, agitation with double disk surge block agitator, and neutralization of chemicals following chemical treatment, Complete as specified.	340	10200
B-10	1	LS	Perform sonar jetting of 9-5/8 inch screen interval 2,430 to 2,920 feet, Complete as specified.	6300	6300
B-11	1	LS	Furnish new vertical turbine, line shaft, permanent pump bowl with design conditions of 2,900 gpm at 595 feet of total dynamic head (TDH) with stainless steel pump bowl shaft and bowl coupling with stainless steel collets and wear rings with new 12-inch pump suction pipe (length of 10 feet or less) and new stainless steel cone strainer, Complete as specified. Pump submittal to include 3 pump options for the owner's consideration and approval. Pumps for submittal should be selected based on the each pump's future head - capacity performance and efficiency as static head increases over time.	67090	67090
B-12	33	20-Foot Section Each	Furnish 20-foot section of new 12-inch diameter (0.375-inch wall thickness) threaded column pipe, 2-3/16-inch diameter line shaft, 1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	5800	191400
B-13	1	10-Foot Section Each	Furnish 10-foot section of new 12-inch diameter (0.375-inch wall thickness) threaded column pipe, 2-3/16-inch diameter line shaft, 1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	3040	3040
B-14	1	10-Foot Section	Furnish 10-foot section of new 12-inch diameter (0.375-inch wall thickness) top special threaded column pipe, 2-3/16-inch diameter line shaft, 3-1/2-inch diameter oil tubing, bearings and couplings, Complete as specified.	3920	3920
B-15	1	LS	Furnish and install a new 2-3/16-inch x 3-1/2-inch tension bearing, nut and plate assembly, Complete as specified.	2600	2600
B-16	34	EA	Furnish new rubber tube stabilizer for 12-inch diameter column pipe and 3-1/2-inch diameter oil tubing, Complete as specified.	35	1190
B-17	680	FT	Furnish 1/4-inch stainless steel PVC-wrapped airline and oil-filled pressure gauge, with all strapping material and fittings, Complete as specified.	4.5	3060
B-18	680	FT	Furnish 1-1/4-inch PVC water-level measuring pipe, Complete as specified.	3.5	2380
B-19	1	LS	Sandblast, steam clean, prime and paint (approved color) the existing fabricated steel well discharge head, Complete as specified.	1700	1700
B-20	1	LS	Furnish and install new 600 Hp, WP-1, 1,770 rpm, 460 volt, 3-phase premium efficient electric well motor with new combination motor drive shaft and new head shaft nut and gib keys, and any necessary electrical wiring and connections, Complete as specified.	163450	163450
B-21	1	LS	Install permanent pump bowl at 680 feet, pump column assembly, airline, water-level pipe, well discharge head and electric motor and make all pump and motor equipment operational, Complete as specified.	43800	43800
B-22	1	LS	Furnish and install a new lubricator with 3-gallon capacity reservoir, immersion heater and thermostat, solenoid and flow-regulating valve, Complete as specified.	4600	4600
B-23	1	LS	Chlorinate and disinfect the well pump and well and perform bacteriological sampling and analyses (require 3 negative bacteriological samples), Complete as specified.	5890	5890

City of College Station - Bid Form
25-003 Rehabilitation of Water Well No. 3
Bid Opening Tuesday, October 8, 2024

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
B-24	1	LS	Perform independent third party well, pump and motor performance test with vibration test and provide written report, Complete as specified.	1250	1250
B-25	1	LS	Well site restoration to restore land surface and grass to as good or better condition than existed prior to work, Complete as specified.	2500	2500
B-26	1	LS	Provide a submittal stating the anticipated pumping rate of Well No. 3 based on the Well 3 field performance testing by the Contractor (Item B-1) and the pump performance information provided in Appendix D - Factory Test of City of College Station's Spare Pump.	500	500
SUBTOTAL: B. WATER WELL NO. 3					655575
TOTAL BASE BID AMOUNT (Subtotals A. + B.)				686555	
ADDITIVE ALTERNATE BID ITEMS					
WATER WELL NO. 3 ALTERNATES					
1-A	10	HR	Contractor service rig, equipment & personnel rate, Complete, for time for additional work approved by the Owner for this project.	680	6800
2-A	50	GALS	15% Hydrochloric Acid and specified additives for acid volume more or less than specified in Item No. B-8, Complete as specified.	10	500
3-A	1	LS	Sound the depth of the gravel pack outside the top of the existing 9-inch or 10-inch diameter blank liner, Complete as specified.	1360	1360
4-A	15	FT	If needed and approved, add gravel pack outside the top of the existing 9-inch or 10-inch diameter blank liner, Complete as specified.	125	1875
5-A	4	HR	Perform specified, well specific capacity check test of well with the specified materials and equipment and provide written testing records and data, Complete as specified.	250	1000
6-A	1	LS	Furnish, install and remove Contractor's minimum 1,000 gpm temporary test pump bowl, well pumping equipment and materials, Complete as specified.	29950	29950
7-A	8	HR	Perform specified, well pumping test with the temporary test pump bowl, equipment and materials and provide written testing records and data, Complete as specified.	410	3280
8-A	1	EA	Furnish and install new cast iron pump bowl stage to meet final pump design conditions that are different than specified in Bid Item No. B-11, Complete as specified	5605	5605
9-A	1	EA	Furnish and install new ductile iron pump bowl stage to meet final pump design conditions that are different than specified in Bid Item No. B-11, Complete as specified.	5605	5606
10-A	1	LS	Machine holes in the existing well discharge head for the airline, water-level measuring pipe and any other accessories, Complete as specified.	880	880

City of College Station - Bid Form
25-003 Rehabilitation of Water Well No. 3
Bid Opening Tuesday, October 8, 2024

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
11-A	1	LS	Furnish and install new coated fabricated steel discharge head with 4 lifting lugs and correct well discharge sized for Well No. 3 and machined holes for airline, PVC pipe and any other accessories, plus a short section of new discharge piping, expansion joint and/or flange(s) to connect the new head and existing piping, if needed, Complete as specified.	18700	18700
12-A	1	LS	Recondition the existing 400 Hp electric well motor, including: electric motor inspection; steam clean, dip and bake the stator; rewind the motor stator (if needed and approved); lathe check the motor; replace the bearings; balance the motor; replace the sight glass, oil and heaters; assemble and test the motor at full voltage; include any and all required machine work; install a new combination drive shaft and gib keys; steam clean or sand blast, prime and paint the motor with a paint and paint color acceptable to the OWNER; and install the motor and make it operational, Complete as specified.	21800	21800
13-A	1	LS	If directed by the Owner, furnish, install and remove Contractor's minimum 2,600 gpm temporary pump bowl, temporary pumping equipment and materials with Contractor's minimum 500 Hp temporary electric well motor and any electrical wiring and connections, disinfect the well, and make the well and temporary well pumping equipment operational for well pumping operations, Complete as specified.	34480	34480
14-A	8	WK	Rental of the Contractor's temporary pump bowl and temporary well pumping equipment and electric well motor in Bid Item No. 13-A, Complete as specified.	2000	16000
15-A	1	LS	If directed by the Owner based on the information in Bid Items B-1 and B-26, furnish and install the City's spare pump and furnish, install and remove the Contractor's temporary 600 Hp electric well motor and any necessary electrical wiring and connections, Complete as specified.	27600	27600
16-A	8	WK	Rental of the Contractor's temporary electric well motor in Bid Item No. 15-A, Complete as specified.	7560	60480
17-A	1	LS	"If directed by owner, install new owner provided 600 Hp, WP-1, 1,770 rpm, 460 volt, 3-phase premium efficient electric well motor with contractor provided new combination motor drive shaft and new head shat nut and gib keys, and any necessary electrical wiring and connections, complete as specified".	8000	8000
ADDITIVE ALTERNATE BID ITEMS				243915	
Total Base Bid + Alternate Bid				930470	
Total Number of Completion Days				120 days	

November 25, 2024
Item No. 7.4.
SPPS Well Field Collection Line Rehab PH I Change Order #1

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a change order with Elliott Construction, LLC for \$125,800 for construction services related to the Sandy Point Pump Station Wellfield Collection Line Ph#1 Rehabilitation project.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The Sandy Point Pump Station Wellfield Collection Line Phase #1 project includes replacing an existing 30-inch wellfield collection line with a 48-inch water line near and within the Sandy Point Pump Station Water Treatment Plant. This project was approved for construction by the City Council on April 11, 2024.

Proposed change order #1 addresses increased costs related to the replacement of an existing chlorine injection vault and necessary adjustments due to a conflicting utility. During construction, it was determined that an existing chlorine injection vault was in poor condition and requires replacement to meet regulatory standards. Additionally, an unforeseen conflict with an existing Wellborn SUD water line necessitates field adjustments to ensure the proper installation of the new 48-inch water line.

Budget & Financial Summary: A total budget in the amount of \$1,400,000 is included for this project in the Water Capital Improvement Projects Fund. A total of \$953,028 has been expended and committed to date, leaving a balance of \$446,972 for this change order and related costs.

Attachments:

1. Change Order #1

CHANGE ORDER NO. 1		DATE: 10-31-2024	Contract No. 24300351																												
PO No. 24202713		PROJECT: Sandy Point Pump Station Wellfield Collection Line Rehab ITB 24-030																													
OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842			CONTRACTOR: Elliott Construction LLC PO Box 3788 Bryan, TX 77805 Ph: (979) 690-7071 Fax:																												
PURPOSE OF THIS CHANGE ORDER: Replacement of the existing chlorine injection vault, which was deemed inadequate for reuse, installation of valves for the relocation of a 10" water line, correction of discrepancies in the bid sheet, and additional 48" pipe required to connect to the existing water line.																															
ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST																									
CO 1.4	LS	POUR 7'X7'X15' BLEACH INJECTION VAULT IN PLACE (REUSE EXISTING TOP WITH LID) AND HAUL OFF THE EXISTING	\$24,400.00	0	1	\$24,400.00																									
CO 1.1	LS	CUT IN 2-10" GATE VALVES TO ISOLATE LINE, REMOVE AND REPLACE 80' OF 10" C900, RECONNECT EACH END	\$32,200.00	0	1	\$32,200.00																									
CO 1.2	EA	48" 22.5 BEND (SHOWN IN PLANS & MISSED IN ITEMS)	\$25,000.00	0	1	\$25,000.00																									
CO 1.3	EA	48" 45 BEND (SHOWN IN PLANS & MISSED IN ITEMS)	\$25,000.00	0	1	\$25,000.00																									
CO 1.5	LF	48" DUCTILE IRON PIPING	\$1,600.00	264	276	\$19,200.00																									
					TOTAL	\$125,800.00																									
THE NET AFFECT OF THIS CHANGE ORDER IS 14.55 % INCREASE																															
<table style="width:100%; border: none;"> <tr> <td style="width:50%;">ORIGINAL CONTRACT AMOUNT</td> <td style="width:10%; text-align: right;">\$864,440.00</td> <td style="width:40%;"></td> </tr> <tr> <td>CHANGE ORDER NO. 1</td> <td style="text-align: right;">\$125,800.00</td> <td>14.55% % CHANGE</td> </tr> <tr> <td>CHANGE ORDER NO. 2</td> <td></td> <td>0.00% % CHANGE</td> </tr> <tr> <td>REVISED CONTRACT AMOUNT</td> <td style="text-align: right; border-top: 1px solid black;">\$990,240.00</td> <td>14.55% % TOTAL CHANGE</td> </tr> </table> <table style="width:100%; border: none;"> <tr> <td style="width:50%;">ORIGINAL CONTRACT TIME</td> <td style="width:10%;"></td> <td style="width:40%; text-align: right;">Days</td> </tr> <tr> <td>Time Extension No. 1</td> <td></td> <td style="text-align: right;">Days</td> </tr> <tr> <td>Revised Contract Time</td> <td style="text-align: right; border-top: 1px solid black;">0</td> <td style="text-align: right;">Days</td> </tr> </table> <table style="width:100%; border: none;"> <tr> <td style="width:50%;">SUBSTANTIAL COMPLETION DATE</td> <td style="width:50%;"></td> </tr> <tr> <td>REVISED SUBSTANTIAL COMPLETION DATE</td> <td></td> </tr> </table>							ORIGINAL CONTRACT AMOUNT	\$864,440.00		CHANGE ORDER NO. 1	\$125,800.00	14.55% % CHANGE	CHANGE ORDER NO. 2		0.00% % CHANGE	REVISED CONTRACT AMOUNT	\$990,240.00	14.55% % TOTAL CHANGE	ORIGINAL CONTRACT TIME		Days	Time Extension No. 1		Days	Revised Contract Time	0	Days	SUBSTANTIAL COMPLETION DATE		REVISED SUBSTANTIAL COMPLETION DATE	
ORIGINAL CONTRACT AMOUNT	\$864,440.00																														
CHANGE ORDER NO. 1	\$125,800.00	14.55% % CHANGE																													
CHANGE ORDER NO. 2		0.00% % CHANGE																													
REVISED CONTRACT AMOUNT	\$990,240.00	14.55% % TOTAL CHANGE																													
ORIGINAL CONTRACT TIME		Days																													
Time Extension No. 1		Days																													
Revised Contract Time	0	Days																													
SUBSTANTIAL COMPLETION DATE																															
REVISED SUBSTANTIAL COMPLETION DATE																															
<table style="width:100%; border: none;"> <tr> <td colspan="2">APPROVED</td> </tr> <tr> <td style="width:50%; vertical-align: top;"> <u>Ben Elliott</u> 10/31/2024 CONSTRUCTION CONTRACTOR Date <u>Alan Gibbs</u> 11/4/2024 PROJECT MANAGER Date </td> <td style="width:50%; vertical-align: top;"> <u>Gary Meekler</u> 11/19/2024 DEPARTMENT DIRECTOR Date <u>Jim Enste</u> 11/19/2024 ASST CITY MGR - CFO Date <u>John A. Haislet</u> 11/19/2024 CITY ATTORNEY Date _____ CITY MANAGER Date </td> </tr> </table>							APPROVED		<u>Ben Elliott</u> 10/31/2024 CONSTRUCTION CONTRACTOR Date <u>Alan Gibbs</u> 11/4/2024 PROJECT MANAGER Date	<u>Gary Meekler</u> 11/19/2024 DEPARTMENT DIRECTOR Date <u>Jim Enste</u> 11/19/2024 ASST CITY MGR - CFO Date <u>John A. Haislet</u> 11/19/2024 CITY ATTORNEY Date _____ CITY MANAGER Date																					
APPROVED																															
<u>Ben Elliott</u> 10/31/2024 CONSTRUCTION CONTRACTOR Date <u>Alan Gibbs</u> 11/4/2024 PROJECT MANAGER Date	<u>Gary Meekler</u> 11/19/2024 DEPARTMENT DIRECTOR Date <u>Jim Enste</u> 11/19/2024 ASST CITY MGR - CFO Date <u>John A. Haislet</u> 11/19/2024 CITY ATTORNEY Date _____ CITY MANAGER Date																														

ELLIOTT CONSTRUCTION, LLC
P.O. BOX 510 WELLBORN, TX. 77881

CITY OF COLLEGE STATION
1101 TEXAS AVE.
COLLEGE STATION, TX. 77842

August 13, 2024

SANDY POINT PUMP STATION WELLFIELD COLLECTION LINE

CHANGE ORDER # 1

NO.	DESCRIPTION	QTY	UN	UNIT PRICE	AMOUNT
1	CUT IN 2-10" GATE VALVES TO ISOLATE LINE, REMOVE AND REPLACE 80' OF 10" C900, RECONNECT EACH END	1	LS	\$32,200.00	\$32,200.00
2	48" 22.5 BEND (SHOWN IN PLANS & MISSED IN ITEMS)	1	EA	\$25,000.00	\$25,000.00
3	48" 45 BEND (SHOWN IN PLANS & MISSED IN ITEMS)	1	EA	\$25,000.00	\$25,000.00
				TOTAL	\$82,200.00

ELLIOTT CONSTRUCTION, LLC
P.O. BOX 510 WELLBORN, TX. 77881

CITY OF COLLEGE STATION
1101 TEXAS AVE.
COLLEGE STATION, TX. 77842

September 27, 2024

SANDY POINT PUMP STATION WELLFIELD COLLECTION LINE

CHANGE ORDER # 2

NO.	DESCRIPTION	QTY	UN	UNIT PRICE	AMOUNT
1	POUR 7'X7'X15' BLEACH INJECTION VAULT IN PLACE (REUSE EXISTING TOP WITH LID) AND HAUL OFF THE EXISTING	1	LS	\$24,400.00	\$24,400.00
				TOTAL	\$24,400.00

From: [Ben Elliott](#)
To: [Ramiro Martinez](#)
Cc: [Emily Lopez](#)
Subject: RE: SPPS Wellfield collection Phase 1 - Pricing
Date: Tuesday, October 29, 2024 9:54:32 AM

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

No problem, I was going to get with yall today on something else. We also ended up having to get another stick of 48" ductile to finish also. The line ended up being 12 feet longer than the bid item has. Is this something you want to add to this CO? So, with the bid price at 1600.00 a LF it would be a 19,200.00 add.

Ben Elliott

Elliott Construction LLC
O-(979)690-7071
C-(979)255-1064

From: Ramiro Martinez <rmartinez@cstx.gov>
Sent: Tuesday, October 29, 2024 9:34 AM
To: Ben Elliott <ben@elliottcon.net>
Cc: Emily Lopez <elopez@cstx.gov>
Subject: RE: SPPS Wellfield collection Phase 1 - Pricing

Hey Ben,
Sorry its taken so long to get back to you on this, its been a rough couple of weeks.
See attached change order form.
I haven't include anything for the conduit and cable run for the ultrasonic sensor. If you are good with it we can do it as a separate change order, let me know and I'll go ahead and route this one.
This one will need to go to council.

Thanks,
Ramiro Martinez

From: Ben Elliott <ben@elliottcon.net>
Sent: Wednesday, October 9, 2024 11:44 AM
To: Ramiro Martinez <rmartinez@cstx.gov>
Subject: RE: SPPS Wellfield collection Phase 1 - Pricing

***** This is an email from an EXTERNAL source. DO NOT click links or open

attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Not sure what went on there. It's the 24,400

Ben Elliott

Elliott Construction LLC
O-(979)690-7071
C-(979)255-1064

From: Ramiro Martinez <rmartinez@cstx.gov>
Sent: Wednesday, October 9, 2024 10:14 AM
To: Ben Elliott <ben@elliottcon.net>
Subject: RE: SPPS Wellfield collection Phase 1 - Pricing

Is its \$24,400 or \$32,200 for the poured in place vault?

Thanks,
Ramiro

From: Ben Elliott <ben@elliottcon.net>
Sent: Friday, September 27, 2024 7:50 AM
To: Ramiro Martinez <rmartinez@cstx.gov>
Subject: RE: SPPS Wellfield collection Phase 1 - Pricing

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Ramiro, after looking at these sections closer we think it would be best to pour a new vault. This is a price to pour a new one. Let me know your thoughts

Ben Elliott

Elliott Construction LLC
O-(979)690-7071
C-(979)255-1064

From: Ramiro Martinez <rmartinez@cstx.gov>
Sent: Tuesday, September 24, 2024 1:16 PM
To: Ben Elliott <ben@elliottcon.net>
Subject: RE: SPPS Wellfield collection Phase 1 - Pricing

I think the majority of the box is good, but the portion of the box that has the pipe notch cut

out, we probably need to replace that portion of the box (see picture attached). Its got a pretty good crack at the crest. Also the ladder also needs to be replaced.

From: Ben Elliott <ben@elliottcon.net>
Sent: Tuesday, September 24, 2024 10:55 AM
To: Ramiro Martinez <rmartinez@cstx.gov>
Subject: RE: SPPS Wellfield collection Phase 1 - Pricing

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

So, we were able to pull the old one out in good enough shape to where we think we can reuse it. Does the city want to go take a look at it and determine if its something they would want to reuse?

Ben Elliott
Elliott Construction LLC
O-(979)690-7071
C-(979)255-1064

From: Ramiro Martinez <rmartinez@cstx.gov>
Sent: Tuesday, September 24, 2024 10:07 AM
To: Ben Elliott <ben@elliottcon.net>
Subject: SPPS Wellfield collection Phase 1 - Pricing

Hey Ben,

Do you have pricing for replacing the bleach injection vault?

Thanks,
Ramiro



MEMORANDUM

DATE: November 7, 2024
TO: Impact Fee Advisory Committee
FROM: Carol Cotter, P.E., City Engineer
SUBJECT: Semi-Annual Report - System-Wide Impact Fees for Water, Wastewater, and Roadway

The City of College Station adopted “System-Wide” Impact Fees for water, wastewater, and roadways in the latter part of 2016. In accordance with Texas Local Government Code, the 5-year update was completed on November 22, 2021. Revised land use assumptions and capital improvements plans were adopted including resultant maximum assessable rates and associated collection rates. In July of last year, residential impact fee collection rates were amended to provide for annual increases to water and roadway impact fees, beginning January 1, 2024 and again on January 1st of 2025 and 2026.

Texas Local Government Code requires Semi-Annual Reporting to monitor the progress of impact fees and to determine if an update to the fee study is necessary before the statutory five-year requirement. Other than the programmed increase to the collection rates, there have been no major changes in the water, wastewater, or roadway impact fee programs during this reporting period. This report documents the period of April 1, 2024 to September 30, 2024 and includes a summary of the utility and roadway impact fees collected, transferred, and available for capital improvement projects. It also lists ongoing capital improvement projects partially funded by impact fee revenues.

Staff recommends that the Impact Fee Advisory Committee accept this report and forward to City Council for their update.

Impact Fee Advisory Committee (IFAC)

The City of College Station Code of Ordinances Chapter 107, Impact Fees, designates the Planning and Zoning Commission as the Impact Fee Advisory Committee (IFAC). Additional ad hoc members were appointed for the update process. The role of the IFAC is to:

1. Advise and assist the City in adopting Land Use Assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

System-Wide Impact Fees

System-wide impact fees for water and wastewater were adopted September 22, 2016, with roadway impact fees following on November 10, 2016. Maximum assessable rates were adopted, and reduced collection rates implemented. Water and wastewater fees were phased in, starting at 50% of the collection rate the first year with full collection rates the following year. Roadway impact fees were phased in, beginning with zero fee collection in year one and 50% in year two. Full implementation of the initial collection rates occurred in December 2018.

The statutory 5-year update of the water, wastewater and roadway impact fee programs was completed November 22, 2021. Amendments to the land use assumptions and capital improvements plans were adopted, including resultant maximum assessable rates and associated collection rates, and became effective on January 1, 2022. The collection rate for residential developments was increased by 10% from the previous rates and became effective March 1, 2022. The service area for roadway impact fees remained unchanged, bounded by the city limits. Service areas for system-wide water and wastewater impact fees were adjusted to respective services areas within the city limits, removing areas of the City's extra-territorial jurisdiction (ETJ). In July of last year, residential impact fee collection rates were amended to provide for annual increases to water and roadway impact fees beginning January 1, 2024 and again on January 1st of 2025 and 2026. The amendments have been incorporated in the semi-annual report.

Status of the impact fee programs are presented in the following tables.

Impact Fee Program Overview

Impact Fee	Adopted Max Rate	Collection Rate per Service Unit*		Total Estimated Capital Costs	Recoverable Costs at Max Rate (2021 – 2031)	Recoverable Cost at Collection Rate (2021-2031) **
		Res	Non-Res			
Water	\$3,877	\$1,950	\$500	\$67,722,554	\$54,457,437	\$11.8M
Wastewater	\$5,572	\$3,300	\$3,000	\$189,748,166	\$71,917,188	\$24.2M

Roadway A	\$499	\$499	\$80	\$13,915,012	\$9,052,650	\$3.4M
Roadway B	\$1,261	\$897	\$80	\$48,390,353	\$20,114,165	\$5.9M
Roadway C	\$2,127	\$897	\$80	\$78,250,564	\$25,687,488	\$8.9M
Roadway D	\$3,452	\$897	\$80	\$74,492,580	\$57,399,762	\$5.7M
Roadway Totals				\$215,048,509	\$112,254,065	\$23.7M

* Refer to Collection Rate Adjustment Schedule table for programmed collection rates.

** Recoverable costs include programmed collection rate adjustments.

Collection Rate Adjustment Schedule

Impact Fee	Collection Rate Per Service Unit		
	Residential		Non-Residential
	2025	2026	
Water	\$2,150	\$2,325	\$500
Wastewater	\$3,300	\$3,300	\$3,000
Roadway A	\$499	\$499	\$80
Roadway B	\$1,163*	\$1,261*	\$80
Roadway C	\$1,163	\$1,514	\$80
Roadway D	\$1,163	\$1,514	\$80

* For properties platted prior to January 1, 2022, the collection rate is limited to the 2016 maximum assessable rate of \$1,072.

Impact fee revenues collected since the initial adoption of system-wide impact fees in 2016 are provided by fiscal year in the table below. Amounts collected for this six (6) month reporting period from April 1, 2024 through September 30, 2024 are also provided.

Impact Fee Revenues

Impact Fee	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY24 2 nd 6 Month Reporting Period	Total Impact Fees Collected
Water	\$45,075	\$339,325	\$335,400	\$381,880	\$420,200	\$474,025	\$328,370	\$570,640	\$425,240	\$2,894,915
Wastewater	\$155,475	\$1,606,025	\$1,575,150	\$1,666,800	\$2,243,700	\$2,333,880	\$1,725,705	\$1,704,720	\$918,180	\$13,011,455
Roadway A	\$0	\$40,893	\$81,193	\$123,327	\$117,261	\$454,618	\$142,401	\$90,148	\$26,075	\$1,049,841
Roadway B	\$0	\$32,671	\$80,625	\$427,118	\$538,988	\$494,585	\$316,257	\$974,038	\$818,429	\$2,864,282
Roadway C	\$0	\$156,540	\$391,243	\$186,979	\$194,634	\$255,872	\$205,679	\$423,207	\$239,740	\$1,814,154
Roadway D	\$0	\$33,000	\$150,526	\$79,161	\$85,404	\$288,661	\$229,382	\$47,212	\$37,100	\$913,346
Roadway Totals	\$0	\$263,104	\$703,587	\$816,585	\$936,287	\$1,493,736	\$893,719	\$1,534,605	\$1,121,344	\$6,641,623

Impact Fee Capital Improvement Plan Implementation as of September 30, 2024

Impact Fee	Impact Fees Allocated	Developer Constructed (Estimated)	City Funded	Total Capital Project Expenditures
Water	\$2,696,085	\$120,000	\$31,764,042	\$34,580,127
Wastewater	\$12,113,956	\$690,000	\$74,111,441	\$86,915,397
Roadway A	\$767,500	\$0	\$445,858	\$1,213,358
Roadway B	\$617,500	\$0	\$29,654,763	\$30,272,263
Roadway C	\$1,193,333	\$77,667	\$41,695,859	\$42,966,859
Roadway D	\$767,500	\$777,500	\$10,493,820	\$12,038,820
Roadway Totals	\$3,345,833	\$855,167	\$82,290,300	\$86,491,300

The impact fee revenues are being utilized to aid in funding a number of the impact fee capital improvement projects. Impact fees may only be spent on eligible projects identified in the respective impact fee capital improvement plans and are then further restricted to the specific zones for roadway impact fees. The projects that have received impact fee funding are listed as follows.

Capital Projects Receiving Impact Fee Allocation

Water Impact Fee Projects:

- Well #9 and Collection Line (Project F)
- SH 6 Water Line Phases 1 and 2 (Project N)
- SH 6 Water Line Phase 3 (Project O)
- 2021 Impact Fee Study (Project R)

Wastewater Impact Fee Projects:

- Lick Creek Trunk Line (Project C)
- Northeast Trunk Line Phases 1 and 2 (Project E)
- Carters Creek Diversion Lift Station Phase 1 (Project M)
- Lick Creek WWTP Phase 1 Expansion (Project N)
- 2021 Impact Fee Update (Project O)

Roadway Impact Fee Projects:

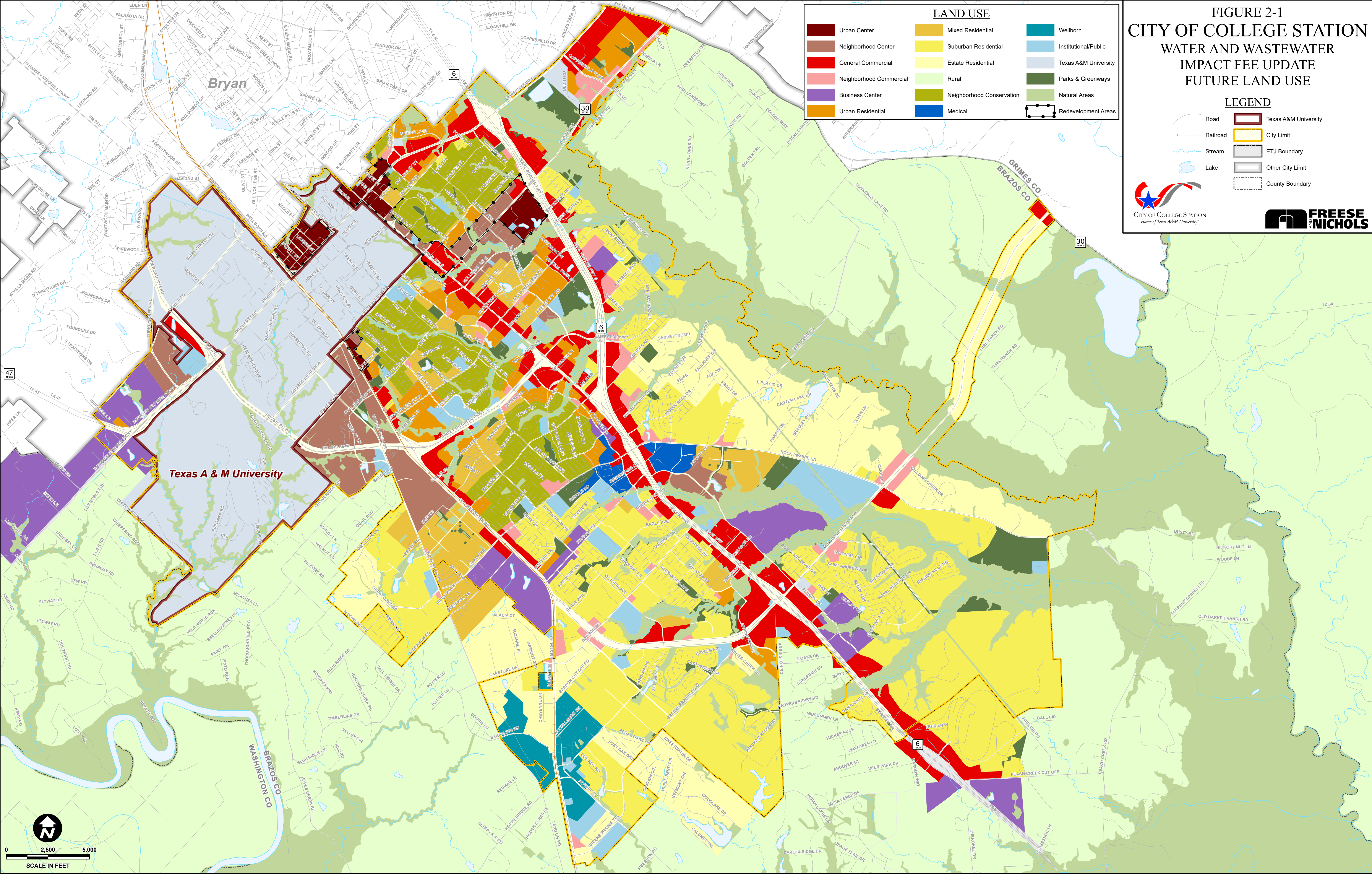
- Zones A and D - Rock Prairie Road from SH 6 to Stonebrook Drive (Project A-5/D-1)
- Zones A and D - Rock Prairie Road from Stonebrook Drive to Town Lake Drive (Project A-6/D-2)
- Zones B and C - Rock Prairie Road W from 715' west of Towers Parkway to Wellborn Road (Project B-3/C-1)
- Zone C - Capstone Drive from 1,265' west of Wellborn Road to Wellborn Road (Project C-4)
- Zone C - Barron Road from Wellborn Road to WS Phillips Parkway (Project C-5)
- Impact Fee Study (all Zones)

Recommendation:

Staff recommends that the Impact Fee Advisory Committee accept this report and forward to City Council for their update.

Attachments:

1. Future Land Use Map
2. Service Area Maps - Water, Wastewater, and Roadway
3. Status of the Impact Fee Capital Improvements Plans – Water, Wastewater, and Roadway



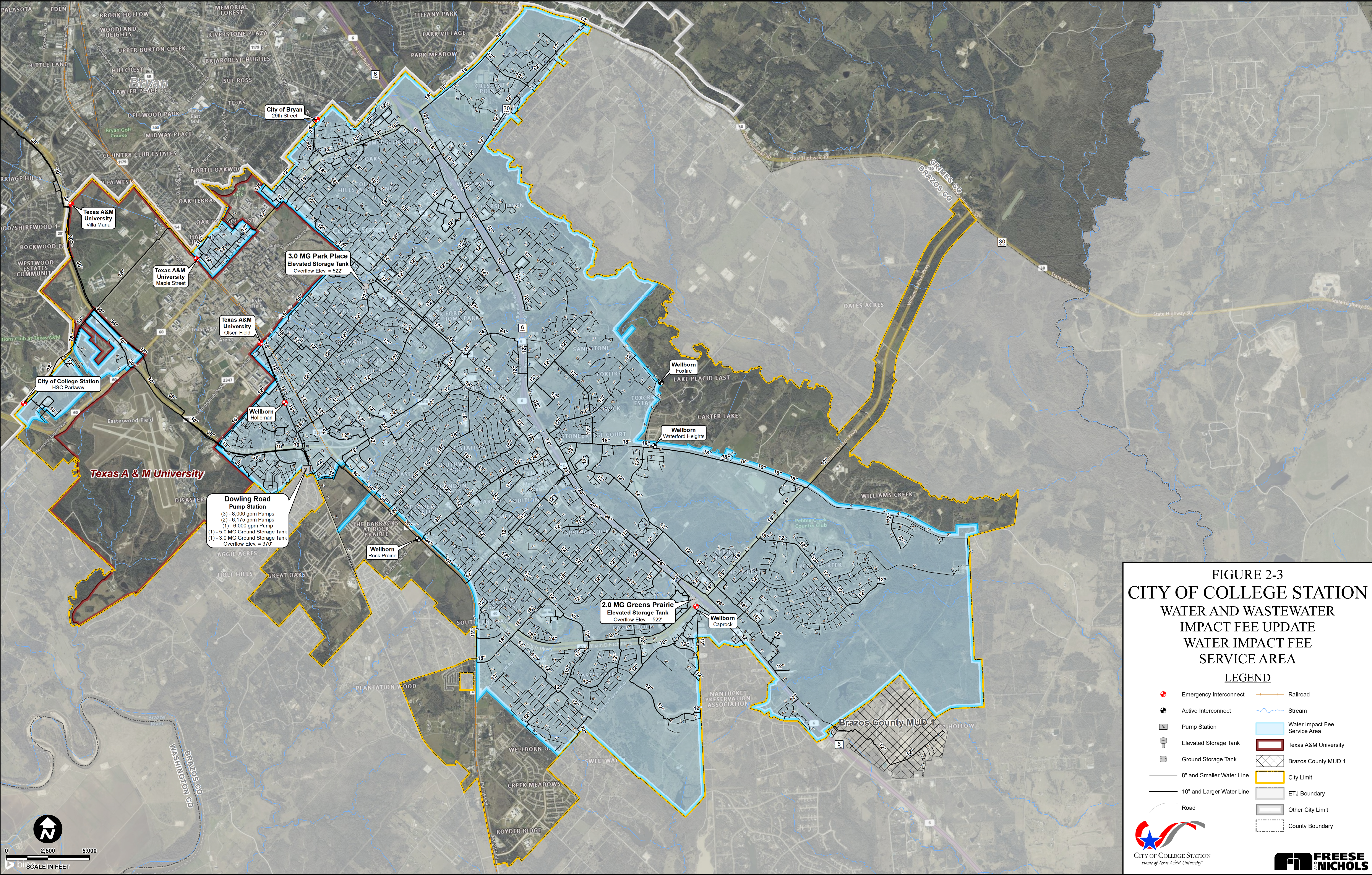


FIGURE 2-3
CITY OF COLLEGE STATION
WATER AND WASTEWATER
IMPACT FEE UPDATE
WATER IMPACT FEE
SERVICE AREA

LEGEND

- | | | | |
|--|------------------------|--|-------------------------------|
| | Emergency Interconnect | | Railroad |
| | Active Interconnect | | Stream |
| | Pump Station | | Water Impact Fee Service Area |
| | Elevated Storage Tank | | Texas A&M University |
| | Ground Storage Tank | | Brazos County MUD 1 |
| | 8\"/> | | City Limit |
| | 10\"/> | | ETJ Boundary |
| | Road | | Other City Limit |
| | | | County Boundary |



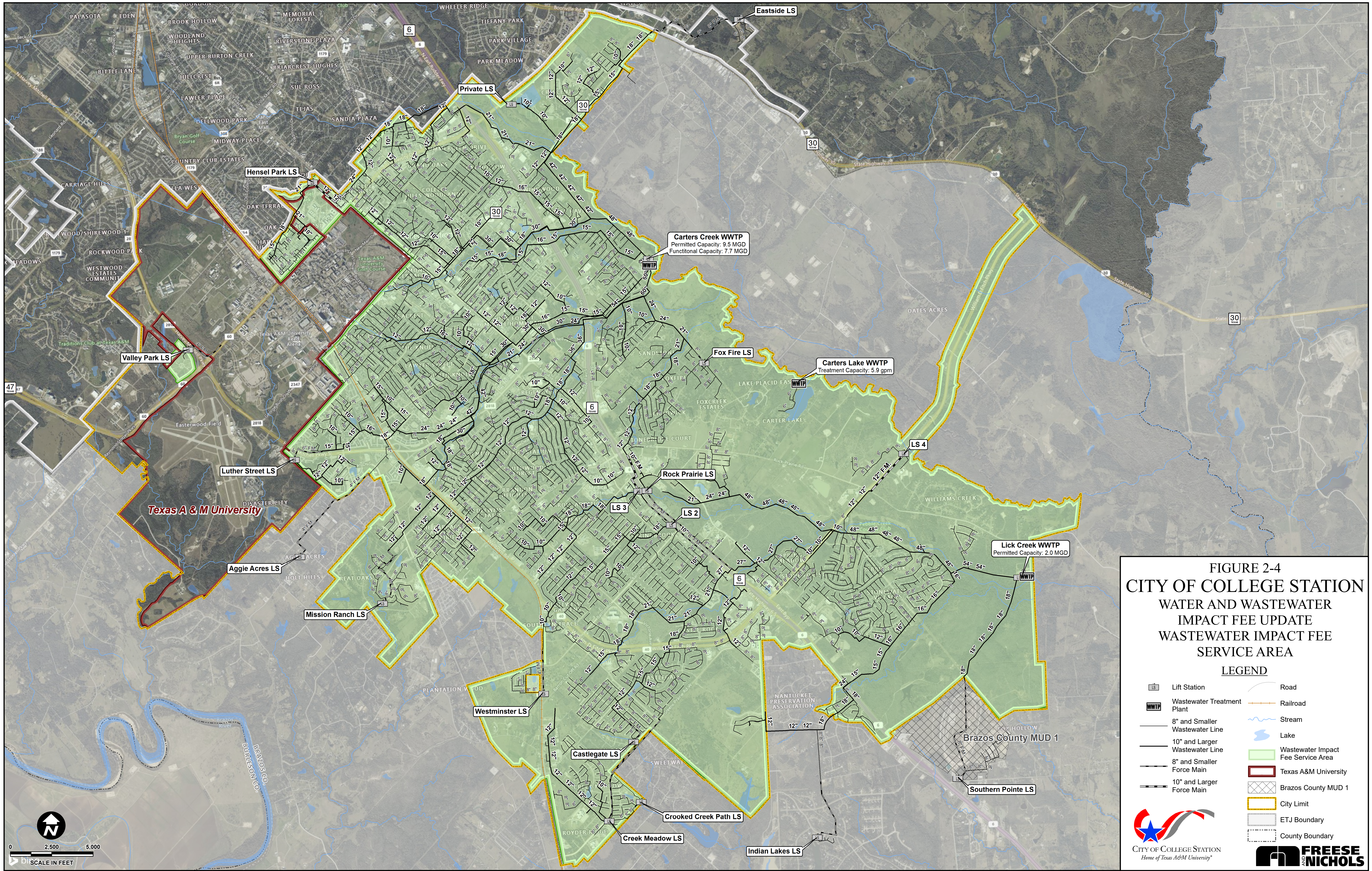
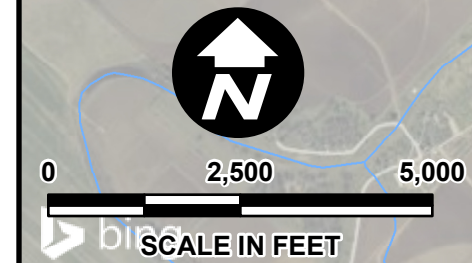
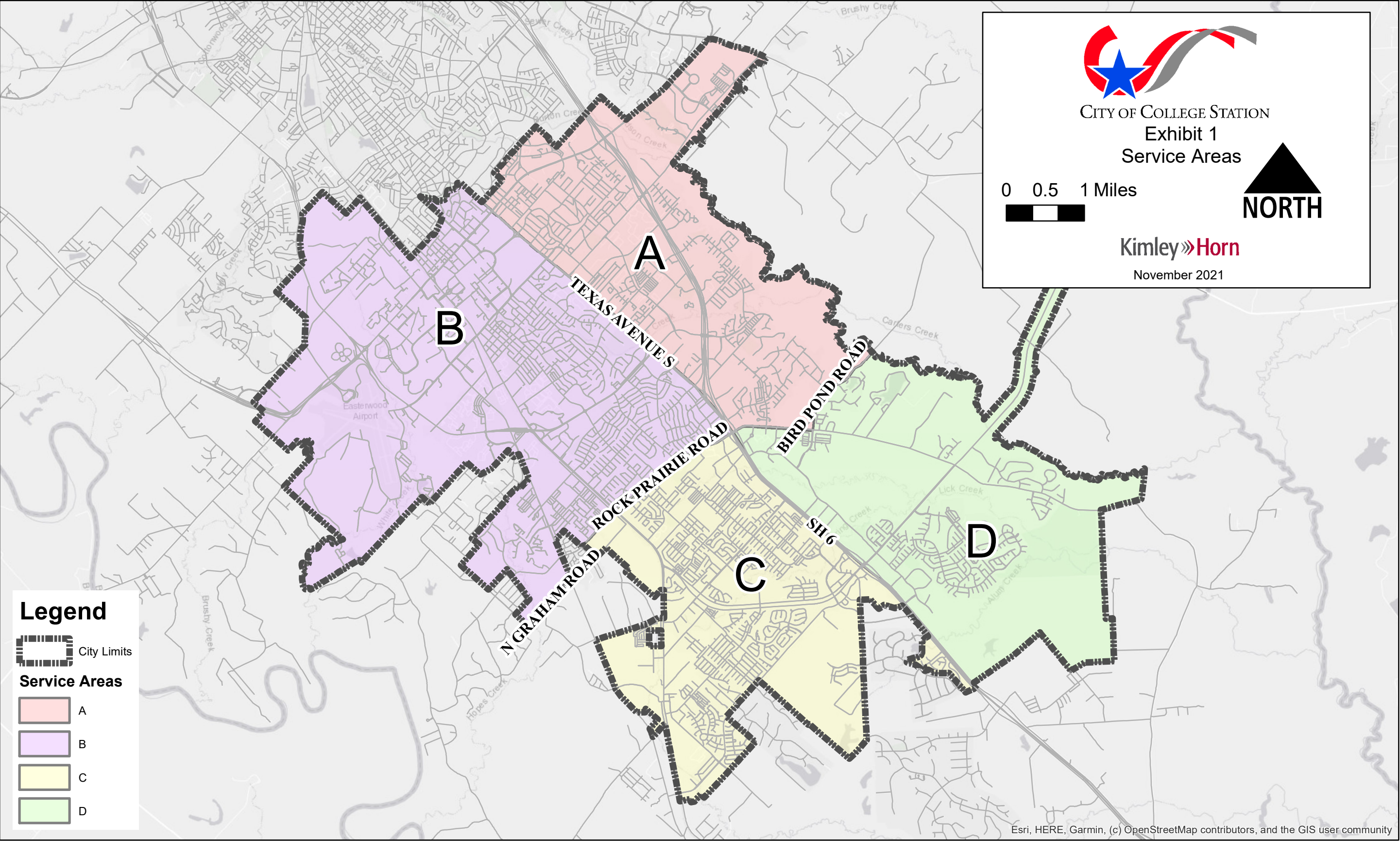


FIGURE 2-4
CITY OF COLLEGE STATION
WATER AND WASTEWATER
IMPACT FEE UPDATE
WASTEWATER IMPACT FEE
SERVICE AREA

LEGEND

- | | | | |
|--|--------------------------------|--|------------------------------------|
| | Lift Station | | Road |
| | Wastewater Treatment Plant | | Railroad |
| | 8" and Smaller Wastewater Line | | Stream |
| | 10" and Larger Wastewater Line | | Lake |
| | 8" and Smaller Force Main | | Wastewater Impact Fee Service Area |
| | 10" and Larger Force Main | | Texas A & M University |
| | | | Brazos County MUD 1 |
| | | | City Limit |
| | | | ETJ Boundary |
| | | | County Boundary |



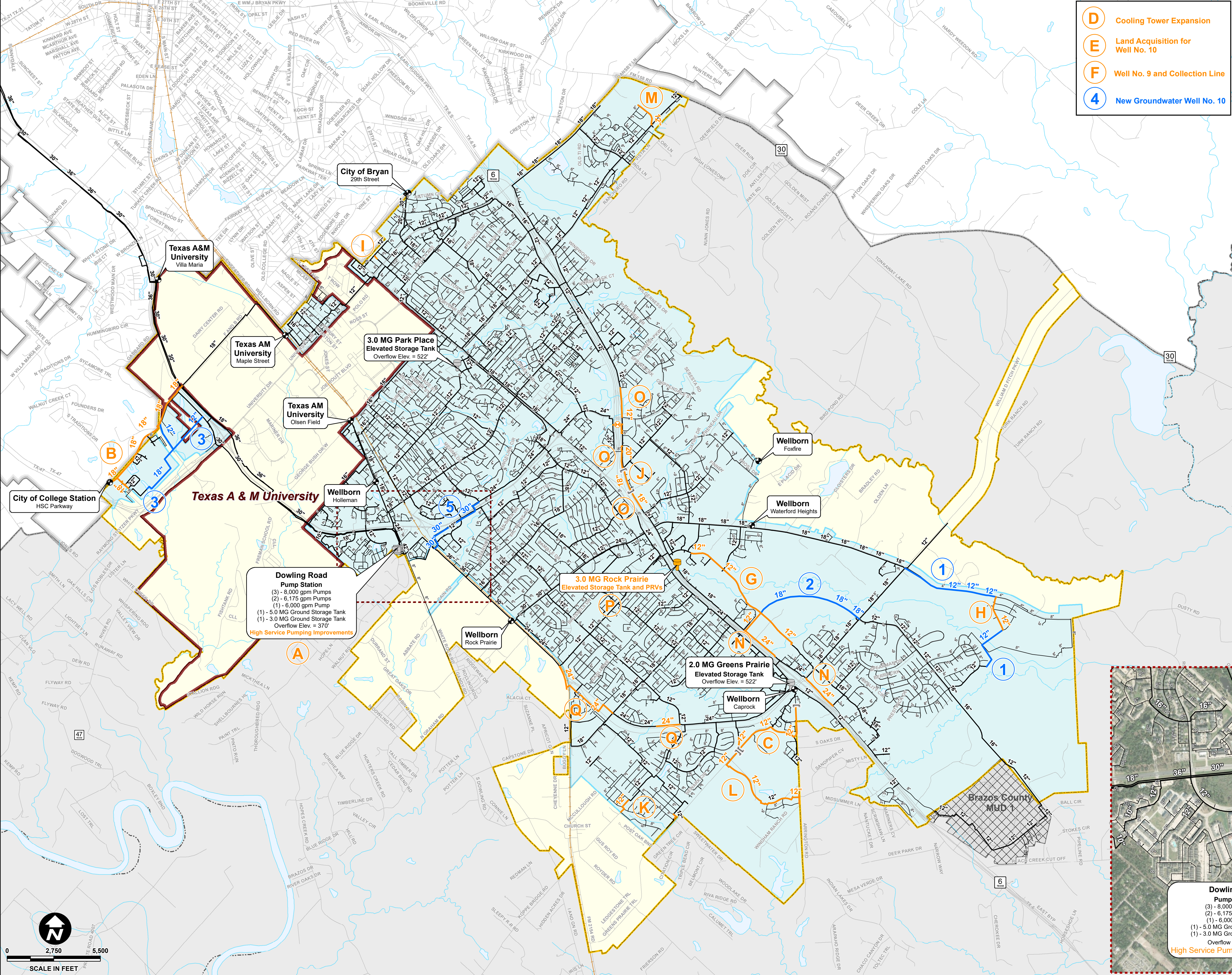


Water Impact Fees Capital Improvement Plan

Semi-Annual Impact Fee Report: April 2024 - September 2024

Project ID	Description of Project ⁽¹⁾	Project Cost	Project Status as of September 2024
A	High Service Pumping Improvements	\$ 3,597,227	Complete
B	BioCorridor Water Line	\$ 998,884	Complete
C	Area 2 Water Line Extension	\$ 1,000,000	Complete
D	Cooling Tower Expansion	\$ 3,795,667	Complete
E	Well No. 10 Land Acquisition	\$ 1,048,633	Complete
F	Well No. 9 and Collection Line	\$ 7,623,202	Complete
G	Midtown Drive 12-inch Water Line	\$ 920,000	Complete
H	The Crossing at Lick Creek Phase 1 - 3 Oversize Participation	\$ 45,233	Complete
I	Embassy Suites Water Line Oversize Participation	\$ 15,030	Complete
J	Brazos Valley Auto Complex Oversize Participation	\$ 84,791	Complete
K	Castlegate II Oversize Participation	\$ 50,871	Complete
L	Greens Prairie Oversize Participation	\$ 96,498	Complete
M	Summit Crossing Phase 3A Oversize Participation	\$ 32,550	Complete
N	SH 6 Water Line Phase 1 and 2	\$ 1,036,568	Complete
O	SH 6 Water Line Phase 3	\$ 3,050,000	Complete
P	3.0 MG Elevated Storage Tank and Pressure Reducing Valves	\$ 8,690,000	Complete
Q	SH 40 Water Line Phase 1 and 2	\$ 4,200,000	In Design
R	2021 Impact Fee Study	\$ 150,000	Complete
1	New and Replacement 12-inch Rock Prairie Road Water Line	\$ 2,289,500	Future
2	New 18-Inch Midtown Business Center Water Line	\$ 2,796,400	Future
3	BioCorridor Water Line Improvements	\$ 2,741,200	Future
4	Water Supply Well No. 10	\$ 19,223,900	In Design
5	Harvey Mitchel Parkway Water Line Replacement	\$ 4,236,400	Future

⁽¹⁾Oversize participation projects include only the portion of costs paid for by the City



- D** Cooling Tower Expansion
- E** Land Acquisition for Well No. 10
- F** Well No. 9 and Collection Line
- 4** New Groundwater Well No. 10

FIGURE 3-1
CITY OF COLLEGE STATION
WATER IMPACT FEE UPDATE
CAPITAL IMPROVEMENTS PLAN

LEGEND

Impact Fee Eligible Project

- Water Line
- Pressure Relief Valve
- Water Tank
- Water Line

Ongoing/Recently Completed Improvements

- Interconnect
- Elevated
- Ground
- Pump Station
- 8" and Smaller Water Line
- 10" and Larger Water Line

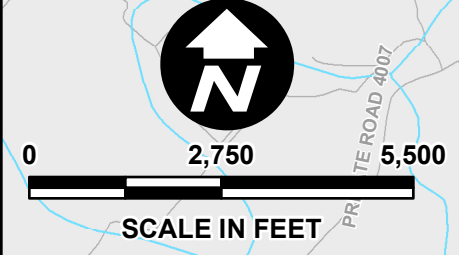
Existing Water System

- Road
- Railroad
- Stream
- Lake
- Water Impact Fee Service Area
- Brazos County MUD 1
- Texas A&M University
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary

FREESE NICHOLS

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

The timing of projects shown is subject to change based on development patterns. The utility alignments shown in this figure are for illustration purposes only and do not set the alignments. The alignment of each utility will be determined at the time of the engineering design.



Wastewater Impact Fees Capital Improvement Plan

Semi-Annual Impact Fee Report: April 2024 - September 2024

Project ID	Description of Project ⁽¹⁾	Project Cost	Project Status as of September 2024
A	Royder/Live Oak Sewer Service	\$ 1,691,256	Complete
B	Bee Creek Interceptor Phase 1 and 2	\$ 8,472,421	Complete
C	Lick Creek Trunk Line	\$ 14,020,058	Complete
D	Medical District Trunk Line Phase 1 (Participation Agreement)	\$ 1,770,375	Complete
E	Northeast Trunk Line Phase 1 and 2	\$ 6,558,738	Complete
F	Southwood Valley Trunk Line Phase 1	\$ 1,518,488	Complete
G	18-Inch Harvey Road Gravity Line	\$ 188,790	Complete
H	Creek Meadows Lift Station Upsizing and Force Main	\$ 212,587	Complete
I	Nagle Street Student Housing Oversize Participation	\$ 26,854	Complete
J	Bee Creek Interceptor Phase 3	\$ 3,900,000	Under Construction
K	Medical District Trunk Line Phase 2 and 3	\$ 3,250,000	Phase 2: In Design; Phase 3: In Design
L	Northeast Trunk Line Phase 3 and 4	\$ 13,861,000	Phase 3: In Design; Phase 4: In Design
M	Carters Creek Diversion Lift Station Phase 1	\$ 13,900,000	Under Construction
N	Lick Creek WWTP Phase 1 Expansion	\$ 39,014,049	Complete
O	2021 Impact Fee Update	\$ 174,150	Complete
1	15/18/24/30/36-inch Southwood Valley Interceptor Phase 2	\$ 7,314,800	Programmed
2	18/21/24-Inch Bee Creek Trunk Line Phase 4	\$ 5,357,800	Future
3	18/21-Inch Alum Creek Sewer Trunk Line	\$ 11,136,600	In Design
4	8-Inch Creek Meadows Force Main Re-Routed to Alum Creek Trunk Line	\$ 2,517,900	Future
5	Lick Creek WWTP Phase 2 Expansion (to 8.0 MGD)	\$ 49,946,000	Future
6	21/24-Inch Harvey Road Replacement Gravity Line	\$ 4,916,300	Future

⁽¹⁾Oversize participation projects include only the portion of costs paid for by the City.

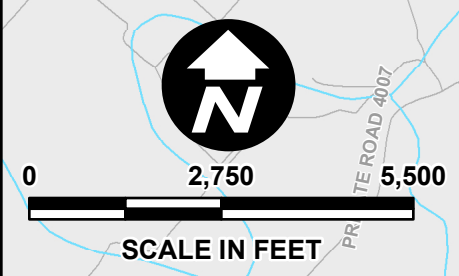
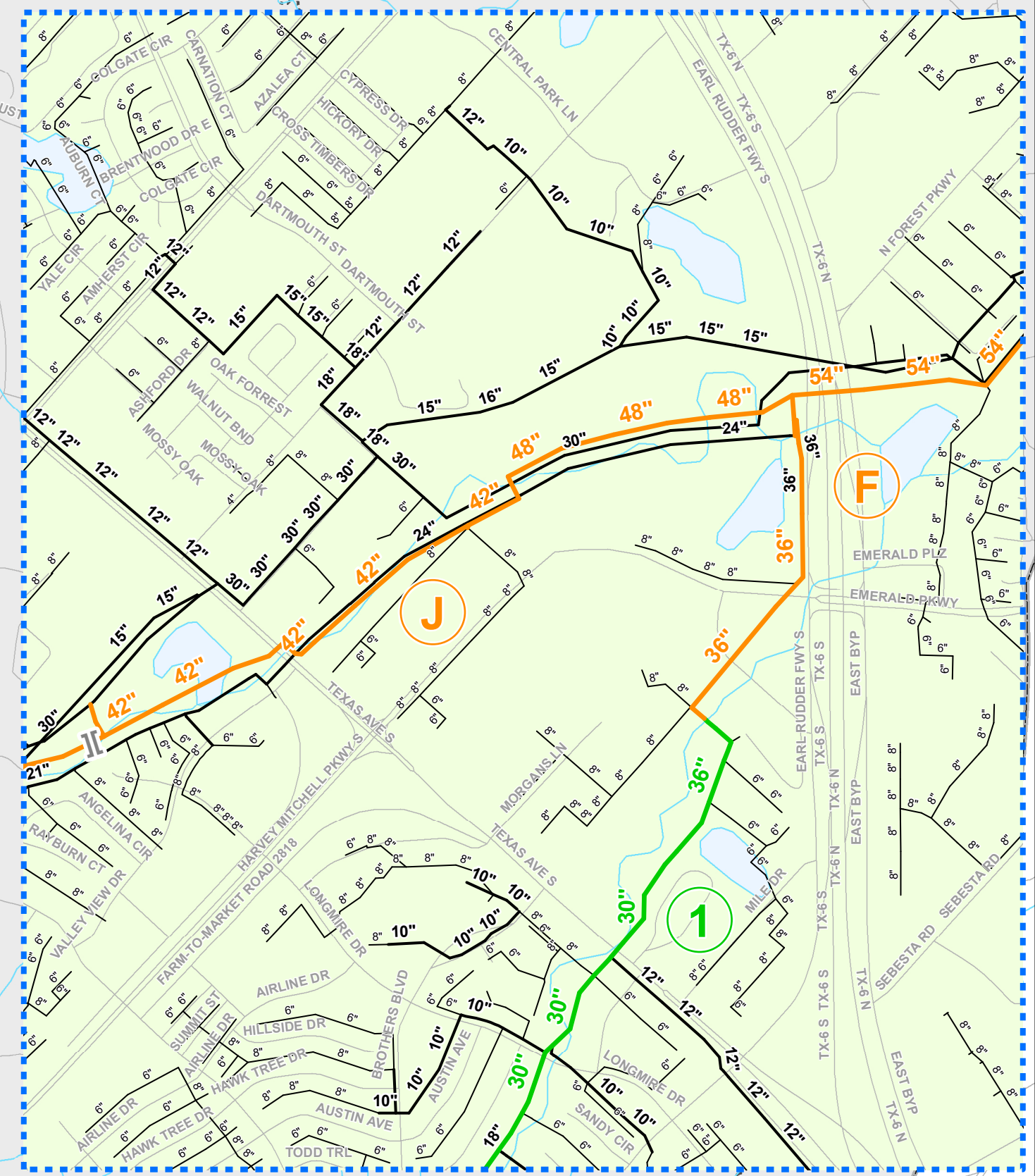
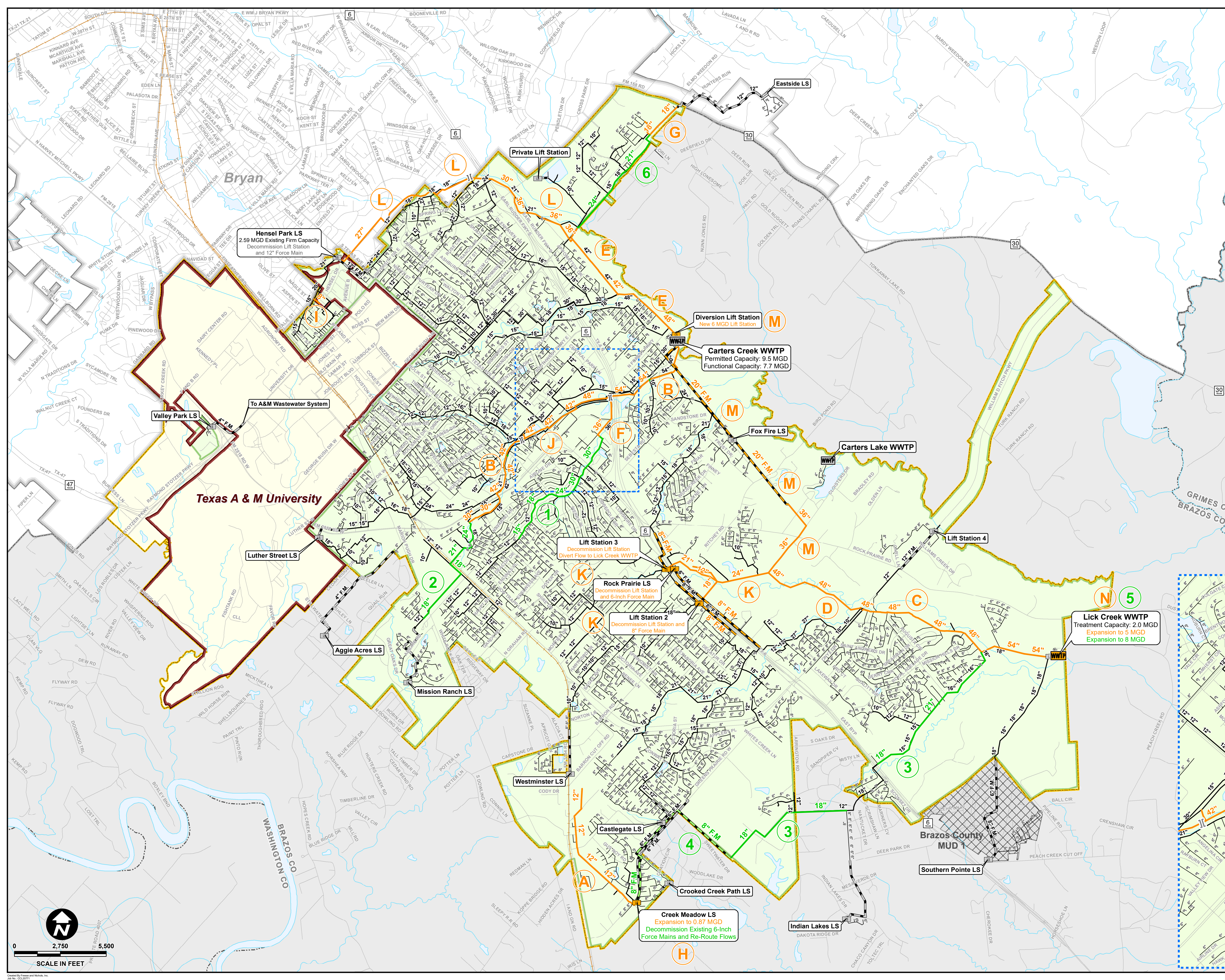
FIGURE 3-2
CITY OF COLLEGE STATION
WASTEWATER IMPACT FEE UPDATE
CAPITAL IMPROVEMENTS PLAN

LEGEND

- Ongoing/Recently Completed Improvements**
- Lift Station
 - Wastewater Treatment Plant
 - Gravity Main
 - Force Main
- Impact Fee Eligible Improvements**
- Gravity Main
 - Force Main
- Existing Wastewater System**
- Lift Station
 - Wastewater Treatment Plant
 - 8" and Smaller Wastewater Line
 - 10" and Larger Wastewater Line
- Force Main
- Road
- Railroad
- Stream
- Lake
- Wastewater Impact Fee Service Area
- Brazos County MUD 1
- Texas A&M University
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary



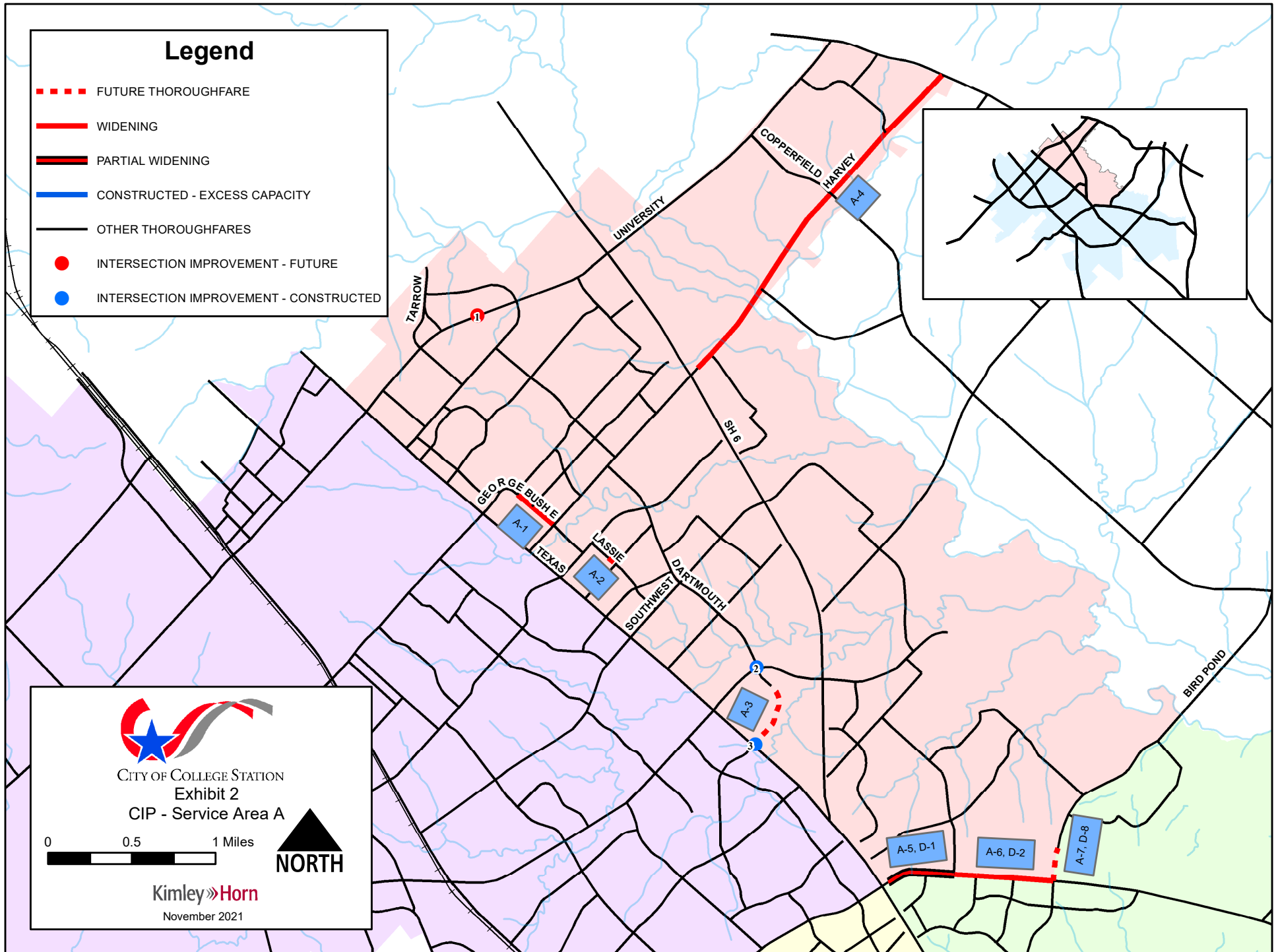
The timing of projects shown is subject to change based on development patterns. The utility alignments shown in this figure are for illustration purposes only and do not set the alignments. The alignment of each utility will be determined at the time of the engineering design.



Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: April 2024 - September 2024

Service Area A

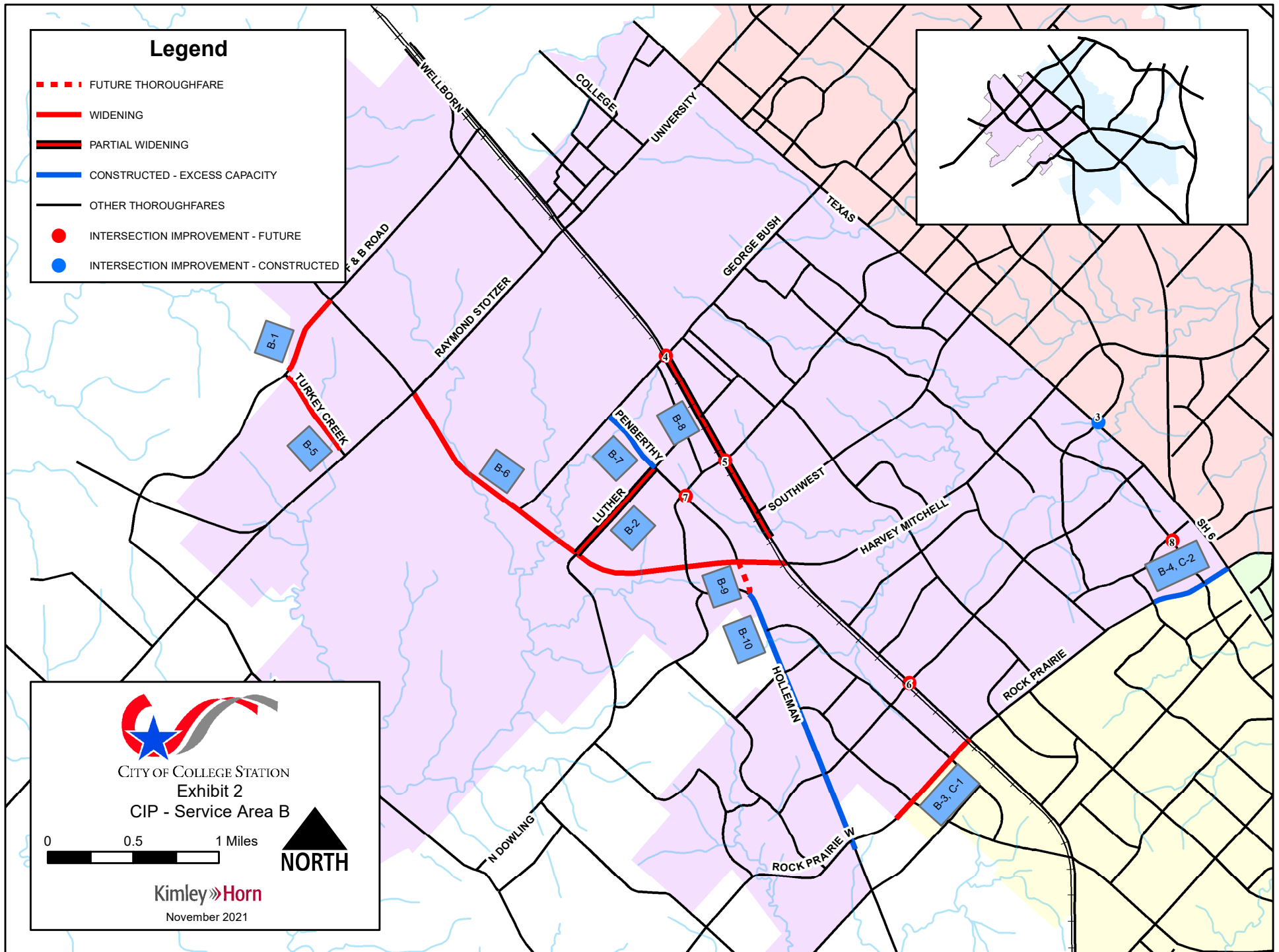
Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of September 2024
			From	To			
A-1	4 lane Minor Arterial	George Bush Drive E	Dominik Drive	Harvey Road	Widening	\$ 2,409,500	Future
A-2	2 lane Major Collector	Lassie Lane	Sterling Street	Manuel Drive	Future	\$ 860,066	Future
A-3	2 lane Major Collector	Dartmouth Street	720' S of Harvey Mitchell Parkway S	Texas Avenue S	Future	\$ 2,423,520	Future
A-4	4 lane Major Arterial - TxDOT	Harvey Road	SH 6 Northbound Frontage Road	Boonville Road	Widening	\$ 2,509,696	In Design
A-5, D-1	4 lane Major Arterial	Rock Prairie Road	SH 6 Northbound Frontage Road	Stonebrook Drive	Partial Widening	\$ 2,164,000	Construction
A-6, D-2	4 lane Major Arterial	Rock Prairie Road	Stonebrook Drive	Town Lake Drive	Widening	\$ 5,136,000	Construction
A-7, D-8	4 lane Major Arterial	Bird Pond Road	Rock Prairie Road	1,055' E of Rock Prairie Road	Future	\$ 1,758,000	Future
Intersections							
1	University Drive E and University Towne Center					\$ 400,000	Future
2	Harvey Mitchell Parkway S and Dartmouth Street					\$ 301,515	Complete
3	Texas Avenue S and Brothers Boulevard					\$ 397,476	Complete



Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: April 2024 - September 2024

Service Area B

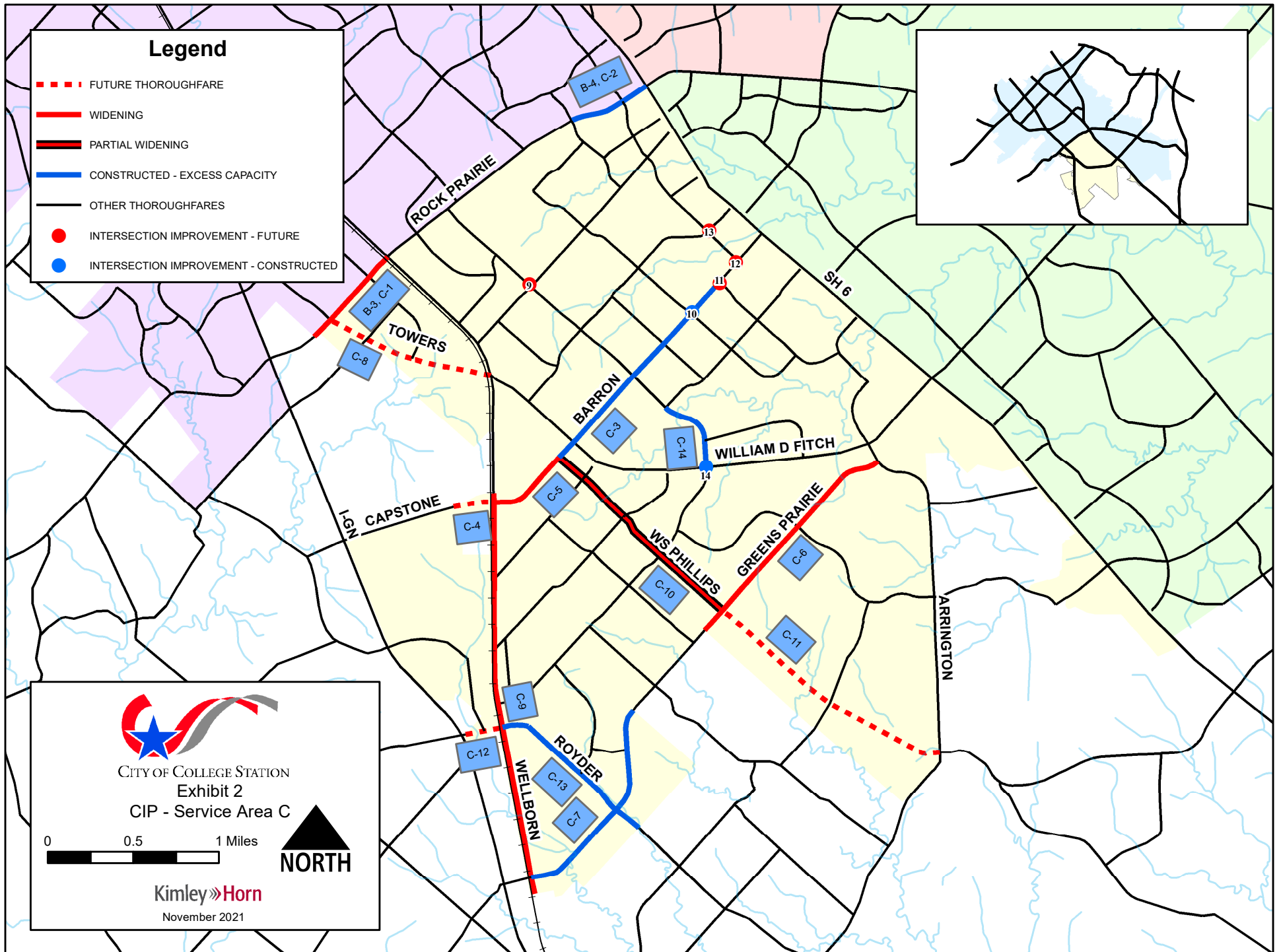
Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of September 2024
			From	To			
B-1	4 lane Minor Arterial	F & B Road	160' E of Turkey Creek Road	Harvey Mitchell Parkway S	Widening	\$ 4,106,520	Future
B-2	4 lane Minor Arterial (1/2)	Luther Street W	Harvey Mitchell Parkway	Jones Butler Road	Partial Widening	\$ 2,903,600	Future
B-3, C-1	4 lane Minor Arterial	Rock Prairie Road W	715' W of Towers Parkway	Wellborn Road	Widening	\$ 4,659,868	Complete
B-4, C-2	6 lane Major Arterial	Rock Prairie Road	Normand Drive	SH 6	Constructed	\$ 4,017,530	Complete
B-5	2 lane Major Collector	Turkey Creek Road	2,775' N of Raymond Stotzer Parkway Westbound Frontage Road	Raymond Stotzer Parkway Westbound Frontage Road	Widening	\$ 3,278,140	Future
B-6	6 lane Major Arterial - TxDOT	Harvey Mitchell Parkway S	Raymond Stotzer Parkway	Wellborn Road	Widening	\$ 1,407,527	Construction
B-7	4 lane Minor Arterial	Penberthy Road	George Bush Drive	Luther Street W	Constructed	\$ 3,080,683	Complete
B-8	6 lane Major Arterial - TxDOT	Wellborn Road	George Bush Drive	940' N of Harvey Mitchell Parkway S	Partial Widening	\$ 1,486,464	Future
B-9	2 lane Major Collector	Jones Butler Road	Harvey Mitchell Parkway S	Holleman Drive S	Future	\$ 9,652,780	In Design
B-10	4 lane Minor Arterial	Holleman Drive S	N Dowling Road	290' S of Rock Prairie Road W	Constructed	\$ 10,631,067	Complete
Intersections							
3	Texas Avenue S and Brothers Boulevard					\$ 397,476	Complete
4	Wellborn Road and George Bush Drive					\$ 7,690,299	In Design
5	Wellborn Road and Holleman Drive					\$ 644,445	Complete
6	Wellborn Road and Deacon Drive					\$ 4,532,013	Complete
7	Holleman Drive W and Jones Butler Road					\$ 572,000	In Design
8	Longmire Drive and Ponderosa Drive					\$ 350,000	Future



Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: April 2024 - September 2024

Service Area C

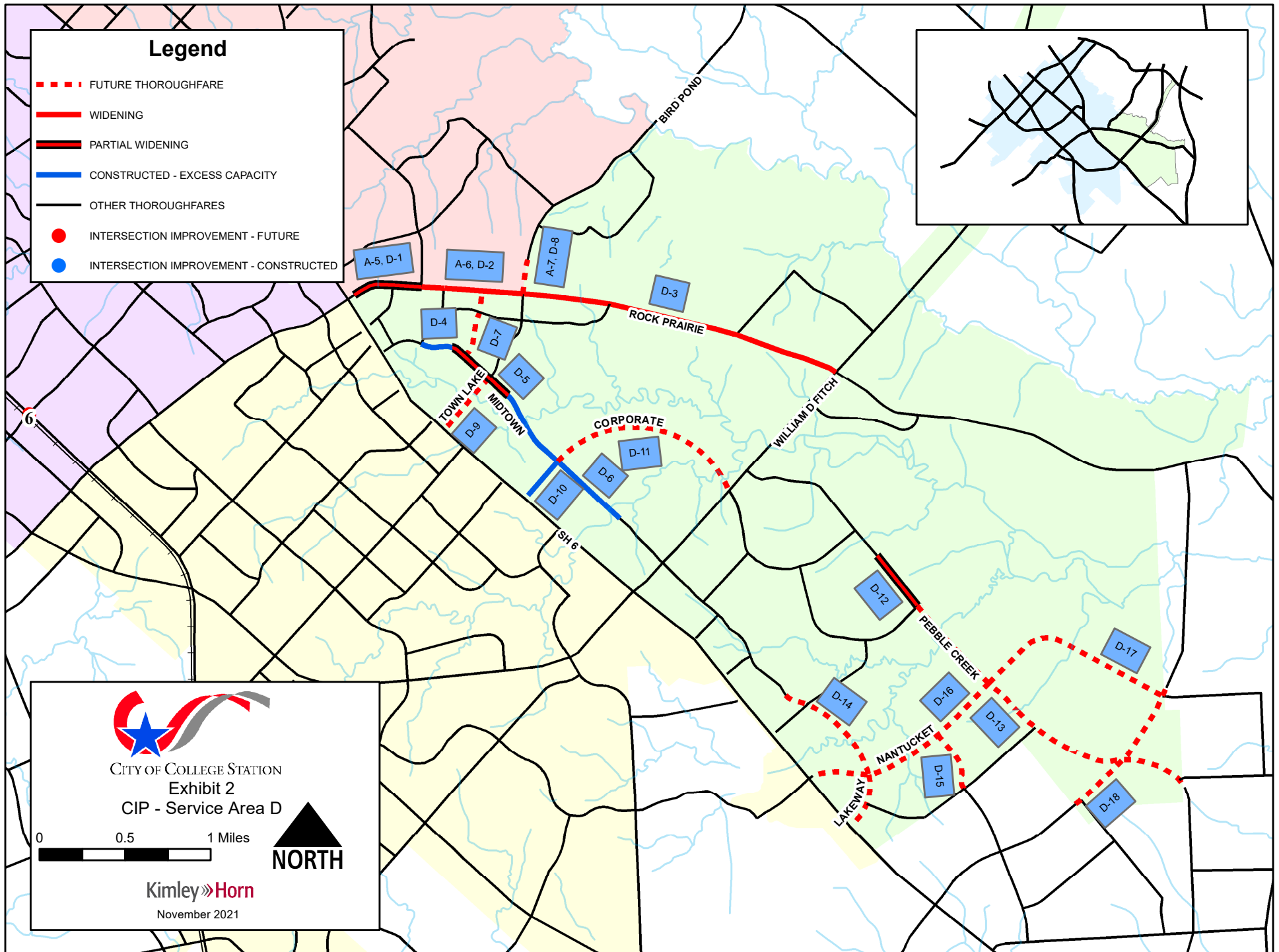
Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of September 2024
			From	To			
B-3, C-1	4 lane Minor Arterial	Rock Prairie Road W	715' W of Towers Parkway	Wellborn Road	Widening	\$ 4,659,868	Complete
B-4, C-2	6 lane Major Arterial	Rock Prairie Road	Normand Drive	SH 6	Constructed	\$ 4,017,530	Complete
C-3	4 lane Minor Arterial	Barron Road	WS Phillips Parkway	Decatur Drive	Constructed	\$ 5,795,317	Complete
C-4	4 lane Minor Arterial	Capstone Drive	1265' W of Wellborn Road	Wellborn Road	Future	\$ 2,765,575	In Design
C-5	4 lane Minor Arterial	Barron Road	Wellborn Road	WS Phillips Parkway	Widening	\$ 4,712,977	In Design
C-6	4 lane Minor Arterial	Greens Prairie Road	820' W OF WS Phillips Parkway	Arrington Road	Widening	\$ 10,550,324	Complete
C-7	4 lane Minor Arterial	Greens Prairie Road	Wellborn Road	1290' E of Creek Meadow Boulevard N	Constructed	\$ 8,918,795	Complete
C-8	4 lane Major Arterial	Towers Parkway	Rock Prairie Road W	Wellborn Road	Future	\$ 10,030,680	Future
C-9	4 lane Major Arterial - TxDOT	Wellborn Road	Capstone Drive	540' S of Greens Prairie Road	Widening	\$ 2,407,328	In Design
C-10	4 lane Minor Arterial (1/2)	WS Phillips Parkway	Barron Road	Greens Prairie Road	Partial Widening	\$ 5,844,160	Future
C-11	4 lane Minor Arterial (50%)	WS Phillips Parkway	Greens Prairie Road	Arrington Road	Future	\$ 7,311,480	Future
C-12	4 lane Minor Arterial (50%)	Royder Road Extension	I-GN Road	Wellborn Road	Future	\$ 3,360,000	Future
C-13	4 lane Minor Arterial	Royder Road	Wellborn Road	885' S of Greens Prairie Road	Constructed	\$ 7,690,299	Complete
C-14	2 lane Major Collector	Victoria Avenue	Southern Plantation Drive	William D. Fitch Parkway	Constructed	\$ 1,973,927	Complete
Intersections							
9	Graham Road and Victoria Avenue					\$ 350,000	Future
10	Barron Road and Alexandria Avenue					\$ 320,994	Complete
11	Barron Road and Decatur Drive					\$ 350,000	In Design
12	Barron Road and Longmire Drive					\$ 350,000	In Design
13	Longimre Drive and Eagle Avenue					\$ 350,000	In Design
14	William D. Fitch Parkway and Victoria Avenue					\$ 816,249	Complete



Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: April 2024 - September 2024

Service Area D

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of September 2024
			From	To			
A-5, D-1	4 lane Major Arterial (1/2)	Rock Prairie Road	SH 6 Northbound Frontage Road	Stonebrook Drive	Partial Widening	\$ 2,164,000	Construction
A-6, D-2	4 lane Major Arterial	Rock Prairie Road	Stonebrook Drive	Town Lake Drive	Widening	\$ 5,136,000	Construction
D-3	4 lane Major Arterial	Rock Prairie Road	Town Lake Drive	William D. Fitch Parkway	Widening	\$ 17,245,000	In Design
D-4	4 lane Minor Arterial	Midtown Drive	Medical Avenue	990' E of Medical Avenue	Constructed	\$ 1,028,820	Complete
D-5	4 lane Minor Arterial (1/2)	Midtown Drive	990' E of Medical Avenue	800' S of Town Lake Drive	Partial Widening	\$ 4,535,000	Future
D-6	2 lane Major Collector	Midtown Drive	800' S of Town Lake Drive	2605' S of Corporate Parkway	Constructed	\$ 5,374,808	Complete
D-7	2 lane Major Collector	Durham Drive	Midtown Drive	Rock Prairie Road	Future	\$ 981,960	Future
A-7, D-8	4 lane Major Arterial	Bird Pond Road	Rock Prairie Road	1055' E of Rock Prairie Road	Future	\$ 1,758,000	Future
D-9	4 lane Minor Arterial (50%)	Town Lake Drive	SH 6 Northbound Frontage Road	Midtown Drive	Future	\$ 1,753,000	Partial
D-10	2 lane Major Collector	Corporate Parkway	SH 6 Northbound Frontage Road	Midtown Drive	Constructed	\$ 1,436,192	Complete
D-11	2 lane Major Collector	Corporate Parkway	Midtown Drive	William D. Fitch Parkway	Future	\$ 9,894,000	Future
D-12	4 lane Minor Arterial (1/2)	Pebble Creek Parkway	Royal Adelaide Drive	St Andrews Drive	Partial Widening	\$ 2,137,000	Future
D-13	4 lane Minor Arterial (50%)	Pebble Creek Parkway	St Andrews Drive	275' S of Lone Star Lane	Future	\$ 7,690,299	Future
D-14	2 lane Major Collector	Lakeway Drive	1645' S of Gateway Boulevard	SH 6 Northbound Frontage Road	Future	\$ 2,635,080	Future
D-15	2 lane Major Collector	Mather Parkway	Nantucket Drive	1920' S of Nantucket Drive	Future	\$ 882,000	Future
D-16	4 lane Minor Arterial (50%)	Nantucket Drive	SH 6 Northbound Frontage Road	Pebble Creek Parkway	Future	\$ 5,877,000	Future
D-17	2 lane Major Collector	Nantucket Drive	Pebble Creek Parkway	Southern Pointe Parkway	Future	\$ 3,083,220	Future
D-18	4 lane Minor Arterial (50%)	Southern Pointe Parkway	205' W of Pipeline Road	280' E of Nantucket Drive	Future	\$ 3,902,000	Future



November 25, 2024
Item No. 8.1.
Emergency Management Update

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an update from College Station Emergency Management.

Relationship to Strategic Goals:

1. Core Services & Infrastructure – The city will plan for, maintain, and invest in the infrastructure, facilities, services, personnel, and equipment for projected needs and opportunities.
2. Good Governance - Increase transparency and improve the public's ability to participate in government through efforts such as continuing to offer virtual options for public meetings, providing a centralized calendar for public meetings and events, and allowing citizens to book city facilities from the city's website.

Recommendation(s): Staff recommends that Council receive an update regarding Emergency Management. This is an informational presentation only.

Summary: Emergency Management Coordinator, Tradd Mills, will provide an update regarding the actions of emergency management for the City of College Station as well as collaboration with partnering agencies.

Budget & Financial Summary: N/A

Attachments:

None

November 25, 2024

Item No. 9.1.

6106-6124 Darlington Ave Public Utility Easement Abandonment

Sponsor: Lucas Harper

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.077 acre portion of a 20-foot-wide public utility easement located along Lots 2-5, Block 25 of the Southern Pointe Subdivision, Section 200, Brazos County, Texas, according to the instrument recorded in Volume 14600, Page 73 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of the abandonment.

Summary: The public utility easement abandonment is being requested by the applicant as a result of a desire to construct residential homes on lots that are currently occupied by a shared drive and parking for model homes located in the subdivision. The originally dedicated easement was not utilized by utilities and a separate public utility easement (PUE) has been dedicated along the right-of-way frontage to serve existing and future utilities. The existing 50-foot-wide right-of-way of Darlington Avenue will also remain in place to provide access and utilities to the lots.

The utility easement is located approximately 120 feet southeast of the intersection of Southern Pointe Parkway and Darlington Avenue, extending across Lots 2-5, Block 25 of the Southern Pointe Subdivision, Section 200, also currently known as 6106-6124 Darlington Avenue.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Location Map
3. Application
4. Ordinance_Southern Pointe_2

VICINITY MAP



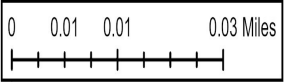
6106-6124 DARLINGTON AVE

SOUTHERN POINTE PARKWAY

CANTON DRIVE

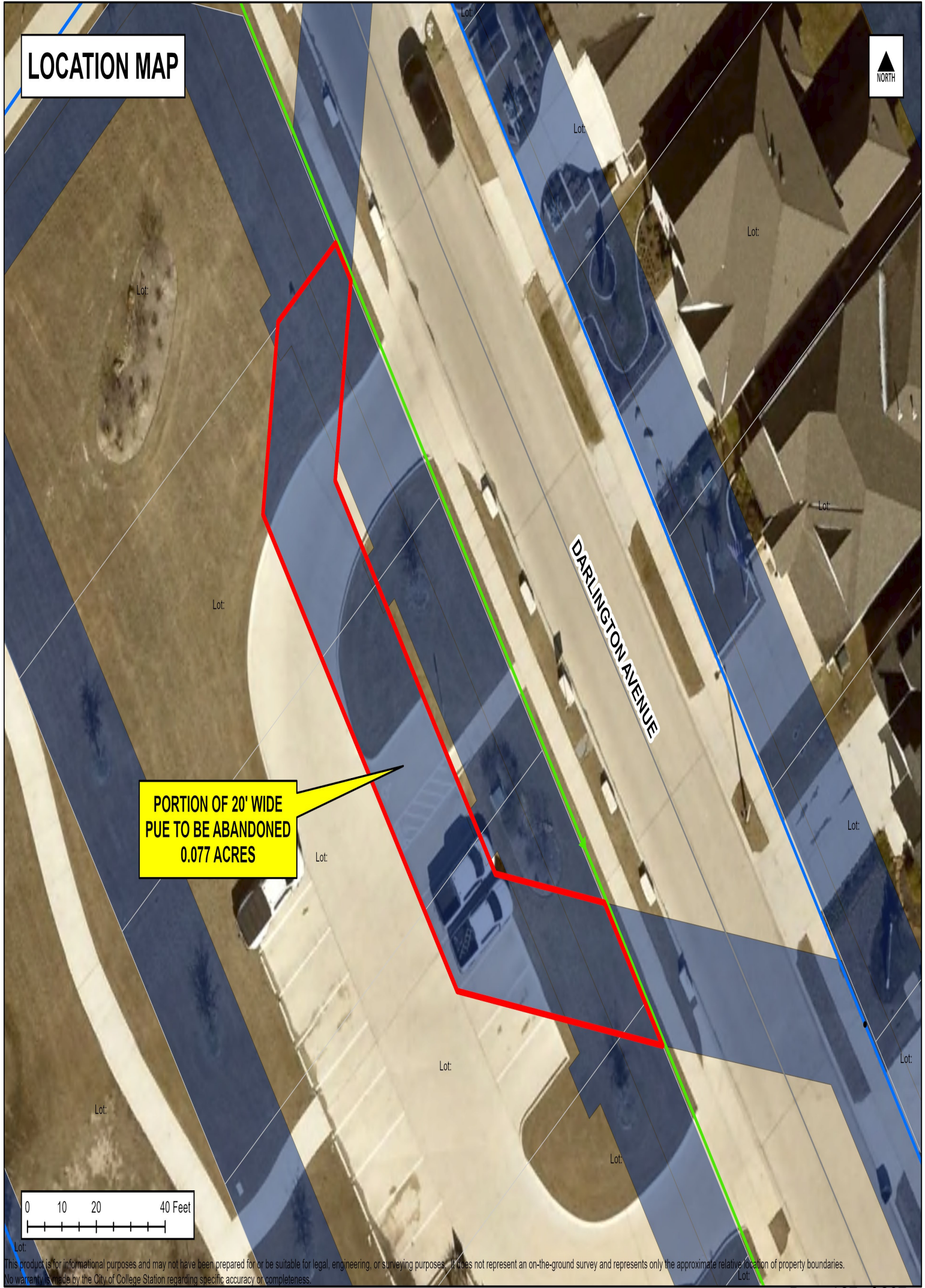
VERONA DRIVE

DARLINGTON AVENUE

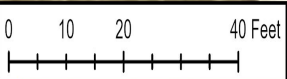


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College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

LOCATION MAP



**PORTION OF 20' WIDE
PUE TO BE ABANDONED
0.077 ACRES**



FOR OFFICE USE ONLY

CASE NO.: _____
 DATE SUBMITTED: _____
 TIME: _____
 STAFF: _____

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Abandonment of Public Right-of-Way/Easement Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☒ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☒ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

6106-6124 Darlington Avenue, College Station, TX 77845, Southern Pointe Subdivision Section 200, Block 25, Lot 2-5

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Schultz Engineering LLC - Ricky Flores E-mail ricky@schultzeng.com
 Street Address 911 Southwest Parkway
 City College Station State Tx Zip Code 77840
 Phone Number 979-764-3900 Fax Number 979-764-3910

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name BV Southern Pointe Development INC E-mail wsphillips3@gmail.com
 Street Address: 1140 Midtown Drive
 City College Station State Texas Zip Code 77845
 Phone Number (979) 255 - 4466 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Wallace Phillips III, President 10/1/2024
 Signature and title Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name None E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

This property has easements along the adjacent roadway and the rear of the lot.

8. That there is no current public need or use for the easement or right-of-way because:

The easement was for a waterline that has since been removed and relocated.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

This property has easements along the adjacent roadway and the rear of the lot.

10. That all public utilities have access to serve current and future customers because:

Existing public utilities are in place to serve these adjacent lots and no future utilities are needed.

11. Such public right-of-way/easement has been and is being used as follows:

The existing easement is vacant

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Wallace Phillip III

Signature and title

10/1/2024

Date

STATE OF TEXAS

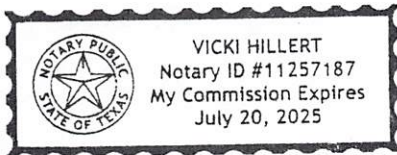
§
§
§

ACKNOWLEDGEMENT

COUNTY OF BRAZOS

Subscribed and sworn to before me, a Notary Public, this 1 day of October, 2024 by

Wallace Phillip III



Vicki Hillert

Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 6106-6124 Darlington

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.



**FIELD NOTES DESCRIPTION
OF A
PORTION OF A 20' WIDE PUBLIC UTILITY EASEMENT
CROSSING LOTS 2-5, BLOCK 25, SOUTHERN POINTE SUBDIVISION SECTION 200
STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210
BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF A PORTION OF A 20' WIDE PUBLIC UTILITY EASEMENT IN THE STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210, IN BRAZOS COUNTY, TEXAS, SAID EASEMENT RECORDED IN VOLUME 14600, PAGE 73 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT), BEING OVER, ACROSS, AND UPON LOTS 2-5, BLOCK 25, SOUTHERN POINTE SUBDIVISION SECTION 200 FILED IN VOLUME 17135, PAGE 211 (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found with red plastic cap stamped "JONES AND CARTER" on the southwest right-of-way of Darlington Avenue (50' wide right-of-way, 17135/211 OPRBCT) marking the east corner of said Lot 1, Block 25 and the north corner of Lot 2, Block 25, from which the City of College Station monument CS94-154 bears S 81° 34' 04" E a distance of 6,070.04 feet;

THENCE, with said right-of-way and the northeast lines of said Lot 2, **S 36° 44' 50" E a distance of 7.42 feet;**

THENCE, over, across, and upon said Lot 2, **S 08° 12' 32" W a distance of 32.06 feet** to an angle point;

THENCE, over, across, and upon said Lots 2-4, **S 36° 44' 50" E a distance of 77.80 feet** to an angle point;

THENCE, over, across, and upon said Lot 4, **S 81° 44' 50" E a distance of 32.03 feet** to a point on said southwest right-of-way and a north line of said 20' wide public utility easement;

THENCE, with said right-of-way, **S 36° 44' 50" E** passing at a distance of 19.45 feet a 1/2 inch iron rod found with red plastic cap stamped "JONES AND CARTER" and continuing for a total distance of **28.28 feet;**

THENCE, over, across, and upon said Lots 5 and 4, **N 81° 44' 50" W a distance of 60.32 feet** to an angle point;

THENCE, over, across, and upon said Lots 4, 3, and 2, **N 36° 44' 50" W a distance of 94.36 feet** to an angle point;

THENCE, over, across, and upon said Lot 2, **N 08° 12' 32" E a distance of 30.84 feet** to a point on the northwest line of said Lot 2 and the southeast line of said Lot 1;

THENCE, with the common line of said Lots 1 and 2, **N 53° 15' 10" E a distance of 20.86 feet** to the **POINT OF BEGINNING** hereof and containing **0.077 of an acre (3351 sq. ft.)** more or less.

Surveyed on the ground in 2021 and 2024 under my supervision. See exhibit prepared August 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. Distances described herein are surface distances. To obtain grid distances (not grid areas) multiply by a combined scale factor of 0.9999059410912 (calculated using GEOID12B). Reference drawing: 24-1006-S Release 20' PUE Lot2-5.dwg



Michael Konetski 10/29/24

Michael Konetski

Registered Professional Land Surveyor No. 6531

Revised 10-29-2024 to reference easement: 14600/73 OPRBCT.

KERR
SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 6106-6124 Darlington

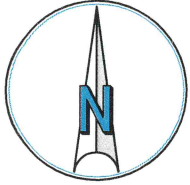
EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.

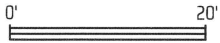


10/29/24

MICHAEL KONETSKI
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6531



SCALE: 1" = 20'



POINT OF BEGINNING

1/2 INCH IRON ROD FOUND (CM)
WITH RED PLASTIC CAP STAMPED
"JONES AND CARTER"

CITY OF COLLEGE STATION
MONUMENT C594-154 BEARS
S 81°34'04" E 6,070.04'

LOT 1
BLOCK 25

20.86'
N 53°15'10" E

S 36°44'50" E
7.42'

30.84'
N 08°12'32" E

5 08°12'32" W
32.06'

LOT 2
BLOCK 25

20' WIDE PUBLIC UTILITY EASEMENT
(14600/73 OPRBCT)

10.00' PUE
(17135/211 OPRBCT)

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 6106-6124 Darlington

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: 

Title: Engineer 3

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 6106-6124 Darlington

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

Frontier Communications

~~VERIZON TELEPHONE COMPANY~~

By: Michael R. Zwernemann
Title: OSP Engineer

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 6106-6124 Darlington

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS (OPTIMUM)

By: 

Title: Supervisor - Ops - Construction

9.6.24

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 6106-6124 Darlington

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: GAFF DURKHALTER 
Title: ENGINEERING Design Manager

Application for Abandonment of
a Public Right-of-Way/Easement
Location: 6106-6124 Darlington Ave.

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.



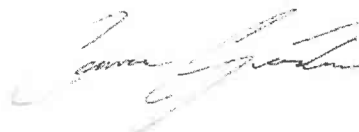
City Engineer
City of College Station



Building Official
City of College Station



Zoning Official
City of College Station



Fire Marshal
City of College Station



11/8/2024

Electric Department
City of College Station



Water Services Department
City of College Station



Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 6106-6124 Darlington

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: _____

ADDRESS: _____

NAME: _____

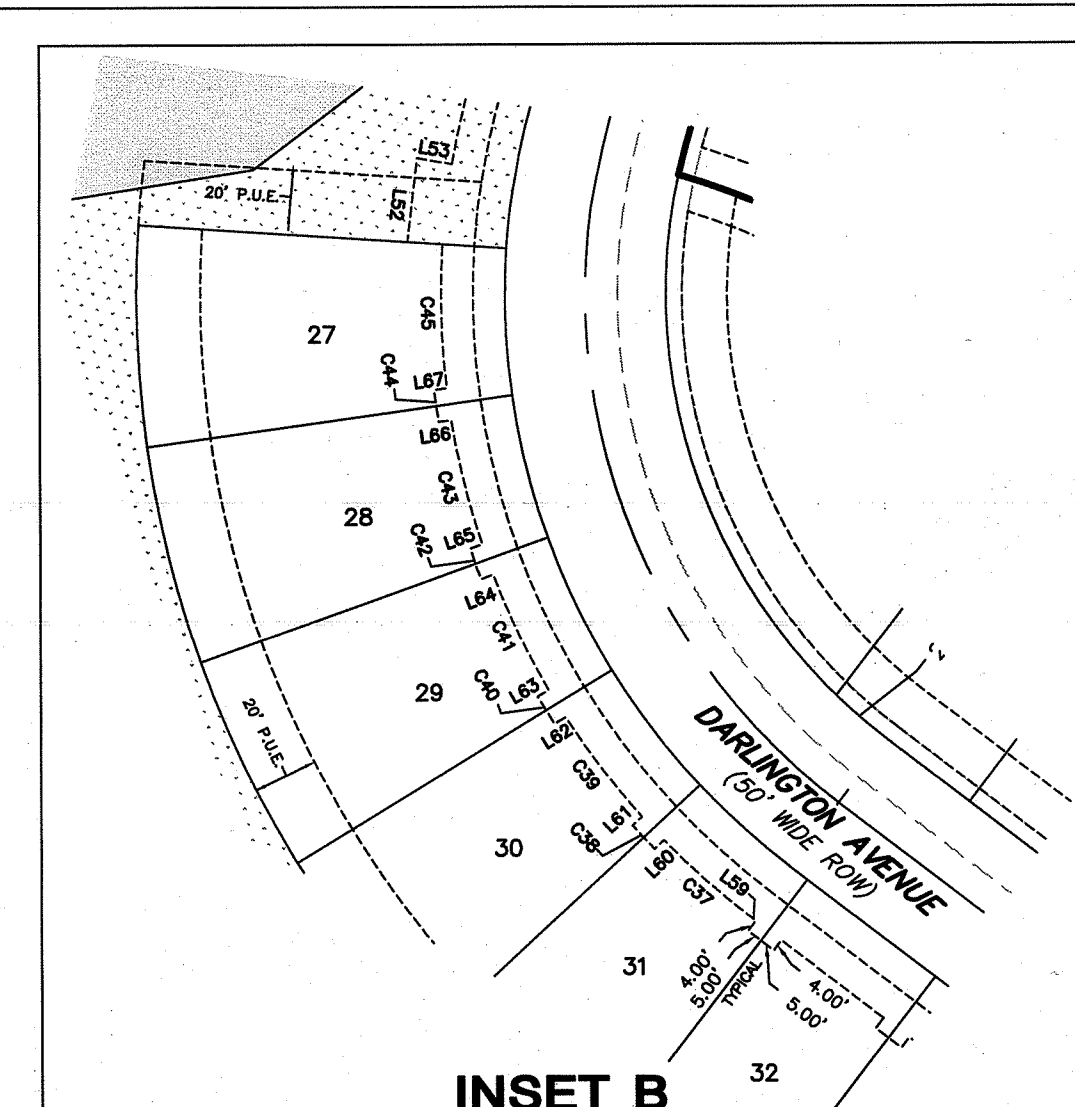
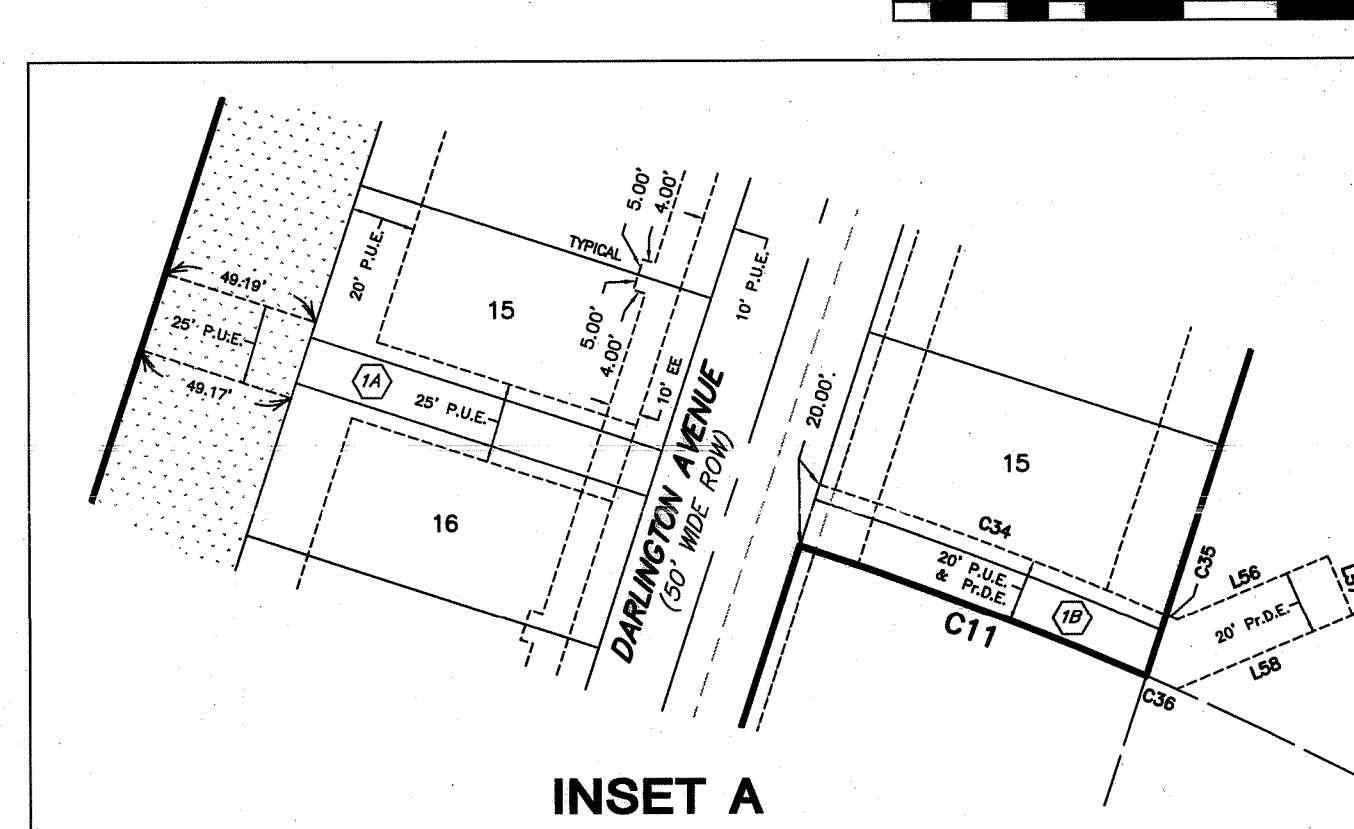
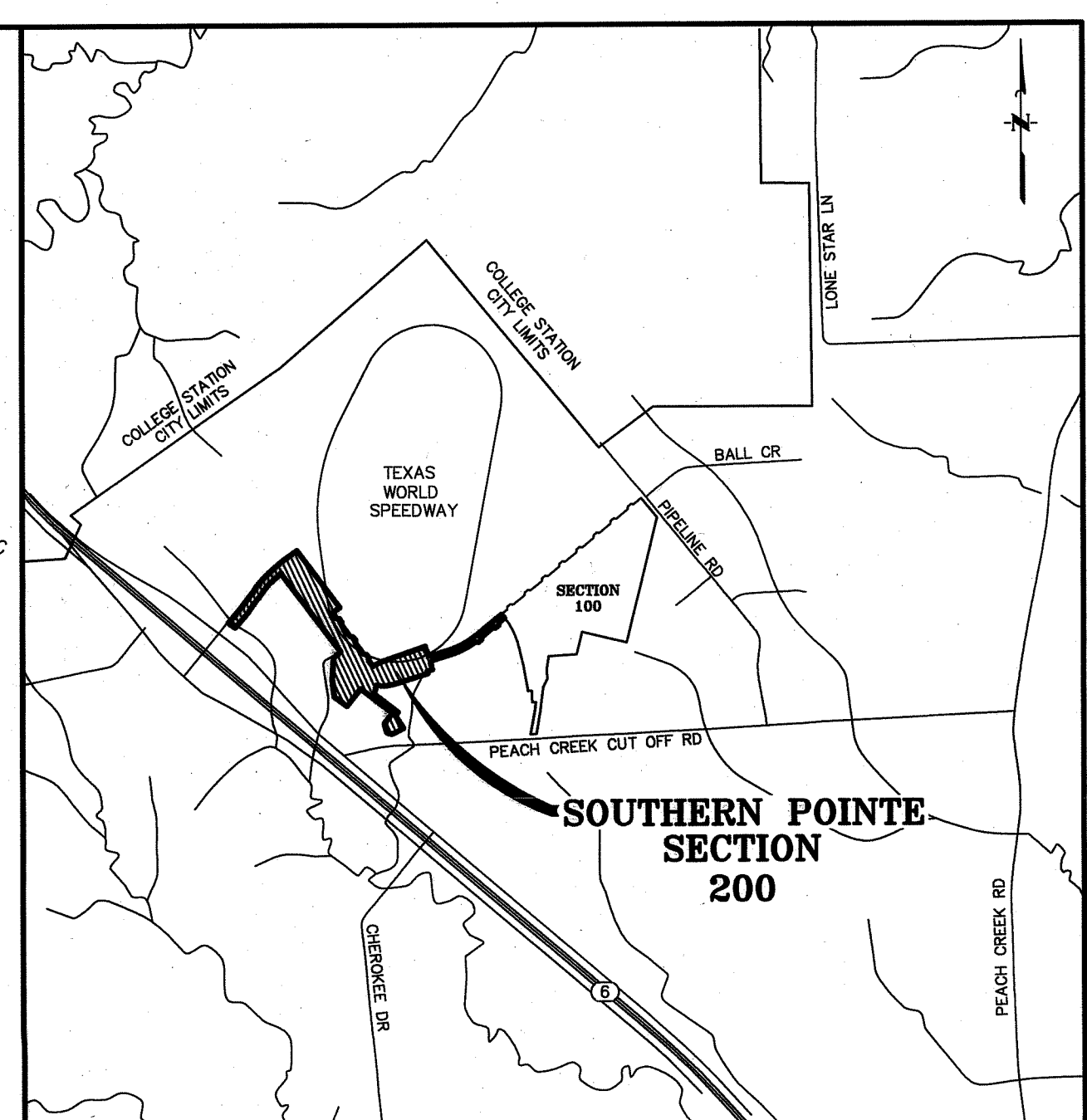
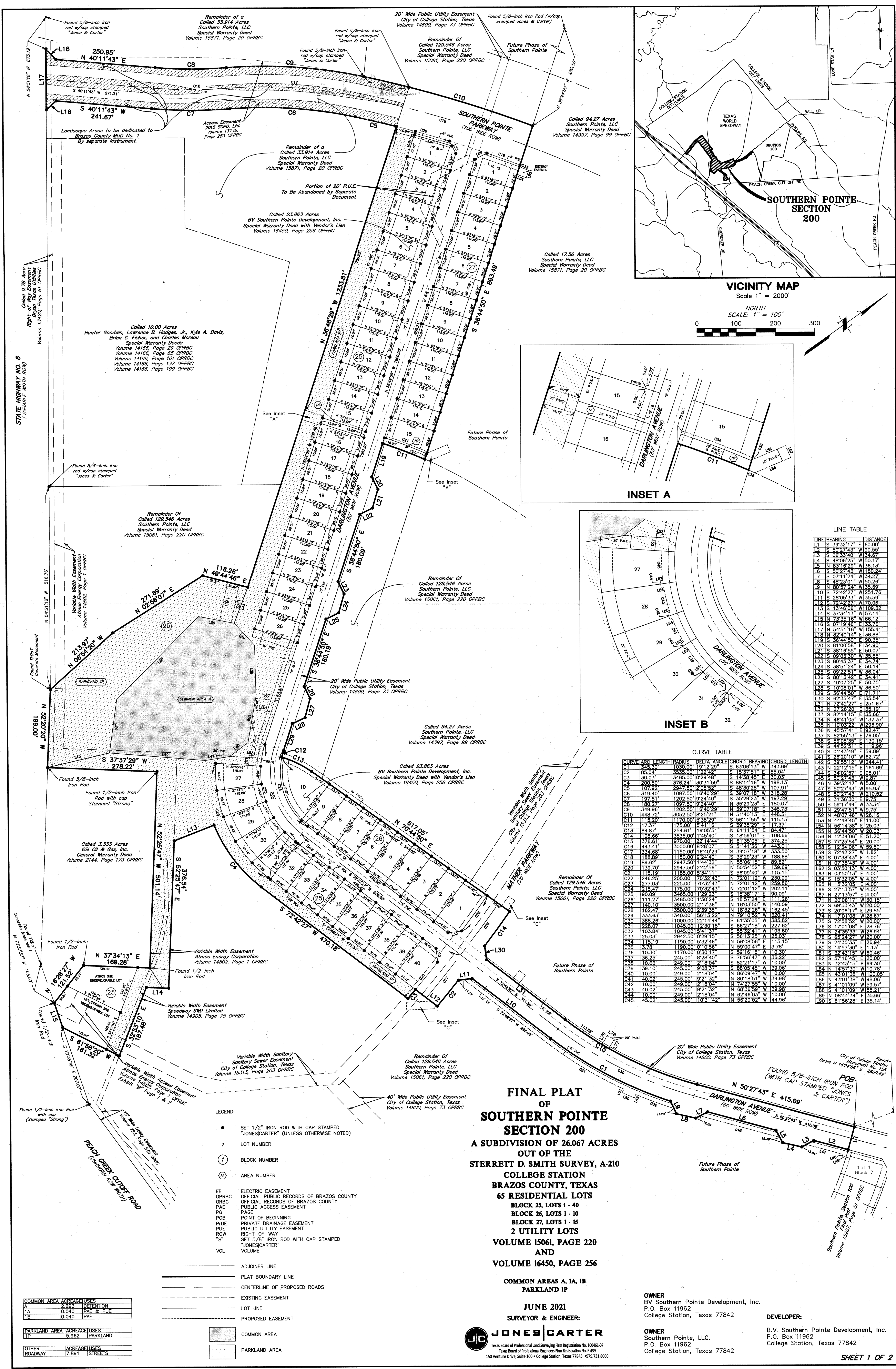
ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____



LINE	BEARING	DISTANCE
L1	S 39°32'17" E	60.00
L2	S 50°27'43" W	80.55
L3	S 06°33'40" W	34.67
L4	S 48°06'25" W	50.17
L5	N 83°16'29" W	56.13
L6	S 50°27'43" W	180.24
L7	S 07°11'24" W	34.27
L8	S 48°23'01" W	50.26
L9	N 80°51'24" W	55.89
L10	S 72°42'27" W	70.06
L11	S 28°05'33" W	55.59
L12	S 72°42'27" W	70.06
L13	S 13°46'06" W	109.32
L14	S 37°34'13" W	57.14
L15	N 73°55'18" W	66.12
L16	S 07°18'46" E	53.76
L17	N 54°51'16" W	155.41
L18	N 82°20'14" E	36.88
L19	S 38°44'50" E	50.35
L20	S 81°00'58" E	34.90
L21	S 38°16'55" E	50.07
L22	S 08°03'30" W	55.85
L23	S 80°45'37" E	54.74
L24	S 38°51'24" E	50.14
L25	S 08°22'51" W	36.04
L26	S 80°13'42" E	59.09
L27	S 40°07'25" E	50.35
L28	S 10°08'01" W	36.50
L29	S 36°44'50" E	71.71
L30	S 82°14'15" E	55.66
L31	N 72°42'27" E	251.67
L32	N 27°26'20" E	35.19
L33	S 82°14'15" E	55.66
L34	N 46°11'05" W	157.37
L35	N 10°03'22" W	296.90
L36	N 45°57'41" E	92.47
L37	S 72°42'27" E	17.37
L38	S 56°08'35" E	130.15
L39	S 44°52'51" E	119.96
L40	S 01°43'49" E	59.09
L41	S 26°20'10" W	62.72
L42	S 39°55'12" W	244.41
L43	N 22°12'15" E	161.69
L44	S 34°02'57" E	98.01
L45	S 50°27'43" W	9.87
L46	N 39°32'17" W	5.00
L47	S 50°27'43" W	95.93
L48	S 50°27'43" W	210.52
L49	S 31°36'30" E	19.75
L50	S 59°17'56" W	33.34
L51	N 07°18'46" E	9.75
L52	N 48°07'46" W	26.16
L53	N 44°48'40" E	11.00
L54	S 37°34'13" W	374.25
L55	N 36°44'50" E	20.03
L56	N 12°34'06" E	51.20
L57	S 15°32'05" W	4.00
L58	S 72°42'27" W	4.00
L59	S 72°42'27" W	1.82
L60	S 07°38'43" E	4.00
L61	S 59°17'56" W	59.09
L62	S 03°50'13" W	4.00
L63	N 03°50'13" E	4.00
L64	S 15°32'05" W	4.00
L65	S 72°42'27" W	4.00
L66	S 27°13'57" W	4.00
L67	N 27°13'57" E	4.00
L68	N 11°11'54" E	111.26
L69	S 89°53'43" W	20.03
L70	S 27°13'57" W	29.85
L71	N 17°01'08" W	26.07
L72	S 72°42'27" W	20.03
L73	S 27°13'57" W	26.76
L74	N 24°55'33" W	26.94
L75	S 89°53'43" W	20.03
L76	S 27°13'57" W	26.94
L77	N 14°57'30" E	1.13
L78	S 27°13'57" W	50.46
L79	S 15°32'05" W	20.03
L80	N 32°43'15" E	69.30
L81	N 14°57'30" E	10.78
L82	N 43°01'38" W	100.05
L83	N 43°01'38" W	98.06
L84	S 41°01'09" W	59.57
L85	S 41°01'09" W	55.21
L86	N 08°14'54" E	15.66
L87	S 81°56'28" E	35.14

FINAL PLAT
OF
SOUTHERN POINTE
SECTION 200
A SUBDIVISION OF 26.067 ACRES
OUT OF THE
STERRETT D. SMITH SURVEY, A-210
COLLEGE STATION
BRAZOS COUNTY, TEXAS
65 RESIDENTIAL LOTS
BLOCK 25, LOTS 1 - 40
BLOCK 26, LOTS 1 - 10
BLOCK 27, LOTS 1 - 15
2 UTILITY LOTS
VOLUME 15061, PAGE 220
AND
VOLUME 16450, PAGE 256

COMMON AREAS A, 1A, 1B
PARKLAND 1P

JUNE 2021
SURVEYOR & ENGINEER:

JONES & CARTER
Texas Board of Professional Land Surveying Firm Registration No. 100461-07
Texas Board of Professional Engineers Firm Registration No. F-439
150 Venture Drive, Suite 100 • College Station, Texas 77845 • 409.731.8000

OWNER
BV Southern Pointe Development, Inc.
P.O. Box 11962
College Station, Texas 77842

DEVELOPER:
B.V. Southern Pointe Development, Inc.
P.O. Box 11962
College Station, Texas 77842

COMMON AREA	ACREAGE/USES
A	2.293 DETENTION
1A	0.040 PAE & PUE
1B	0.040 PAE
PARKLAND AREA	ACREAGE/USES
1P	5.982 PARKLAND
OTHER	ACREAGE/USES
ROADWAY	7.891 STREETS

GENERAL NOTES:

- The proposed development is located in the City of College Station, Texas. This development is being reviewed as an "in city" development per letter request submitted by the developer to the city.
- Bearings shown hereon are based on the Texas Coordinate System of 1983, Central Zone (4203).
- A separate legal description of equal date was written in conjunction with this survey.
- Determination of the ownership, location, or development of minerals related to the Subject Tract fall outside the scope of this survey. Such matters should be directed by the client to an expert consultant.
- This survey does not provide a determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
- According to Map No. 4804100350E of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Brazos County, dated May 16, 2012, the subject tract is situated within: Unshaded Zone "X"; defined as areas determined to be outside the 500-year flood plain.
This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- Unless otherwise noted, all lot and common area corners, points of intersection, points of curvature, points of reverse curvature, points of compound curvature, and points of tangency shown hereon are marked with a 1/2-inch diameter iron rod 2-feet in length with a plastic cap stamped "Jones/Carter". See Legend on Sheet 1.
- Distances shown along curves are arc lengths.
- Proposed uses are commercial, institutional, multi-family, single-family, and open space in compliance with the signed development agreement between the City of College Station and McAllister Opportunity Fund 2012, L.P., dated March 12, 2015, recorded in Volume 12555, Page 190 of the Official Public Records of Brazos County (amended November 10, 2016).
- The Development Agreement between the city and the developer has established an effective date of March 12, 2015, based on Article II of the Development Agreement (DA), the proposed development will comply with the unified development ordinances of the City of College Station as of the "effective" date of the DA. Therefore, the effective UDO is the February 10, 2015, Supplement 4 (effective UDO).
- Per the executed Utility Agreement between the City of College Station and Brazos County Municipal Utility District No. 1, executed August 21, 2015 and amended November 10, 2016, water and waste water service are to be provided by City of College Station.
- Per the executed Utility Agreement between the City of College Station and Brazos County Municipal Utility District No. 1, executed August 21, 2015 and amended November 10, 2016, the City of College Station will, upon acceptance, own and operate all public water and public sanitary sewer facilities in Brazos County Municipal Utility District No. 1.
- Water, sewer, drainage and streets will be designed and constructed to the 2012 edition of the B/C/S unified development guidelines, standards, and specifications.
- Per the executed Development Agreement (DA) between the City of College Station and McAllister Opportunity Fund 2012, L.P., effective March 12, 2015, as amended, streets will be constructed based on the thoroughfare road standards as of the date of the agreement.
- Storm sewer system, including drainage channels, underground stormwater conveyance systems, and detention ponds will be maintained by Brazos County Mud No. 1 until annexation by the City of College Station. Upon annexation, the maintenance of the detention ponds will be the responsibility of the HOA unless the city requests a continuation of the mud tading authority for the purpose of detention pond maintenance as set forth in the DA.
- The operation and maintenance of the local streets is based on an executed inter-local agreement between Brazos County and Brazos County Municipal Utility District No. 1.
- The operation and maintenance of the major streets is based on an executed inter-local agreement between Brazos County and Brazos County Municipal Utility District No. 1.
- Sidewalk maintenance is the responsibility of the Homeowners Association.
- Common areas and parkland will be owned and maintained by the Homeowners Association. Upon annexation, the parkland ownership and maintenance will be transferred to the city. The remaining common areas will continue to be owned and maintained by the Homeowners Association.
- Electrical service for this development is provided by Entergy.
- Homeowners Association easement activities and/or infrastructure will be referenced in the covenants, conditions, and restrictions of the subdivision.
- In approving this plat by the Commissioner's Court of Brazos County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Brazos County, Texas. Said Commissioner's Court assumes no obligation to build or improve the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
- It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by the other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
- Setback and building separation for general suburban is based on the Development Agreement, as noted below:
a. Front setback = 20 feet
b. Rear setback = 20 feet
c. Side setback = 5 feet; the side setback shall be a minimum of 15 feet when the side lot line is used for the purpose of extending public utilities within an easement.
d. Side street setback = 15 feet
- Lot 41, Block 25 to be used by Atmos for their facilities.
- Lot 42, Block 25 to be used by the City of College Station for sewage lift station.

TITLE REPORT NOTES:

Title Report performed by University Title Company, GF No. 201023, Certification Date: March 16, 2020

Easement From: Texas Speedway Limited Partnership
To: General Telephone Company of the Southwest Dated: March 22, 1985
Recorded: Volume 777, Page 732, Official Records, Brazos County, Texas.
OLD BLANKET EASEMENT WITH VAGUE DESCRIPTION. THIS CANNOT BE SHOWN.

Easement From: Texas Speedway Limited Partnership To: Gulf States Utilities Company
Dated: March 1, 1986
Recorded: Volume 866, Page 547, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Texas World Speedway Limited Partnership To: Gulf States Utilities
Dated: May 31, 1988
Recorded: Volume 1059, Page 585, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Raceway Limited Partnership
To: Ferguson Burrell County Gas Gathering System Dated: October 8, 1997
Recorded: Volume 6090, Page 61, Official Records, Brazos County, Texas;
Amended in Partial Release of Easement dated June 15, 2016 and recorded in Volume 13445, Page 58, Official Records of Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Texas Speedway Limited Partnership To: Entergy Gulf States, Inc. Dated: June 1, 2004
Recorded: Volume 6506, Page 223, Official Records, Brazos County, Texas.
THIS EASEMENT HAS BEEN RELEASED PER VOLUME 16395, PAGE 232, DATED: JULY 21, 2020, DOES NOT AFFECT SUBJECT TRACT.

Easement From: Texas Speedway Limited Partnership To: Gulf State Utilities Company
Dated: January 6, 1982
Recorded: Volume 508, Page 510, Deed Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Texas Speedway Limited Partnership To: Gulf State Utilities Company
Dated: February 15, 1982
Recorded: Volume 513, Page 153, Deed Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Texas Speedway Limited Partnership To: Gulf State Utilities Company
Dated: June 1, 1982
Recorded: Volume 522, Page 632, Deed Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Texas Speedway Limited Partnership To: Gulf State Utilities Company
Dated: September 26, 1983
Recorded: Volume 613, Page 447, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Texas Speedway Limited Partnership To: Gulf State Utilities Company
Dated: March 19, 1985
Recorded: Volume 776, Page 592, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Raceway Limited Partnership
To: Aquila Southwest Pipeline Corporation Dated: June 13, 1994
Recorded: Volume 2168, Page 43, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Texas Speedway Limited Partnership
To: Richard C. Conole, et ux, as Trustees of the Conole Trust Dated: April 1, 2003
Recorded: Volume 5229, Page 234, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Terms, Conditions, and Stipulations in the Sewer Line Agreement by and between:
Parties: Grid Raceway Holdings, Ltd., a Texas limited partnership and Sherryn S. Conole
Dated: November 16, 2007, Recorded: Volume 8348, Page 46, Official Records, Brazos County, Texas.
THIS AGREEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: 2015 SOPD, LTD.
To: City of Bryan, dba Bryan Texas Utilities Dated: June 2, 2016
Recorded: Volume 13420, Page 56, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

20' Public Utility Easement (10' on property) as shown on the Texas World Speedway (9.306 acres tract No.1) plat filed in Volume 3363 Page 197, Official Records of Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Blanket Easement Reserved in Deed:
From: McAllister Opportunity Fund 2012, LTD.
To: Greens Prairie Investors, Ltd. Dated: November 30, 2016
Recorded: Volume 13736, Page 274, Official Records, Brazos County, Texas.
THIS EASEMENT WILL AFFECT THE SUBJECT TRACT AS A BLANKET EASEMENT UNTIL ROADS ARE PLATTED.

Easement From: 2015 SOPD, Ltd., a Texas limited partnership To: City of College Station, Texas Dated: March 27, 2018, Recorded: Volume 14800, Page 57, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement and Development Rights Reserved in Deed:
By: McAllister Opportunity Fund 2012, L.P., a Delaware limited partnership To: Southern Points, LLC, a Texas limited liability company, Dated: December 5, 2018
Recorded: Volume 14397, Page 99, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
THIS EASEMENT WILL AFFECT THE SUBJECT TRACT AS A BLANKET EASEMENT UNTIL ROADS ARE PLATTED.

Easement and Development Rights Reserved in Deed: By: McAllister Opportunity Fund 2012, L.P., a Delaware limited partnership To: Southern Points, LLC, a Texas limited liability company, Dated: December 12, 2018
Recorded: Volume 15059, Page 179, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
THIS EASEMENT WILL AFFECT THE SUBJECT TRACT AS A BLANKET EASEMENT UNTIL ROADS ARE PLATTED.

Unrecorded Right of Way Agreement by and between:
By: Raceway Limited Partnership To: Speedway SMD Limited
Dated: May 30, 1994;
CAN NOT FIND THIS UNRECORDED EASEMENT.

Amendment to Right of Way Agreement by and between:
Parties: McAllister Opportunity Fund 2012, LP and Speedway SD Limited Dated: July 20, 2016
Recorded: Volume 14905, Page 63, Official Records, Brazos County, Texas;
THIS EASEMENT WAS ABANDONED PER VOLUME 14905, PAGE 75.

Sanitary Sewer Easement with Mineral Reservation: From: Greens Prairie Investors, Ltd.
To: Brazos County Municipal Utility District No. 1 Dated: November 1, 2018
Recorded: Volume 15028, Page 36, Official Records, Brazos County, Texas;
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Assignment of Sanitary Sewer Easement: To: City of College Station, Texas
Dated: April 15, 2019, Page 212, Official Records, Brazos County, Texas.
Recorded: Volume 15313, Page 222, Official Records, Brazos County, Texas;
DOES NOT AFFECT SUBJECT TRACT THIS IS SAME EASEMENT AS ABOVE (15028/24)

Sanitary Sewer Easement with Mineral Reservation: From: McAllister Opportunity Fund 2012, L.P.
To: Brazos County Municipal Utility District No. 1 Dated: November 1, 2018
Recorded: Volume 15028, Page 36, Official Records, Brazos County, Texas;
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Assignment of Sanitary Sewer Easement: To: City of College Station, Texas
Dated: April 15, 2019, Recorded: Volume 15313, Page 222, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT THIS IS SAME EASEMENT AS ABOVE (Volume 15028, Page 36).

CERTIFICATE OF PLANNING AND ZONING COMMISSION

I, Dennis Christensen, Chairman of the Planning and Zoning Commission of the City of College Station, Texas, hereby certify that the attached plat was duly approved by the Commission on the 26 day of June, 2021.

Dennis Christensen
Chairman
City of College Station

Filed for Record
Official Public Records Of:
Brazos County Clerk
On: 6/29/2021 11:45:10 AM
In the PLAT Records

Doc Number: 2021-1437239
Volume - Page: 17150-211
Number of Pages: 2
Amount: 73.00
Order#: 20210629000054
By: LG

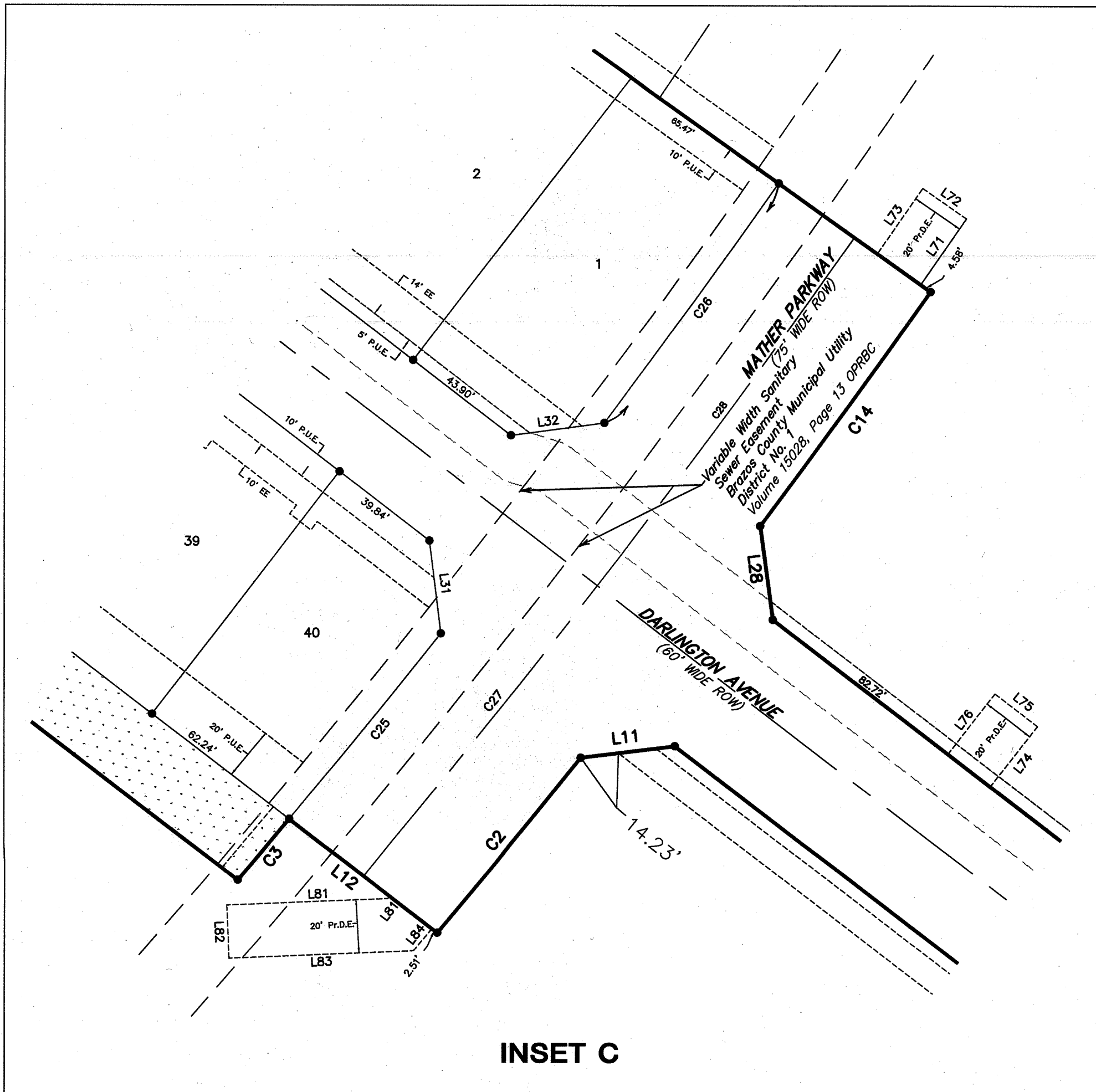
Karen McQueen
County Clerk
Brazos County, Texas
By: Dennis Christensen

CERTIFICATE OF COUNTY JUDGE

This subdivision plat was duly approved by the Commissioner's Court of Brazos County, Texas, as the Final Plat of such subdivision on the 1 day of June, 2021.

Signed this the 8 day of June, 2021.

Dennis Christensen
County Judge
Brazos County, Texas



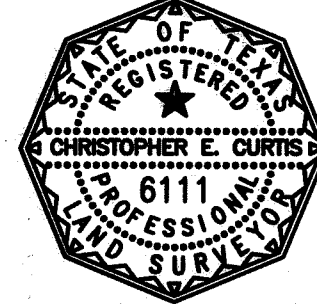
INSET C

CERTIFICATE OF THE SURVEYOR

STATE OF TEXAS §
COUNTY OF BRAZOS §

I, Christopher E. Curtis, Registered Professional Land Surveyor No. 6111, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

Christopher E. Curtis 6/17/21
Christopher E. Curtis, RPLS No. 6111



CERTIFICATE OF CITY ENGINEER

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

Craig L. Corbett
City Engineer
City of College Station

CERTIFICATION OF OWNERSHIP AND DEDICATION

STATE OF TEXAS §
COUNTY OF BRAZOS §

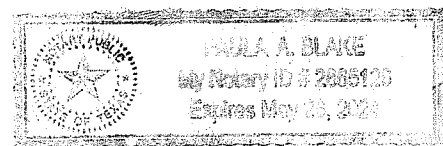
I, Wallace S. Phillips, Southern Points, LLC, and BV Southern Points Development, Inc. owner and developer of the land shown on this plat, and designated herein as Southern Points Section 200, of Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements and public places thereon shown for the purpose and consideration therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Wallace S. Phillips
Wallace S. Phillips
Southern Points, LLC.
BV Southern Points, LLC.

STATE OF TEXAS §
COUNTY OF BRAZOS §

Before me, the undersigned authority, on this day personally appeared Wallace S. Phillips, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this 9th day of June, 2021.



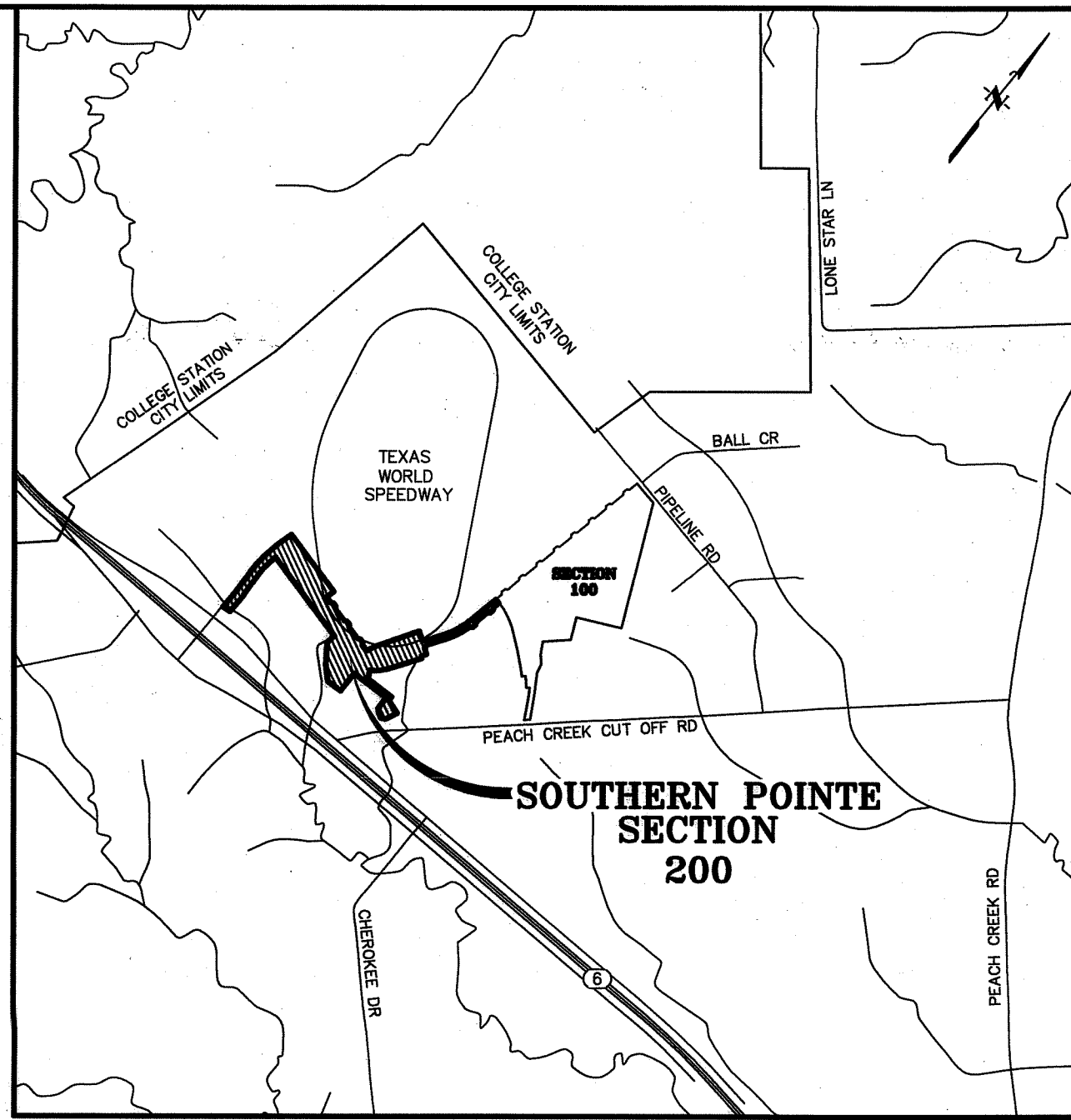
Paula A. Blake
Notary Public, Brazos County, Texas

OWNER
BV Southern Points Development, Inc.
P.O. Box 11962
College Station, Texas 77842

OWNER
Southern Points, LLC.
P.O. Box 11962
College Station, Texas 77842

DEVELOPER:

B.V. Southern Points Development, Inc.
P.O. Box 11962
College Station, Texas 77842



VICINITY MAP
Scale 1" = 2000'

APPROVED WAIVER NOTES:

- The following waivers were granted by the City of College Station Planning & Zoning Commission on January 5, 2017.
a. Section 8.2.G.2.b Block (Block Length) - This section requires that block length be a maximum of 800 feet in General Commercial designations.
i. Item 7. Block along State Highway 6 S. Frontage Road, from Southern Points Parkway to existing Peach Creek Cut-Off, is 2,168 feet.
ii. Item 9. Block on north side of Southern Points Parkway, from State Highway 6 S frontage road to Darlington Avenue, is 1,144 feet.
iii. Item 10. Block on the south side of Southern Points Parkway, from State Highway 6 S frontage road to Darlington Avenue, is 1,102 feet.
b. Section 8.2.G.2.c Block (Block Length) - This section requires that block length be a maximum of 1,200 feet in General Suburban designations.
i. Item 17. Darlington Avenue - Block length is 2,358 feet.
c. Section 8.3.W. Single-Family Residential Parking Requirements for Platting- This section requires new single-family subdivisions provide a residential parking option.
i. Item 23. All single-family developments are required to utilize and incorporate a Residential Parking Option.
- The following waivers were granted by the City of College Station Planning & Zoning Commission on August 16, 2018.
a. Section 8.8 - requirements for parkland dedication. 2. land dedication. a. 1, 3 and 4 as stated below.
i. LAND DEDICATION: The amount of land to be dedicated for neighborhood park land purposes and for community park purposes shall be as set forth in Appendix I. The total amount of land dedicated for the development shall be dedicated to the City in fee simple:
1. Prior to the issuance of any building permits for multi-family development,
2. For a phased development the entire park shall be either platted concurrently with the plat of the first phase of the development or
3. The developer may provide the City with financial security against the future dedication by providing a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit in the amount equal to the number of acres park land required and, in a form acceptable to the City. The amount of the financial guarantee shall be the amount of fee in lieu of land dedication as set forth in Appendix I. The financial guarantee will be released to the developer, without interest, upon the filing of the final plat for the subsequent phase that dedicates the required park land.

FINAL PLAT
OF
SOUTHERN POINTS
SECTION 200
A SUBDIVISION OF 26.067 ACRES
OUT OF THE
STERRETT D. SMITH SURVEY, A-210
COLLEGE STATION
BRAZOS COUNTY, TEXAS
65 RESIDENTIAL LOTS
BLOCK 26, LOTS 1 - 40
BLOCK 26, LOTS 1 - 10
BLOCK 27, LOTS 1 - 15
2 UTILITY LOTS
VOLUME 15061, PAGE 220
AND
VOLUME 16450, PAGE 256
COMMON AREAS A, 1A, 1B
PARKLAND 1P
JUNE 2021

SURVEYOR & ENGINEER:



JONES & CARTER
Texas Board of Professional Land Surveying Firm Registration No. 100463-07
Texas Board of Professional Engineers Firm Registration No. F-439
150 Venture Drive, Suite 100 • College Station, Texas 77845 • 979.731.8000

TITLE REPORT**GF No.: 2404841CS****Certification Date: September 8, 2024****Property Description:****Tract One:**

A FIELD NOTES DESCRIPTION OF A PORTION OF A 20' WIDE PUBLIC UTILITY EASEMENT IN THE STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210, IN BRAZOS COUNTY, TEXAS, OVER, ACROSS, AND UPON LOTS 2-5, BLOCK 25, SOUTHERN POINTE SUBDIVISION SECTION 200 FILED IN VOLUME 17135, PAGE 211 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found with red plastic cap stamped "JONES AND CARTER" on the southwest right-of-way of Darlington Avenue (50' wide right-of-way, 17135/211 OPRBCT) marking the east corner of said Lot 1, Block 25 and the north corner of Lot 2, Block 25, from which the City of College Station monument CS94-154 bears S 81° 34' 04" E a distance of 6,070.04 feet;

THENCE, with said right-of-way and the northeast lines of said Lot 2, S 36° 44' 50" E a distance of 7.42 feet;

THENCE, over, across, and upon said Lot 2, S 08° 12' 32" W a distance of 32.06 feet to an angle point;

THENCE, over, across, and upon said Lots 2-4, S 36° 44' 50" E a distance of 77.80 feet to an angle point;

THENCE, over, across, and upon said Lot 4, S 81° 44' 50" E a distance of 32.03 feet to a point on said southwest right-of-way and a north line of said 20' wide public utility easement;

THENCE, with said right-of-way, S 36° 44' 50" E passing at a distance of 19.45 feet a 1/2 inch iron rod found with red plastic cap stamped "JONES AND CARTER" and continuing for a total distance of 28.28 feet;

THENCE, over, across, and upon said Lots 5 and 4, N 81° 44' 50" W a distance of 60.32 feet to an angle point;

THENCE, over, across, and upon said Lots 4, 3, and 2, N 36° 44' 50" W a distance of 94.36 feet to an angle point;

THENCE, over, across, and upon said Lot 2, N 08° 12' 32" E a distance of 30.84 feet to a point on the northwest line of said Lot 2 and the southeast line of said Lot 1;

THENCE, with the common line of said Lots 1 and 2, N 53° 15' 10" E a distance of 20.86 feet to the POINT OF BEGINNING hereof and containing 0.077 of an acre (3351 sq. ft.) more or less.

Tract Two:

A FIELD NOTES DESCRIPTION OF A PORTION OF A 20' WIDE PUBLIC UTILITY EASEMENT IN THE STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210, IN BRAZOS COUNTY, TEXAS, OVER, ACROSS, AND UPON LOT 1, BLOCK 25, SOUTHERN POINTE SUBDIVISION SECTION 200 FILED IN VOLUME 17135, PAGE 211 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found with red plastic cap stamped "JONES AND CARTER" on the southwest right-of-way of Darlington Avenue (50' wide right-of-way, 17135/211

OPRBCT) marking the east corner of said Lot 1, Block 25 and the north corner of Lot 2, Block 25, from which another 1/2 inch iron rod found with red plastic cap stamped "JONES AND CARTER" bears S 36° 44' 50" E a distance of 50.00 feet; for reference the City of College Station monument CS94-154 bears S 81° 34' 04" E a distance of 6,070.04 feet;

THENCE, with the common line of said Lots 1 and 2, Block 25, S 53° 15' 10" W a distance of 20.86 feet;

THENCE, over, across, and upon said Lot 1, with the west line of said 20' wide public utility easement, N 08° 12' 32" E a distance of 29.52 feet to a point on said southwest right-of-way;

THENCE, with said right-of-way and the northeast S 36° 44' 50" E a distance of 20.89 feet to the POINT OF BEGINNING hereof and containing 0.005 of an acre (218 sq. ft.) more or less.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes.

Title Vested In:

BV Southern Pointe Development, Inc., a Texas Corporation; Southern Pointe, LLC - as to Tract One

Vesting Deed to owners shown herein was dated February 21, 2020 and recorded in Volume 15871, Page 20, Official Records, Brazos County, Texas. (Tract One)

Brightland Homes, Ltd. - as to Tract Two

Vesting Deed to owners shown herein was dated August 14, 2024 and recorded in Volume 19397, Page 1, Official Records, Brazos County, Texas. (Tract Two)

Subject to:

Deed of Trust to secure a Note:

Grantor: Southern Pointe, LLC

Trustee: Ivan M. Olson

Beneficiary: First Financial Bank, N.A.

Amount: \$12,000,000.00

Dated: October 14, 2020

Recorded: Volume 16446, Page 22, and corrected in Correction Affidavit recorded July 14, 2021 in Volume 17179, Page 89, Official Records, Brazos County, Texas. (Tract One)

Assignment of Rights under Construction Contract and Subdivision Agreement:

By: First Financial Bank, N.A.

Dated: October 14, 2020

Recorded: Volume 16446, Page 84, Official Records, Brazos County, Texas.

Assignment of Rights under Construction Contract and Subdivision Agreement:

By: First Financial Bank, N.A.

Dated: October 14, 2020

Recorded: Volume 16446, Page 109, Official Records, Brazos County, Texas.

Assignment (Brazos County Municipal Utility District No. 1):

By: First Financial Bank, N.A.

Dated: October 14, 2020

Recorded: Volume 16446, Page 134, Official Records, Brazos County, Texas.

Deed of Trust to secure a Note:

Grantor: BV Southern Pointe Development, Inc.

Trustee: Mike Gentry

Beneficiary: Southern Pointe, LLC

Amount: \$1,789,725.00

Dated: October 14, 2020

Recorded: Volume 16450, Page 264, Official Records, Brazos County, Texas. (Tract One)

Subordination Agreement recorded October 14, 2020, in Volume 16450, Page 278, Official Records, Brazos County, Texas.

The subject property appears to lie within the Brazos County Municipal Utility District No.1. The Texas Water Code, Section 50.301, Subchapter I, V.T.C.A., requires any person who sells or conveys real property located within such a district to give the purchaser written notice of the location of the property within said district. Said notice must also contain the most recent rate of taxes levied by the district on the subject property. Said notice to be recorded in the Official Records, Brazos County, Texas.

We will require a Tax Certificate for Brazos County Municipal Utility District No.1 be provided, showing all taxes paid current, prior to any title policies. (If this transaction is not closing in our office, please let us know if we need to order the tax certificate.)

Per Contract Amendment: 1. Seller to convey title to the surface of each subject lot; 2. Seller to reserve water rights; 3. Seller to receive rebates or licenses and Grantor's rights to receive all reimbursements from any applicable municipal utility district, drainage district or from any other governmental or reimbursing entity, including without limitation the Brazos County Municipal Utility District No. 1; 4. Right of Repurchase.

Restrictions:

Volume 17135, Page 211 (on plat); Volume 12656, Page 190; Volume 17931, Page 78; Volume 17979, Page 288; Volume 18255, Page 86; Volume 18256, Page 5; Volume 18257, Page 108; Volume 18267, Page 108; Volume 18332, Pages 181 and 207; Volume 18363; Page 194; Volume 18424, Page 21; Volume 18868, Page 272 and Volume 19246 Page 266 Official Records, Brazos County, Texas.

Exceptions:

Easements and Building Lines as set out on plat recorded in Volume 17135, Page 211, Official Records, Brazos County, Texas.

Building Lines as set out in restrictions recorded in Volume 12656, Page 190, Official Records, Brazos County, Texas.

Easements and Building Lines as set out in restrictions recorded in Volume 18256, Page 5, Official Records, Brazos County, Texas.

Maintenance Charges and the Lien securing the payment of same, as set out in restrictions recorded in Volume 18256, Page 5 of the Official Records of Brazos County, Texas.

Covenants, conditions and restrictions and other instruments recorded in Volume 18256, Page 5, Official Records, Brazos County, Texas, and purporting to impose a Working Capital Assessment, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.

Easement:

From: Phillips 3 Land Holdings, LLC

To: Entergy Texas Inc.

Dated: April 17, 2023

Recorded: Volume 18685, Page 29, Official Records, Brazos County, Texas.

Rights of Ingress and Egress retained in Partial Release:

Dated: September 23, 2016

Recorded: Volume 13644, Page 17, Official Records, Brazos County, Texas.

Terms, conditions, stipulations and building line as set out in the Development Agreement by and between:

Parties: McAlister Opportunity Fund 2012, L.P., a Delaware limited partnership, its successors and assigns and The City of College Station, Texas

Dated: March 12, 2015

Recorded: Volume 12656, Page 190, Official Records, Brazos County, Texas.

Terms, conditions and stipulations in the Order Granting the Petition for Creation of Brazos County Municipal Utility District No. 1 and appointing temporary directors:

Parties: Texas Commission of Environmental Quality and The Public

Dated: January 14, 2015

Recorded: Volume 12483, Page 207, Official Records, Brazos County, Texas.

Information Form of Brazos County Municipal Utility District No. 1:

To: The Public

Dated: January 29, 2015

Recorded: Volume 12669, Page 37, Official Records, Brazos County, Texas;

Amended:

Dated: December 1, 2017

Recorded: Volume 14393, Page 265, Official Records, Brazos County, Texas;

Amended:

Dated: August 27, 2020

Recorded: Volume 16349, Page 133, Official Records, Brazos County, Texas;

Amended:

Dated: September 14, 2020

Recorded: Volume 16356, Page 137, Official Records, Brazos County, Texas;

Amended:
Dated: February 8, 2023
Recorded: Volume 18462, Page 182, Official Records, Brazos County, Texas;

Amended:
Dated: August 11, 2023
Recorded: Volume 18788, Page 177, Official Records, Brazos County, Texas;

Amended:
Dated: January 22, 2024
Recorded: Volume 19019, Page 173, Official Records, Brazos County, Texas.

Terms, conditions and stipulations in the Waiver of Special Appraisal for Benefit of Brazos County Municipal Utility District No. 1 Agreement by and between:
Parties: Brazos County Municipal District No. 1 and McAlister Opportunity Fund 2012, L.P.
Dated: November 18, 2016
Recorded: Volume 13744, Page 148, Official Records, Brazos County, Texas.

Terms, conditions and stipulations in the Partial Assignment and Assumption of Development Agreement by and between:
Parties: McAlister Opportunity Fund, 2012 and Greens Prairie Investors, LTD.
Dated: November 28, 2016
Recorded: Volume 13809, Page 78, Official Records, Brazos County, Texas.

Notice to Purchasers:
By: McAlister Opportunity Fund 2012, LTD.
To: Greens Prairie Investors, Ltd.
Dated: November 29, 2016
Recorded: Volume 13737, Page 45, and corrected in Volume 13792, Page 202, Official Records, Brazos County, Texas.

Notice to Purchasers:
From: Southern Pointe Development, Inc.
To: The Public
Dated: July 9, 2021
Recorded: Volume 17353, Page 235, Official Records, Brazos County, Texas.

Statutory Notice to Purchasers of Real Property:
By: BV Southern Pointe Development, Inc.
To: Brightland Homes, Ltd.
Dated: August 2, 2024
Recorded: Volume 19370, Page 100, Official Records, Brazos County, Texas. (to be executed and recorded at closing) (Tract Two)

Statutory Notice to Purchasers of Real Property:
By: BV Southern Pointe Development, Inc.
To: Brightland Homes, Ltd.
Dated: August 14, 2024
Recorded: Volume 19397, Page 8, Official Records, Brazos County, Texas. (to be executed and recorded at closing) (Tract Two)

Terms, conditions and stipulations in the License and Memorandum Agreement by and between:
Parties: Homeowners' Association of Southern Pointe, Inc. and PM Fiber LLC
Dated: July 2, 2019
Recorded: Volume 15434, Page 69, and refiled in Volume 15435, Page 250, Official Records, Brazos County, Texas.

Terms, conditions and stipulations in the Southern Pointe Exclusive Easement and License Agreement by and between:
Parties: PM Fiber, LLC, aka PM Utilities Company; BV Southern Pointe Development, Inc.; McAlister Opportunity Fund 2012, L.P.; and Southern Pointe, LLC
Dated: December 1, 2018
Recorded: Volume 15555, Page 269, Official Records, Brazos County, Texas.

Terms, conditions and stipulations in the Partial Assignment and Assumption of Development Agreement by and between:
Parties: Greens Prairie Investors, Ltd. and Southern Pointe, LLC
Dated: December 13, 2018
Recorded: Volume 15446, Page 46, Official Records, Brazos County, Texas.

Terms, Conditions, and Stipulations in the Partial Assignment and Assumption of Development Agreement by and between:
Parties: Southern Pointe, LLC and BV Southern Pointe Development, Inc,
Dated: October 14, 2020
Recorded: Volume 17854, Page 79, Official Records, Brazos County, Texas.

Terms, Conditions, and Stipulations in the Partial Assignment and Assumption of Development Agreement by and

between:
Parties: Southern Pointe, LLC and Phillips 3 Land Holdings, LLC
Dated: December 3, 2021
Recorded: Volume 17854, Page 89, Official Records, Brazos County, Texas.

Southern Pointe Exclusive Easement and License Agreement:
Parties: PM Fiber, LLC aka PM Utilities Company, BV Southern Pointe Development, Inc., McAlister Opportunity Fund 2012, L.P. and Southern Pointe, LLC
Dated: December 1, 2018
Recorded: Volume 15555, Page 269, Official Records, Brazos County, Texas.

Water Rights reserved in Deed:
By: Southern Pointe, LLC
To: BV Southern Pointe Development, Inc., a Texas corporation
Dated: October 12, 2020
Recorded: Volume 16450, Page 256, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument. (to be included in vesting deed)

Rights reserved in Deed:
By: Southern Pointe, LLC
To: BV Southern Pointe Development, Inc., a Texas corporation
Dated: October 12, 2020
Recorded: Volume 16450, Page 256, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument. (to be included in vesting deed)

[CLICK HERE FOR DOCUMENTS](#)

Upon examination of the public records Brazos County, Texas, we find no exception to title of the subject property other than those shown above. This Title Report is issued with the express understanding, evidenced by acceptance of same, that the liability of the undersigned is limited to the actual monetary consideration paid for same.

University Title Company



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.077 ACRE PORTION OF THE 20-FOOT-WIDE PUBLIC UTILITY EASEMENT, SAID PORTION LYING OVER, ACROSS, AND UPON LOTS 2, 3, 4 & 5, BLOCK 25 OF THE SOUTHERN POINTE SUBDIVISION, SECTION 200, ACCORDING TO THE EASEMENT RECORDED IN VOLUME 14600, PAGE 73 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.077 acre portion of the 20-Foot-Wide Public Utility Easement, said portion lying over, across, and upon Lots 2, 3, 4, & 5, Block 25, of the Southern Pointe Subdivision, Section 200, according to the instrument recorded in Volume 14600, Page 73, of the Official Public Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Public Utility Easement”); and

WHEREAS, in order for the Public Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Utility Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Utility Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Public Utility Easement.
3. There is no anticipated future public need or use for the Public Utility Easement.
4. Abandonment of the Public Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Public Utility Easement as described in **Exhibit “A”** be abandoned and vacated by the City.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit “A”



MICHAEL KONETSKI
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6531

SURVEY EXHIBIT
OF A
PORTION OF A 20' WIDE PUBLIC UTILITY EASEMENT
VOLUME 14600, PAGE 73, OPRBCT
OVER, ACROSS, AND UPON LOTS 2-5, BLOCK 25
SOUTHERN POINTE SECTION 200
VOLUME 17135, PAGE 211, OPRBCT
STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT No. 210
BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 20 FEET
SURVEY DATE: 2021 & 2024 | PLAT DATE: 08-30-2024
JOB #: 24-1006 | CAD NAME: 24-1006-S Release 20' PUE Lot 2-5
POINT FILE: SOUTHERN POINTE SURFACE (cont); 21-655 (job)
DRAWN BY: TJF CHECKED BY: MK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

"When one person stands
to gain over another, the
facts must be uncovered"

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE
CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE
NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) MULTIPLY BY A COMBINED
SCALE FACTOR OF 0.9999059410912 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO
ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE
COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE EASEMENT PORTION ONLY. ADDITIONAL
IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS
SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH FIELD NOTES
DESCRIPTIONS (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE
INTENDED TO BE ONE INSTRUMENT TOGETHER.

REVISED 10-29-2024 TO ADD NORTH
ARROW, SCALE BAR, AND PLAT
REFERENCES



SCALE: 1" = 20'



POINT OF BEGINNING

1/2 INCH IRON ROD FOUND (CM)
WITH RED PLASTIC CAP STAMPED
"JONES AND CARTER"

CITY OF COLLEGE STATION
MONUMENT C594-154 BEARS
S 81°34'04" E 6,070.04'

S 36°44'50" E
7.42'

S 08°12'32" W
32.06'

N 08°12'32" E
30.84'

20.86'
N 53°15'10" E

LOT 1
BLOCK 25

LOT 2
BLOCK 25

LEGEND:

DRBCT = DEED RECORDS OF BRAZOS
COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF
BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS
OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM
PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

() = RECORD INFORMATION

EE = ELECTRICAL EASEMENT

PUE = PUBLIC UTILITY EASEMENT

SOUTHERN POINTE
SECTION 200
(17135/211 OPRBCT)

LOT 3
BLOCK 25

LOT 4
BLOCK 25

LOT 5
BLOCK 25

1/2 INCH IRON ROD FOUND (CM)
WITH RED PLASTIC CAP STAMPED
"JONES AND CARTER"

N 81°44'50" W 60.32'

32.03'
S 81°44'50" E

PORTION OF 20' WIDE
PUBLIC UTILITY EASEMENT
0.077 ACRE (3351 SQ. FT.)

DARLINGTON AVENUE
(50' WIDE ROW, 17135/211 OPRBCT)

10.00' PUE
(17135/211 OPRBCT)

77.80'
S 36°44'50" E
(17135/211 OPRBCT)

10.00' EE
(17135/211 OPRBCT)

39°46' M 94.36'
N 36°44'50" W

28.28'
S 36°44'50" E
19.45'



**FIELD NOTES DESCRIPTION
OF A
PORTION OF A 20' WIDE PUBLIC UTILITY EASEMENT
CROSSING LOTS 2-5, BLOCK 25, SOUTHERN POINTE SUBDIVISION SECTION 200
STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210
BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF A PORTION OF A 20' WIDE PUBLIC UTILITY EASEMENT IN THE STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210, IN BRAZOS COUNTY, TEXAS, SAID EASEMENT RECORDED IN VOLUME 14600, PAGE 73 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT), BEING OVER, ACROSS, AND UPON LOTS 2-5, BLOCK 25, SOUTHERN POINTE SUBDIVISION SECTION 200 FILED IN VOLUME 17135, PAGE 211 (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found with red plastic cap stamped "JONES AND CARTER" on the southwest right-of-way of Darlington Avenue (50' wide right-of-way, 17135/211 OPRBCT) marking the east corner of said Lot 1, Block 25 and the north corner of Lot 2, Block 25, from which the City of College Station monument CS94-154 bears S 81° 34' 04" E a distance of 6,070.04 feet;

THENCE, with said right-of-way and the northeast lines of said Lot 2, S 36° 44' 50" E a distance of 7.42 feet;

THENCE, over, across, and upon said Lot 2, S 08° 12' 32" W a distance of 32.06 feet to an angle point;

THENCE, over, across, and upon said Lots 2-4, S 36° 44' 50" E a distance of 77.80 feet to an angle point;

THENCE, over, across, and upon said Lot 4, S 81° 44' 50" E a distance of 32.03 feet to a point on said southwest right-of-way and a north line of said 20' wide public utility easement;

THENCE, with said right-of-way, S 36° 44' 50" E passing at a distance of 19.45 feet a 1/2 inch iron rod found with red plastic cap stamped "JONES AND CARTER" and continuing for a total distance of 28.28 feet;

THENCE, over, across, and upon said Lots 5 and 4, N 81° 44' 50" W a distance of 60.32 feet to an angle point;

THENCE, over, across, and upon said Lots 4, 3, and 2, N 36° 44' 50" W a distance of 94.36 feet to an angle point;

THENCE, over, across, and upon said Lot 2, **N 08° 12' 32" E a distance of 30.84 feet** to a point on the northwest line of said Lot 2 and the southeast line of said Lot 1;

THENCE, with the common line of said Lots 1 and 2, **N 53° 15' 10" E a distance of 20.86 feet** to the **POINT OF BEGINNING** hereof and containing **0.077 of an acre (3351 sq. ft.)** more or less.

Surveyed on the ground in 2021 and 2024 under my supervision. See exhibit prepared August 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. Distances described herein are surface distances. To obtain grid distances (not grid areas) multiply by a combined scale factor of 0.9999059410912 (calculated using GEOID12B). Reference drawing: 24-1006-5 Release 20' PUE Lot2-5.dwg



Michael Konetski 10/29/24

Michael Konetski

Registered Professional Land Surveyor No. 6531

Revised 10-29-2024 to reference easement: 14600/73 OPRBCT.

KERR
SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

November 25, 2024
Item No. 9.2.
6100 Darlington Ave Public Utility Easement Abandonment

Sponsor: Lucas Harper

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.005-acre portion of a 20-foot-wide public utility easement located over, across, and upon Lot 1, Block 25 of the Southern Pointe Subdivision, Section 200, Brazos County, Texas, according to the Easement recorded in Volume 14600, Page 73 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of the abandonment.

Summary: The public utility easement abandonment is being requested by the applicant as a result of a desire to construct residential homes on lots that are currently occupied by a shared drive and parking for model homes located in the subdivision. The originally dedicated easement was not utilized by utilities and a separate public utility easement (PUE) has been dedicated along the right-of-way frontage to serve existing and future utilities. The existing 50-foot-wide right-of-way of Darlington Avenue will also remain in place to provide access and utilities to the lots.

The utility easement is located approximately 120 feet southeast of the intersection of Southern Pointe Parkway and Darlington Avenue, extending across the east corner of Lot 1, Block 25 of the Southern Pointe Subdivision, Section 200, also currently known as 6100 Darlington Avenue.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Location Map
3. Application
4. Ordinance - Southern Pointe

VICINITY MAP

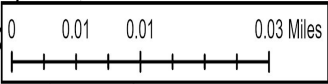


6100 DARLINGTON AVE

SOUTHERN POINTE PARKWAY

VERONA DRIVE

DARLINGTON AVENUE



LOCATION MAP



SOUTHERN POINTE PARKWAY

Lot: 1

Lot: 2

DARLINGTON AVENUE

PORTION OF A 20' WIDE
PUE TO BE ABANDONED
0.005 ACRES

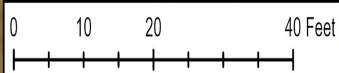
Lot: 1

Lot: 3

Lot: 2

Lot: 3

Lot: PLD



FOR OFFICE USE ONLY

CASE NO.: _____
 DATE SUBMITTED: _____
 TIME: _____
 STAFF: _____

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☒ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☒ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

6100 Darlington Avenue, College Station, TX 77845, Southern Pointe Subdivision Section 200, Block 25, Lot 1

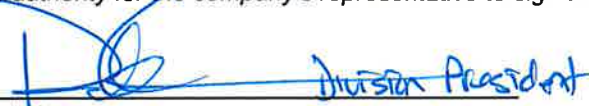
APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Schultz Engineering LLC - Ricky Flores E-mail ricky@schultzen.com
 Street Address 911 Southwest Parkway
 City College Station State Tx Zip Code 77840
 Phone Number 979-764-3900 Fax Number 979-764-3910

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Brightland Homes, LTD E-mail _____
 Street Address: 15725 N. Dallas Parkway, Suite 300
 City Addison State Texas Zip Code 75001
 Phone Number _____ Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

 Division President 9/30/24
 Signature and title _____ Date _____

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name None E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

This property has easements along the adjacent roadway and the rear of the lot.
8. That there is no current public need or use for the easement or right-of-way because:

The easement was for a waterline that has since been removed and relocated.
9. That there is no anticipated future public need or use for the easement or right-of-way because:

This property has easements along the adjacent roadway and the rear of the lot.
10. That all public utilities have access to serve current and future customers because:

Existing public utilities are in place to serve these adjacent lots and no future utilities are needed.
11. Such public right-of-way/easement has been and is being used as follows:

The existing easement is vacant

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.



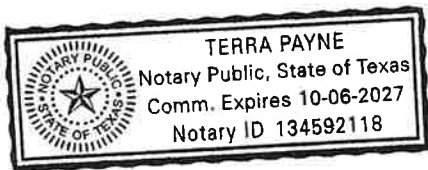
Duison President

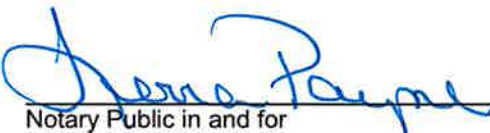
9/30/24

Signature and title Date

STATE OF TEXAS §
 § ACKNOWLEDGEMENT
 COUNTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 30th day of September, ~~2009~~ ²⁰²⁴ by _____.





Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.



**FIELD NOTES DESCRIPTION
OF A
PORTION OF A 20' WIDE PUBLIC UTILITY EASEMENT
CROSSING LOT 1, BLOCK 25, SOUTHERN POINTE SUBDIVISION SECTION 200
STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210
BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF A PORTION OF A 20' WIDE PUBLIC UTILITY EASEMENT IN THE STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210, IN BRAZOS COUNTY, TEXAS, SAID EASEMENT RECORDED IN VOLUME 14600, PAGE 73 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT), BEING OVER, ACROSS, AND UPON LOT 1, BLOCK 25, SOUTHERN POINTE SUBDIVISION SECTION 200 FILED IN VOLUME 17135, PAGE 211 (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found with red plastic cap stamped "JONES AND CARTER" on the southwest right-of-way of Darlington Avenue (50' wide right-of-way, 17135/211 OPRBCT) marking the east corner of said Lot 1, Block 25 and the north corner of Lot 2, Block 25, from which another 1/2 inch iron rod found with red plastic cap stamped "JONES AND CARTER" bears S 36° 44' 50" E a distance of 50.00 feet; for reference the City of College Station monument CS94-154 bears S 81° 34' 04" E a distance of 6,070.04 feet;

THENCE, with the common line of said Lots 1 and 2, Block 25, **S 53° 15' 10" W a distance of 20.86 feet;**

THENCE, over, across, and upon said Lot 1, with the west line of said 20' wide public utility easement, **N 08° 12' 32" E a distance of 29.52 feet** to a point on said southwest right-of-way;

THENCE, with said right-of-way and the northeast line of said Lot 1, Block 25, **S 36° 44' 50" E a distance of 20.89 feet** to the **POINT OF BEGINNING** hereof and containing **0.005 of an acre (218 sq. ft.)** more or less.

Surveyed on the ground in 2021 and 2024 under my supervision. See exhibit prepared August 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. Distances described herein are surface distances. To obtain grid distances (not grid areas) multiply by a combined scale factor of 0.9999059410912 (calculated using GEOID12B). Reference drawing: 24-1006-S Release 20' PUE Lot1.dwg



Michael Konetski

11/6/24

Michael Konetski

Registered Professional Land Surveyor No. 6531

Revised 10-29-2024 to reference easement: 14600/73 OPRBCT and add reference to lot line and 11-6-2024 to correct lot reference.

**KERR
SURVEYING**

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Application for Abandonment of
a Public Right-of-Way/Easement

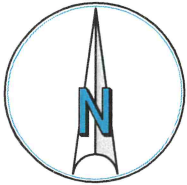
Location: _____

EXHIBIT NO. 2

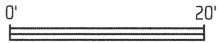
Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.



MICHAEL KONETSKI
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6531



SCALE: 1" = 20'



POINT OF BEGINNING

1/2 INCH IRON ROD FOUND (CM)
WITH RED PLASTIC CAP STAMPED
"JONES AND CARTER"

CITY OF COLLEGE STATION
MONUMENT CS94-154 BEARS
S 81°34'04" E 6,070.04'

DARLINGTON AVENUE
(50' WIDE ROW, 17735/211 OPRBCT)

**PORTION OF 20' WIDE
PUBLIC UTILITY EASEMENT
0.005 ACRE (218 SQ. FT.)**

1/2 INCH IRON ROD FOUND (CM)
WITH RED PLASTIC CAP STAMPED
"JONES AND CARTER"

20' WIDE PUBLIC UTILITY EASEMENT
(14600/73 OPRBCT)

(17735/211
OPRBCT)
10.00' EE

10.00' PUE
(17735/211
OPRBCT)

**REVISED 10-29-2024 TO ADD NORTH
ARROW, SCALE BAR, AND PLAT
REFERENCES**

LEGEND:

DRBCT = DEED RECORDS OF BRAZOS
COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF
BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS
OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM
PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

() = RECORD INFORMATION

EE = ELECTRICAL EASEMENT

PUE = PUBLIC UTILITY EASEMENT

SURVEY EXHIBIT

OF A

PORTION OF A 20' WIDE PUBLIC UTILITY EASEMENT

VOLUME 14600, PAGE 73, OPRBCT

OVER, ACROSS, AND UPON LOT 1, BLOCK 25

SOUTHERN POINTE SECTION 200

VOLUME 17135, PAGE 211, OPRBCT

STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT No. 210

BRAZOS COUNTY, TEXAS



"When one person stands
to gain over another, the
facts must be uncovered"

SCALE: 1 INCH = 20 FEET
SURVEY DATE: 2021 & 2024 | PLAT DATE: 08-30-2024
JOB #: 24-1006 | CAD NAME: 24-1006-S Release 20' PUE Lot 1
POINT FILE: SOUTHERN POINTE SURFACE (cont); 21-655 (job)
DRAWN BY: TJF CHECKED BY: MK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE
CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE
NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) MULTIPLY BY A COMBINED
SCALE FACTOR OF 0.9999059410912 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO
ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE
COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE EASEMENT PORTION ONLY. ADDITIONAL
IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS
SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH FIELD NOTES
DESCRIPTIONS (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE
INTENDED TO BE ONE INSTRUMENT TOGETHER.

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 6100 Darlington Avenue

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: 

Title: Engineer 3

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 6100 Darlington Avenue

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: 

Title: SUPERVISOR OPS. Construction

11.7.2024

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement
Location: 6100 Darlington Avenue

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

Frontier

~~VERIZON~~ TELEPHONE COMPANY

By: Michael R. Zweinermann
Title: OSP Engineer

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: [Signature]
Title: Engineering Design Manager

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 6100 Darlington Ave.

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.



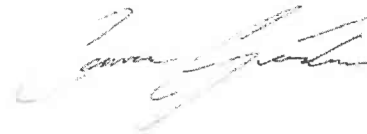
City Engineer
City of College Station



Building Official
City of College Station



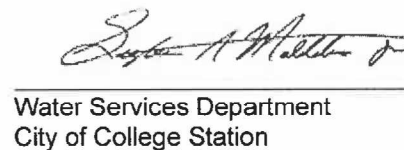
Zoning Official
City of College Station



Fire Marshal
City of College Station



Electric Department
City of College Station
11/8/2024



Water Services Department
City of College Station



Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 6100 Darlington Avenue

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

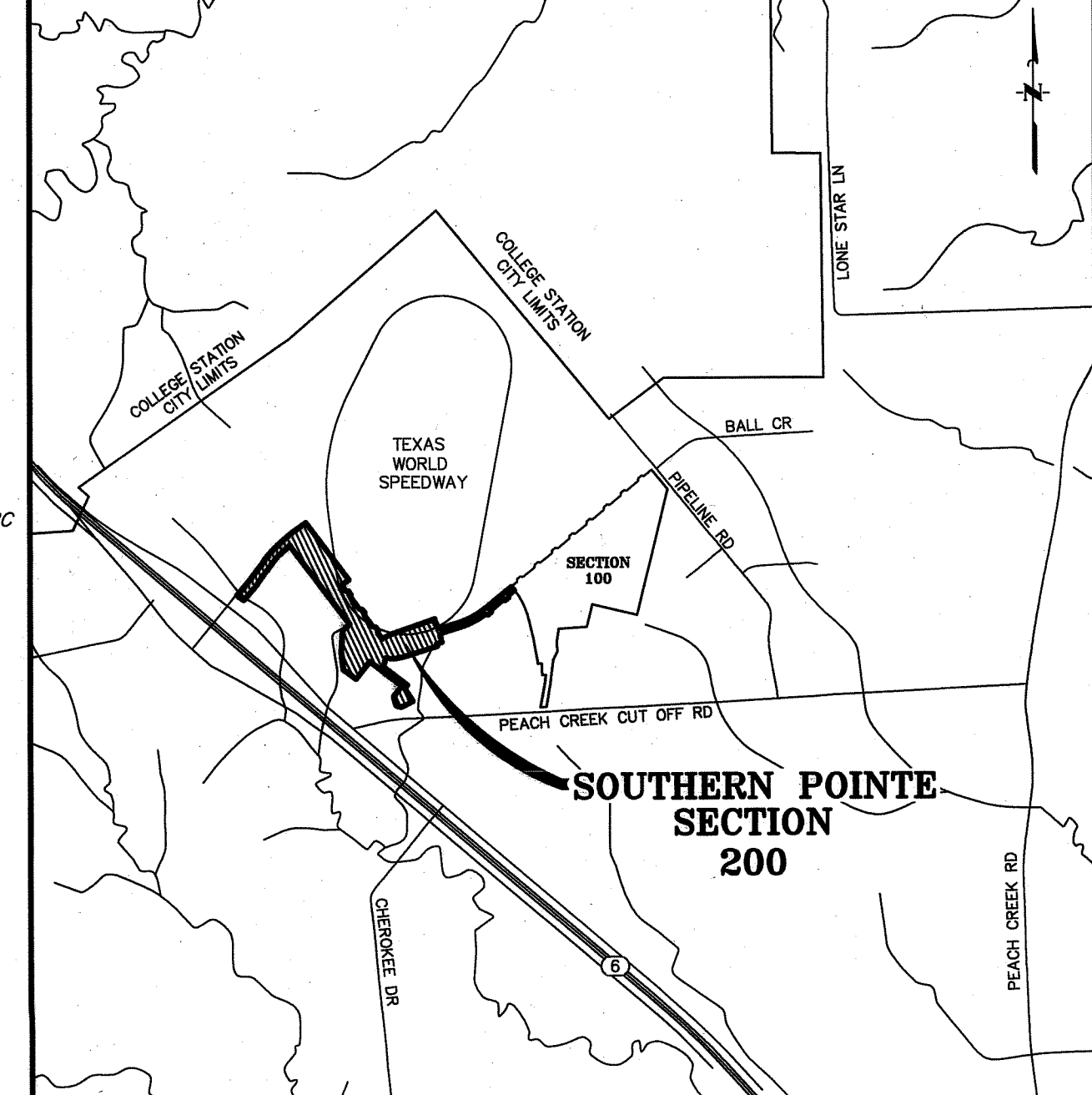
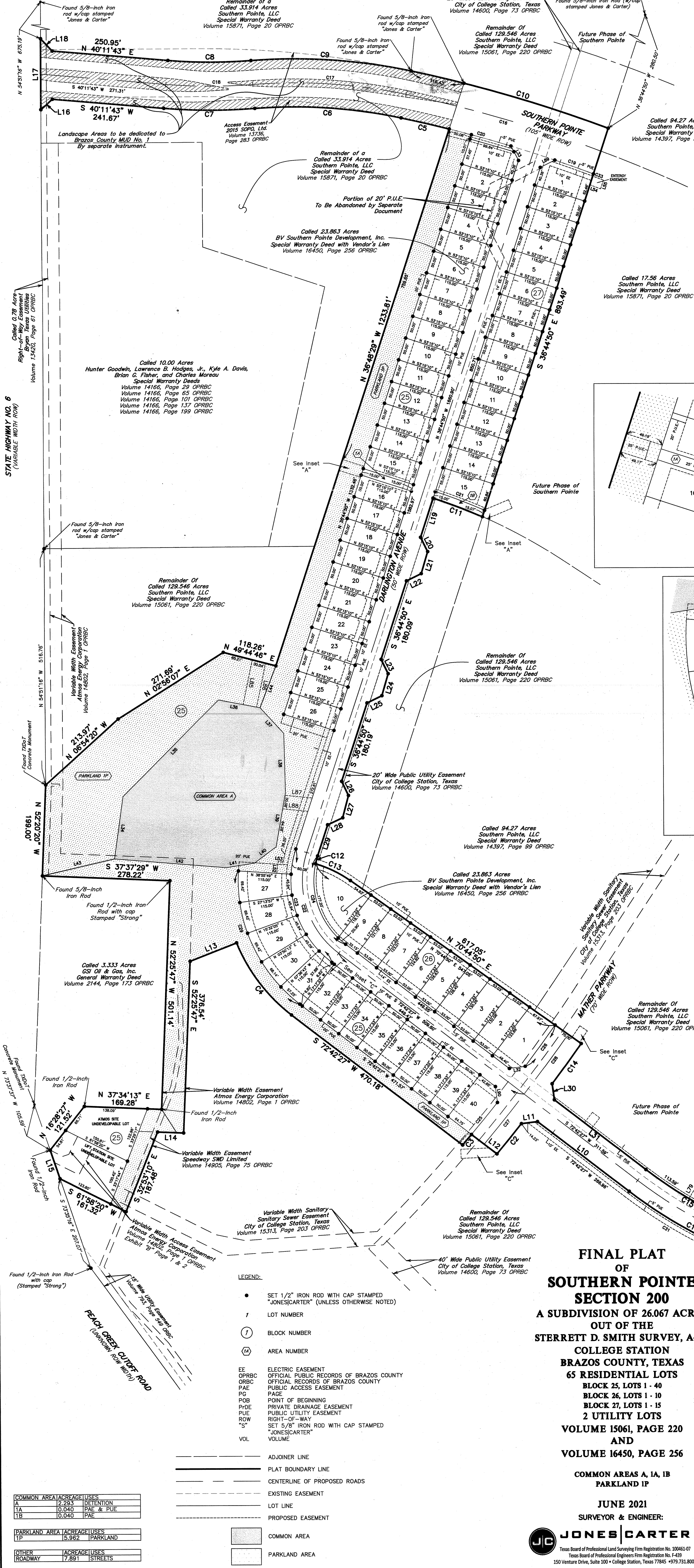
NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

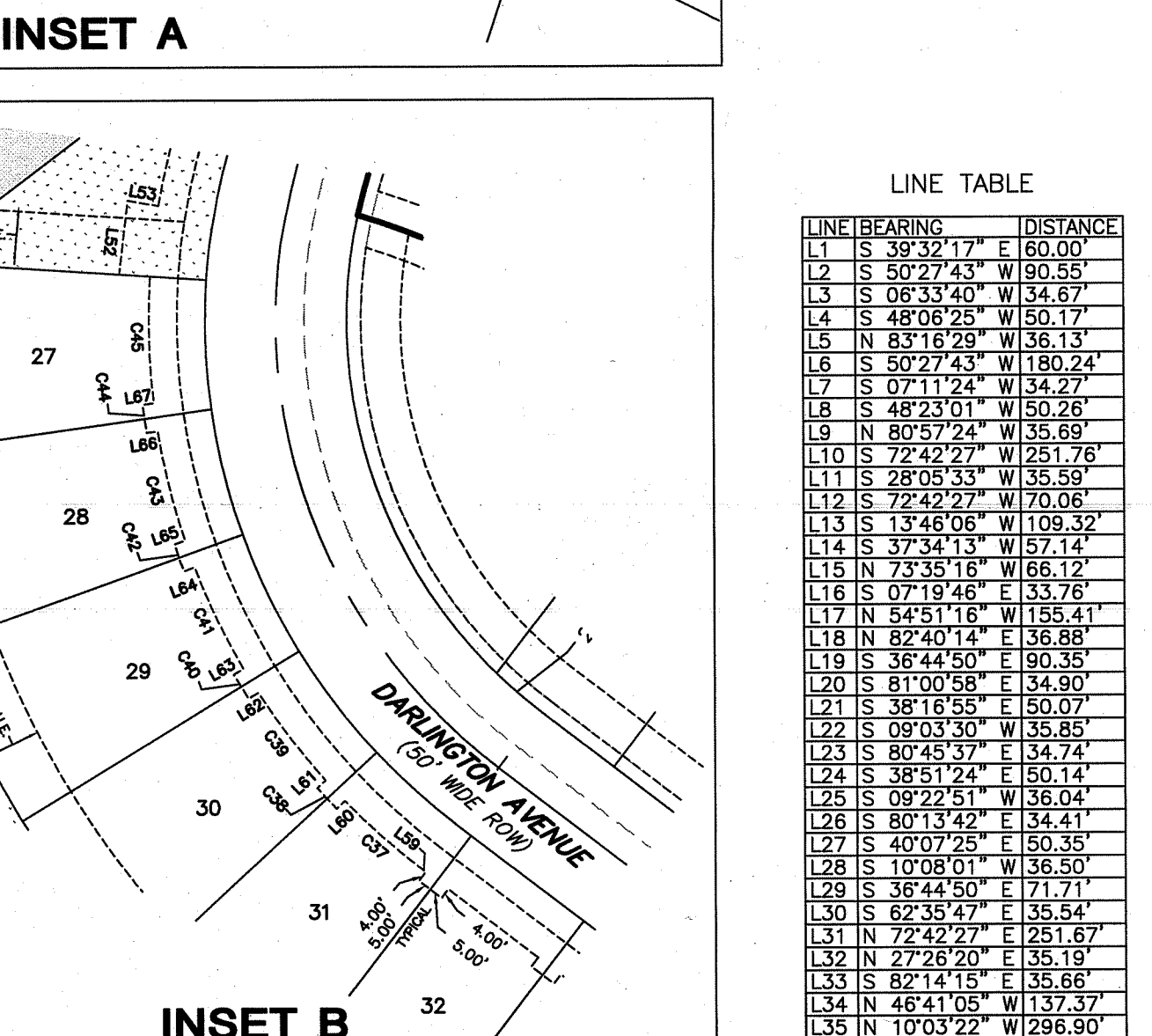
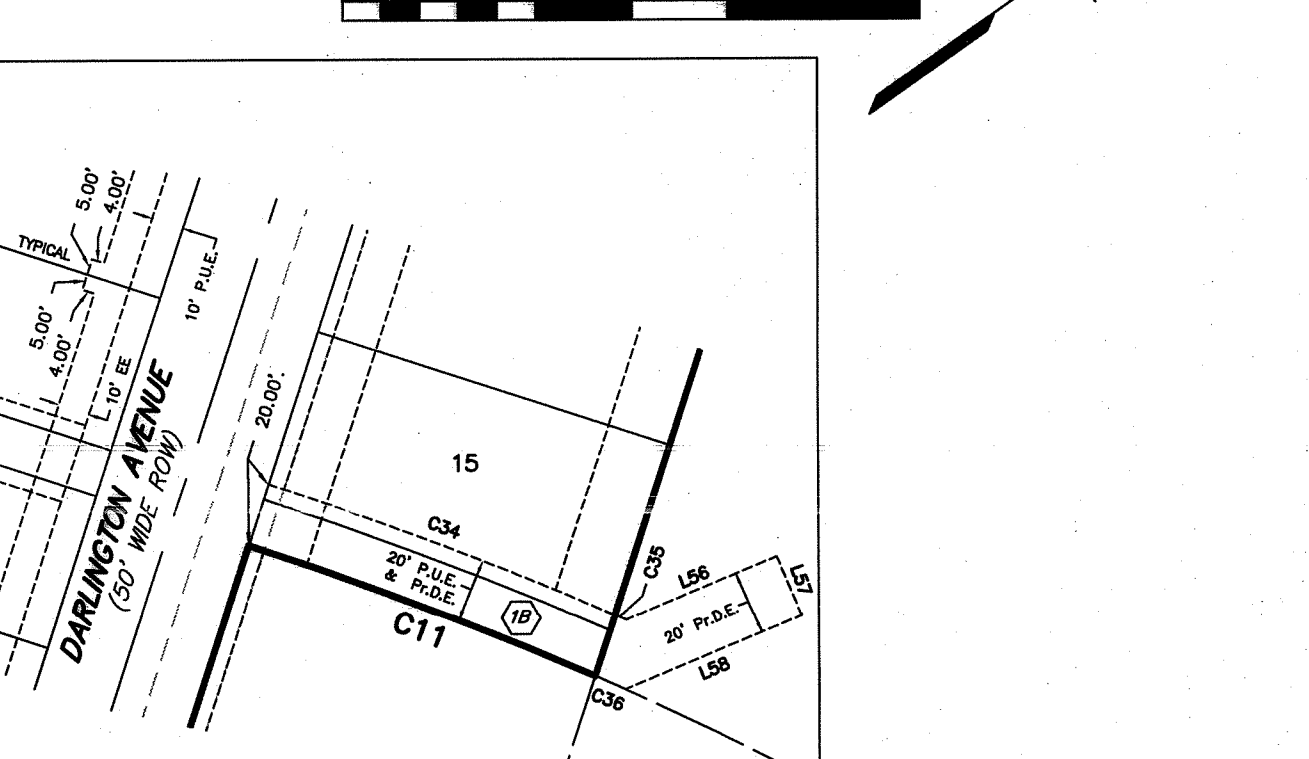
NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

STATE HIGHWAY NO. 6
(VARIABLE WIDTH ROW)



VICINITY MAP
Scale 1" = 2000'
NORTH
SCALE: 1" = 100'
0 100 200 300



LINE	BEARING	DISTANCE
L1	S 39°32'17" E	60.00
L2	S 50°27'43" E	180.55
L3	S 06°33'40" W	34.67
L4	S 48°06'25" W	50.17
L5	N 83°16'29" W	56.13
L6	S 50°27'43" W	180.24
L7	S 07°11'24" W	34.27
L8	S 48°23'01" W	50.26
L9	N 80°51'24" W	55.89
L10	S 72°42'27" W	70.06
L11	S 28°05'33" W	55.59
L12	S 72°42'27" W	70.06
L13	S 13°46'06" W	109.32
L14	S 37°34'13" W	57.14
L15	N 73°55'18" W	66.72
L16	S 07°18'46" E	33.76
L17	N 54°51'16" W	155.41
L18	N 82°40'14" E	36.88
L19	S 38°44'50" E	50.35
L20	S 81°00'58" E	34.90
L21	S 38°16'55" E	50.07
L22	S 08°03'30" W	55.85
L23	S 80°45'37" E	54.74
L24	S 38°51'24" E	50.14
L25	S 08°22'51" W	36.04
L26	S 80°13'42" E	59.09
L27	S 40°07'25" E	50.35
L28	S 10°08'01" W	36.50
L29	S 38°44'50" E	71.71
L30	S 80°45'37" E	54.74
L31	N 72°42'27" E	251.67
L32	N 27°26'20" E	35.19
L33	S 82°14'15" E	59.09
L34	N 46°11'05" W	137.37
L35	N 10°03'22" W	296.90
L36	N 45°57'41" E	92.47
L37	S 72°42'27" E	17.37
L38	S 56°08'35" E	130.15
L39	S 44°52'51" E	119.96
L40	S 01°43'49" E	59.09
L41	S 26°20'10" W	62.72
L42	S 39°55'12" W	244.41
L43	N 22°12'15" E	161.69
L44	S 34°02'57" E	98.01
L45	S 50°27'43" W	9.87
L46	N 39°32'17" W	5.00
L47	S 50°27'43" W	95.93
L48	S 50°27'43" W	210.52
L49	S 31°36'30" E	19.75
L50	S 59°17'56" W	33.34
L51	N 29°47'51" W	9.75
L52	N 48°07'46" W	26.16
L53	N 44°48'40" E	11.00
L54	S 13°32'05" W	4.00
L55	N 36°44'50" E	20.03
L56	N 12°34'06" E	51.20
L57	S 13°32'05" W	20.00
L58	S 12°34'06" E	51.20
L59	S 72°42'27" W	1.82
L60	S 07°38'43" E	4.00
L61	S 59°17'56" W	59.09
L62	S 03°50'13" W	4.00
L63	N 03°50'13" E	4.00
L64	S 13°32'05" W	4.00
L65	S 12°34'06" E	4.00
L66	S 27°13'57" W	4.00
L67	N 27°13'57" E	4.00
L68	N 11°11'24" E	111.26
L69	S 89°53'43" W	20.00
L70	S 27°13'57" W	29.85
L71	N 17°01'08" W	26.07
L72	S 72°42'27" W	20.00
L73	S 27°13'57" W	29.85
L74	N 17°01'08" W	26.07
L75	S 72°42'27" W	20.00
L76	S 17°01'08" E	26.76
L77	N 24°55'33" W	26.94
L78	S 89°53'43" W	20.00
L79	S 24°55'33" E	26.94
L80	N 14°57'30" E	1.13
L81	S 27°13'57" W	50.46
L82	S 13°32'05" W	4.00
L83	N 32°43'15" E	69.30
L84	N 14°57'30" W	10.78
L85	N 43°01'38" W	100.05
L86	N 43°01'38" W	98.06
L87	S 41°01'09" W	59.57
L88	S 41°01'09" W	59.57
L89	N 08°44'34" E	15.66
L90	S 81°56'28" E	35.14

FINAL PLAT
OF
SOUTHERN POINTE
SECTION 200
A SUBDIVISION OF 26.067 ACRES
OUT OF THE
STERRETT D. SMITH SURVEY, A-210
COLLEGE STATION
BRAZOS COUNTY, TEXAS
65 RESIDENTIAL LOTS
BLOCK 25, LOTS 1 - 40
BLOCK 26, LOTS 1 - 10
BLOCK 27, LOTS 1 - 15
2 UTILITY LOTS
VOLUME 15061, PAGE 220
AND
VOLUME 16450, PAGE 256

COMMON AREAS A, 1A, 1B
PARKLAND 1P

JUNE 2021
SURVEYOR & ENGINEER:

JONES & CARTER
Texas Board of Professional Land Surveying Firm Registration No. 100461-07
Texas Board of Professional Engineers Firm Registration No. F-439
150 Venture Drive, Suite 100 • College Station, Texas 77845 • 409.731.8000

OWNER
BV Southern Pointe Development, Inc.
P.O. Box 11962
College Station, Texas 77842

DEVELOPER:
B.V. Southern Pointe Development, Inc.
P.O. Box 11962
College Station, Texas 77842

OWNER
Southern Pointe, LLC
P.O. Box 11962
College Station, Texas 77842

OWNER
Southern Pointe, LLC
P.O. Box 11962
College Station, Texas 77842

SHEET 1 OF 2

GENERAL NOTES:

- The proposed development is located in the City of College Station, Texas. This development is being reviewed as an "in city" development per letter request submitted by the developer to the city.
 - Bearings shown hereon are based on the Texas Coordinate System of 1983, Central Zone (4203).
 - A separate legal description of equal date was written in conjunction with this survey.
 - Determination of the ownership, location, or development of minerals related to the Subject Tract fall outside the scope of this survey. Such matters should be directed by the client to an expert consultant.
 - This survey does not provide a determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
 - According to Map No. 4804100350E of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Brazos County, dated May 16, 2012, the subject tract is situated within: Unshaded Zone "X", defined as areas determined to be outside the 500-year flood plain.
- This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- Unless otherwise noted, all lot and common area corners, points of intersection, points of curvature, points of reverse curvature, points of compound curvature, and points of tangency shown hereon are marked with a 1/2-inch diameter iron rod 2-feet in length with a plastic cap stamped "Jones/Carter". See Legend on Sheet 1.
 - Distances shown along curves are arc lengths.
 - Proposed uses are commercial, institutional, multi-family, single-family, and open space in compliance with the signed development agreement between the City of College Station and McAllister Opportunity Fund 2012, L.P., dated March 12, 2015, recorded in Volume 12555, Page 190 of the Official Public Records of Brazos County (amended November 10, 2016).
 - The Development Agreement between the city and the developer has established an effective date of March 12, 2015, based on Article II of the Development Agreement (DA), the proposed development will comply with the unified development ordinances of the City of College Station as of the "effective" date of the DA. Therefore, the effective UDO is the February 10, 2015, Supplement 4 (effective UDO).
 - Per the executed Utility Agreement between the City of College Station and Brazos County Municipal Utility District No. 1, executed August 21, 2015 and amended November 10, 2016, water and waste water service are to be provided by City of College Station.
 - Per the executed Utility Agreement between the City of College Station and Brazos County Municipal Utility District No. 1, executed August 21, 2015 and amended November 10, 2016, the City of College Station will, upon acceptance, own and operate all public water and public sanitary sewer facilities in Brazos County Municipal Utility District No. 1.
 - Water, sewer, drainage and streets will be designed and constructed to the 2012 edition of the B/C/S unified development guidelines, standards, and specifications.
 - Per the executed Development Agreement (DA) between the City of College Station and McAllister Opportunity Fund 2012, L.P., effective March 12, 2015, as amended, streets will be constructed based on the thoroughfare road standards as of the date of the agreement.
 - Storm sewer system, including drainage channels, underground stormwater conveyance systems, and detention ponds will be maintained by Brazos County Mud No. 1 until annexation by the City of College Station. Upon annexation, the maintenance of the detention ponds will be the responsibility of the HOA unless the city requests a continuation of the mud tading authority for the purpose of detention pond maintenance as set forth in the DA.
 - The operation and maintenance of the local streets is based on an executed inter-local agreement between Brazos County and Brazos County Municipal Utility District No. 1.
 - The operation and maintenance of the major streets is based on an executed inter-local agreement between Brazos County and Brazos County Municipal Utility District No. 1.
 - Sidewalk maintenance is the responsibility of the Homeowners Association.
 - Common areas and parkland will be owned and maintained by the Homeowners Association. Upon annexation, the parkland ownership and maintenance will be transferred to the city. The remaining common areas will continue to be owned and maintained by the Homeowners Association.
 - Electrical service for this development is provided by Entergy.
 - Homeowners Association easement activities and/or infrastructure will be referenced in the covenants, conditions, and restrictions of the subdivision.
 - In approving this plat by the Commissioner's Court of Brazos County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Brazos County, Texas. Said Commissioner's Court assumes no obligation to build the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
 - It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by the other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
 - Setback and building separation for general suburban is based on the Development Agreement, as noted below:
 - Front setback = 20 feet
 - Rear setback = 20 feet
 - Side setback = 5 feet; the side setback shall be a minimum of 15 feet when the side lot line is used for the purpose of extending public utilities within an easement.
 - Side street setback = 15 feet
 - Lot 41, Block 25 to be used by Atmos for their facilities.
 - Lot 42, Block 25 to be used by the City of College Station for sewage lift station.

TITLE REPORT NOTES:

Title Report performed by University Title Company, GF No. 201023, Certification Date: March 16, 2020

Easement From: Texas Speedway Limited Partnership
To: General Telephone Company of the Southwest Dated: March 22, 1985
Recorded: Volume 777, Page 732, Official Records, Brazos County, Texas.
OLD BLANKET EASEMENT WITH VAGUE DESCRIPTION. THIS CANNOT BE SHOWN.

Easement From: Texas Speedway Limited Partnership To: Gulf States Utilities Company
Dated: March 1, 1986
Recorded: Volume 866, Page 547, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Texas World Speedway Limited Partnership To: Gulf States Utilities
Dated: May 31, 1988
Recorded: Volume 1059, Page 585, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Raceway Limited Partnership
To: Ferguson Burrell County Gas Gathering System Dated: October 8, 1997
Recorded: Volume 6090, Page 61, Official Records, Brazos County, Texas.
Amended in Partial Release of Easement dated June 15, 2016 and recorded in Volume 13445, Page 58, Official Records of Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Texas Speedway Limited Partnership To:
Entergy Gulf States, Inc. Dated: June 1, 2004
Recorded: Volume 6506, Page 223, Official Records, Brazos County, Texas.
THIS EASEMENT HAS BEEN RELEASED PER VOLUME 16395, PAGE 232, DATED: JULY 21, 2020, DOES NOT AFFECT SUBJECT TRACT.

Easement From: Texas Speedway Limited Partnership To: Gulf State Utilities Company
Dated: January 6, 1982
Recorded: Volume 508, Page 510, Deed Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Texas Speedway Limited Partnership To: Gulf State Utilities Company
Dated: February 15, 1982
Recorded: Volume 513, Page 153, Deed Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Texas Speedway Limited Partnership To: Gulf State Utilities Company
Dated: June 1, 1982
Recorded: Volume 522, Page 632, Deed Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Texas Speedway Limited Partnership To: Gulf State Utilities Company
Dated: September 26, 1983
Recorded: Volume 613, Page 447, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Texas Speedway Limited Partnership To: Gulf State Utilities Company
Dated: March 19, 1985
Recorded: Volume 776, Page 592, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Raceway Limited Partnership
To: Aquila Southwest Pipeline Corporation Dated: June 13, 1994
Recorded: Volume 2168, Page 43, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: Texas Speedway Limited Partnership
To: Richard C. Conole, et ux, as Trustees of the Conole Trust Dated: April 1, 2003
Recorded: Volume 5229, Page 234, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Terms, Conditions, and Stipulations in the Sewer Line Agreement by and between:
Parties: Grid Raceway Holdings, Ltd., a Texas limited partnership and Sherry S. Conole
Dated: November 16, 2007, Recorded: Volume 8348, Page 46, Official Records, Brazos County, Texas.
THIS AGREEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement From: 2015 SOPD, LTD.
To: City of Bryan, dba Bryan Texas Utilities Dated: June 2, 2016
Recorded: Volume 13420, Page 56, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

20' Public Utility Easement (10' on property) as shown on the Texas World Speedway (9.306 acres tract No.1) plat filed in Volume 3363 Page 197, Official Records of Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Blanket Easement Reserved in Deed:
From: McAllister Opportunity Fund 2012, LTD.
To: Greens Prairie Investors, Ltd. Dated: November 30, 2016
Recorded: Volume 13736, Page 274, Official Records, Brazos County, Texas.
THIS EASEMENT WILL AFFECT THE SUBJECT TRACT AS A BLANKET EASEMENT UNTIL ROADS ARE PLATTED.

Easement From: 2015 SOPD, LTD., a Texas limited partnership To: City of College Station, Texas Dated: March 27, 2018, Recorded: Volume 14800, Page 57, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Easement and Development Rights Reserved in Deed:
By: McAllister Opportunity Fund 2012, L.P., a Delaware limited partnership To: Southern Points, LLC, a Texas limited liability company, Dated: December 5, 2018
Recorded: Volume 14397, Page 99, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
THIS EASEMENT WILL AFFECT THE SUBJECT TRACT AS A BLANKET EASEMENT UNTIL ROADS ARE PLATTED.

Easement and Development Rights Reserved in Deed: By: McAllister Opportunity Fund 2012, L.P., a Delaware limited partnership To: Southern Points, LLC, a Texas limited liability company, Dated: December 12, 2018
Recorded: Volume 15059, Page 179, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
THIS EASEMENT WILL AFFECT THE SUBJECT TRACT AS A BLANKET EASEMENT UNTIL ROADS ARE PLATTED.

Unrecorded Right of Way Agreement by and between:
By: Raceway Limited Partnership To: Speedway SMD Limited
Dated: May 30, 1994;
CAN NOT FIND THIS UNRECORDED EASEMENT.

Amendment to Right of Way Agreement by and between:
Parties: McAllister Opportunity Fund 2012, LP and Speedway SD Limited Dated: July 20, 2016
Recorded: Volume 14905, Page 63, Official Records, Brazos County, Texas;
THIS EASEMENT WAS ABANDONED PER VOLUME 14905, PAGE 75.

Sanitary Sewer Easement with Mineral Reservation: From: Greens Prairie Investors, Ltd.
To: Brazos County Municipal Utility District No. 1 Dated: November 1, 2018
Recorded: Volume 15028, Page 36, Official Records, Brazos County, Texas;
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Assignment of Sanitary Sewer Easement: To: City of College Station, Texas
Dated: April 15, 2019, Page 212, Official Records, Brazos County, Texas.
Recorded: Volume 15313, Page 222, Official Records, Brazos County, Texas;
DOES NOT AFFECT SUBJECT TRACT THIS IS SAME EASEMENT AS ABOVE (15028/24)

Sanitary Sewer Easement with Mineral Reservation: From: McAllister Opportunity Fund 2012, L.P.
To: Brazos County Municipal Utility District No. 1 Dated: November 1, 2018
Recorded: Volume 15028, Page 36, Official Records, Brazos County, Texas;
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT.

Assignment of Sanitary Sewer Easement: To: City of College Station, Texas
Dated: April 15, 2019, Recorded: Volume 15313, Page 222, Official Records, Brazos County, Texas.
THIS EASEMENT DOES NOT AFFECT SUBJECT TRACT THIS IS SAME EASEMENT AS ABOVE (Volume 15028, Page 36).

CERTIFICATE OF PLANNING AND ZONING COMMISSION

I, Dennis Christensen, Chairman of the Planning and Zoning Commission of the City of College Station, Texas, hereby certify that the attached plat was duly approved by the Commission on the 26 day of June, 2021.

Dennis Christensen
Chairman
City of College Station

Filed for Record
Official Public Records Of:
Brazos County Clerk
On: 6/29/2021 11:45:10 AM
In the PLAT Records

Doc Number: 2021-1437239
Volume- Page: 17150-211
Number of Pages: 2
Amount: 73.00
Order#: 20210629000054
By: LG

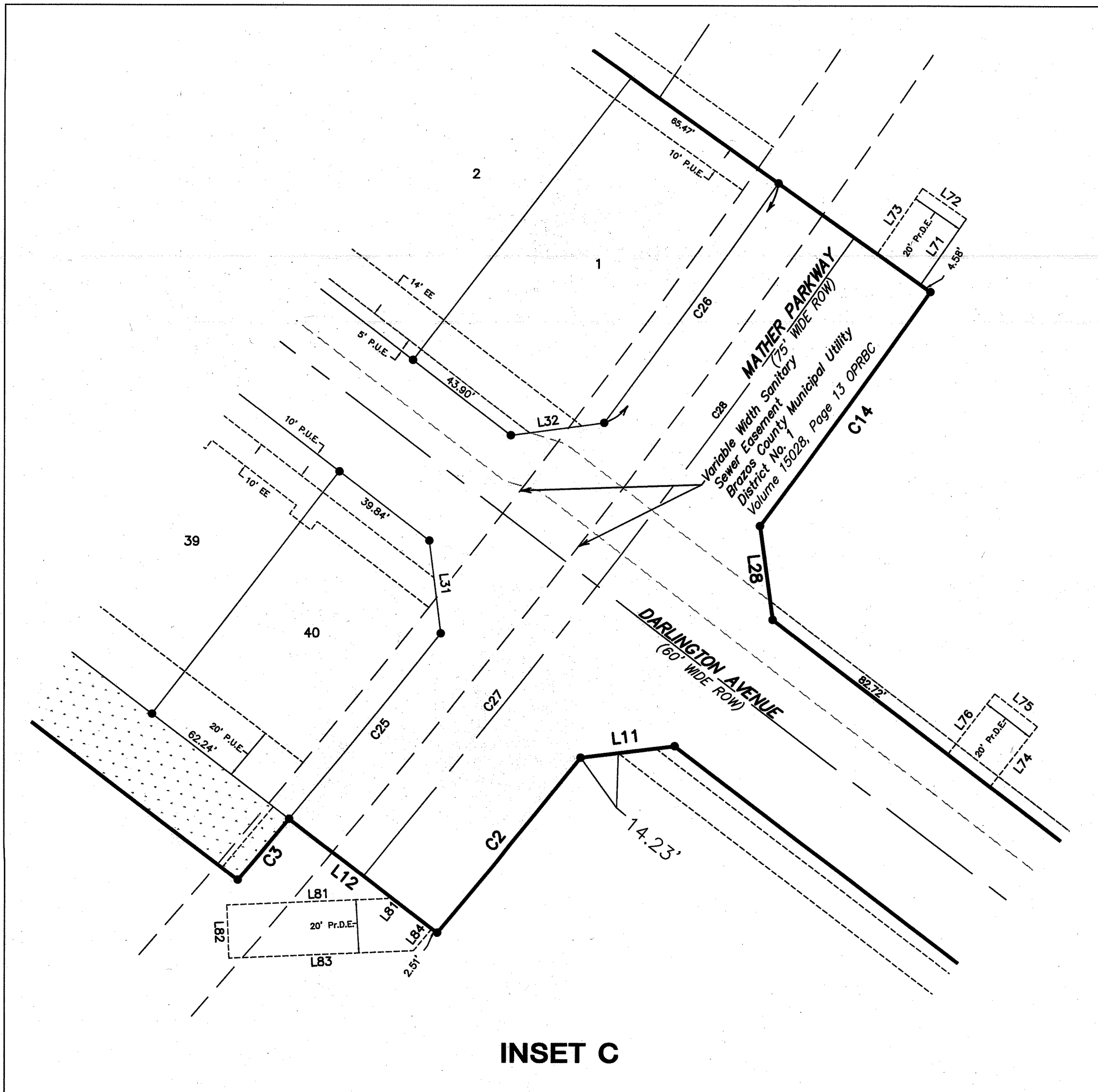
Karen McQueen
County Clerk
Brazos County, Texas
By: Dennis Christensen

CERTIFICATE OF COUNTY JUDGE

This subdivision plat was duly approved by the Commissioner's Court of Brazos County, Texas, as the Final Plat of such subdivision on the 1 day of June, 2021.

Signed this the 8 day of June, 2021.

Dennis Christensen
County Judge
Brazos County, Texas



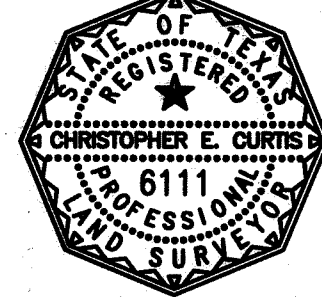
INSET C

CERTIFICATE OF THE SURVEYOR

STATE OF TEXAS §
COUNTY OF BRAZOS §

I, Christopher E. Curtis, Registered Professional Land Surveyor No. 6111, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

Christopher E. Curtis 6/17/21
Christopher E. Curtis, RPLS No. 6111



CERTIFICATE OF CITY ENGINEER

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

Craig L. Corbett
City Engineer
City of College Station

CERTIFICATION OF OWNERSHIP AND DEDICATION

STATE OF TEXAS §
COUNTY OF BRAZOS §

I, Wallace S. Phillips, Southern Points, LLC, and BV Southern Points Development, Inc. owner and developer of the land shown on this plat, and designated herein as Southern Points Section 200, of Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements and public places thereon shown for the purpose and consideration therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Wallace S. Phillips
Wallace S. Phillips
Southern Points, LLC.
BV Southern Points, LLC.

STATE OF TEXAS §
COUNTY OF BRAZOS §

Before me, the undersigned authority, on this day personally appeared Wallace S. Phillips, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this 9th day of June, 2021.
Paula Blake
Notary Public, Brazos County, Texas

OWNER
BV Southern Points Development, Inc.
P.O. Box 11962
College Station, Texas 77842

OWNER
Southern Points, LLC.
P.O. Box 11962
College Station, Texas 77842

DEVELOPER:

B.V. Southern Points Development, Inc.
P.O. Box 11962
College Station, Texas 77842



SURVEYOR & ENGINEER:

JONES & CARTER
Texas Board of Professional Land Surveying Firm Registration No. 100463-07
Texas Board of Professional Engineers Firm Registration No. F-439
150 Venture Drive, Suite 100 • College Station, Texas 77845 • 979.731.8000

COMMON AREAS A, 1A, 1B
PARKLAND IP

JUNE 2021

TITLE REPORT**GF No.: 2404841CS****Certification Date: September 8, 2024****Property Description:****Tract One:**

A FIELD NOTES DESCRIPTION OF A PORTION OF A 20' WIDE PUBLIC UTILITY EASEMENT IN THE STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210, IN BRAZOS COUNTY, TEXAS, OVER, ACROSS, AND UPON LOTS 2-5, BLOCK 25, SOUTHERN POINTE SUBDIVISION SECTION 200 FILED IN VOLUME 17135, PAGE 211 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found with red plastic cap stamped "JONES AND CARTER" on the southwest right-of-way of Darlington Avenue (50' wide right-of-way, 17135/211 OPRBCT) marking the east corner of said Lot 1, Block 25 and the north corner of Lot 2, Block 25, from which the City of College Station monument CS94-154 bears S 81° 34' 04" E a distance of 6,070.04 feet;

THENCE, with said right-of-way and the northeast lines of said Lot 2, S 36° 44' 50" E a distance of 7.42 feet;

THENCE, over, across, and upon said Lot 2, S 08° 12' 32" W a distance of 32.06 feet to an angle point;

THENCE, over, across, and upon said Lots 2-4, S 36° 44' 50" E a distance of 77.80 feet to an angle point;

THENCE, over, across, and upon said Lot 4, S 81° 44' 50" E a distance of 32.03 feet to a point on said southwest right-of-way and a north line of said 20' wide public utility easement;

THENCE, with said right-of-way, S 36° 44' 50" E passing at a distance of 19.45 feet a 1/2 inch iron rod found with red plastic cap stamped "JONES AND CARTER" and continuing for a total distance of 28.28 feet;

THENCE, over, across, and upon said Lots 5 and 4, N 81° 44' 50" W a distance of 60.32 feet to an angle point;

THENCE, over, across, and upon said Lots 4, 3, and 2, N 36° 44' 50" W a distance of 94.36 feet to an angle point;

THENCE, over, across, and upon said Lot 2, N 08° 12' 32" E a distance of 30.84 feet to a point on the northwest line of said Lot 2 and the southeast line of said Lot 1;

THENCE, with the common line of said Lots 1 and 2, N 53° 15' 10" E a distance of 20.86 feet to the POINT OF BEGINNING hereof and containing 0.077 of an acre (3351 sq. ft.) more or less.

Tract Two:

A FIELD NOTES DESCRIPTION OF A PORTION OF A 20' WIDE PUBLIC UTILITY EASEMENT IN THE STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210, IN BRAZOS COUNTY, TEXAS, OVER, ACROSS, AND UPON LOT 1, BLOCK 25, SOUTHERN POINTE SUBDIVISION SECTION 200 FILED IN VOLUME 17135, PAGE 211 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found with red plastic cap stamped "JONES AND CARTER" on the southwest right-of-way of Darlington Avenue (50' wide right-of-way, 17135/211

OPRBCT) marking the east corner of said Lot 1, Block 25 and the north corner of Lot 2, Block 25, from which another 1/2 inch iron rod found with red plastic cap stamped "JONES AND CARTER" bears S 36° 44' 50" E a distance of 50.00 feet; for reference the City of College Station monument CS94-154 bears S 81° 34' 04" E a distance of 6,070.04 feet;

THENCE, with the common line of said Lots 1 and 2, Block 25, S 53° 15' 10" W a distance of 20.86 feet;

THENCE, over, across, and upon said Lot 1, with the west line of said 20' wide public utility easement, N 08° 12' 32" E a distance of 29.52 feet to a point on said southwest right-of-way;

THENCE, with said right-of-way and the northeast S 36° 44' 50" E a distance of 20.89 feet to the POINT OF BEGINNING hereof and containing 0.005 of an acre (218 sq. ft.) more or less.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes.

Title Vested In:

BV Southern Pointe Development, Inc., a Texas Corporation; Southern Pointe, LLC - as to Tract One

Vesting Deed to owners shown herein was dated February 21, 2020 and recorded in Volume 15871, Page 20, Official Records, Brazos County, Texas. (Tract One)

Brightland Homes, Ltd. - as to Tract Two

Vesting Deed to owners shown herein was dated August 14, 2024 and recorded in Volume 19397, Page 1, Official Records, Brazos County, Texas. (Tract Two)

Subject to:

Deed of Trust to secure a Note:

Grantor: Southern Pointe, LLC

Trustee: Ivan M. Olson

Beneficiary: First Financial Bank, N.A.

Amount: \$12,000,000.00

Dated: October 14, 2020

Recorded: Volume 16446, Page 22, and corrected in Correction Affidavit recorded July 14, 2021 in Volume 17179, Page 89, Official Records, Brazos County, Texas. (Tract One)

Assignment of Rights under Construction Contract and Subdivision Agreement:

By: First Financial Bank, N.A.

Dated: October 14, 2020

Recorded: Volume 16446, Page 84, Official Records, Brazos County, Texas.

Assignment of Rights under Construction Contract and Subdivision Agreement:

By: First Financial Bank, N.A.

Dated: October 14, 2020

Recorded: Volume 16446, Page 109, Official Records, Brazos County, Texas.

Assignment (Brazos County Municipal Utility District No. 1):

By: First Financial Bank, N.A.

Dated: October 14, 2020

Recorded: Volume 16446, Page 134, Official Records, Brazos County, Texas.

Deed of Trust to secure a Note:

Grantor: BV Southern Pointe Development, Inc.

Trustee: Mike Gentry

Beneficiary: Southern Pointe, LLC

Amount: \$1,789,725.00

Dated: October 14, 2020

Recorded: Volume 16450, Page 264, Official Records, Brazos County, Texas. (Tract One)

Subordination Agreement recorded October 14, 2020, in Volume 16450, Page 278, Official Records, Brazos County, Texas.

The subject property appears to lie within the Brazos County Municipal Utility District No.1. The Texas Water Code, Section 50.301, Subchapter I, V.T.C.A., requires any person who sells or conveys real property located within such a district to give the purchaser written notice of the location of the property within said district. Said notice must also contain the most recent rate of taxes levied by the district on the subject property. Said notice to be recorded in the Official Records, Brazos County, Texas.

We will require a Tax Certificate for Brazos County Municipal Utility District No.1 be provided, showing all taxes paid current, prior to any title policies. (If this transaction is not closing in our office, please let us know if we need to order the tax certificate.)

Per Contract Amendment: 1. Seller to convey title to the surface of each subject lot; 2. Seller to reserve water rights; 3. Seller to receive rebates or licenses and Grantor's rights to receive all reimbursements from any applicable municipal utility district, drainage district or from any other governmental or reimbursing entity, including without limitation the Brazos County Municipal Utility District No. 1; 4. Right of Repurchase.

Restrictions:

Volume 17135, Page 211 (on plat); Volume 12656, Page 190; Volume 17931, Page 78; Volume 17979, Page 288; Volume 18255, Page 86; Volume 18256, Page 5; Volume 18257, Page 108; Volume 18267, Page 108; Volume 18332, Pages 181 and 207; Volume 18363; Page 194; Volume 18424, Page 21; Volume 18868, Page 272 and Volume 19246 Page 266 Official Records, Brazos County, Texas.

Exceptions:

Easements and Building Lines as set out on plat recorded in Volume 17135, Page 211, Official Records, Brazos County, Texas.

Building Lines as set out in restrictions recorded in Volume 12656, Page 190, Official Records, Brazos County, Texas.

Easements and Building Lines as set out in restrictions recorded in Volume 18256, Page 5, Official Records, Brazos County, Texas.

Maintenance Charges and the Lien securing the payment of same, as set out in restrictions recorded in Volume 18256, Page 5 of the Official Records of Brazos County, Texas.

Covenants, conditions and restrictions and other instruments recorded in Volume 18256, Page 5, Official Records, Brazos County, Texas, and purporting to impose a Working Capital Assessment, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.

Easement:

From: Phillips 3 Land Holdings, LLC

To: Entergy Texas Inc.

Dated: April 17, 2023

Recorded: Volume 18685, Page 29, Official Records, Brazos County, Texas.

Rights of Ingress and Egress retained in Partial Release:

Dated: September 23, 2016

Recorded: Volume 13644, Page 17, Official Records, Brazos County, Texas.

Terms, conditions, stipulations and building line as set out in the Development Agreement by and between:

Parties: McAlister Opportunity Fund 2012, L.P., a Delaware limited partnership, its successors and assigns and The City of College Station, Texas

Dated: March 12, 2015

Recorded: Volume 12656, Page 190, Official Records, Brazos County, Texas.

Terms, conditions and stipulations in the Order Granting the Petition for Creation of Brazos County Municipal Utility District No. 1 and appointing temporary directors:

Parties: Texas Commission of Environmental Quality and The Public

Dated: January 14, 2015

Recorded: Volume 12483, Page 207, Official Records, Brazos County, Texas.

Information Form of Brazos County Municipal Utility District No. 1:

To: The Public

Dated: January 29, 2015

Recorded: Volume 12669, Page 37, Official Records, Brazos County, Texas;

Amended:

Dated: December 1, 2017

Recorded: Volume 14393, Page 265, Official Records, Brazos County, Texas;

Amended:

Dated: August 27, 2020

Recorded: Volume 16349, Page 133, Official Records, Brazos County, Texas;

Amended:

Dated: September 14, 2020

Recorded: Volume 16356, Page 137, Official Records, Brazos County, Texas;

Amended:
Dated: February 8, 2023
Recorded: Volume 18462, Page 182, Official Records, Brazos County, Texas;

Amended:
Dated: August 11, 2023
Recorded: Volume 18788, Page 177, Official Records, Brazos County, Texas;

Amended:
Dated: January 22, 2024
Recorded: Volume 19019, Page 173, Official Records, Brazos County, Texas.

Terms, conditions and stipulations in the Waiver of Special Appraisal for Benefit of Brazos County Municipal Utility District No. 1 Agreement by and between:
Parties: Brazos County Municipal District No. 1 and McAlister Opportunity Fund 2012, L.P.
Dated: November 18, 2016
Recorded: Volume 13744, Page 148, Official Records, Brazos County, Texas.

Terms, conditions and stipulations in the Partial Assignment and Assumption of Development Agreement by and between:
Parties: McAlister Opportunity Fund, 2012 and Greens Prairie Investors, LTD.
Dated: November 28, 2016
Recorded: Volume 13809, Page 78, Official Records, Brazos County, Texas.

Notice to Purchasers:
By: McAlister Opportunity Fund 2012, LTD.
To: Greens Prairie Investors, Ltd.
Dated: November 29, 2016
Recorded: Volume 13737, Page 45, and corrected in Volume 13792, Page 202, Official Records, Brazos County, Texas.

Notice to Purchasers:
From: Southern Pointe Development, Inc.
To: The Public
Dated: July 9, 2021
Recorded: Volume 17353, Page 235, Official Records, Brazos County, Texas.

Statutory Notice to Purchasers of Real Property:
By: BV Southern Pointe Development, Inc.
To: Brightland Homes, Ltd.
Dated: August 2, 2024
Recorded: Volume 19370, Page 100, Official Records, Brazos County, Texas. (to be executed and recorded at closing) (Tract Two)

Statutory Notice to Purchasers of Real Property:
By: BV Southern Pointe Development, Inc.
To: Brightland Homes, Ltd.
Dated: August 14, 2024
Recorded: Volume 19397, Page 8, Official Records, Brazos County, Texas. (to be executed and recorded at closing) (Tract Two)

Terms, conditions and stipulations in the License and Memorandum Agreement by and between:
Parties: Homeowners' Association of Southern Pointe, Inc. and PM Fiber LLC
Dated: July 2, 2019
Recorded: Volume 15434, Page 69, and refiled in Volume 15435, Page 250, Official Records, Brazos County, Texas.

Terms, conditions and stipulations in the Southern Pointe Exclusive Easement and License Agreement by and between:
Parties: PM Fiber, LLC, aka PM Utilities Company; BV Southern Pointe Development, Inc.; McAlister Opportunity Fund 2012, L.P.; and Southern Pointe, LLC
Dated: December 1, 2018
Recorded: Volume 15555, Page 269, Official Records, Brazos County, Texas.

Terms, conditions and stipulations in the Partial Assignment and Assumption of Development Agreement by and between:
Parties: Greens Prairie Investors, Ltd. and Southern Pointe, LLC
Dated: December 13, 2018
Recorded: Volume 15446, Page 46, Official Records, Brazos County, Texas.

Terms, Conditions, and Stipulations in the Partial Assignment and Assumption of Development Agreement by and between:
Parties: Southern Pointe, LLC and BV Southern Pointe Development, Inc.,
Dated: October 14, 2020
Recorded: Volume 17854, Page 79, Official Records, Brazos County, Texas.

Terms, Conditions, and Stipulations in the Partial Assignment and Assumption of Development Agreement by and

between:
Parties: Southern Pointe, LLC and Phillips 3 Land Holdings, LLC
Dated: December 3, 2021
Recorded: Volume 17854, Page 89, Official Records, Brazos County, Texas.

Southern Pointe Exclusive Easement and License Agreement:
Parties: PM Fiber, LLC aka PM Utilities Company, BV Southern Pointe Development, Inc., McAlister Opportunity Fund 2012, L.P. and Southern Pointe, LLC
Dated: December 1, 2018
Recorded: Volume 15555, Page 269, Official Records, Brazos County, Texas.

Water Rights reserved in Deed:
By: Southern Pointe, LLC
To: BV Southern Pointe Development, Inc., a Texas corporation
Dated: October 12, 2020
Recorded: Volume 16450, Page 256, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument. (to be included in vesting deed)

Rights reserved in Deed:
By: Southern Pointe, LLC
To: BV Southern Pointe Development, Inc., a Texas corporation
Dated: October 12, 2020
Recorded: Volume 16450, Page 256, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument. (to be included in vesting deed)

[CLICK HERE FOR DOCUMENTS](#)

Upon examination of the public records Brazos County, Texas, we find no exception to title of the subject property other than those shown above. This Title Report is issued with the express understanding, evidenced by acceptance of same, that the liability of the undersigned is limited to the actual monetary consideration paid for same.

University Title Company



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.005 ACRE PORTION OF THE 20-FOOT-WIDE PUBLIC UTILITY EASEMENT, SAID PORTION LYING OVER, ACROSS, AND UPON LOT 1, BLOCK 25 OF THE SOUTHERN POINTE SUBDIVISION, SECTION 200, ACCORDING TO THE EASEMENT RECORDED IN VOLUME 14600, PAGE 73 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.005 acre portion of the 20-Foot-Wide Public Utility Easement, said portion lying over, across, and upon Lot 1, Block 25, of the Southern Pointe Subdivision, Section 200, according to the easement recorded in Volume 14600, Page 73, of the Official Public Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Public Utility Easement”); and

WHEREAS, in order for the Public Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Utility Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Utility Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Public Utility Easement.
3. There is no anticipated future public need or use for the Public Utility Easement.
4. Abandonment of the Public Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Public Utility Easement as described in **Exhibit “A”** be abandoned and vacated by the City.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit “A”



MICHAEL KONETSKI
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6531



SCALE: 1" = 20'



POINT OF BEGINNING

1/2 INCH IRON ROD FOUND (CM)
WITH RED PLASTIC CAP STAMPED
"JONES AND CARTER"

CITY OF COLLEGE STATION
MONUMENT CS94-154 BEARS
S 81°34'04" E 6,070.04'

DARLINGTON AVENUE
(50' WIDE ROW, 17135/211 OPRBCT)

PORTION OF 20' WIDE
PUBLIC UTILITY EASEMENT
0.005 ACRE (218 SQ. FT.)

1/2 INCH IRON ROD FOUND (CM)
WITH RED PLASTIC CAP STAMPED
"JONES AND CARTER"

20' WIDE PUBLIC UTILITY EASEMENT
(14600/73 OPRBCT)

(17135/211
OPRBCT)
10.00' EE

10.00' PUE
(17135/211
OPRBCT)

LEGEND:

DRBCT = DEED RECORDS OF BRAZOS
COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF
BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS
OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM
PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

() = RECORD INFORMATION

EE = ELECTRICAL EASEMENT

PUE = PUBLIC UTILITY EASEMENT

SURVEY EXHIBIT

OF A

PORTION OF A 20' WIDE PUBLIC UTILITY EASEMENT

VOLUME 14600, PAGE 73, OPRBCT

OVER, ACROSS, AND UPON LOT 1, BLOCK 25

SOUTHERN POINTE SECTION 200

VOLUME 17135, PAGE 211, OPRBCT

STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT No. 210

BRAZOS COUNTY, TEXAS



"When one person stands
to gain over another, the
facts must be uncovered"

SCALE: 1 INCH = 20 FEET

SURVEY DATE: 2021 & 2024 | PLAT DATE: 08-30-2024

JOB #: 24-1006 | CAD NAME: 24-1006-5 Release 20' PUE Lot 1

POINT FILE: SOUTHERN POINTE SURFACE (cont); 21-655 (job)

DRAWN BY: TIF CHECKED BY: MK

PREPARED BY: KERR SURVEYING, LLC

TBPELS FIRM#10018500

1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802

PHONE: (979) 268-3195

SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE
CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE
NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) MULTIPLY BY A COMBINED
SCALE FACTOR OF 0.9999059410912 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO
ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE
COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE EASEMENT PORTION ONLY. ADDITIONAL
IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS
SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH FIELD NOTES
DESCRIPTIONS (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE
INTENDED TO BE ONE INSTRUMENT TOGETHER.

REVISED 10-29-2024 TO ADD NORTH
ARROW, SCALE BAR, AND PLAT
REFERENCES

SOUTHERN POINTE
SECTION 200
(17135/211 OPRBCT)



**FIELD NOTES DESCRIPTION
OF A
PORTION OF A 20' WIDE PUBLIC UTILITY EASEMENT
CROSSING LOT 1, BLOCK 25, SOUTHERN POINTE SUBDIVISION SECTION 200
STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210
BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF A PORTION OF A 20' WIDE PUBLIC UTILITY EASEMENT IN THE STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210, IN BRAZOS COUNTY, TEXAS, SAID EASEMENT RECORDED IN VOLUME 14600, PAGE 73 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT), BEING OVER, ACROSS, AND UPON LOT 1, BLOCK 25, SOUTHERN POINTE SUBDIVISION SECTION 200 FILED IN VOLUME 17135, PAGE 211 (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found with red plastic cap stamped "JONES AND CARTER" on the southwest right-of-way of Darlington Avenue (50' wide right-of-way, 17135/211 OPRBCT) marking the east corner of said Lot 1, Block 25 and the north corner of Lot 2, Block 25, from which another 1/2 inch iron rod found with red plastic cap stamped "JONES AND CARTER" bears S 36° 44' 50" E a distance of 50.00 feet; for reference the City of College Station monument CS94-154 bears S 81° 34' 04" E a distance of 6,070.04 feet;

THENCE, with the common line of said Lots 1 and 2, Block 25, S 53° 15' 10" W a distance of 20.86 feet;

THENCE, over, across, and upon said Lot 1, with the west line of said 20' wide public utility easement, N 08° 12' 32" E a distance of 29.52 feet to a point on said southwest right-of-way;

THENCE, with said right-of-way and the northeast line of said Lot 1, Block 25, **S 36° 44' 50" E a distance of 20.89 feet** to the **POINT OF BEGINNING** hereof and containing **0.005 of an acre (218 sq. ft.)** more or less.

Surveyed on the ground in 2021 and 2024 under my supervision. See exhibit prepared August 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. Distances described herein are surface distances. To obtain grid distances (not grid areas) multiply by a combined scale factor of 0.9999059410912 (calculated using GEOID12B). Reference drawing: 24-1006-S Release 20' PUE Lot1.dwg



Michael Konetski

11/6/24

Michael Konetski

Registered Professional Land Surveyor No. 6531

Revised 10-29-2024 to reference easement: 14600/73 OPRBCT and add reference to lot line and 11-6-2024 to correct lot reference.

**KERR
SURVEYING**

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

November 25, 2024
Item No. 9.3.
Northpoint Crossing Concept Plan Amendment

Sponsor: Robin Macias, Land Development Review Administrator

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District to amend the concept plan for approximately 11 acres generally located at 424 Northpoint Crossing Drive.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): Staff recommends denial of the rezoning request for the proposed changes to the Concept Plan. The proposed changes are not in line with the Comprehensive Plan or Northeast Gateway Redevelopment Plan. The Planning and Zoning Commission heard this item at their November 7, 2024 meeting and recommended approval (6-0).

Summary: The applicant is requesting to amend the concept plan to reduce the amount of required commercial space on the ground floor to 24% or 12,225 square feet for the subject property generally located at the intersection of Texas Avenue and University Drive. The subject property is currently developed as a mixed-use development with retail space on the ground floor and multi-family apartments above in three buildings and multi-family residential in the remaining buildings.

The subject property is located within The Crossing area of the Northeast Gateway Redevelopment Plan. The goals for this area are to build a vibrant and distinct identity for the crossing that embraces an attractive urban form with versatile public spaces and to ensure the availability of residential and commercial opportunities throughout the district.

The property was first rezoned in 2012 to PDD Planned Development District and required that the entire ground floor be commercial space. In 2017, a concept plan amendment was approved to reduce the amount of required commercial space to 50% of the ground floor.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed buildings and the general location of commercial spaces on the ground floor. The proposed amendment to the adopted Concept Plan allows for the reduction in the number of mixed use buildings from three to one and the reduction of commercial space from 50% to 24% of the ground floor area of the one remaining mixed use building.

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.

This area is designated as Urban Center on the Comprehensive Plan Future Land Use Map. Areas designated as urban center are appropriate for the most intense development and a mix of uses arranged in a compact and walkable pattern. It should encourage vertical mixed-use structures with ground-floor retail. The Northeast Gateway Redevelopment Plan designates this area as a pinnacle intersection within The Crossing and provides a strong opportunity for urban development types and public spaces. The Crossing anticipates a high level of redevelopment, vertical mixed-use structures, significant increases in housing options and a denser urban form. The proposal to further decrease the amount of commercial on the ground floor does not align with the comprehensive plan or the Northeast Gateway Redevelopment Plan.

Purpose, Intent and Community Benefit:

The adopted Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development. The purpose of the PDD zoning district is to provide a vertical mixed use and multi-family development at the intersection of Texas Avenue and University Drive.

The adopted Concept Plan shows the current building layout and three designated mixed use areas with the first floor being developed as either multi-family or general commercial with at least 50% as general commercial. The applicant is now proposing to reduce the general commercial portion to 24% or 12,225 sq ft. and to reduce the mixed use buildings to only one that front Texas Avenue.

Budget & Financial Summary:

Attachments:

1. Northpoint Ordinance
2. Background Information
3. Aerial and Small Area Map
4. Existing Future Land Use Map
5. Rezoning map
6. Rezoning exhibit
7. Applicant's Supporting Information
8. Existing Concept Plan

9. Revised Concept plan

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 11 ACRES GENERALLY LOCATED AT 424 NORTHPOINT CROSSING DRIVE 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 PDD Planned Development District to PDD Planned Development District to amend the concept plan:

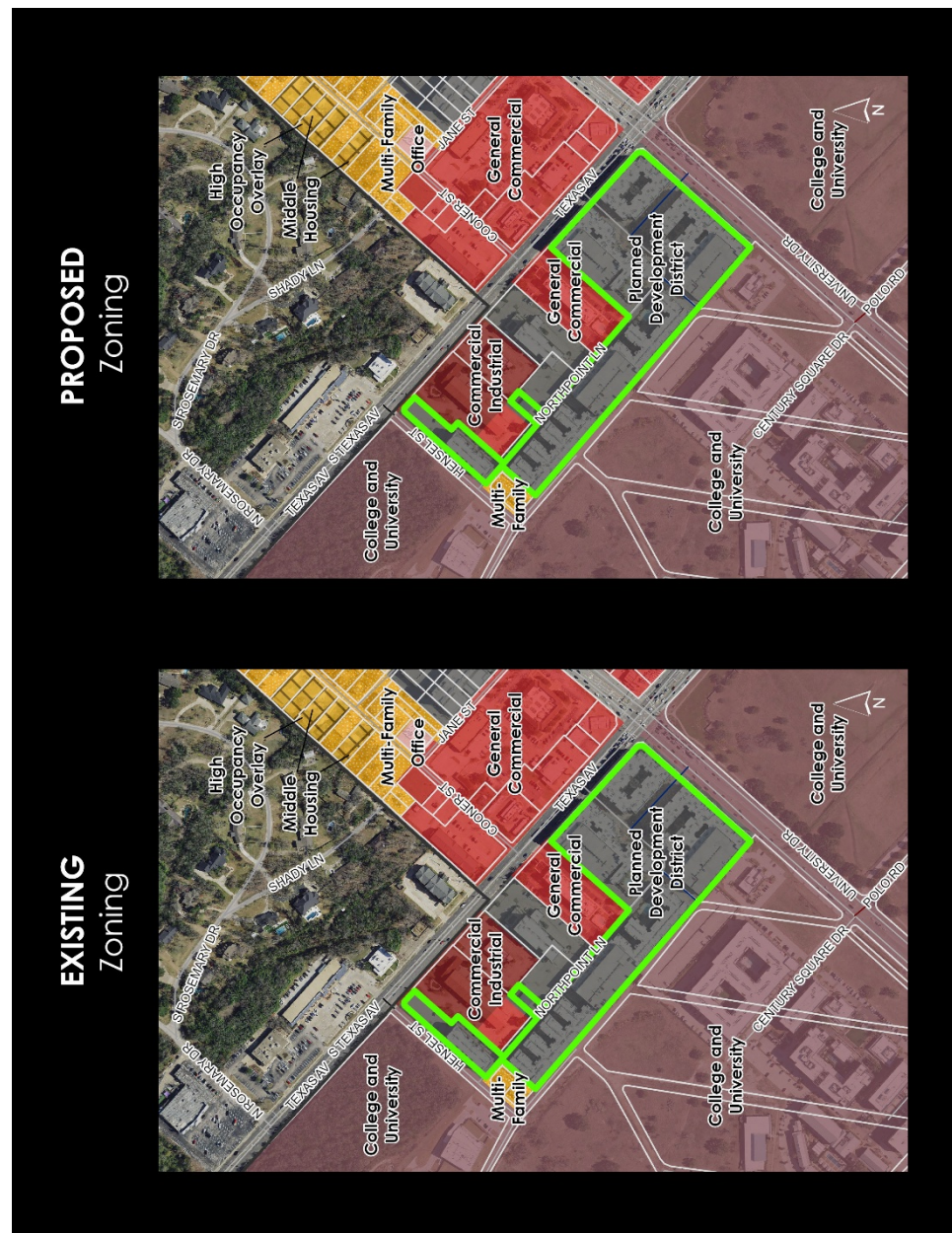


Exhibit B- Concept Plan

GENERAL NOTES

1. PRELIMINARY PLAN - FOR INFORMATION ONLY. THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION.
2. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
3. ALL LOT CORNERS SHALL BE MARKED WITH IRON PIPES SET AT LEAST 18 INCHES BELOW GRADE.
4. ALL LOT CORNERS SHALL BE MARKED WITH IRON PIPES SET AT LEAST 18 INCHES BELOW GRADE.
5. ALL LOT CORNERS SHALL BE MARKED WITH IRON PIPES SET AT LEAST 18 INCHES BELOW GRADE.
6. ALL LOT CORNERS SHALL BE MARKED WITH IRON PIPES SET AT LEAST 18 INCHES BELOW GRADE.
7. ALL LOT CORNERS SHALL BE MARKED WITH IRON PIPES SET AT LEAST 18 INCHES BELOW GRADE.
8. ALL LOT CORNERS SHALL BE MARKED WITH IRON PIPES SET AT LEAST 18 INCHES BELOW GRADE.
9. ALL LOT CORNERS SHALL BE MARKED WITH IRON PIPES SET AT LEAST 18 INCHES BELOW GRADE.
10. ALL LOT CORNERS SHALL BE MARKED WITH IRON PIPES SET AT LEAST 18 INCHES BELOW GRADE.

LEGEND

	CONVERTED 1ST FLOOR MULTI-FAMILY RESIDENTIAL - 37,886 SF (76%)
	MIXED USE - 1ST FLOOR RETAIL TO REMAIN - 12,225 SF (24%)
	HIGH DENSITY RESIDENTIAL ON GRADE
	HIGH DENSITY RESIDENTIAL OVER SURFACE PARKING
	STRUCTURED PARKING

VICINITY MAP (n.L.s.)

LEGAL DESCRIPTION

Lot 1 and Lot 2, Northpoint Crossing, Lot 2-4, Block 1, North Park, a 0.345 acre tract, J.E. Scott League A-20 and 0.055 acres of abandoned right of way (1077624).

MANAGER

THE SCION GROUP

OWNER

SCZ NORTHPOINT APARTMENTS, LP

APPLICANT

MITCHELL AND MORGAN

CONTACT

CONTACT: ROSE BROOKSTEIN
EMAIL: rose.brookstein@sciongroup.com

THE PLAZA REDEVELOPMENT

COLLEGE STATION, TX

MITCHELL AND MORGAN, LLP

WOODBRIDGE COLLEGE STATION, LLC

CAPSTONE COLLEGIATE COMMUNITIES, LLC

HUMPHREYS & PARTNERS ARCHITECTS, L.P.

3015 KENNEDY DRIVE, SUITE 100, DALLAS, TEXAS 75226
 (214) 741-1000
 (214) 741-1001
 (214) 741-1002
 (214) 741-1003
 (214) 741-1004
 (214) 741-1005
 (214) 741-1006
 (214) 741-1007
 (214) 741-1008
 (214) 741-1009
 (214) 741-1010
 (214) 741-1011
 (214) 741-1012
 (214) 741-1013
 (214) 741-1014
 (214) 741-1015
 (214) 741-1016
 (214) 741-1017
 (214) 741-1018
 (214) 741-1019
 (214) 741-1020
 (214) 741-1021
 (214) 741-1022
 (214) 741-1023
 (214) 741-1024
 (214) 741-1025
 (214) 741-1026
 (214) 741-1027
 (214) 741-1028
 (214) 741-1029
 (214) 741-1030
 (214) 741-1031
 (214) 741-1032
 (214) 741-1033
 (214) 741-1034
 (214) 741-1035
 (214) 741-1036
 (214) 741-1037
 (214) 741-1038
 (214) 741-1039
 (214) 741-1040
 (214) 741-1041
 (214) 741-1042
 (214) 741-1043
 (214) 741-1044
 (214) 741-1045
 (214) 741-1046
 (214) 741-1047
 (214) 741-1048
 (214) 741-1049
 (214) 741-1050
 (214) 741-1051
 (214) 741-1052
 (214) 741-1053
 (214) 741-1054
 (214) 741-1055
 (214) 741-1056
 (214) 741-1057
 (214) 741-1058
 (214) 741-1059
 (214) 741-1060
 (214) 741-1061
 (214) 741-1062
 (214) 741-1063
 (214) 741-1064
 (214) 741-1065
 (214) 741-1066
 (214) 741-1067
 (214) 741-1068
 (214) 741-1069
 (214) 741-1070
 (214) 741-1071
 (214) 741-1072
 (214) 741-1073
 (214) 741-1074
 (214) 741-1075
 (214) 741-1076
 (214) 741-1077
 (214) 741-1078
 (214) 741-1079
 (214) 741-1080
 (214) 741-1081
 (214) 741-1082
 (214) 741-1083
 (214) 741-1084
 (214) 741-1085
 (214) 741-1086
 (214) 741-1087
 (214) 741-1088
 (214) 741-1089
 (214) 741-1090
 (214) 741-1091
 (214) 741-1092
 (214) 741-1093
 (214) 741-1094
 (214) 741-1095
 (214) 741-1096
 (214) 741-1097
 (214) 741-1098
 (214) 741-1099
 (214) 741-1100
 (214) 741-1101
 (214) 741-1102
 (214) 741-1103
 (214) 741-1104
 (214) 741-1105
 (214) 741-1106
 (214) 741-1107
 (214) 741-1108
 (214) 741-1109
 (214) 741-1110
 (214) 741-1111
 (214) 741-1112
 (214) 741-1113
 (214) 741-1114
 (214) 741-1115
 (214) 741-1116
 (214) 741-1117
 (214) 741-1118
 (214) 741-1119
 (214) 741-1120
 (214) 741-1121
 (214) 741-1122
 (214) 741-1123
 (214) 741-1124
 (214) 741-1125
 (214) 741-1126
 (214) 741-1127
 (214) 741-1128
 (214) 741-1129
 (214) 741-1130
 (214) 741-1131
 (214) 741-1132
 (214) 741-1133
 (214) 741-1134
 (214) 741-1135
 (214) 741-1136
 (214) 741-1137
 (214) 741-1138
 (214) 741-1139
 (214) 741-1140
 (214) 741-1141
 (214) 741-1142
 (214) 741-1143
 (214) 741-1144
 (214) 741-1145
 (214) 741-1146
 (214) 741-1147
 (214) 741-1148
 (214) 741-1149
 (214) 741-1150
 (214) 741-1151
 (214) 741-1152
 (214) 741-1153
 (214) 741-1154
 (214) 741-1155
 (214) 741-1156

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: November 7, 2024
Advertised Council Hearing Date: November 25, 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:

None

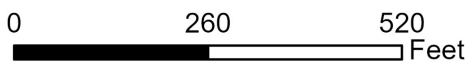
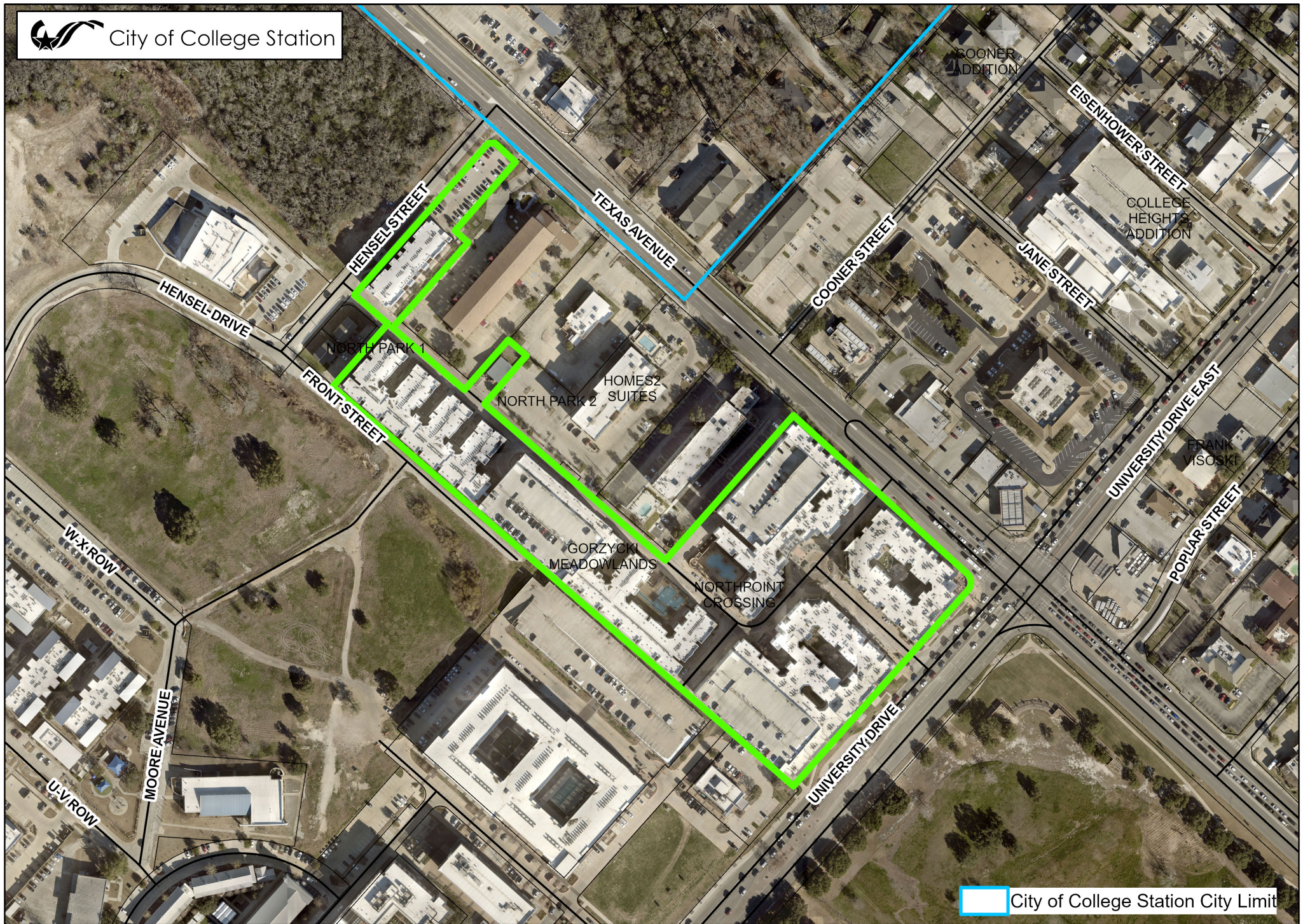
Property owner notices mailed: 28
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Texas A&M University	C-U College and University & GC General Commercial	Commercial Developments along Texas Ave and Hensel St (local street)
South	Texas A&M University	C-U College and University	University Drive (6-lane Major Arterial)
East	Urban Center & Redevelopment Area	GC General Commercial	Texas Avenue (4-lane Major Arterial)
West	Texas A&M University	C-U College and University	Medical Clinic & Multi-family

DEVELOPMENT HISTORY

Annexation: March 1939
Zoning: C-1 General Commercial (1946)
PDD Planned Development District (2012, 2014 and 2017)
Final Plat: Northpoint Crossing Subdivision Lots 1 & 2
Site development: Mixed-Use and Multi-family



NORTHPOINT CROSSING

Case:
REZ2024-000023

REZONING



ZONING DISTRICTS (In Grayscale)

<u>Residential</u>	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



0 312.5 625 Feet

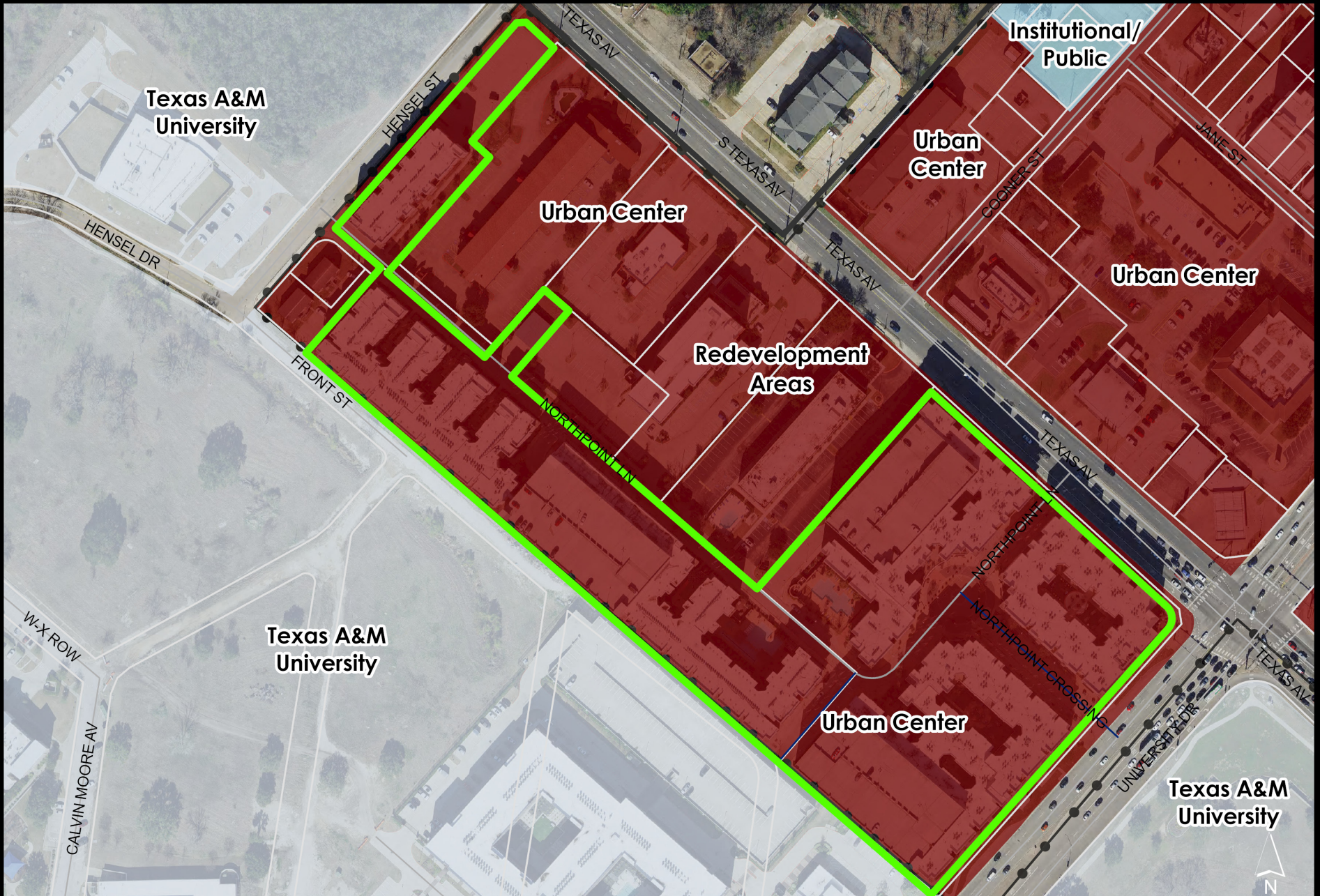
NORTHPOINT CROSSING

Case:
REZ2024-000023

REZONING

EXISTING

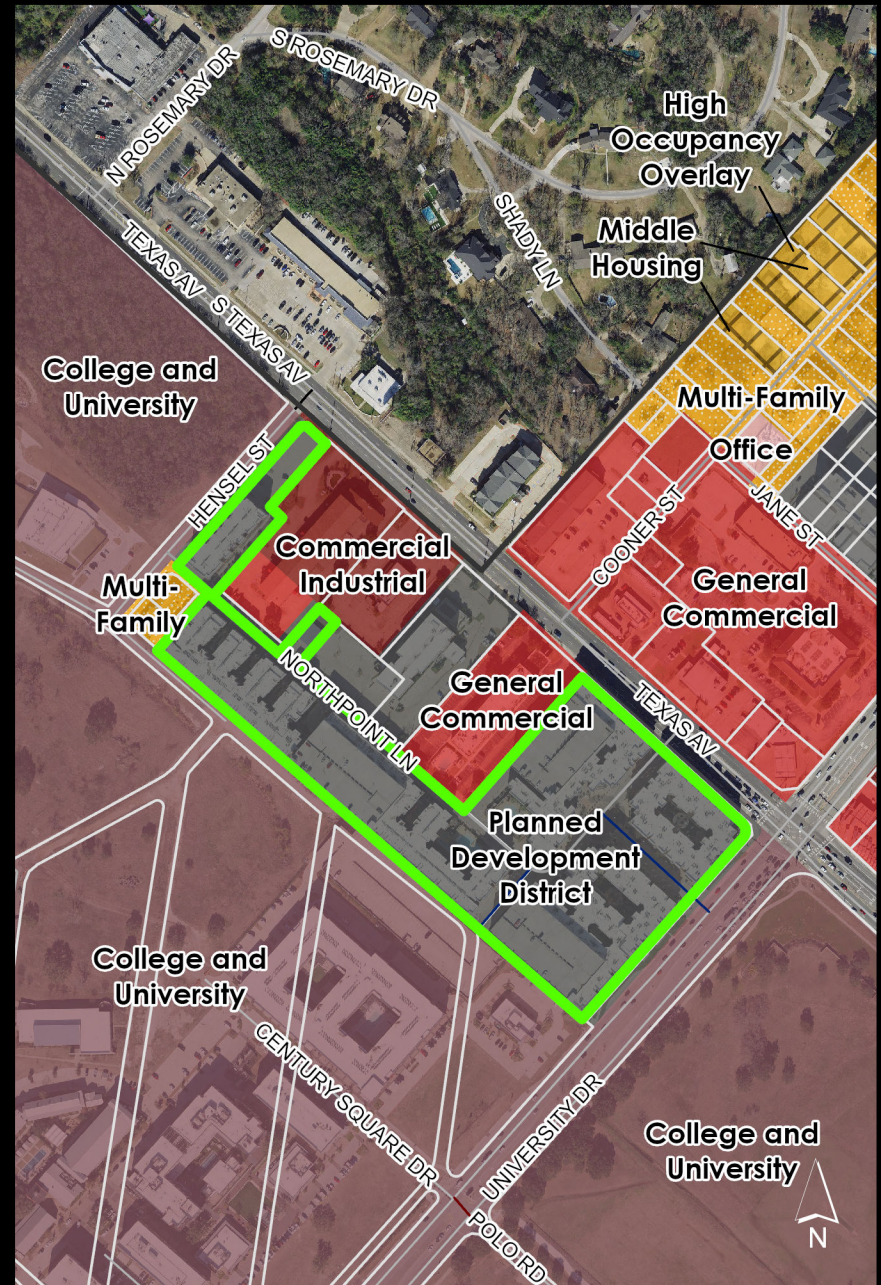
Future Land Use



EXISTING Zoning



PROPOSED Zoning





REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: NORTHPOINT CROSSING (REZ2024-000023)

Address:

Legal Description:

Total Acreage: 11.19

Applicant: CRISSY HARTL

Property Owner:

List the changed or changing conditions in the area or in the City which make this zone change necessary.

Over the years, College Station has faced many challenges in creating spaces and development requirements for successful mixed-use developments. Mixed-use has proven to be difficult to sustain and Northpoint Crossing is no exception. Since the development opened in 2014, several businesses have opened and closed, some lasting only months. Despite efforts to offer relief for rent and other incentives, there are many other factors, including customer parking habits and overall shopping culture that affect the success of retailers at this location that can not be resolved.

Most of the ground floor retail space is unoccupied, and several of the spaces have never been leased. With a growing need for more housing close to campus, converting some of these spaces from retail to residential will yield a success for both the City of College Station and Northpoint Crossing. We request to amend the PDD to convert approximately 76% of the ground floor retail space into residential units. The remaining 24% will remain ground floor retail.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The Comprehensive Plan identifies the Northpoint Crossing property as an Urban Center area on the Future Land Use Plan. Urban Center areas are "appropriate for the most intense development and mix of uses arranged in a compact and walkable pattern." The requested amendment to the Northpoint Crossing PDD still supports this desired type of development and is therefore 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?

As properties along University Drive continue to redevelop, the Northpoint Crossing development and the amendment requested continue to conform to the uses of the nearby property and the character of the neighborhood.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The rezoning request to convert a portion of the retail space at Northpoint Crossing into more residences meets the dire need for more housing close to the Texas A&M campus and improves the vitality of the development as a whole by finding a use for the empty spaces. The additional residential uses requested in this amendment are much more suitable for Northpoint Crossing.

Explain the suitability of the property for uses permitted by the current zoning district.

Over the past 10 years, many challenges have faced Northpoint Crossing in attracting businesses to occupy the ground floor retail spaces. The retail market has not favored other mixed-use developments in College Station and this location is no exception. Ultimately, this amount of retail space in Northpoint Crossing is not suitable.

Explain the marketability of the property for uses permitted by the current zoning district.

The Comprehensive Plan also identifies the area surrounding the intersection of Texas Avenue and University Drive as Planning Area 5: Northeast Gateway Redevelopment Plan, which states vertical mixed-use is encouraged, but also indicates one of the challenges for such developments is commercial real estate market demand.

Since the opening of Northpoint Crossing in 2014, the retail portions of the development have always been challenged with attracting and maintaining businesses. Despite the traffic volumes at this prominent intersection, commercial uses are not very marketable at this location.

List any other reasons to support this zone change.

N/A

Maximum Building Height.

N/A

Proposed Drainage.

The purpose and intent are the same as the original development. No new development is being proposed with this request.

Variations Sought.

We are not seeking any new ordinance modifications. All existing modifications approved in Ordinances 2014-3554 and 2017-3948 will still apply.

Community Benefits.

All existing benefits approved in Ordinances 2014-3554 and 2017-3948 still apply.

Sustained Stability.

As approved and constructed, the concept plan has established a stable environment of mixed-uses and walkability, which also contributed to the redevelopment along University Drive. Even with the requested reduction in retail space, Northpoint Crossing will continue to constitute an environment of sustained stability in harmony with the character of the surrounding area.

Conformity.

The Comprehensive Plan identifies the Northpoint Crossing property as an Urban Center area on the Future Land Use Plan. Urban Center areas are “appropriate for the most intense development and mix of uses arranged in a compact and walkable pattern.” The requested amendment to the Northpoint Crossing PDD still supports this desired type of development and conforms with the policies, goals and objectives of the Comprehensive Plan.

Compatibility with use.

The requested amendment to the PDD Planned Development District will not affect the compatibility with existing or permitted uses on the abutting sites because the development as a whole is still considered “mixed-use”. The concept plan will remain the same and will still offer a mix of uses, which are compatible with the surrounding uses on nearby properties.

Access to Streets.

All dwelling units are contained within buildings and that have direct access to public access easements which feed to University Drive or Texas Avenue. The parking garage that is available to the residents as well as the general public also has access to the same public access easement.

Public Improvements.

Public improvements that are necessary to provide service to this project have been designed and constructed. The project itself has several “gathering spaces” and amenity areas to support the pedestrians, customers and tenants of the project.

Public Health.

The request to convert a portion of the existing ground floor retail into residential units will contribute positively to the health, safety and welfare to the surrounding properties and improvements. There has been much redevelopment in this area of College Station that has created a walkable environment beyond Northpoint Crossing. Adding more residential units within walking distance to Texas A&M will increase pedestrian activity and increase the health and vitality of the surrounding area.

Safety.

A TIA was written for this PDD and improvements per that report have been implemented to provide safe and convenient vehicular, bicycle and pedestrian circulation. This modification to the existing PDD does not change the conclusions of that TIA because the traffic generation from commercial uses is higher than that from residential units; therefore, converting some of the commercial to residential uses would reduce traffic demands.

EXHIBIT "C" – Concept Plan

[illegible]

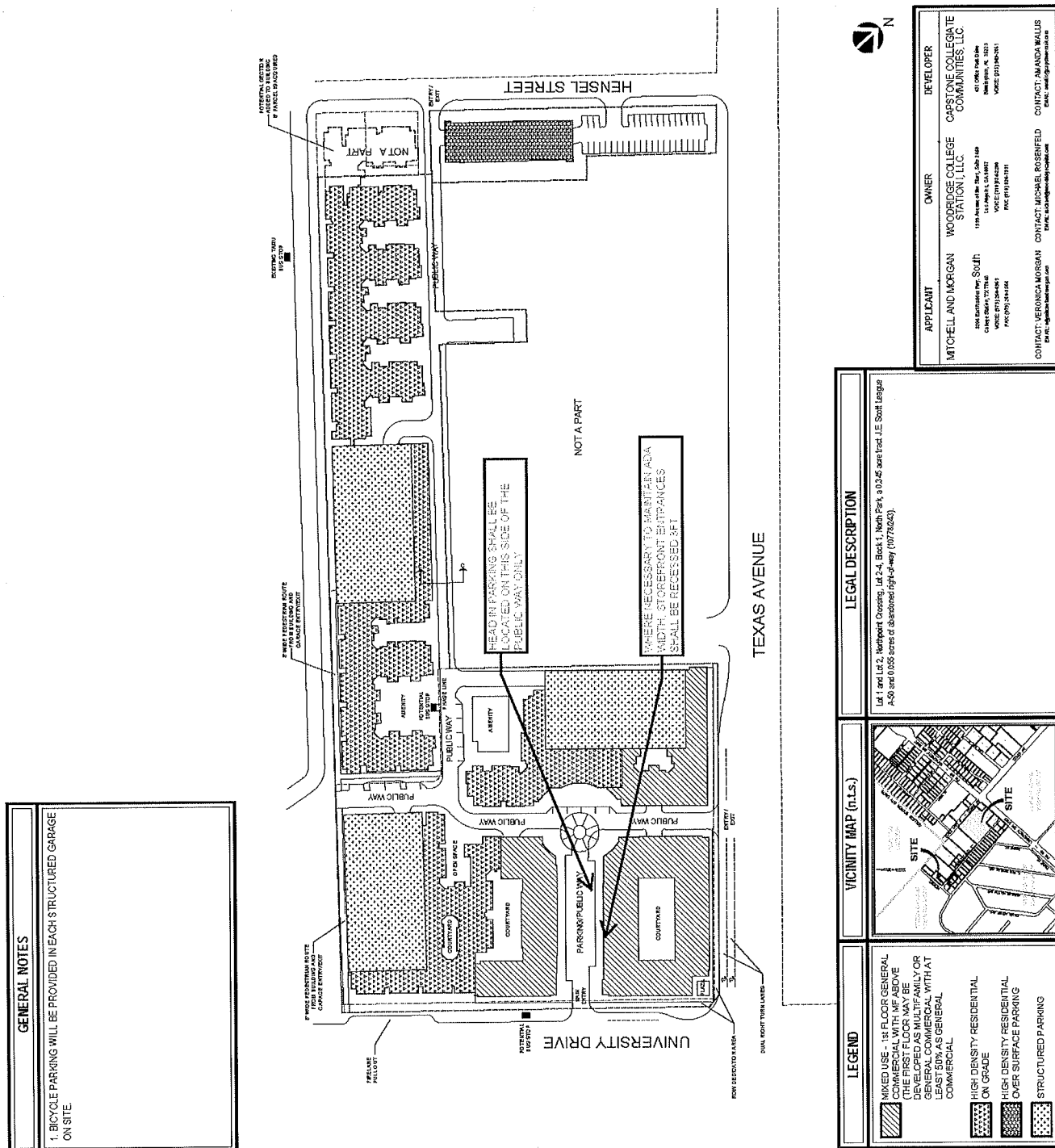
THE PLAZA REDEVELOPMENT
COLLEGE STATION, TX
CAPSTONE COLLEGIATE COMMUNITIES, LLC.
WOODBRIDGE COLLEGE STATION I, LLC.
MITCHELL AND MORGAN, LLP.

HUMPHREYS & PARTNERS
ARCHITECTS, L.P.
1555 ALPHEAN DRIVE DALLAS, TEXAS 75201
(214) 761-1000 FAX
DALLAS CHALLOTTE MIAMI LAS VEGAS
NEW ORLEANS OMAHA PHOENIX
LOWE'S BUILDING

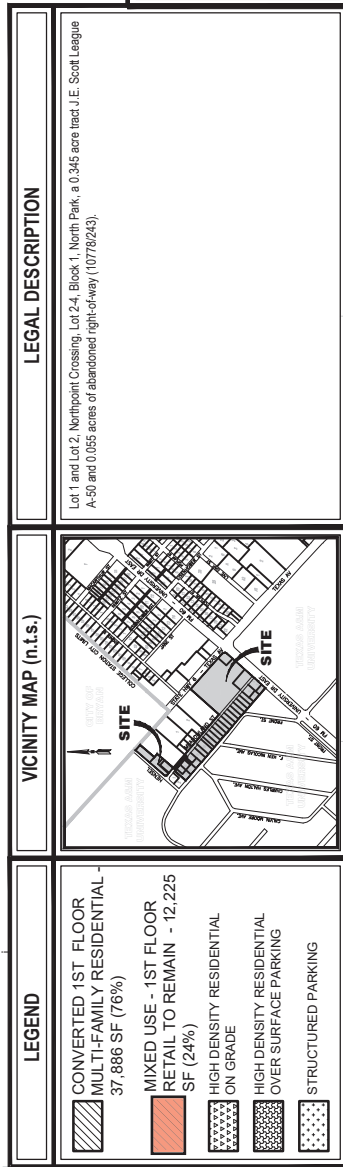


SHEET CONTENTS:
 DD
 CONCEPT PLAN

CP1a



GENERAL NOTES	
---------------	--



APPLICANT	OWNER	MANAGER
MITCHELL AND MORGAN 304 East Boulder Hwy. S Chicago, Illinois 60608 VOICE: (312) 350-0282 FAX: (312) 350-3664	SZ NORTHPOINT APARTMENTS, LP 251 Littlefield Drive Wilmington, DE 19808	THE SCION GROUP 401 N. Michigan Avenue Chicago, IL 60611
CONTACT: CRISSY HARTL EMAIL: crissy@mtkandmorg.com	CONTACT: ROB BRONSTEIN	CONTACT: BEAU CROCKETT EMAIL: beauc@thescion.com

November 25, 2024
Item No. 9.4.
Council Representative Appointments

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the appointment of Councilmember to the Council Transportation Committee and Chair to the Bicycle, Pedestrian, and Greenways Advisory Board or designee.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: This item is to consider filling the vacant seats with another Councilmember to particular boards held by former Councilmember Linda Harvell and Elizabeth Cunha.

Budget & Financial Summary: None

Attachments:

None

November 25, 2024
Item No. 9.5.
Planning and Zoning Commission Chair Appointment

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the appointment of a Planning and Zoning Commission Chair.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: This item is to consider filling the vacant seat of Chair with another Planning and Zoning Commissioner due to this position being held by former Commissioner Melissa McIlhaney.

Budget & Financial Summary: None

Attachments:

None

November 25, 2024
Item No. 10.1.
Items of Community Interest and Council Calendar

Sponsor: City Council

Reviewed By CBC: City Council

Agenda Caption: Items of Community Interest and Council Calendar: The Council may discuss upcoming events and 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.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events the days of November 26 thru December 12:

November 26 – Ag Breakfast

November 26 – Alamo Letter Dedication

November 28-29 – City Offices Closed "Thanksgiving"

November 30 – SEC Tailgate - Texas

December 2 – Historic Preservation Committee Meeting

December 3 – Audit Committee Meeting

December 4 – B/CS MPO Policy Board Meeting

December 4 – ILTexas Aggieland High School Tour

December 4 – ILTexas Aggieland High School Groundbreaking Ceremony

December 4 – Legislative Affairs Committee Meeting

December 5 – Business After Hours

December 5 – Public Open House - Rock Prairie East (ST2303)

December 5 – Planning and Zoning Commission Meeting

December 7 – 2nd Annual City of College Station Christmas Parade

December 9 – BPG Meeting

December 11 – COCS Employee Holiday Celebration

December 12 – Rock Prairie Management District No. 2

December 12 – Council Meeting Day

Budget & Financial Summary: None.

Attachments:

None

November 25, 2024
Item No. 11.1.
Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None