



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#

February 13, 2025

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. 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.
- c. Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County.

2.2. Real Estate {Gov't Code Section 551.072};

Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Approximately 28 acres of land generally located at Midtown Drive and Corporate Pkwy in the Midtown Business Park.
- b. Approximately 8 acres of land located at 1508 Harvey Road.
- c. Approximately 300 acres generally located at Corporate Parkway and Midtown Drive in the Midtown Business Park.

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

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

- a. Zoning Board of Adjustment
- b. City Manager
- c. Council Self Evaluation

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

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

- a. Economic development agreement for a development generally located at the intersection of University Drive East and Tarrow Street.
- b. Economic development agreement for a development generally located at the intersection of University Drive and College Avenue.
- c. Economic development agreement with Fujifilm Diosynth Biotechnologies Texas, LLC, f/k/a Kalon Biotherapeutics LLC.
- d. Economic development agreement for a development generally located at the intersection of Raymond Stotzer Parkway and State Highway 47.

3. The Open Meeting will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.**4. Pledge of Allegiance, Invocation, and Consider Absence Request.**Speaker Protocol

An individual who desires to address the City Council regarding any agenda item other than those items posted for Executive Session must register with the City Secretary two (2) hours before the meeting being called to order. Individuals shall register to speak or provide written comments at <https://forms.cstx.gov/Forms/CSCouncil> or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Please do not carry purses, briefcases, backpacks, liquids, foods or any other object other than papers or personal electronic communication devices to the lectern, nor advance past the lectern unless you are invited to do so. Comments should not personally attack other speakers, Council or staff. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council using a translator may speak for six (6) minutes. The speaker's microphone will mute when the allotted time expires and the speaker must leave the podium.

5. Presentation - Proclamations, Awards, and Recognitions.**5.1. Presentation of a proclamation recognizing February 2025 as Black History Month.**

Sponsors: Barbara Moore

Attachments: 1. 25 Black History Month

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:

- January 23, 2025 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM012325 DRAFT Minutes

7.2. Presentation, discussion, and possible action on a construction contract with McDermott Construction, LLC for the development of Summit Crossing Park in the amount of \$255,668.10, plus the City's contingency in the amount of \$25,566.00 for a total appropriation of \$281,234.10 for Summit Crossing Park Development. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Sponsors: Jennifer Cain

Attachments: 1. Summit Crossing Park Bid Tabulation 25-012
2. Summit Crossing Park PK2405 Location Map
3. Summit Crossing Park Vendor Signed Contract

7.3. Presentation, discussion, and possible action on a construction contract with Brazos Paving, Inc. in the amount of \$741,674.00, plus the City's contingency in the amount of \$74,167.40 for a total appropriation of \$815,841.40 for the Holleman Drive West and Jones Butler Roundabout. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Sponsors: Jennifer Cain

Attachments: 1. Holleman Jones Butler Roundabout Construction Vendor Signed Contract
2. Holleman Jones Butler Roundabout ST2102 Project Location Map
3. Holleman Jones Butler Roundabout ITB-25-024 Preliminary Tab Sheet

7.4. Presentation, discussion, and possible action on the first reading of an ordinance renewing a non-exclusive natural gas franchise to Atmos Energy Corporation Mid-Tex Division.

Sponsors: Ross Brady

Attachments: 1. College Station 2025 Atmos Energy Mid-Tex Franchise Ord Final v12-10-2024

7.5. Presentation, discussion, and possible action regarding a resolution establishing a City of College Station Council Legislative Engagement Committee.

Sponsors: Ross Brady

Attachments: 1. Council Legislative Engagement Committee Resolution

7.6. Presentation, discussion, and possible action regarding the rejection of all bids relating to Bid No. 24-073 Purchase and Redevelopment of 301 Patricia Street.

Sponsors: Michael Ostrowski

Attachments: 1. Proposal - Capstone
2. Proposal - Oldham Goodwin-Swinbank

3. Proposal - Pinnacle-Woodbury

- 7.7. Presentation, discussion, and possible action on an ordinance providing for the imposition of a lien against an owner's property for delinquent municipal utility service bills, pursuant to Texas Local Government Code Sec. 552.0025(d).

Sponsors: Mary Ellen Leonard

Attachments: 1. College Station Delinquent Utility Lien Ordinance

8. Workshop Agenda.

- 8.1. Presentation, discussion, and possible action regarding basic public purchasing policies, procedures and statutes.

Sponsors: Mary Ellen Leonard

Attachments: None

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

Sponsors: Billy Couch

Attachments: None

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

Sponsors: Richard Mann

Attachments: 1. Council Presentation 2-13-25

- 8.4. Presentation, discussion, and possible action on code compliance and utility issues in aging multifamily properties.

Sponsors: Debbie Eller

Attachments: None

9. Regular Agenda.

- 9.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to MU Mixed-Use for approximately 12.43 acres at 2950 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Old Wellborn Road.

Sponsors: Jeff Howell

Attachments:

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

- 9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to WC Wellborn Commercial on approximately 4 acres generally located at 15305 FM 2154.

- Sponsors: Robin Macias
Attachments: 1. Aerial and Small Area Map
 2. Background Information
 3. Existing Future Land Use Map
 4. Rezoning Map
 5. Ordinance

9.3. Presentation, discussion, and possible action on approval of Amendment No. 1 to the Construction Manager at Risk (CMAR) contract with Lott Brothers Construction Co., Inc. accepting the Guaranteed Maximum Price (GMP) of \$827,573 for off-site utilities for the Fire Station No. 7 Project.

- Sponsors: Jennifer Cain
Attachments: 1. Fire Station No. 7 Project Location Map
 2. Fire Station No. 7 - Lott Brothers Construction - CMAR Amendment No.1 & GMP No. 1
 3. Amend No 1 - Bid Pckg 1 - GMP Exhibit A
 4. Amend No 1 - Bid Pckg 1 - GMP Exhibit B
 5. Amend No 1 - Bid Pckg 1 - GMP Exhibit C&E

9.4. Presentation, discussion, and possible action regarding appointments to the Zoning Board of Adjustments.

- 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 February 7, 2025 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."

February 13, 2025
Item No. 5.1.
Black History Month Proclamation

Sponsor: Barbara Moore, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation of a proclamation recognizing February 2025 as Black History Month.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: For Black History Month 2025, the theme is "African Americans and Labor," which aims to highlight the diverse and significant ways that work, in all its forms, has shaped the collective experiences of Black people throughout American history.

Budget & Financial Summary: None.

Attachments:

1. 25 Black History Month



Proclamation

- WHEREAS,** African Americans have made significant cultural, historical, and economic contributions to the development of America and the American way of life; and
- WHEREAS,** Carter G. Woodson created Negro History in 1926 to rectify the omission of African American History from history books and to encourage the study of the history and lives of all Americans, including African Americans; and every U.S. president since 1976 has officially designated the month of February Black History Month and
- WHEREAS,** We are recognizing the Black History Month 2025 theme, “African Americans and Labor”. It focuses on the various and profound ways that work and working of all kinds, skilled, unskilled, voluntary and involuntary- intersects with the collective experiences of Black people and has helped shape our country, state and city, and
- WHEREAS,** work has been central to much of Black history and culture, from the agricultural labor of enslaved Africans to debates among Black educators on vocational training, from self-help strategies and entrepreneurship in Black communities to organized labor’s role in combatting economic and social injustice. Black people’s work has transformed communities and industries across the nation, and
- WHEREAS,** the African American National Heritage Society, through the Brazos Valley African American Museum uses the month of February to educate and bring awareness to the contributions of African Americans in the Brazos Valley. They understand the importance of sharing this important history with our region and are committed to this cause beyond Black History Month.
- WHEREAS,** Brazos Valley African American Museum is a unique and vitally important resource and source of pride for our entire community; and
- WHEREAS,** the Lincoln Recreation Center, and previously the Lincoln School, has been essential in the African American community in College Station for providing not only education but being the center of African American culture and activities; and
- WHEREAS,** we invite everyone to learn about the contributions of African Americans to our nation, as those contributions have been woven into the fabric of America.
- NOW, THEREFORE, I,** John P. Nichols, Mayor of College Station proclaim and officially recognize February of 2025 as

Black History Month

and urge all citizens to observe this month with appropriate programs, activities, and reflections and to continue our efforts to create a world that is more just, equitable and prosperous for all.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of College Station to be affixed this 13th day of February 2025.


John P. Nichols
Mayor

Attest:


Tanya Smith
City Secretary

February 13, 2025
Item No. 7.1.
January 23rd Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• January 23, 2025 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM012325 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JANUARY 23, 2025

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
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on January 23, 2025, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.087- Economic Incentive Negotiations and the College Station City Council convened into Executive Session at 4:00 p.m. on January 23, 2025, to continue discussing matters pertaining to:

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

- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas; and
- 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
- Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County.

- Legal advice regarding the process to acquire property needed for the Water Well 10 Access Easement.

2.2. 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.

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

- City Secretary
- Council Self-Evaluation

2.4. Deliberation on an offer of financial or other incentives for a business prospect that the Council seeks to have locate, stay or expand in or near the City; to wit:

- Economic development agreement for a development generally located at the intersection of University Drive East and Tarrow Street.
- Economic development agreement for a development generally located at the intersection of University Drive and College Avenue.
- Economic development agreement with Fujifilm Diosynth Biotechnologies Texas, LLC, f/k/a Kalon Biotherapeutics LLC.

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

Executive Session recessed at 7:05 p.m. No action was taken.

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

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming the month of February 2025 as Walk Across Texas Month.

Mayor Nichols presented a proclamation to the Nickie McDaniel and Flora Williams, individuals involved with “Walk Across Texas,” proclaiming the month of February 2025 as Walk Across Texas Month.

6. Hear Visitors Comments.

Shelby Behm, College Station, came before Council as resident of Midtown and express her concern over the lack of commercial development in the area. She stated that her Municipal Utility District taxes have increased and believes this is partially due to the lack of promised amenities and development in the area.

Shirley Dupriest, College Station, appeared before Council to discuss the enforcement of occupancy and to read a piece about rental registration and the challenges facing College Station.

Fred Dupriest, College Station, discussed occupancy enforcement and what he described as a “black box” of silence between the Occupancy Enforcement Alliance (OEA) and the City around over-occupancy cases. He believes that the city should be providing the OEA with information related to the challenges of enforcement so his organization can help obtain convictions.

Richard Woodward, College Station, came before Council to state that the occupancy ordinance is not being observed by the community at large due to a lack of meaningful enforcement. He believes the focus on education has been good but would like to see the city focus on enforcement in the coming year.

Justin Manning, College Station, came before Council as the Vice President of the Northgate Association to say thank you for working business owners and operators in Northgate, and they look forward to working with staff on the small area plan.

Jacob McFarland, College Station, appeared before the council to discuss the enforcement of the occupancy restrictions. He believes the laws are not being followed and that is partially due to a lack of enforcement by the city but not due to a lack of effort on the part of the community.

Scott Lovett, College Station, spoke to the Council over the rejection of his ETJ petition for 96 Acres on Stousland Road. He believes the Council is breaking state law by denying his petition a few months ago.

7. CONSENT ITEMS

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

(7.4) and (7.6) was pulled for clarification.

(7.4) Jennifer Cain, Capital Projects Director, and Stephen Maldonado, Assistant Water Services Director, stated that the Carter Creek Wastewater Treatment Plant (WWTP) Improvements includes the design and construction of a filters structure, UV treatment facility, and other necessary improvements. These improvements were identified in a preliminary engineering report (PER) provided by the design engineer, FNI. The filter media type, UV technology, and site layout has been identified in the PER. These improvements will be designed to improve the treatment of the plant effluent and hydraulic efficiency through these structures.

(7.6) Jennifer Cain, Capital Projects Director explained of how the process starts with an RFQ and ends with a contract. Four Statements of Qualification (SOQ) for professional services were submitted to the City of College Station in response to the October 31, 2024, Request for Qualifications (RFQ). The RFQ gave interested companies the details they needed to get ready and submit their qualifications for the Onsite Construction Representative Services category. A committee made up of employees from Planning and Development, Water Services, and Capital Improvements examined the SOQs. The IDIQ prequalified firm list will be used by the city whenever it determines that onsite construction representative services are required. The firm's services are available to city employees on an as-

needed, on-call basis for a duration of three years, with the possibility of an extension at the City's discretion.

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

- **January 9, 2024 Council Meeting**

7.2. Presentation, discussion, and possible action regarding the second and final renewal of the annual Price Agreement for electric fiberglass composite distribution poles with Techline, Inc. for \$1,648,379.71.

7.3. Presentation, discussion, and possible action on an aid-in-construction agreement with Bryan Texas Utilities (BTU), in the amount of \$165,508.30 for overhead power upgrades for the Water Wells 10,11,12 and Collection Line project.

7.4. Presentation, discussion, and possible action on a Professional Services Contract with Freese and Nichols, Inc (FNI) for \$3,681,493 for the design and construction administration for the Carter Creek Wastewater Treatment Plant Improvements Project and Resolution No. 01-23-25-7.4 declaring intention to reimburse certain expenditures with proceeds from debt.

7.5. Presentation, discussion, and possible action regarding Resolution No. 01-23-25-7.5 authorizing the submission of the Texas Parks and Wildlife Department Recreational Trails Grant application in the amount of \$300,000 for Texas Independence Park.

7.6. Presentation, discussion, and possible action regarding the City's Indefinite Delivery/Indefinite Quantity (IDIQ) where identified firms will provide on-call, as needed, professional services to the City for Onsite Construction Representation.

7.7. Presentation, discussion, and possible action on the second and final renewal of an annual price agreement with BPI Materials, LLC not to exceed \$2,105,000 for the purchase of Type D Hot Mix Asphalt. (Pulled from Agenda)

7.8. Presentation, discussion, and possible action on a professional services contract with Freese and Nichols, Inc. in the amount of \$240,000 for a Regional Pumping and Regulatory Requirements Analysis to assess the effects of proposed regional groundwater pumping from the Simsboro aquifer on College Station's wells.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to approve the Consent agenda, with the exception of Consent item 7.7. The motion carried unanimously.

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action related to the Capital Improvement Projects (CIP) update.

Jennifer Cain, Capital Projects Director, provided an update on the Capital Improvement Projects.

- Rock Prairie Road Widening (State Hwy 6 to Town Lake)
 - Budget: \$8.55M (Design & Construction)
 - Schedule: Construction completion anticipated September 2025.
- Rock Prairie Road Widening (Town Lake to WD Fitch)

- Budget: \$23M (Design & Construction)
- Schedule: Anticipating construction completion in 2028
- Krenek Tap Rehabilitation
 - Budget: 10.7M (Design & Construction)
 - Schedule: Construction starts anticipated early 2025.
- Lincoln Avenue Rehab
 - Budget: \$12.2M (Design & Construction)
 - Schedule: Construction completion anticipated late 2025.
- New Water Wells 10, 11, 12
 - Budget: \$68.7M (design and construction)
 - Schedule: Project will be complete by September of 2028.
- McCulloch Utility Rehab
 - \$7.4M (Design & Construction)
 - Schedule: Construction completion is anticipated Winter 2025.
- Bee Creek and Central Park Tennis Courts Improvements
 - \$1.7M
 - Schedule: Construction started November 2024, with an anticipated completion date of Summer 2025.
- Bachmann Park Senior and Little League Buildings
 - \$7M (Design & Construction)
 - Schedule: Construction started in September 2024. Both buildings are to be completed in August 2025.
- Central Park Operations Shop
 - \$7.4M (Design & Construction)
 - Schedule: Construction started late October 2024 and is anticipated to be completed in Fall 2025.
- Pickleball/Futsal Courts at Anderson Park
 - \$1.7M (Design & Construction)
 - Schedule: Anticipated construction completion Fall 2025.
- Lincoln Center Area Improvements
 - Budget: \$1,150,000 Phase 1 (Design & Construction)
 - Budget: \$650,000 Phase 2 (Design & Construction)
 - Schedule: Phase 1 construction is scheduled to start in Spring 2025. (Phase 1 - Design 90% complete; Phase 2 – Design 25% complete)
- Thomas Park Improvements
 - \$3M (Design & Construction)
 - Schedule: Design anticipated to take 10-12 months.
- Texas Independence Park
 - \$20M (Design & Construction)
 - Schedule: In design, with construction to start as early as Fall of 2025.
- Ballfields at Veterans Park
 - \$20M (Design & Construction)
 - Schedule: Design started and construction to start once final design is complete.
- Fire Station No. 7
 - \$18M (Design & Construction)
 - Schedule: Groundbreaking ceremony anticipated for April 2025. Construction for structure anticipated to begin late Spring 2025.

8.2. Presentation, discussion, and possible action regarding the creation of a council subcommittee on legislative affairs.

Ross Brady, Assistant to the City Manager, stated that Council requested a discussion of the creation of a council subcommittee on legislative affairs. Then turned it over to Council for discussion.

Majority of the Council directed staff to bring back a Resolution creating a Legislative Affair Sub-Committee formalizing the charge of the sub-committee with three (3) councilmembers making up the committee, which are David White, Melissa McIlhaney, and William Wright.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action on Ordinance No. 2025-4570 Budget Amendment Number 1 amending the budget for Fiscal Year 2024-2025 for \$14,718,759.

Mary Ellen Leonard, Finance Director, stated that the proposed budget amendment is to increase the FY25 budget appropriations by \$14,718,759 primarily because of the annual encumbrance roll for goods budgeted and ordered in FY24 or prior and not yet received including a total of \$12,271,372 of fleet purchases. Fire department preorder of two pumper trucks, one grass truck and one aerial truck totaling \$6,042,905 make up 49% of the fleet purchases. The amendment also contains two interfund transfers for the advance purchase of four Fire Department vehicles and proceeds from the sale of land. Interfund transfers do not affect the budget. If approved, the net revised 2024-2025 budget appropriations will be \$556,169,443.

FY25 PROPOSED BUDGET AMENDMENT ITEMS		
Description	Fund	Amount
Encumbrance Roll		
Vehicle related – ordered in FY24, not yet received	Various	\$6,228,467
Department service related – ordered in FY24, not yet received / completed	Various	1,409,387
Fire Department preordered vehicles *	General	6,042,905
Prior Year 1x SLAs not completed		
Parks Security Cameras	General	370,000
Planning, Parks and Tourism studies	General / HOT	178,000
Water Regional Pumping Impact Analysis	Water	240,000
Plug and Play Funding Agreement	General	250,000
Total Budget Increase:		<u>\$ 14,718,759</u>

INTERFUND TRANSFER ITEMS		
Description	Fund	Amount
Fire Department preordered vehicles *	Fleet Replacement to General Fund	6,042,905
Caprock Development and Fera Diagnostics land proceeds *	General Fund to Streets CIP	4,245,416

BUDGET	AMOUNT
Approved Budget	\$ 541,450,684

Budget Amendment #1	14,718,759
Revised Budget	\$ 556,169,443

At approximately 8:53 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:53 p.m.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Wright the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4570, Budget Amendment Number 1 amending the budget for Fiscal Year 2024-2025 for \$14,718,759. The motion carried unanimously.

9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4571 amending the Comprehensive Plan - Future Land Use & Character Map from Mixed Residential to General Commercial for approximately 1.047 acres at 3423 Cain Road and 3197 Holleman Drive South.

Regular Items 9.2 and 9.3 were present together.

9.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4572 amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from R Rural & T Townhouse to T Townhouse (2.253 acres) & GC General Commercial (1.047 acres) for approximately 3.30 acres at 3417 & 3423 Cain Road and 3197 Holleman Drive South, generally located east of the intersection of Holleman Drive South and Cain Road.

Jeff Howell, Planning and Development, stated that the applicant is requesting an amendment to the Comprehensive Plan Future Land Use and Character Map from Mixed Residential to General Commercial for approximately 1.047 acres, generally located east of the intersection of Holleman Drive South and Cain Road. General Commercial is defined as areas of commercial activities typically located along regionally significant roads. This Comprehensive Plan Amendment is in conjunction with a rezoning of a portion of the property to GC General Commercial to allow for additional commercial uses in the area. It is the applicant's intent to develop uses allowed within the proposed General Commercial zoning district on the subject property.

Mr. Howell explained that this request is to also rezone approximately 3.30 acres of land generally located south of the intersection of Holleman Drive South and Cain Road from R Rural and T Townhouse to T Townhouse and GC General Commercial. The tract proposed to be rezoned consists of two un-platted properties and a small portion of common area which was platted in October 2024 as part of Barracks West Phase 1 subdivision. The majority of the property was originally zoned R Rural upon annexation to the City in 2002, while a small portion was recently rezoned to T Townhouse in 2023. This zoning request is in effort to provide additional housing and residential density to this area, as well as commercial uses along the corridor. The applicant is requesting the zoning district change to allow for a proposed townhome development which would not be allowed on properties zoned R Rural. The applicant is also requesting the commercial zoning district for a proposed commercial development which would not be permitted within the R Rural or T Townhouse zoning districts.

These items were heard at the January 16th Planning and Zoning Commission meeting where the Commission voted 6-0 to recommend approval.

At approximately 8:58 p.m., Mayor Nichols opened the Public Hearings for 9.2 and 9.3.

There being no further comments, the Public Hearings were closed at 8:58 p.m.

(9.2) 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 adopt Ordinance No. 2025-4571, amending the Comprehensive Plan - Future Land Use & Character Map from Mixed Residential to General Commercial for approximately 1.047 acres at 3423 Cain Road and 3197 Holleman Drive South. The motion carried unanimously.

(9.3) MOTION: Upon a motion made by Councilmember White and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4572, amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from R Rural & T Townhouse to T Townhouse (2.253 acres) & GC General Commercial (1.047 acres) for approximately 3.30 acres at 3417 & 3423 Cain Road and 3197 Holleman Drive South, generally located east of the intersection of Holleman Drive South and Cain Road. The motion carried unanimously.

9.4. Presentation, discussion, and possible action on Amendment No. 1 to the professional services contract with The Broussard Group, Inc. dba TBG Partners, not to exceed \$949,820 for the design and construction observation of Mabel Clare Thomas Park and Resolution No. 01-23-25-9.4 Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Jennifer Cain, Capital Projects Director, stated this project was part of the November 2022 General Obligation Bond Election and the master plan was approved by the City Council on November 14, 2024. The proposed professional services contract amendment will include conceptual design, design development, final design and documentation, and construction services for Mabel Clare Thomas Park. The budget is in the amount of \$3,000,000 which is included for this project in the Parks Capital Improvement Projects Fund. Mrs. Cain explained that a total of \$85,741 has been expended or committed to date, leaving a balance of \$2,914,259 for this design contract and future costs. This budget was approved via the City of College Station's November 2022 General Obligation Bond Election. Also, there is an additional budget in the amount of \$2,400,000 which is also available in the Parks Capital Improvement Projects Fund. A total of \$428,322 has been expended or committed to date, leaving an additional balance of \$1,971,677 for future construction costs. This budget was included in the Parks Capital Plan in FY19.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember McIlhaney the City Council voted seven (7) for and none (0) opposed, to approve Amendment No. 1 to the professional services contract with The Broussard Group, Inc. dba TBG Partners, not to exceed \$949,820 for the design and construction observation of Mabel Clare Thomas Park and Resolution No. 01-23-25-9.4 Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt. The motion carried unanimously.

9.5. Presentation, discussion, and possible action on a deductive closeout change order with Vaughn Construction for \$10,960,655.48 for the cancelled construction contract on the Texas Independence Ballpark project.

Jennifer Cain, Capital Projects Director, stated that this item is a closeout change order for the remainder of the construction contract with Vaughn Construction since this project was cancelled. A budget of \$16,300,000 is included in the Parks and Recreation Capital Improvement Projects Fund, a total of \$7,082,778 has been expended to date. The proposed deductive change order will reduce the committed amount by \$10,960,655.48.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to approve a deductive closeout change order with Vaughn Construction for \$10,960,655.48 for the cancelled construction contract on the Texas Independence Ballpark project. The motion carried unanimously.

9.6. Presentation, discussion, and possible action on the appointment of City Council members and Planning and Zoning Commissioners to the 2025 Comprehensive Plan Evaluation Committee.

Anthony Armstrong, Planning and Development Director, provided an overview of the Comprehensive Plan Evaluation Committee (CPEC) and how they will serve as the steering committee for the 2025 Comprehensive Plan 5-Year review process. The Committee will provide staff with feedback on the public engagement and participation plan, and they will make decisions on the final recommendations to be included in the Comprehensive Plan 5-Year Evaluation and Appraisal Report. The CPEC is expected to meet approximately 5 times over an 8-month period in workshop-style meetings that will last approximately 1-3 hours each.

Mr. Armstrong stated that the Planning and Zoning Commission recommended (6-0) appointment of Michael Buckley, Tre Watson, and Warren Finch to represent the commission.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to approve appointment of City Council members Melissa McIlhaney, Scott Shafer, Mark Smith, and Planning and Zoning Commissioners Michael Buckley, Tre Watson, and Warren Finch to the 2025 Comprehensive Plan Evaluation Committee. The motion carried unanimously.

9.7. Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions.

- Architectural Advisory Committee
- Audit Committee
- BCS Library Board
- CDBG Public Service Agency Funding Review Committee
- Historic Preservation Committee
- Parks and Recreation Board (Chair Only)
- Spring Creek Local Government Corporation
- The Art Center of Brazos Valley

Tanya Smith, City Secretary, presented the following boards, committees and commissions to the Council for their determination on applicants.

Parks and Recreation Board appointment of new Chairperson:

- Chair – Thomas Marty

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to appoint Thomas Marty as Parks and Recreation Board Chair. The motion carried unanimously.

Historic Preservation Committee *(Due to error in tabulation on January 9th HPC was brought back before Council to review the corrected tally sheet.)*

- Position 4 for 3-yr term – Karen Story
- Position 5 for 3-yr term – Sherry Frisk
- Position 6 for 3-yr term – Lisa Mouton

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to approve Historic Preservation Committee as stated. The motion carried unanimously.

Architectural Advisory Committee

- Samuel Lampe for 2-yr term

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to approve Architectural Advisory Committee appointments as stated. The motion carried unanimously.

Audit Committee

- Position 3 for 2-yr term – Michelle McMillin

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to approve Audit Committee appointments as stated. The motion carried unanimously.

BCS Library Board

- Virginia Higdon for 2-yr term
- Megan Wilson for 2-yr term

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

CDBG Public Service Agency Funding Review Committee

- Position 3 for 3-yr term – Jordan Faust
- Position 4 for 3-yr term – Cheletia Johnson

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to approve CDBG Public Service Agency Funding Review Committee appointments as stated. The motion carried unanimously.

Spring Creek Local Government Corporation

- Per Council's direction no appointments will be made at this time.

The Art Center of Brazos Valley

- Emily Rakov for 3-yr term

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to approve The Art Center of Brazos Valley as stated. The motion carried unanimously.

10. 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.

Councilmember McIlhaney recognized Anthony Armstrong's wedding this weekend and his dedication to the Northgate kickoff on Tuesday.

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

Councilmember Yancy reported on the Health Board.

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

Councilmember Yancy requests a future agenda item on local preference for purchasing products and services.

Councilmember McIlhaney requests a workshop item on Midtown development and background.

Councilmember White to discuss the ordinance, history of progress, and ongoing efforts related to occupancy enforcement.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 9:48 p.m. on Thursday, January 23, 2025.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

February 13, 2025
Item No. 7.2.
Summit Crossing Park

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with McDermott Construction, LLC for the development of Summit Crossing Park in the amount of \$255,668.10, plus the City's contingency in the amount of \$25,566.00 for a total appropriation of \$281,234.10 for Summit Crossing Park Development. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The project is to develop Summit Crossing Park. This contract will include the installation of a 6' wide concrete walk around the pond, picnic area, pond overlook with railing, drainage culverts, sidewalk ramps to access Alamosa, and a pond aerator and all other related work required to complete the construction.

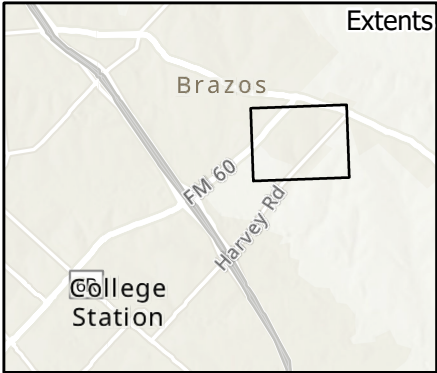
Budget & Financial Summary: A budget in the amount of \$313,700 is included for this project in the Parkland New Zone 2 Fund. A total of \$30,264 has been expended or committed to date, leaving a balance of \$283,436 this contract and future expenses.

Attachments:

1. Summit Crossing Park Bid Tabulation 25-012
2. Summit Crossing Park PK2405 Location Map
3. Summit Crossing Park Vendor Signed Contract

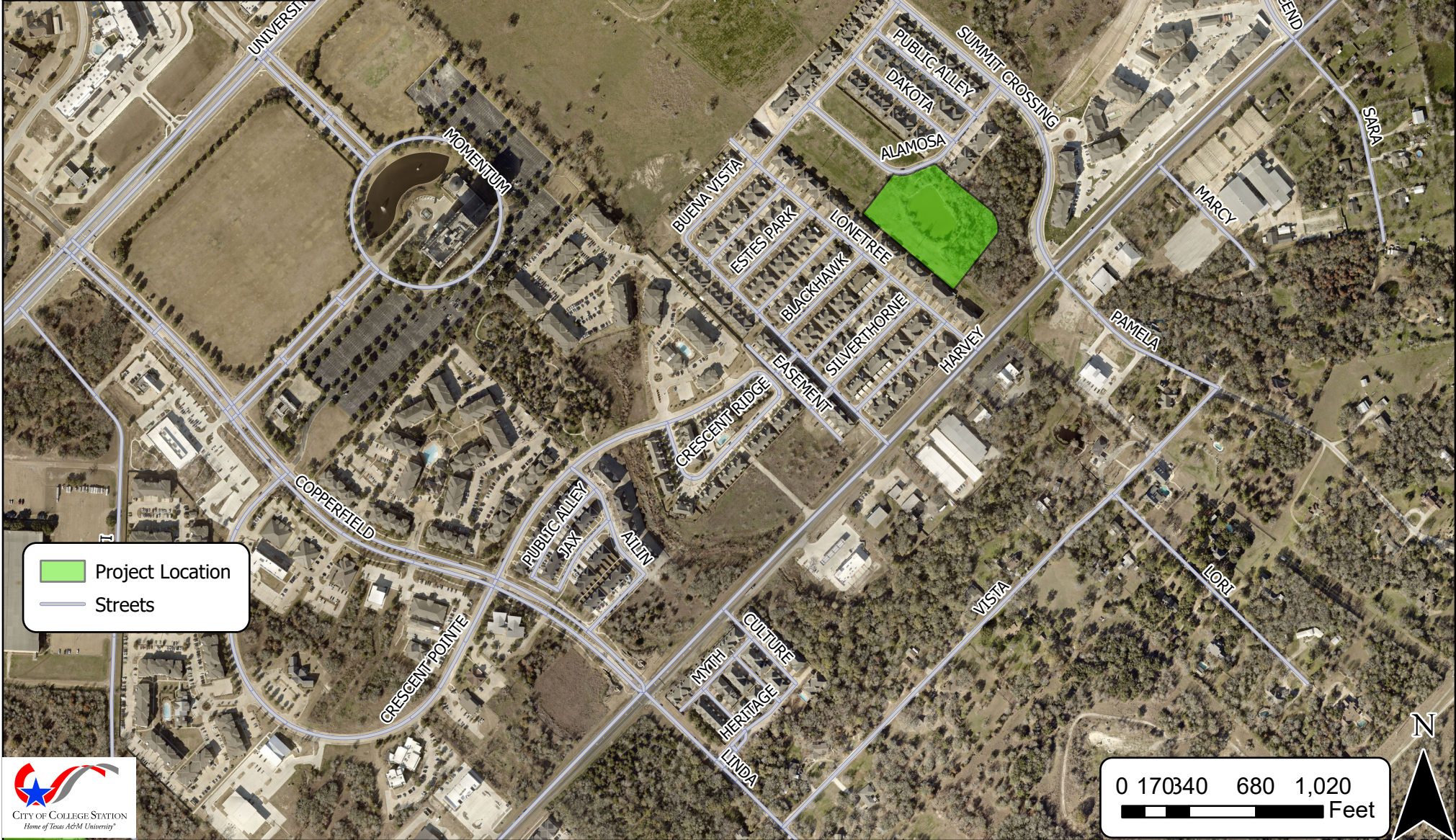
CITY OF COLLEGE STATION
BID TABULATION #25412
SUMMIT CROSSING PARK
Bid Opening: Thursday, November 21, 2024 @ 2:00 pm CT

				BH Harris Construction, LLC (Bryan, TX)		Dudley Construction (College Station, TX)		ERC Environmental & Construction Services, Inc. (Houston, TX)		Marek Brothers Construction, Inc. (College Station, TX)		McDermott Construction LLC (College Station, TX)		Norman Construction Services, L.L.C. Wellborn, TX)		Palomares Construction, Inc. (Bryan, TX)	
Item No.	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Paving Construction																	
1	Mobilization (does not include construction staking)	L.S.	1	\$129,334.00	\$129,334.00	\$18,339.63	\$18,339.63	\$20,539.00	\$20,539.00	\$13,427.00	\$13,427.00	\$2,500.00	\$2,500.00	\$38,145.00	\$38,145.00	\$36,000.00	\$36,000.00
2	Clearing and Site Preparation (includes demolition of dock, slab, table)	Ac	2	\$35,000.00	\$70,000.00	\$18,194.33	\$36,388.66	\$116,730.00	\$233,460.00	\$10,274.00	\$20,548.00	\$2,450.00	\$4,900.00	\$7,500.00	\$15,000.00	\$13,400.00	\$26,800.00
3	Street signs and Thermoplastic Striping	L.S.	1	\$4,500.00	\$4,500.00	\$2,396.56	\$2,396.56	\$11,154.00	\$11,154.00	\$2,422.00	\$2,422.00	\$2,500.00	\$2,500.00	\$6,250.00	\$6,250.00	\$2,000.00	\$2,000.00
4	Earthwork Excavation and Embankment for ROW, Lots, and Common Area. Contractor to verify quantity during bid, all excess material to be wasted on site	C.Y.	80	\$350.00	\$28,000.00	\$77.89	\$6,231.20	\$292.00	\$23,360.00	\$147.00	\$11,760.00	\$65.00	\$5,200.00	\$40.00	\$3,200.00	\$167.00	\$13,360.00
5	6" Compacted Stabilized Subgrade Preparation	S.Y.	911	\$35.00	\$31,885.00	\$30.50	\$27,785.50	\$7.46	\$6,796.06	\$13.00	\$11,843.00	\$8.50	\$7,743.50	\$18.00	\$16,398.00	\$22.50	\$20,497.50
6	Lime/Cement for Stabilized Subgrade (7%)	TN	16	\$450.00	\$7,200.00	\$563.19	\$9,011.04	\$1,556.00	\$24,896.00	\$624.00	\$9,984.00	\$250.00	\$4,000.00	\$600.00	\$9,600.00	\$60.00	\$960.00
7	6" Reinf. Concrete	S.Y.	788	\$86.00	\$67,768.00	\$73.39	\$57,831.32	\$350.00	\$275,800.00	\$129.00	\$101,652.00	\$75.00	\$59,100.00	\$78.00	\$61,464.00	\$95.00	\$74,860.00
8	4" Reinforced Concrete Sidewalk	S.F.	78	\$15.00	\$1,170.00	\$23.97	\$1,869.66	\$52.00	\$4,056.00	\$116.00	\$9,048.00	\$58.00	\$4,524.00	\$7.00	\$546.00	\$20.00	\$1,560.00
9	Hot Dip Galvanized Railing	L.F.	51	\$220.00	\$11,220.00	\$320.29	\$16,334.79	\$363.00	\$18,513.00	\$177.00	\$9,027.00	\$219.00	\$11,169.00	\$425.00	\$21,675.00	\$304.00	\$15,504.00
10	Bike Rack- Pilot Rock Model: SR Saddleback Surface Mount	EACH	1	\$400.00	\$400.00	\$1,956.29	\$1,956.29	\$2,877.00	\$2,877.00	\$177.00	\$177.00	\$325.00	\$325.00	\$3,625.00	\$3,625.00	\$1,500.00	\$1,500.00
11	Picnic Table- Pilot Rock Model: WXT-G-8AL	EACH	1	\$2,500.00	\$2,500.00	\$3,677.01	\$3,677.01	\$4,376.00	\$4,376.00	\$2,308.00	\$2,308.00	\$1,650.00	\$1,650.00	\$4,850.00	\$4,850.00	\$4,000.00	\$4,000.00
12	Trash Bin- Pilot Rock Model: TRH/G-55 PN24	EACH	1	\$1,200.00	\$1,200.00	\$1,999.97	\$1,999.97	\$5,676.00	\$5,676.00	\$1,374.00	\$1,374.00	\$1,155.00	\$1,155.00	\$2,340.00	\$2,340.00	\$800.00	\$800.00
13	Site Sign installation	EACH	1	\$2,000.00	\$2,000.00	\$2,396.56	\$2,396.56	\$3,346.00	\$3,346.00	\$1,358.00	\$1,358.00	\$250.00	\$250.00	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00
14	Sidewalk Ramps	EACH	2	\$3,500.00	\$7,000.00	\$898.71	\$1,797.42	\$1,984.00	\$3,968.00	\$2,386.00	\$4,772.00	\$950.00	\$1,900.00	\$4,000.00	\$8,000.00	\$2,500.00	\$5,000.00
Paving Subtotal				\$364,177.00		\$188,015.61		\$638,817.06		\$199,700.00		\$106,916.50		\$195,593.00		\$203,841.50	
Drainage System Construction																	
15	12" HDPE Pipe, (ADS, N-12 or approved equal w/water-tight joints)	LF	87	\$165.00	\$14,355.00	\$102.45	\$8,913.15	\$107.50	\$9,352.50	\$122.00	\$10,614.00	\$350.00	\$30,450.00	\$72.00	\$6,264.00	\$98.00	\$8,526.00
16	12" S.E.T.	EACH	8	\$3,000.00	\$24,000.00	\$1,797.42	\$14,379.36	\$1,875.00	\$15,000.00	\$2,123.00	\$16,984.00	\$2,650.00	\$21,200.00	\$3,000.00	\$24,000.00	\$100.00	\$800.00
17	Rock Rip Rap (Grouted)	S.Y.	336	\$125.00	\$42,000.00	\$255.51	\$85,851.36	\$30.00	\$10,080.00	\$34.00	\$11,424.00	\$18.00	\$6,048.00	\$145.00	\$48,720.00	\$180.00	\$60,480.00
18	TV Inspection	L.F.	87	\$20.00	\$1,740.00	\$14.81	\$1,288.47	\$15.50	\$1,348.50	\$18.00	\$1,566.00	\$34.50	\$3,001.50	\$7.00	\$609.00	\$9.00	\$783.00
Drainage System Subtotal				\$82,095.00		\$110,432.34		\$35,781.00		\$40,588.00		\$60,699.50		\$79,593.00		\$70,589.00	
Water System Construction																	
19	2" Type K Copper	L.F.	73	\$85.00	\$6,205.00	\$77.89	\$5,685.97	\$81.50	\$5,949.50	\$93.00	\$6,789.00	\$250.00	\$18,250.00	\$91.00	\$6,643.00	\$75.00	\$5,475.00
20	1" Type K Copper	L.F.	91	\$80.00	\$7,280.00	\$48.81	\$4,441.71	\$50.50	\$4,595.50	\$58.00	\$5,278.00	\$150.00	\$13,650.00	\$78.00	\$7,098.00	\$50.00	\$4,550.00
21	4" Water Line Casing	L.F.	20	\$25.00	\$500.00	\$39.54	\$790.80	\$41.50	\$830.00	\$47.00	\$940.00	\$50.00	\$1,000.00	\$60.00	\$1,200.00	\$20.00	\$400.00
22	1" Straight or Angle Water Tap	EACH	1	\$1,850.00	\$1,850.00	\$229.57	\$229.57	\$241.00	\$241.00	\$273.00	\$273.00	\$250.00	\$250.00	\$3,100.00	\$3,100.00	\$1,500.00	\$1,500.00
23	2" Straight or Angle Water Tap	EACH	2	\$2,500.00	\$5,000.00	\$2,726.42	\$5,452.84	\$2,865.00	\$5,730.00	\$3,243.00	\$6,486.00	\$300.00	\$600.00	\$3,800.00	\$7,600.00	\$2,000.00	\$4,000.00
25	Directional Dry Bore	L.F.	49	\$125.00	\$6,125.00	\$67.88	\$3,326.12	\$71.50	\$3,503.50	\$81.00	\$3,969.00	\$140.00	\$6,860.00	\$140.00	\$6,860.00	\$25.00	\$1,225.00
26	1" Ball Valve	EACH	2	\$350.00	\$700.00	\$243.14	\$486.28	\$255.50	\$511.00	\$290.00	\$580.00	\$100.00	\$200.00	\$250.00	\$500.00	\$60.00	\$120.00
27	1"x1" Tee	EACH	1	\$200.00	\$200.00	\$143.17	\$143.17	\$150.50	\$150.50	\$171.00	\$171.00	\$100.00	\$100.00	\$200.00	\$200.00	\$80.00	\$80.00
Water System Subtotal				\$27,860.00		\$20,556.46		\$21,511.00		\$24,486.00		\$40,910.00		\$33,201.00		\$17,350.00	
Erosion Control Construction																	
28	Erosion Control Plan & Sedimentation Control (per Item 106) (includes silt fencing, construction exits, straw bale barriers, inlet protection, grass seeding, and any other sedimentation control devices)	L.S.	1	\$14,500.00	\$14,500.00	\$8,226.21	\$8,226.21	\$11,184.00	\$11,184.00	\$12,749.00	\$12,749.00	\$14,500.00	\$14,500.00	\$18,750.00	\$18,750.00	\$3,000.00	\$3,000.00
29	Bermuda sod 3' wide on both sides of new concrete	S.Y.	642	\$8.00	\$5,136.00	\$20.09	\$12,897.78	\$11.50	\$7,383.00	\$23.00	\$14,766.00	\$7.70	\$4,943.40	\$45.00	\$28,890.00	\$11.50	\$7,383.00
30	Hydromulch all areas disturbed by construction	L.S.	1	\$4,356.00	\$4,356.00	\$3,594.85	\$3,594.85	\$4,540.00	\$4,540.00	\$6,422.00	\$6,422.00	\$5,322.70	\$5,322.70	\$10,455.00	\$10,455.00	\$6,000.00	\$6,000.00
Erosion Control Subtotal				\$23,992.00		\$24,718.84		\$23,107.00		\$33,937.00		\$24,766.10		\$58,095.00		\$16,383.00	
Total Construction Cost				\$498,124.00		\$343,723.25		\$719,216.06		\$298,711.00		\$233,292.10		\$366,482.00		\$308,163.50	
	BID ALTERNATES	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Alt 1	Picnic table trashcan and concrete slab	EA	1	\$5,000.00	\$5,000.00	\$11,101.06	\$11,101.06	\$9,519.00	\$9,519.00	\$5,636.00	\$ 5,636.00	*	\$4,395.00	\$16,800.00	\$16,800.00	\$4,600.00	\$ 4,600.00
Alt 2	New lights	EA	4	\$11,781.00	\$47,124.00	\$9,758.81	\$39,035.24	\$10,571.00	\$42,284.00	\$7,900.00	\$ 31,600.00	*	\$36,241.00	\$4,600.00	\$18,400.00	\$8,720.00	\$ 34,880.00
Alt 3	New pond overlook with 40 lf of handrail	EA	1	\$12,000.00	\$12,000.00	\$18,445.13	\$18,445.13	\$26,255.00	\$26,255.00	\$8,874.00	\$ 8,874.00	*	\$13,418.00	\$34,500.00	\$34,500.00	\$11,850.00	\$ 11,850.00
Alt 4	New lights	EA	11	\$9,621.00	\$105,831.00	\$9,307.06	\$102,377.66	\$9,551.00	\$105,061.00	\$7,719.00	\$ 84,909.00	*	\$88,241.00	\$4,600.00	\$50,600.00	\$7,880.00	\$ 86,680.00
Alt 5	Pond aerator and pump	EA	1	\$25,524.00	\$25,524.00	\$28,345.36	\$28,345.36	\$30,062.00	\$30,062.00	\$20,945.00	\$ 20,945.00	*	\$22,376.00	\$18,600.00	\$18,600.00	\$5,300.00	\$ 5,300.00
ALTERNATE TOTAL				\$195,479.00		\$199,304.45		\$213,181.00		\$ 151,964.00		\$ 164,671.00		\$138,900.00		\$143,310.00	
Certification Received				Y		Y		Y		Y		Y		Y		Y	
Total Number of Addenda acknowledged				Y		Y		Y		Y		Y		Y		Y	
Bid Bond				Y		Y		Y		Y		Y		Y		Y	
NOTE: Should there be discrepancies between the unit price and total, the unit price shall prevail.																	
NOTE:												Vendor changed Unit of Measure from SY to SF on Item 17					
NOTE:												No Unit Price entered for Alternate Items 1-5					



Summit Crossing Park

3880 Alamosa Street





CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300250 PROJECT #: PK2405 BID/RFP/RFQ#: ITB 25-012

Project Name / Contract Description: Summit Crossing Park

Name of Contractor: McDermott Construction LLC

CONTRACT TOTAL VALUE: \$ 255,668.10 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)

7 Bids received. Funded through Parkland Dedication Funds for New Zone 2. Total available budget for construction is \$283,816.68, actual construction bid is \$255,668.10.

A budget in the amount of \$313,700 is included for this project in the Parkland New Zone 2 Fund. A total of \$30,264 has been expended or committed to date, leaving a balance of \$283,436 this contract and future expenses.

(If required)*
CRC Approval Date*: N/A Council Approval Date*: 02/13/25 Agenda Item No*:

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

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

SIGNATURES RECOMMENDING APPROVAL

<u>Jennifer Cain</u> DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT	<u>1/17/2025</u> DATE
<u>[Signature]</u> ASST CITY MGR – CFO	<u>1/17/2025</u> DATE
<u>John D. Haislet</u> LEGAL DEPARTMENT	<u>1/17/2025</u> DATE

APPROVED & EXECUTED

<u> </u> CITY MANAGER	<u> </u> DATE
<u>N/A</u> MAYOR (if applicable)	<u> </u> DATE
<u>N/A</u> CITY SECRETARY (if applicable)	<u> </u> DATE

9.12.23 UPDATED

**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 McDermott Construction LLC (the "Contractor") for the construction and/or installation of the following:
Summit Crossing Park with Alternate #5; as described in ITB 25-012.

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: Twenty-Five Thousand Five Hundred Sixty-Six and 00 /100 Dollars (\$25,566.00).

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: Two Hundred Fifty-Five Thousand Six Hundred Sixty-Eight and 10 /100 Dollars (\$255,668.10).

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 Two Hundred Fifty and 00 /**100 DOLLARS (\$ 250.00**) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

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

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

27. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

27.07 Additional Insured.

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

27.08 Builder's Risk

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

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

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

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

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

employee are required.

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

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

“A. Definitions:

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

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

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

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

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

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

extended.

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

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

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

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

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

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

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

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

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

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

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

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

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

of coverage ends during the duration of the project;

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

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

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

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

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

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

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

28. BOND PROVISIONS

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

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

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

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

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

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

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

29. SURETY

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

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

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

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

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

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

30. COMPLIANCE WITH LAW

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

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

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

31. SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

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

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

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

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

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

34. RELEASE

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

35. PERMITS AND LICENSES

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

36. ROYALTIES AND LICENSING FEES

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

37. BREACH OF CONTRACT & DAMAGES

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

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

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

38. TERMINATION FOR CAUSE

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

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

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

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

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

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

(d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

(f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

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

43. HIRING

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

44. ASSIGNMENT

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

45. EFFECTIVE DATE

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

46. OTHER TERMS

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

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

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

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

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

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

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

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

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

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

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

46.11 Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

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

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

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

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

46.16 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

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

McDERMOTT CONSTRUCTION LLC

By: Marcus McDermott

Printed Name: Marcus McDermott

Title: PRESIDENT

Date: 1/16/2025

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

John A. Haislet

City Attorney

Date: 1/17/2025

Jim Enos

Assistant City Manager/CFO

Date: 1/17/2025

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20240007 01/05/2024

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, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(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 Publication Date
0 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. 4480522

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, McDermott Construction LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto SureTec Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Two Hundred Fifty-Five Thousand Six Hundred Sixty-Eight and 10 /100 Dollars (\$ 255,668.10) 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 Summit Crossing Park with Alternate #5; as described in ITB 25-012

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. 4480522

FOR THE CONTRACTOR:

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

WITNESS: (if not a corporation)

McDermott Construction LLC

(Name of Contractor)

By: [Signature]

By: [Signature]

Name: Mitchell McDermott

Name: Marcus McDermott

Title: Director of Operations

Title: President

Date: 2/13/2025

Date: 2/13/25

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

SureTec Insurance Company

(Full Name of Surety)

By: [Signature]

2103 CityWest Blvd. Suite 1300

Name: Derick Harrison

Houston, Texas 77042

Title: Account Manager

(Address of Surety for Notice)

Date: 2/13/25

By: [Signature]

Name: Kelly J. Brooks

Title: Attorney in Fact

Date: 2/13/2025

FOR THE CITY:

REVIEWED:

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

John A. Haislet 1/17/2025
City Attorney

City Manager

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

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

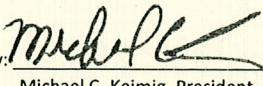
Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

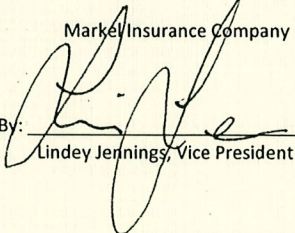
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 6th day of November, 2024.

SureTec Insurance Company

By: 
Michael C. Keimig, President



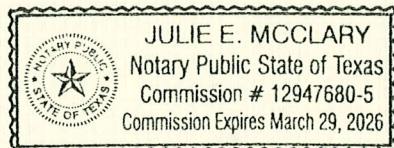
Markel Insurance Company

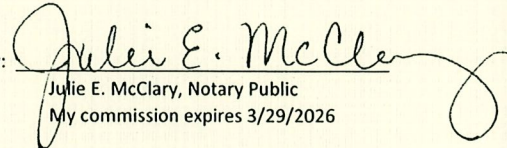
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 6th day of November, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

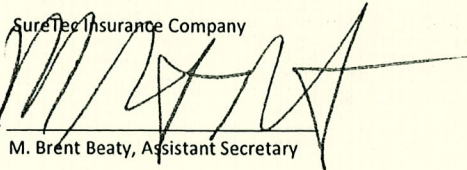


By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

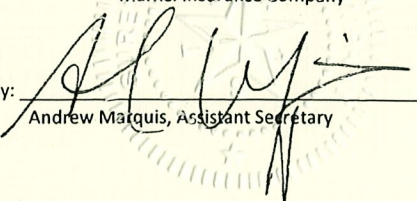
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 13th day of February, 2025.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

SureTec Insurance Company

IMPORTANT NOTICE **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

TEXAS STATUTORY PAYMENT BOND

Bond No. 4480522

THE STATE OF TEXAS

§

§

THE COUNTY OF BRAZOS

§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, McDermott Construction LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Two Hundred Fifty-Five Thousand Six Hundred Sixty-Eight and 10 /100 Dollars (\$255,668.10) 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 13th day of February, 2025, for Summit Crossing Park with Alternate #5; as described in ITB 25-012, 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. 4480522

FOR THE CONTRACTOR:

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

McDermott Construction LLC
(Name of Contractor)

By: [Signature]

Name: Michael McDermott

Title: Director of operations

Date: 2/13/25

By: [Signature]

Name: Marcus McDermott

Title: President

Date: 2/13/25

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: [Signature]

Name: Derick Harrison

Title: Account Manager

Date: 2/13/25

SureTec Insurance Company
(Full Name of Surety)

2103 CityWest Blvd. Suite 1300

Houston, Texas 77042
(Address of Surety for Notice)

By: [Signature]

Name: Kelly J. Brooks

Title: Attorney in Fact

Date: 2/13/2025

FOR THE CITY:

REVIEWED:

John A. Haislet 1/17/2025
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.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

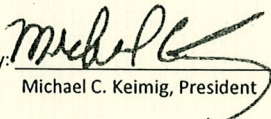
Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

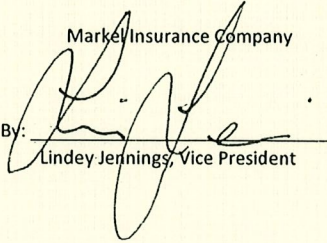
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 6th day of November, 2024.

SureTec Insurance Company

By: 
Michael C. Keimig, President



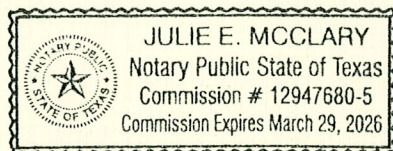
Markel Insurance Company

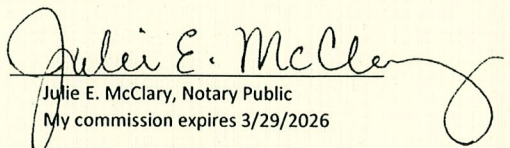
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 6th day of November, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

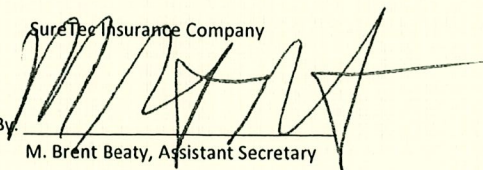


By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

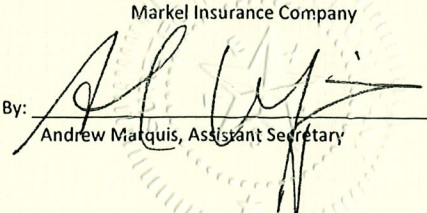
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 13th day of February, 2025.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Matquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

IMPORTANT NOTICE **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2025

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 Rollo Insurance Group, Inc 1500 Earl Rudder Freeway S College Station, TX 77840	CONTACT NAME:	
	PHONE (A/C, No, Ext): (979) 774-2800	FAX (A/C, No): (979) 774-2800
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED McDermott Construction, LLC 4649 Potter Ln College Station, TX 77845	INSURER A : James River Insurance Company	
	INSURER B : Acuity A Mutual Insurance Co	
	INSURER C : Texas Mutual Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	00126422-2	1/27/2024	1/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PER PROJECT CAP \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	ZT8489	1/11/2025	1/11/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X	X	00126424-2	1/27/2024	1/27/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	0002017763	7/17/2024	7/17/2025	☒ 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

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

Project: Summit Crossing Park

The City of College Station, its agents, officials, employees and volunteers are named as Additional Insured to the GL, Umbrella and Commercial Auto Liability policies.

The insurance coverage provided under these policies are primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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.

If the plans and specifications from ITB 25-012 are not physically inserted here, then they are fully incorporated into this contract by reference.

EXHIBIT E
CONSTRUCTION SCHEDULE

EXHIBIT F
SCHEDULE OF VALUES

Construction project will consist of total base bid and Alternate #5 with completion time of 120 days from notice to proceed.

**CONTRACTOR'S PROPOSAL
AND
ALTERNATES (if applicable)**

**BID SUMMARY
BID NO. 25-012**

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the Summit Crossing Park Project and to perform the work required for the construction of said project at the location set out by the Plans and Specifications, in strict accordance with the Contract Documents.

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: The successful bidder agrees to execute the City's standard contract, included herein for reference.

Base Bid	\$ <u>233,292.10</u>
Alternate 1	\$ <u>4395.00</u>
Alternate 2	\$ <u>36,241.00</u>
Alternate 3	\$ <u>13,418.00</u>
Alternate 4	\$ <u>88,241.00</u>
Alternate 5	\$ <u>22,376.00</u>
Alternate Total	\$ <u>164,671.00</u>

TOTAL number of calendar days to substantial completion 120 Days

Number of Addenda is hereby acknowledged 4

Company Name: McDermott Construction LLC

Signed By: 

Printed Name: Marcus McDermott

**CITY OF COLLEGE STATION BID #25-012 SUMMIT CROSSING PARK Bid Opening: Thursday, November 21, 2024 @
2:00 pm CT**

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the Summit Crossing Park project and to perform the work required for the construction of said 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.

Item No.	Description	Unit	Quantity	Unit Price	Total
Paving Construction					
1	Mobilization (does not include construction staking)	L.S.	1	\$ 2,500.00	\$ 2,500.00
2	Clearing and Site Preparation (includes demolition of dock, slab, table)	Ac	2	\$ 2,450.00	\$ 4,900.00
3	Street signs and Thermoplastic Striping	L.S.	1	\$ 2,500.00	\$ 2,500.00
4	Earthwork Excavation and Embankment for ROW, Lots, and Common Area. Contractor to verify quantity during bid, all excess material to be wasted on site	C.Y.	80	\$ 65.00	\$ 5,200.00
5	6" Compacted Stabilized Subgrade Preparation	S.Y.	911	\$ 8.50	\$ 7,743.50
6	Lime/Cement for Stabilized Subgrade (7%)	TN	16	\$ 250.00	\$ 4,000.00
7	6" Reinf. Concrete	S.Y.	788	\$ 75.00	\$ 59,100.00
8	4" Reinforced Concrete Sidewalk	S.F.	78	\$ 58.00	\$ 4,524.00
9	Hot Dip Galvanized Railing	L.F.	51	\$ 219.00	\$ 11,169.00
10	Bike Rack- Pilot Rock Model: SR Saddleback Surface Mount	EACH	1	\$ 325.00	\$ 325.00
11	Picnic Table- Pilot Rock Model: WXT-G-8AL	EACH	1	\$ 1,650.00	\$ 1,650.00
12	Trash Bin- Pilot Rock Model: TRH/G-55 PN24	EACH	1	\$ 1,155.00	\$ 1,155.00
13	Site Sign installation	EACH	1	\$ 250.00	\$ 250.00
14	Sidewalk Ramps	EACH	2	\$ 950.00	\$ 1,900.00
Paving Subtotal					\$ 106,916.50
Drainage System Construction					
15	12" HDPE Pipe, (ADS, N-12 or approved equal w/water-tight joints)	LF	87	\$350.00	\$ 30,450.00
16	12" S.E.T.	EACH	8	\$2,650.00	\$ 21,200.00
17	Rock Rip Rap (Grouted)	SF	336	\$18.00	\$ 6,048.00
18	TV Inspection	L.F.	87	\$34.50	\$ 3,001.50
Drainage System Subtotal					\$ 60,699.50
Water System Construction					
19	2" Type K Copper	L.F.	73	\$250.00	\$ 18,250.00
20	1" Type K Copper	L.F.	91	\$ 150.00	\$ 13,650.00
21	4" Water Line Casing	L.F.	20	\$50.00	\$ 1,000.00
22	1" Straight or Angle Water Tap	EACH	1	\$250.00	\$ 250.00
23	2" Straight or Angle Water Tap	EACH	2	\$300.00	\$ 600.00
25	Directional Dry Bore	L.F.	49	\$140.00	\$ 6,860.00
26	1" Ball Valve	EACH	2	\$100.00	\$ 200.00
27	1"x1" Tee	EACH	1	\$100.00	\$ 100.00
Water System Subtotal					\$ 40,910.00

CITY OF COLLEGE STATION BID #25-012 SUMMIT CROSSING PARK Bid Opening: Thursday, November 21, 2024 @ 2:00 pm CT

Erosion Control Construction					
28	Erosion Control Plan & Sedimentation Control (per Item 106) (includes silt fencing, construction exits, straw bale barriers, inlet protection, grass seeding, and any other sedimentation control devices)	L.S.	1	\$14,500.00	\$ 14,500.00
29	Bermuda sod 3' wide on both sides of new concrete	S.Y.	642	\$7.70	\$ 4,943.40
30	Hydromulch all areas disturbed by construction	L.S.	1	\$5,322.70	\$ 5,322.70
Erosion Control Subtotal					\$ 24,766.10
Total Construction Cost					\$ 233,292.10

	BID ALTERNATES	Unit	Quantity	Unit Price	Total
Alt 1	Picnic table trashcan and concrete slab	EA	1		\$ 4,395.00
Alt 2	New lights	EA	4		\$ 36,241.00
Alt 3	New pond overlook with 40 lf of handrail	EA	1		\$ 13,418.00
Alt 4	New lights	EA	11		\$ 88,241.00
Alt 5	Pond aerator and pump	EA	1		\$ 22,376.00
ALTERNATE TOTAL					\$ 164,671.00

CALENDAR DAYS FOR CONSTRUCTION: 120

CONTRACTOR NAME: McDermott Construction LLC

CONTRACTOR SIGNATURE: [Signature]

Total Number of Addenda is hereby acknowledged 1

CONTRACTOR DATA SHEET

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

Name of Company: McDermott Construction LLC

Company Years in Business: 8

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

Project	Municipality	\$ Amount	Type	Date
1207 Texas Hvc.	CSTX	179,300	Renovation	2023
Brazos County Stairs	Brazos County	56,000	New	2024
Central Park - Tennis	CSTX	200,000	New	2024
Bee Creek - Tennis	CSTX	325,654	New	2024

In Progress
In Progress

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
Logan Brackin	12 +	

Project Manager	Years Experience	Projects
Marcus McDermott	15 +	

References: Name 5 projects of similar work, giving owner's name, representative's name, project engineers name, and telephone numbers for each

1. Rockdale ISD

Elementary & Highschool Reno.

\$ 732,000 (Concrete)

Jacob McCarty - (254) 493-1060

Joey Sumrall - (254) 482-3962

Kimley - Horn (979) 775-9595

2. Rockdale ISD

Junior High Reno.

\$ 1.3 M (Concrete)

Same as above

3. Centerville ISD

\$ 1.25 M (Concrete,

Site, Asphalt)

Jeret Fleming - (214) 728-9758

Walt Stutts - (214) 686-7679

GLS - (979) 776-9700

4. Twin City Mission

\$ 700k (Concrete)

Grossner Engineering

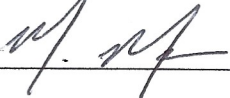
(877) 437-7437

5.

CERTIFICATION

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:  Title: President

Typed Name: Marcus McDermott Company Name: McDermott Construction LLC

Phone No.: 979. 291. 2199 Fax No.: _____

Email: marcus@mcdermotteg.com

Bid Address: 4649 Potter Lane College Station TX 77845
P.O. Box or Street City State Zip

Order Address: Same as Above
P.O. Box or Street City State Zip

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

Federal Tax ID No.: 82-3693343

DUNS No.: _____

Date: 11/21/2024

END OF BID #25-012

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we McDermott Construction, LLC. as Principal, hereinafter called the Principal, and SureTec Insurance Company a corporation duly organized under the laws of the State of Texas as Surety, hereinafter called the Surety, are held and firmly bound unto

City of College Station, Texas

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid

Dollars (%5 of G.A.B.),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

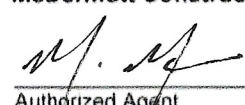
WHEREAS, the Principal has submitted a bid for

Summit Crossing Park - BID NO. 25-012

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

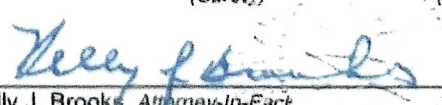
Signed and sealed this 21st day of November, 2024

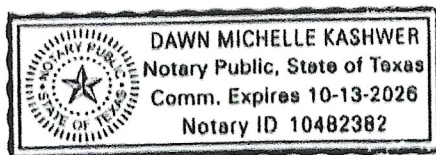

Witness

{ McDermott Construction, LLC. (Principal) (Seal)

Authorized Agent



Derick Harrison, Account Manager (Witness)

{ SureTec Insurance Company (Surety) (Seal)

Kelly J. Brooks, Attorney-in-Fact



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal therein."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of January, 2020.

SureTec Insurance Company

By: Michael C. Kewig
Michael C. Kewig, President



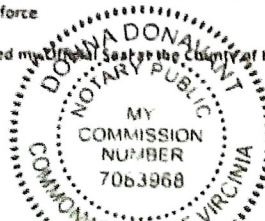
Markel Insurance Company

By: Robin Russo
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 20th day of January, 2020 A.D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal to the County of Henrico, the day and year first above written.



By: Donna Donavan
Donna Donavan, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 21st day of November 2024

SureTec Insurance Company

By: M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Richard R. Granan
Richard R. Granan, Vice President and Secretary

SureTec Insurance Company

IMPORTANT NOTICE **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

February 13, 2025

Item No. 7.3.

Holleman Drive West and Jones Butler Roundabout

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with Brazos Paving, Inc. in the amount of \$741,674.00, plus the City's contingency in the amount of \$74,167.40 for a total appropriation of \$815,841.40 for the Holleman Drive West and Jones Butler Roundabout. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Relationship to Strategic Goals:

Core Services and Infrastructure, Neighborhood Integrity

Recommendation(s): Staff recommends approval.

Summary: Construction of a roundabout at the intersection of Holleman Drive West and Jones Butler. The work involves tacking on new asphalt and concrete to accommodate the roundabout layout while keeping the roadways open during construction. Also includes mill and overlay of existing asphalt pavement, adjustments to the existing storm sewer, and minor adjustments to the water and wastewater systems, installing TCP, SW3P, and all other related work required to complete the construction.

This project was procured using the Invitation to Bid (ITB) Method. Five proposals were received and reviewed and the proposal by Brazos Paving, Inc. was the lowest responsible bidder.

Budget & Financial Summary: A budget of \$1,200,000 is included for this project in the Streets Capital Improvement Projects Fund. A total of \$231,364 has been expended or committed to date, leaving a balance of \$968,636 for the contract and future expenses.

Attachments:

1. Holleman Jones Butler Roundabout Construction Vendor Signed Contract
2. Holleman Jones Butler Roundabout ST2102 Project Location Map
3. Holleman Jones Butler Roundabout ITB-25-024 Preliminary Tab Sheet



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300180 PROJECT #: ST2102 BID/RFP/RFQ#: ITB 25-024

Project Name / Contract Description: Holleman Drive West and Jones Butler Road Roundabout

Name of Contractor: Brazos Paving, Inc.

CONTRACT TOTAL VALUE: \$ 741,674.00

Grant Funded Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☒ NEW CONTRACT ☐ RENEWAL # N/A ☐ CHANGE ORDER # N/A ☐ OTHER None

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

5 bids received from ITB-25-024, Construction Budget: \$915,000, Actual Cost \$741,674. Funded from Certificates of Obligation.

A budget of \$1,200,000 is included for this project in the Streets Capital Improvement Projects Fund. A total of \$231,364 has been expended or committed to date, leaving a balance of \$968,636 for the contract and future expenses.

(If required)*

CRC Approval Date*: N/A Council Approval Date*: 2/13/2025 Agenda Item No*: TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

**CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT**

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and Brazos Paving, Inc. (the "Contractor") for the construction and/or installation of the following:
ITB-25-024, Holleman Drive West and Jones Butler Road Roundabout.

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: Seventy-Four Thousand One Hundred Sixty-Seven and
and 40 /100 Dollars (\$ 74,167.40).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Seven Hundred Forty-One Thousand Six Hundred Seventy Four
and No /100 Dollars (\$ 741,674.00).

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 Two Hundred Fifty and no /100 DOLLARS (\$ 250.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

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

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

27. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

27.07 Additional Insured.

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

27.08 Builder's Risk

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

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

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

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

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

employee are required.

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

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

“A. Definitions:

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

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

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

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

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

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

extended.

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

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

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

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

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

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

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

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

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

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

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

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

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

of coverage ends during the duration of the project;

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

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

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

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

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

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

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

28. BOND PROVISIONS

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

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

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

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

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

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

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

29. SURETY

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

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

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

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

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

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

30. COMPLIANCE WITH LAW

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

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

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

31. SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

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

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

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

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

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

34. RELEASE

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

35. PERMITS AND LICENSES

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

36. ROYALTIES AND LICENSING FEES

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

37. BREACH OF CONTRACT & DAMAGES

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

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

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

38. TERMINATION FOR CAUSE

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

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

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

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

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

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

42. TERMINATION CONVERSION

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

43. HIRING

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

44. ASSIGNMENT

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

45. EFFECTIVE DATE

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

46. OTHER TERMS

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

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

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

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

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

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

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

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

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

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

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

46.11 Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

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

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

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

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

46.16 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

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

BRAZOS PAVING, INC.

By: Billy Prewitt

Printed Name: Billy Prewitt

Title: Sr. Vice President

Date: 1/3/2025

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20240234 11/22/2024

Superseded General Decision Number: TX20230234

State: Texas

Construction Type: Building

County: Brazos County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that 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	Publication Date
0	01/05/2024
1	06/14/2024
2	07/12/2024
3	10/18/2024
4	11/22/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64

ELEV0031-003 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.32	37.885+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60

(3) Hydraulic cranes 59 Tons and under.....\$ 32.35 13.10		

* IRON0084-011 06/01/2024		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....\$ 28.26		8.13

PLUM0068-002 10/01/2023		
	Rates	Fringes
PLUMBER.....\$ 34.86		11.68

PLUM0211-002 10/08/2024		
	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....\$ 41.14		11.86

PLUM0286-011 06/03/2024		
	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....\$ 36.15		15.92

SHEE0054-002 04/01/2020		
	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 29.70		13.85

* SUTX2014-009 07/21/2014		
	Rates	Fringes
BRICKLAYER.....\$ 20.00		0.00
CARPENTER, Excludes Form Work....\$ 14.56 **		0.00
CEMENT MASON/CONCRETE FINISHER...\$ 14.68 **		0.00
ELECTRICIAN.....\$ 22.96		4.83
FORM WORKER.....\$ 11.83 **		0.00

INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 13.35 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 20.74	5.25
LABORER: Common or General.....	\$ 11.57 **	0.00
LABORER: Mason Tender - Brick...	\$ 10.96 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.93 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.33 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 15.00 **	0.00
OPERATOR: Grader/Blade.....	\$ 14.34 **	1.68
OPERATOR: Loader.....	\$ 14.01 **	0.44
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 13.11 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 13.14 **	0.00
ROOFER.....	\$ 13.75 **	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 14.62 **	0.00

TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 11.97 **	1.23
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** 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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL 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. B-3307210

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

THAT WE, Brazos Paving, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto The Cincinnati Casualty Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Seven Hundred Forty-One Thousand Six Hundred Seventy Four and No /100 Dollars (\$ 741,674.00) 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-25-024, Holleman Drive West and Jones Butler Road Roundabout

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. B-3307210

FOR THE CONTRACTOR:

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

WITNESS: (if not a corporation)

By: [Signature]

Name: Thomas Alanders

Title: Controller

Date: 27 February 13th, 2025

(Name of Contractor)

By: Brazos Paving, Inc. [Signature]

Name: Billy Prewitt

Title: Sr. Vice President

Date: February 13th, 2025



FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: [Signature]

Name: Paige Prothro

Title: Account Manager

Date: February 13th, 2025

The Cincinnati Casualty Company

(Full Name of Surety)

6200 South Gilmore Road

Fairfield, OH 45014

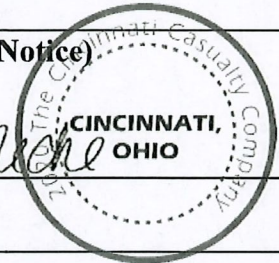
(Address of Surety for Notice)

By: [Signature]

Name: Randi Meche

Title: Attorney-In-Fact

Date: February 13th, 2025



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.

TEXAS STATUTORY PAYMENT BOND

Bond No. B-3307210

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

THE COUNTY OF BRAZOS

§

THAT WE, Brazos Paving, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto The Cincinnati Casualty Company, a corporation organized and existing under the laws of the State of Ohio, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Seven Hundred Forty - One Thousand Six Hundred Seventy Four and No /100 Dollars (\$ 741,674.00) 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 13th day of February, 2025, for ITB-25-024, Holleman Drive West and Jones Butler Road Roundabout, 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. B-3307210

FOR THE CONTRACTOR:

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

WITNESS: (if not a corporation)

By: [Signature]
Name: Thomas Alvarado
Title: Controller
Date: February 13th, 2025

(Name of Contractor)

By: Brazos Paving, Inc. [Signature]
Name: Billy Prewitt
Title: Sr. Vice President
Date: February 13th, 2025



FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: [Signature]
Name: Paige Prothro
Title: Account Manager
Date: February 13th, 2025

The Cincinnati Casualty Company

(Full Name of Surety)

6200 South Gilmore Road
Fairfield OH 45014
(Address of Surety for Notice)

By: [Signature]
Name: Randi Meche
Title: Attorney-In-Fact
Date: February 13th, 2025



FOR THE CITY:

REVIEWED:

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

City Attorney

City Manager

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

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Vladimir Chemadurov; Rob Eppers; Michelle McCall; Russell Gourgues; Lauren Wood; Randi Meche; Lisa Marroquin and/or James R. Jackson

of Houston, Texas

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 13th day of February, 2025.



Ed H.

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call our toll-free telephone number for information or to make a complaint at:

1-800-635-7521

You may also write to us at:

The Cincinnati Insurance Companies	or	The Cincinnati Insurance Companies
6200 South Gilmore Road		P.O. Box 145496
Fairfield, Ohio 45014 - 5141		Cincinnati, Ohio 45250-5496

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

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

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2024

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 Marsh & McLennan Agency LLC 2500 City West Boulevard Suite 2400 Houston TX 77042	CONTACT NAME: Kelly M. Bell PHONE (A/C, No, Ext): 713-780-6632 E-MAIL ADDRESS: Kelly.M.Bell@MarshMMA.com FAX (A/C, No):
INSURED Brazos Paving, Inc. BPI Materials, LLC PO Box 714 Bryan TX 77806	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co PittsburghPA INSURER B: New Hampshire Insurance Company INSURER C: Endurance American Specialty Ins Co INSURER D: INSURER E: INSURER F:
	NAIC # 19445 23841 41718

COVERAGES**CERTIFICATE NUMBER:** 1633456511**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			3960905	11/1/2024	3/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6401559	11/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ELD30072220200	11/1/2024	3/1/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC011967455	11/1/2024	3/1/2025	☒ 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

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

The General Liability and Automobile Liability policies include automatic Additional Insured endorsements that provides additional insured status only where such status is required by a written contract. Coverage for the Additional Insured under the General Liability and Automobile Liability policies is Primary and Non-contributory only where required by written contract. Additional Insured under the General Liability includes ongoing and completed operations, each, if required by written contract. The General Liability, Automobile Liability, Workers' Compensation policies include a Blanket Waiver of Subrogation endorsement in favor of certificate where such status is required by a written contract. The Excess Liability policy is follow form for the additional insured and waiver of subrogation only where required by written contract. 30 Day Notice of Cancellation included if required by written contract.
Re: ITB-25-024, Holleman West and Jones Butler Roundabout
Certificate Holder is Extender to include: The City of College Station, its agents, officials, employees and volunteers - applies per the Blanket Additional Insured endorsement which grants additional insured status only where such status is required by a written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station, Texas
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

 Brett Herrington

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

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

ENDORSEMENT

This endorsement, effective 12:01 A.M. 11/01/2024 forms a part of

policy No. GL 396-09-05 issued to BRAZOS PAVING, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into that requires use of 97838 04/08 or its equivalent.

Location and Description of Completed Operations:

Per the written contract or agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. SECTION II -WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

B. With respect to the insurance afforded to these additional insureds, SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, is amended to include the following additional exclusion;

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

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

All other terms and conditions remain unchanged.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. **11/01/2024** forms a part of

policy No. **GL 396-09-05** issued to **BRAZOS PAVING, INC.**

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:

Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into that requires use of 97837 04/08 or its equivalent.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

Per the written contract or agreement

ADDITIONAL PREMIUM:

(If No entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

SECTION II - WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): ANY PREMISES OR PART THEREOF LEASED TO YOU.
Name Of Person(s) Or Organization(s) (Additional Insured): ANY PERSON OR ORGANIZATION FROM WHOM YOU LEASE PREMISES OR WHO MANAGES PREMISES YOU OWN AND TO WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED UNDER THIS POLICY AS A RESULT OF ANY LEASE OR MANAGEMENT AGREEMENT YOU ENTER INTO WITH SUCH PARTIES.
Additional Premium: \$ INCLUDED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
VENDORS WHO SELL OR DISTRIBUTE YOUR PRODUCTS.	ALL PRODUCTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

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

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

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

- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
ANY PERSON OR ORGANIZATION CONTRACTUALLY REQUIRING STATUS AS AN ADDITIONAL INSURED STATUS AS THE MORTGAGEE, ASSIGNEE, OR RECEIVER.	ANY PREMISES OR PART THEREOF LEASED TO YOU
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

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

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF
LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

ANY PERSON OR ORGANIZATION CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS AS A LESSOR UNDER THE TERMS OF AN EQUIPMENT LEASING CONTRACT YOU ENTER INTO WITH SUCH PERSON OR ORGANIZATION.

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

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

However:

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

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

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

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

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

This endorsement, effective 12:01 A.M. 11-01-2024 forms a part of

Policy No. CA 6401559 issued to Brazos Paving, Inc.

by: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES
OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within **30** days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12:01 A.M. 11/01/2024 forms a part of Policy No. CA 6401559 issued to Brazos Paving, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

"Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. – Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

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

AUTHORIZED REPRESENTATIVE
87950 (09/14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12:01 A.M. 11/01/2024 forms a part of

Policy No. CA 6401559 issued to Brazos Paving, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

62897 (6/95)

POLICY NUMBER: CA 6401559
EFFECTIVE: 11-1-2024

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Brazos Paving, Inc.
Endorsement Effective Date: 11/01/2024

SCHEDULE

Insurance Company: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	
Policy Number: CA 6401559	Effective Date: 11-01-2024
Expiration Date: 03-01-2025	
Named Insured: Brazos Paving, Inc.	
Address: 7601 W State Hwy 21 Bryan, TX 77807	
Additional Insured (Lessor):	
Address:	
Designation Or Description Of "Leased Autos": ALL "AUTOS" UNDER A LEASING OR RENTAL AGREEMENT BETWEEN THE "INSURED" AND THE LESSOR LISTED ABOVE AS THE ADDITIONAL INSURED THAT REQUIRES DIRECT PRIMARY INSURANCE.	

Coverages	Limit Of Insurance
Covered Autos Liability	\$ 2,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 250 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 500 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the policy, we will mail notice to the lessor.
- Cancellation ends this agreement.

- The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following " attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy). This endorsement, effective 12:01 AM **11/01/2024**

forms a part of Policy No. **WC 011967455**

Issued to **Brazos Paving, Inc.**

By New Hampshire Insurance Company

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION
ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy' s expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the " Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy' s cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the " Advice") via e-mail to each such Certificate Holders within **30** days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 11/01/2024 forms a part of Policy No. WC011967455

Issued to **Brazos Paving, Inc.**

By **New Hampshire Insurance Company**

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

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.

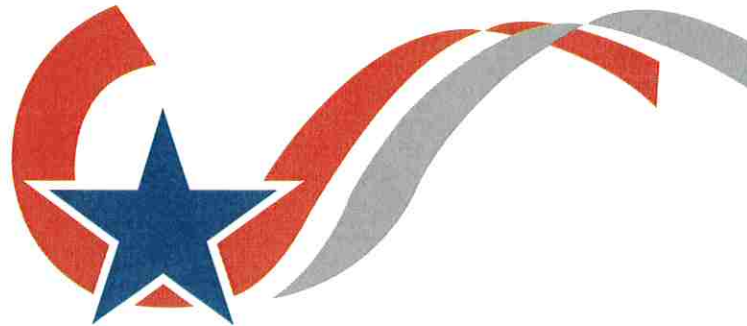
Complete plans and specifications of ITB-25-024 Holleman Drive West and Jones Butler Road Roundabout are fully incorporated into this contract by reference.

Contractors pricing proposal is attached...

BID DOCUMENTS

For

Holleman Drive West and Jones Butler Road Roundabout



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

BID NO. 25-024

DUE DATE: Tuesday, December 17th, 2024 @ 2:00 P.M. CT

City of College Station, Texas
Purchasing Division – City Hall
1101 Texas Avenue
College Station, Texas 77840
www.cstx.gov

CONTRACTOR'S PROPOSAL

BID PROPOSAL
Holleman Dr W at Jones Butler Road Roundabout Project
City of College Station Job #ST 2102

BASE BID

Holleman and Jones Butler Roundabout

12/17/2024

A. GENERAL CONSTRUCTION ITEMS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization complete for the sum of	1	LS	\$ 77,250.00	\$77,250.00
2	Traffic Control complete for the sum of	1	LS	\$ 50,000.00	\$50,000.00
3	Project Sign complete for the sum of	4	EA	\$ 2,000.00	\$8,000.00
4	Erosion and Sedimentation Control complete for the sum of	1	LS	\$ 5,000.00	\$5,000.00
5	Solid Sod Disturbed Areas complete for the sum of	440	SY	\$ 25.00	\$11,000.00
6	Topsoil (4") complete for the sum of	50	CY	\$ 150.00	\$7,500.00
TOTAL SECTION A - GENERAL CONSTRUCTION ITEMS				\$158,750.00	

B. DEMOLITION ITEMS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
7	Removal of Existing Sidewalk complete for the sum of	470	SY	\$ 36.00	\$16,920.00
8	Removal of Existing Asphalt complete for the sum of	580	SY	\$ 20.00	\$11,600.00
9	Removal of Curb and Gutter complete for the sum of	960	LF	\$ 15.00	\$14,400.00
10	Removal of Existing Striping complete for the sum of	1	LS	\$ 5,350.00	\$5,350.00
11	Removal of Existing Sign and Support complete for the sum of	9	EA	\$ 150.00	\$1,350.00
12	Removal of Inlet Top complete for the sum of	2	EA	\$ 2,400.00	\$4,800.00
13	Remove Fire Hydrant Assembly complete for the sum of	1	EA	\$ 3,500.00	\$3,500.00
14	Excavation complete for the sum of	190	CY	\$ 65.00	\$12,350.00

BID PROPOSAL
Holleman Dr W at Jones Butler Road Roundabout Project
City of College Station Job #ST 2102

15	Embankment complete for the sum of	60	CY	\$	75.00	\$4,500.00
TOTAL SECTION B - DEMOLITION ITEMS					\$74,770.00	

C. ROADWAY CONSTRUCTION ITEMS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
16	8" Flexbase complete for the sum of	400	SY	\$ 40.00	\$16,000.00
17	8" Concrete Pavement with Integral Curb complete for the sum of	340	SY	\$ 108.00	\$36,720.00
18	2" Hot Mix Asphalt Pavement, Type B complete for the sum of	20	SY	\$ 125.00	\$2,500.00
19	2" Hot Mix Asphalt Pavement, Type D complete for the sum of	1280	SY	\$ 30.00	\$38,400.00
20	2" Asphalt Mill complete for the sum of	1280	SY	\$ 10.00	\$12,800.00
21	1" Concrete Grinding complete for the sum of	90	SY	\$ 65.00	\$5,850.00
22	6" Concrete Curb and Gutter complete for the sum of	940	LF	\$ 30.00	\$28,200.00
23	4" Doweled In Colored Mountable Concrete (Central Island) complete for the sum of	260	SY	\$ 215.00	\$55,900.00
24	6" Doweled In Colored/Textured Concrete (Splitter Island) complete for the sum of	130	SY	\$ 225.00	\$29,250.00
25	3" Doweled In Colored Mountable Concrete (Splitter Island) complete for the sum of	10	SY	\$ 450.00	\$4,500.00
26	6" Doweled In Concrete Curb complete for the sum of	460	LF	\$ 18.00	\$8,280.00
27	3" Doweled In Mountable Truck Apron Curb complete for the sum of	170	LF	\$ 30.00	\$5,100.00
28	Monolithic Median Nose complete for the sum of	12	EA	\$ 850.00	\$10,200.00
29	4" Concrete Sidewalk complete for the sum of	630	SY	\$ 90.00	\$56,700.00
30	4" Concrete Sidewalk (Bid Alt - along north side of Holleman to Sienna Ct) complete for the sum of	240	SY	\$ 90.00	\$21,600.00

BID PROPOSAL
Holleman Dr W at Jones Butler Road Roundabout Project
City of College Station Job #ST 2102

31	4" Concrete Sidewalk (Special) (Retaining Wall) complete for the sum of	50	SY	\$ 325.00	\$16,250.00
32	Pedestrian Ramp (BCS Detail SW2-00) complete for the sum of	8	EA	\$ 1,850.00	\$14,800.00
33	TxDOT Sign and Support complete for the sum of	22	EA	\$ 1,078.00	\$23,716.00
34	Sign Panel Installed on Existing Pole complete for the sum of	27	EA	\$ 78.00	\$2,106.00
35	6" Thermoplastic Striping Solid White/Yellow Line w/sealant complete for the sum of	830	LF	\$ 2.00	\$1,660.00
36	8" Thermoplastic Striping Solid White Line w/sealant complete for the sum of	160	LF	\$ 2.75	\$440.00
37	8" Thermoplastic Striping Skip White Line w/sealant complete for the sum of	60	LF	\$ 2.75	\$165.00
38	8" Thermoplastic Striping Solid Yellow Line w/sealant complete for the sum of	150	LF	\$ 2.75	\$412.50
39	18" Thermoplastic Striping Skip White Line w/sealant complete for the sum of	90	LF	\$ 8.05	\$724.50
40	24" Thermoplastic Striping Solid White Line w/sealant complete for the sum of	320	LF	\$ 15.00	\$4,800.00
41	Thermoplastic Striping White/Yellow Word/Arrow w/sealant complete for the sum of	15	EA	\$ 370.00	\$5,550.00
42	Reflective Pavement Marker Ty II C-R complete for the sum of	10	EA	\$ 15.00	\$150.00
43	Bike Lane Symbol with Arrow complete for the sum of	2	EA	\$ 490.00	\$980.00
44	Streetlight Pole Foundation (DSL-CF-A) complete for the sum of	1	EA	\$ 5,000.00	\$5,000.00
45	2" SCH 40 PVC Conduit (Bore) complete for the sum of	150	LF	\$ 70.00	\$10,500.00
TOTAL SECTION C - ROADWAY CONSTRUCTION ITEMS				\$419,254.00	

BID PROPOSAL
Holleman Dr W at Jones Butler Road Roundabout Project
City of College Station Job #ST 2102

D. STORM DRAIN CONSTRUCTION ITEMS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
46	Storm Manhole Adjustment complete for the sum of	1	EA	\$ 2,450.00	\$2,450.00
47	18" RCP, C76 Class III, w/ ASTM C443 Rubber Gasket & Full Depth Cement Stabilized Sand Backfill complete for the sum of	40	LF	\$ 210.00	\$8,400.00
48	24" RCP, C76 Class III, w/ ASTM C443 Rubber Gasket & Full Depth Cement Stabilized Sand Backfill complete for the sum of	20	LF	\$ 285.00	\$5,700.00
49	5' Standard Curb Inlet w/ Full Depth Cement Stabilized Sand Backfill complete for the sum of	1	EA	\$ 8,500.00	\$8,500.00
50	10' Recessed Curb Inlet w/ Full Depth Cement Stabilized Sand Backfill complete for the sum of	2	EA	\$ 9,500.00	\$19,000.00
51	Custom Junction Box Form complete for the sum of	3	EA	\$ 7,500.00	\$22,500.00
52	Trench Safety complete for the sum of	40	LF	\$ 10.00	\$400.00
TOTAL SECTION D - STORM DRAIN CONSTRUCTION ITEMS				\$66,950.00	

E. WATER AND SEWER ITEMS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
53	Water Valve Adjustment complete for the sum of	2	EA	\$ 850.00	\$1,700.00
54	6" DIP Water Line by Open Cut w/ Full Depth Cement Stabilized Sand Backfill complete for the sum of	15	LF	\$ 450.00	\$6,750.00
55	Fire Hydrant Assembly w/ Valve Box complete for the sum of	1	EA	\$ 8,500.00	\$8,500.00
56	Sewer Manhole Adjustment complete for the sum of	2	EA	\$ 2,500.00	\$5,000.00

BID PROPOSAL
Holleman Dr W at Jones Butler Road Roundabout Project
City of College Station Job #ST 2102

TOTAL SECTION E - WATER AND SEWER ITEMS	\$21,950.00
GRAND TOTAL ALL SECTIONS (A, B,C, D & E)	\$741,674.00

**CONTRACTOR'S PROPOSAL
AND
ALTERNATES (if applicable)**

**BID SUMMARY
BID NO. 25-024**

Base Bid Total \$ 741,674.⁰⁰

TOTAL number of calendar days to substantial completion 250

Number of Addenda is hereby acknowledged 1

CONTRACTOR DATA SHEET

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

Name of Company: Brazos Paving, Inc.

Company Years in Business: 42 years

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

Project	Municipality	\$ Amount	Type	Date
See Attached				

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
Joseph Smith	30 years	See Attached Resumé

Project Manager	Years Experience	Projects
Devin Fisher	5 years	See Attached Resumé

Completed Projects		Final Cost	Completion Date	Owner Contact	Telephone	A/E Contact	Telephone
COB Street Maintenance	Bryan	\$2,387,338.00	8/1/2023	COB	979-209-5090	N/A	
PA 47/51 Ph 2	TAMU	\$988,279.00	8/15/2023	TAMU	979-595-7586	Kimley-Horn	979-775-9595
COCs Annual Asphalt Overlay Contract	College Station	\$4,613,245.20	11/1/2022	Robyn Forsyth-COCs	979-764-3437	N/A	
Rudder Residence Hall Intersection	TAMU	\$305,676.00	8/26/2022	SSC	979-446-2403	Kimley-Horn	979-775-9595
Relis Infrastructure 3A	RELLIS Campus	\$1,500,669.00	8/15/2022	Texas A&M University	979-595-7586	Bartlett Cocke	713-996-9510

EMPLOYEE NAME: Joseph E. Smith
Position In Company: General Superintendent



Total Construction Experience Years: 30

EDUCATION

YEAR

Pasadena High School, Pasadena, Texas
 General Studies

1987

PROFESSIONAL AFFILIATIONS/ CERTIFICATION

Date Certified

NUCA Competent Person Training
NUCA Excavation Safety Training Program
OSHA 10 Hour Course
CPR/First Aid
TEEX Traffic Control Class

2/2/2015
 2/3/2015
 7/15/2016
 2/10/2016
 1989

WORK EXPERIENCE

Date:

Company Name: ***Brazos Paving Inc., Bryan, Texas***

2010- Present

Title: General Superintendent

South Construction

2000-2010

Title: Supervisor

T-N-T Concrete Contractors

1997-1999

Title: Foremen

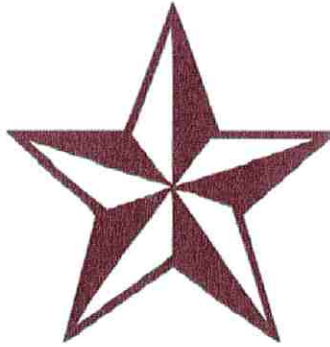
MAJOR PROJECTS

Blacky Ranch
(Project Name)
General Superintendent
(Duties Performed)
Scott & White Hospital
(Project Name)
General Superintendent
(Duties Performed)
Gateway Strip Mall
(Project Name)
Layout on Tilt Walls
(Duties Performed)
WalMart
(Project Name)
Supervisor
(Duties Performed)
Shell Refinery
(Project Name)
Supervisor
(Duties Performed)
Junction
(Project Name)
General Superintendent
(Duties Performed)

Navasota
(Location)
 2011
(Date)
\$1,144,497.84
(Estimated Contract Amount)
College Station
(Location)
 2014
(Date)
\$4,903,196.00
(Estimated Contract Amount)
College Station
(Location)
 2008
(Date)
\$650,000.00
(Estimated Contract Amount)
Austin and College Station
(Location)
 2006
(Date)
\$6,500,000.00
(Estimated Contract Amount)
Pasadena
(Location)
 1998
(Date)
\$12,600,000.00
(Estimated Contract Amount)
Holleman and Doweling
(Location)
 2015-2016
(Date)
\$6,330,000.00
(Estimated Contract Amount)

DEVIN FISHER

PROJECT MANAGER



YEARS OF EXPERIENCE: 5

Manage projects to perform in a profitable manner. Coordinate scheduling, ordering of materials, and contractor-owner relations.

EDUCATION

Texas A&M University

B.S. in Animal Science, 2018

Thorndale High School

High School Graduate Diploma,
2014

MAJOR PROJECTS

Rock Prairie Rd Widening

Project Manager
College Station, TX
Owner: City of College Station
Final Cost: \$7.8 million
Description: Demo of current roadway, 24,000SY of Concrete pavement, striping and signage, storm drain construction, lighting, and traffic signals.

Blinn Admin Building

Project Manager
Bryan, TX
Owner: Blinn College
Final Cost: \$2.9 million
Description: Earthwork, including 10367CY of select fill, 30000SF of 5" concrete paving, 65000SF of 6" concrete paving, 60000SF of 7" concrete paving, storm sewer, sanitary sewer, and water.

EXPERIENCE

PROJECT MANAGER

Brazos Paving, Inc. | 2023

Started in September 2023 as a project manager. Manages multiple projects and ensures that the jobs run smoothly.

ASSISTANT PROJECT MANAGER

Patin Construction | 2019-2023

Coordinated testing, material delivery, and crew scheduling. Managed all reclamation work at Kosse Mine and Big Brown Mine.

CONTACT

Phone Number

979-822-7605

E-mail Address

d.fischer@bpitx.com

References: Name 5 projects of similar work, giving owner's name, representative's name,
project engineers name, and telephone numbers for each

1. See Attached

2.

3.

4.

5.

Completed Projects		Final Cost	Completion Date	Owner Contact	Telephone	A/E Contact	Telephone
TXDOT Raised Medians	College Station	\$5,236,845.00	11/12/2023	TXDOT	979-778-2165	TXDOT	979-778-2165
St. Mary's Church Parking Lot	College Station	\$1,202,000.00	8/28/2023	Stewart Develop	713-983-8819	Gessner	979-680-8840
COB Street Maintenance	Bryan	\$2,387,338.00	8/1/2023	COB	979-209-5090	N/A	
Huntsville Airport	Huntsville	\$489,500.00	3/1/2023	TXDOT	979-778-2165	Lone Wolf Construction	817-285-0533
Easterwood Airport	College Station	\$6,966,074.00	10/1/2023	TAMU	979-595-7586	RS&H Inc	713-914-4455
USDA Somerville	Somerville	\$115,442.00	6/15/2023	USDA	979-272-1402	Shellback Construction	979-270-0234
CC Creations	Bryan	\$1,846,789.00	9/6/2023	Vaughn	979-268-0851	Gessner	979-680-8840
St. Thomas Parking Lot	College Station	\$243,946.30	7/24/2023	St. Thomas Epsicopal	979-587-4610	MYX Engineering	346-310-0756
BISD Intermediate #3	Bryan	\$2,297,401.00	8/1/2023	Drymalla	979-732-5731	PBK	713-965-0608
TXDOT FM 845	Cameron	\$3,982,426.27	8/1/2023	TXDOT	979-778-2165	TXDOT	979-778-2165
PA 47/51 Ph 2	TAMU	\$988,279.00	8/15/2023	TAMU	979-595-7586	Kimley-Horn	979-775-9595
Rudder High Additions	Bryan	\$859,087.00	3/15/2023	Core Const.	979-218-3659	Charlie Wilson	469-625-8374
COCs Annual Asphal Overlay Contract	College Station	\$4,613,245.20	11/1/2022	Robyn Forsyth-COCs	979-764-3437	N/A	
White Creek Erosion Improv	College Station	\$265,875.00	1/9/2023	TAMU	979-595-7586	Kimley-Horn	979-775-9595
PA 47/51 Ph 1	College Station	\$1,510,134.00	1/25/2023	TAMU	979-595-7586	Kimley-Horn	979-775-9595
TAMU QZ Ph 2	College Station	\$2,051,820.00	12/1/2022	TAMU	979-595-7586	Kimley-Horn	979-775-9595
Briarcrest Golf Course	Bryan	\$580,075.10	8/1/2022	City Of Bryan	979-209-5090	GLS	979-776-9700
COB 2021 Street Maintenance	Bryan	\$2,278,673.10	7/15/2022	City Of Bryan	979-209-5090	N/A	
Rudder Residence Hall Intersection	TAMU	\$305,676.00	8/26/2022	SSC	979-446-2403	Kimley-Horn	979-775-9595
Relis Infrastructure 3A	RELLIS Campus	\$1,500,669.00	8/15/2022	Texas A&M University	979-595-7586	Bartlett Cocke	713-996-9510
COB Sports & Events Center	Bryan	\$1,905,600.00	12/1/2022	SpawGlass	979-401-3270	Mitchell & Morgan	979-260-6936
Blinn College @ Relis Campus Phase 2	RELLIS Campus	\$1,091,000.00	8/1/2022	Bartlett Cocke	910-884-8994	Kimely-Horn Engineering	979-775-9595
TAMU Quite Zone Phase 1 & 2	College Station	\$3,865,000.00	10/25/2022	SSC	979-446-2403	Chris Harris, Kimley-Horn	979-775-9595
City Of College Station City Hall	College Station	\$1,113,000.00	9/1/2022	Core Const.	512-375-0070	Chris Harris, Kimley-Horn	979-775-9595
iBio Parking Lot Addition	Bryan	\$815,081.00	6/10/2022	SpawGlass	979-324-8220	Mitchell & Morgan	979-260-6936
TXDOT FM 2818 Overlay	College Station	\$1,660,054.10	7/28/2022	TXDOT	979-778-2165	TXDOT	979-778-2165
Carter Creek WWTP Expansion	College Station	\$427,512.00	10/1/2022	CSA Construction	713-686-8868	Jones Carter	979-731-8000
TCK Properties Bldgs 7-13	College Station	\$725,962.25	7/20/2022	TCK Properties	979-412-0252	Schultz Engineering	979-764-3900
Coulter Drive Rehab	Bryan	\$4,656,235.00	8/17/2021	Matthew Dawson	979-209-5030	Brian Dobiyanski	979-307-6148
Midtown Ph 106	Bryan	\$1,004,385.25	4/15/2022	Wallace Phillips	979-255-4466	Schultz Engineering	979-764-3900
COCs Annual Utility Asphalt Repair	College Station	\$95,500.00	4/1/2022	Robyn Forsyth	979-764-3437	N/A	
COCs Annual Tom-C Mix	College Station	\$432,000.00	6/27/2021	Robyn Forsyth	979-764-3437	N/A	N/A
Eagle's Wings Retreat Center	Burnet	\$210,423.47	4/18/2022	Eagle's Wings Retreat	512-588-8182	N/A	
Stone Haven Ph 2	Bryan	\$131,212.50	4/25/2022	Schieffer	979-268-8403	J4 Engineering	979-739-0567
ITDC & Relis Infrastructure ASI 054	RELLIS Campus	\$3,531,824.00	1/28/2022	Vaughn	979-268-0850	Gessner	979-680-8840
Pebble Creek Ph 11A&B	College Station	\$2,559,457.61	8/24/2021	Davis Young	979-690-0992	M&B Engineering	979-693-3838
Old Chappell Hill RD	Brenham	\$734,791.45	3/25/2022	City of Brenham	979-337-7407	Strand & Assoc	979-836-7937
Shell Tech Road G&J Recon	Houston	\$1,244,423.00	1/20/2022	Skanska	832-314-3549	AECOM	281-646-2400
Edgewater PH 5	Bryan	\$189,200.00	1/17/2022	WB Construction	254-953-5353	WBW Development	254-953-5353
Catalina Hill Subdivision	Bryan	\$220,119.58	7/2/2021	Keith Sewell	979-204-2087	Schultz Engineering	979-764-3900
FM60 TXDOT Turn Lane	Snook	\$134,051.31	9/23/2021	TXDOT		Allstate Const.	281-255-4005
Hearne Airport	Hearne	\$124,521.96	4/15/2021	Lone Wolf Const.	817-285-0561	Strand & Assoc	979-836-7937
Boyett St. Bollard Project	College Station	\$143,576.80	10/29/2021	James Smith	979-764-3877	Kimley-Horn	979-775-9595
Pleasant Hill Sec 2	Bryan	\$287,575.00	12/9/2021	WB Construction	254-953-5353	WBW Development	254-953-5353
City of Caldwell Street Improvements	Caldwell	\$440,192.25	1/4/2022	City Of Caldwell	979-599-4639	N/A	

CERTIFICATION

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:  Title: Senior Vice President

Typed Name: Billy Prewitt Company Name: Brazos Paving

Phone No.: 979-822-7605 Fax No.: 979-823-2659

Email: b.prewitt@bpitx.com

Bid Address: P.O. Box 714 Bryan Texas 77806
P.O. Box or Street City State Zip

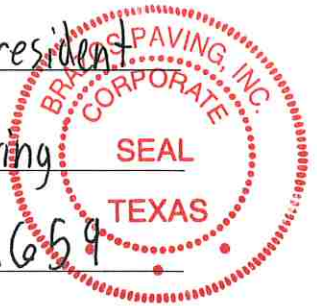
Order Address: Same
P.O. Box or Street City State Zip

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

Federal Tax ID No.: 74-2242675

DUNS No.: 068082619

Date: 12/17/2024



END OF BID #25-024



CITY OF COLLEGE STATION

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1101 Texas Ave * College Station, TX 77840 * (979) 764-3555

www.cstx.gov

ADDENDUM # 1

BID # 25-024

Date: December 10th, 2024

To: All Interested Parties

From: Alan Degelman, Buyer II

Re: **Bid # 25-024 Holleman West and Jones Butler Roundabout**

The following additions, deletions or clarifications to Bid # 25-024 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.

Additions, Deletions or Clarifications

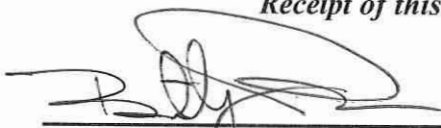
Questions and Answers

Bid Proposal Form Revised and Uploaded to Ionwave

Pre-bid sign in sheet

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 #1 is hereby acknowledged



Authorized Signature

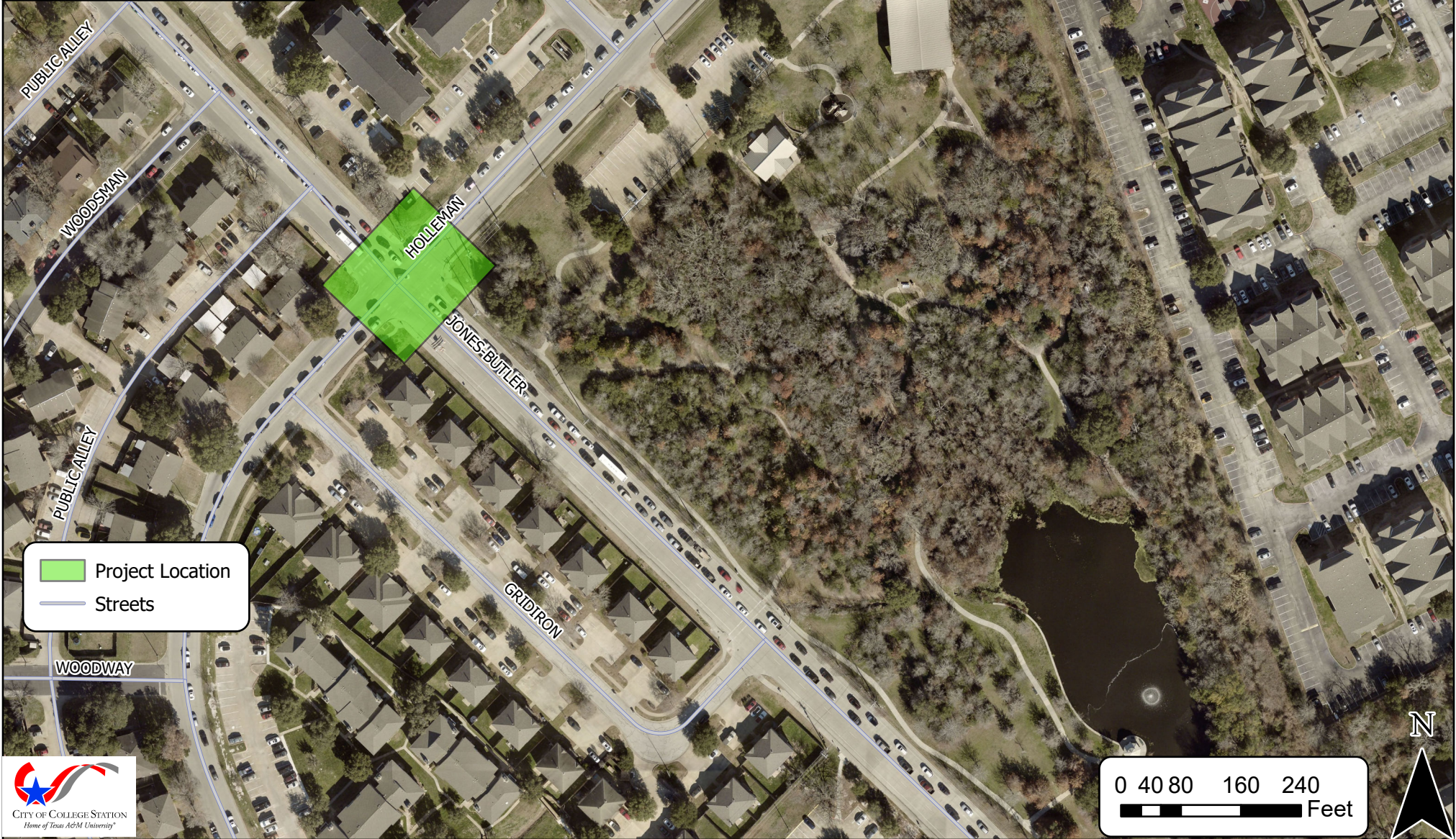
12/17/2024
Date

Brazos Paving, Inc.
Company Name

EXHIBIT E
CONSTRUCTION SCHEDULE



Holleman & Jones Butler Roundabout



PRELIMINARY TABULATION

ITB NO. 25-024 Holleman West and Jones Butler Roundabout

12/17/2024

FIRM	BASE PROPOSAL	NUMBER OF CALENDAR DAYS	Total Sum	BOND	Addenda	Certification
Brazos Paving, Inc.	\$ 741,674.00	250	\$ 741,674.00	Y	Y	Y
Larry Young Paving	\$ 748,000.00	250	\$ 748,000.00	Y	Y	Y
Texas Materials	\$ 940,216.00	250	\$ 940,216.00	Y	Y	Y
Knife River	\$ 1,215,332.00	250	\$ 1,215,332.00	Y	Y	Y
Palomares Construction	\$ 1,300,545.00	250	\$ 1,300,545.00	Y	Y	Y

February 13, 2025
Item No. 7.4.
Atmos Franchise Renewal

Sponsor: Ross Brady, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the first reading of an ordinance renewing a non-exclusive natural gas franchise to Atmos Energy Corporation Mid-Tex Division.

Relationship to Strategic Goals:

Recommendation(s):

Summary: This is the first reading of the ten-year renewal of a franchise agreement granting Atmos Energy Corporation, Mid-Tex Division a franchise to construct, maintain, and operate pipelines and equipment in College Station for the transportation, delivery, sale, and distribution of natural gas. This franchise was first granted to Atmos in 2004, when Atmos acquired the distribution and transmission assets of TXU Gas Company.

Budget & Financial Summary: The City will receive a franchise fee of five percent (5%) of gross revenue.

Attachments:

1. College Station 2025 Atmos Energy Mid-Tex Franchise Ord Final v12-10-2024

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, MID-TEX DIVISION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; RESERVING MUNICIPAL AUTHORITY; PROVIDING FOR INDEMNITY TO THE MUNICIPALITY AND INSURANCE BY ATMOS ENERGY CORPORATION; REQUIRING BOOK AND RECORD KEEPING; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; PROVIDING AN EFFECTIVE DATE AND TERM; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

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

SECTION 1. GRANT OF AUTHORITY:

- A. The City of College Station, Texas, hereinafter called “City,” hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy" or the “Company”, its successors and assigns, consent to use and occupy the present and future Public Rights-of-Way for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon the System to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this franchise. Atmos Energy acknowledges that by this Franchise it obtains no rights to, or further use of, the Public Right-of-Way other than those expressly granted herein. Atmos Energy acknowledges and accepts at its own risk that the City may use future Public Rights-of-Way in which Atmos Energy’s System is located in a manner inconsistent with Atmos Energy’s use of such Public Rights-of-Way.
- B. The provisions set forth in this Ordinance represent the terms and conditions under which Atmos Energy shall construct, operate, and maintain the System. In granting this franchise, the City does not in any manner surrender or waive its sovereign immunity, its governmental immunity, its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under and by virtue of present or future ordinances of the City. Atmos Energy, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time

vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time.

SECTION 2. DEFINITIONS: For the purpose of this Franchise, the following words and phrases shall have the meaning given in this section. When not inconsistent with the context, words used in the present tense include future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this section shall be given their common and ordinary meaning.

"Affiliate" means any entity controlling, controlled by or under common control with the entity in question. As used in this definition, the term "control" means, with respect to an entity that is a corporation, the ownership, directly or indirectly, of more than 50% of the voting securities of such entity or, with respect to an entity that is not a corporation, the power to direct the management or policies of such entity, whether by operation of law, by contract or otherwise.

"Atmos Energy" or "Company" means Atmos Energy Corporation's Mid-Tex Division, its successors and assigns, but does not include its affiliates, subsidiaries or any other entity in which it has an ownership interest, with its principal office at 5430 LBJ Freeway, Dallas, Texas 75240.

"City" means the municipal corporation designated as the City of College Station and includes the territory as currently is or may in the future be included within the boundaries of the City, with its principal office at 1101 Texas Ave. S., College Station, Texas 77840.

"City Council" means the governing body of the City of College Station, Texas.

"City Manager" means the City Manager of the City, or his or her duly authorized representative.

"Contributions in Aid of Construction" or "CIAC" means monies received by Atmos Energy for construction, removal, or relocation of facilities in the City's Public Rights-of-Way and does not include donated property or reimbursements received for damages to the System.

"Customer" means all persons, businesses, industry, governmental agencies, and any other entity whatsoever, located, in whole or part, within the City that are or may be served by Atmos Energy hereunder.

"Emergency" means sudden and unforeseeable damage to or malfunction of a portion of the System that creates a threat to life, health, or property.

"Franchise" or "Agreement" or "Ordinance" or "Franchise ordinance" means the rights and obligations of the City and Atmos Energy set forth in this Franchise ordinance, as the same may be amended from time to time, and includes those rights and duties provided under the laws of Texas and of the United States.

"Gas" means such gaseous fuels as natural, artificial, synthetic, liquefied natural gas, liquefied petroleum, manufactured, or any mixture thereof.

"Gross Revenues" means:

(A) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to governmental customers, industrial customers, and another gas utility in the City for resale of gas to its customers within City) within the City including base rate revenues and revenues from the Company's purchased gas adjustment tariff;

(B) "Gross Revenues" shall also include CIAC and the following "miscellaneous charges": charges to connect, disconnect, or reconnect gas within the City, charges to handle returned checks from consumers within the City, and State gross receipts fees.

(C) "Gross Revenues" shall not include:

- (1) revenues billed but not ultimately collected or received by Atmos Energy;
- (2) the revenue of any affiliate or subsidiary of Atmos Energy;
- (3) sales taxes and franchise fees paid to the City;
- (4) interest or investment income earned by Atmos Energy; and
- (5) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the Public Rights-of-way.

"Public Rights-of-Way" means the public streets, medians, boulevards, roads, lanes, alleys, highways, public utility easements, viaducts, and bridges across water ways and other public places that are deeded or dedicated to the City and are available for Atmos Energy's non-exclusive use.

"Railroad Commission" means the Railroad Commission of the State of Texas or other authority succeeding to the regulatory powers of the Railroad Commission.

"System" and/ or "System Facilities" means all of Atmos Energy's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections or other appurtenant equipment used in or incident to providing delivery, transportation, distribution, supply, and sales of natural gas for heating, lighting, power, and any other purpose for which natural gas may now or hereafter be used, located within the corporate limits of the City.

SECTION 3. COMPLIANCE WITH LAW: Atmos Energy, during the term of this Franchise, shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future. This Franchise shall in no way affect or impair the rights, obligations, or remedies of the parties under the Gas Utility Regulatory Act, or other state or federal law. Nothing herein shall be deemed a waiver, release, or relinquishment of either party's right to contest, appeal, or file suit with respect

to any action or decision of the other party, including ordinances adopted by the City, that it believes is contrary to any federal, state, or local law or regulation. In constructing, maintaining, and operating the System, Atmos Energy shall act in a good and workmanlike manner, observing industry standards of engineering and workmanship and using materials of good and durable quality. Atmos Energy shall comply in all respects with applicable codes and industry standards.

SECTION 4. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF
ATMOS ENERGY FACILITIES:

- A. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that it may disturb. Before any work is commenced, the Company must obtain any permits required by the City for construction within the Public Rights-of-Way in accordance with the ordinances or process in place at the time the work is performed. It shall not be necessary for the Company to obtain permits for the laying of service lines from the mainline pipes of the Company to customers if no work will take place in the Public Rights-of-Way. It shall not be necessary for the Company to obtain a permit in advance of resolving an Emergency. In the event of an Emergency, the Company shall notify the City Manager no later than ten (10) days after the last day of the Emergency, along with information that describes the circumstances of the Emergency. If Atmos Energy damages any City facilities, Atmos Energy shall notify the City immediately and shall reimburse the City for the City's cost of repairing the damage. If City damages any Atmos Energy facilities, the City shall notify Atmos Energy immediately and shall reimburse Atmos Energy for its cost of repairing the damage.
- B. In determining the location of the facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then existing System facilities and shall instruct other users of Public Rights-of-Way to minimize interference with existing System facilities. The placement of all System facilities shall be subject to the City's approval. In the event of a conflict between the location of the Company's proposed facilities and the location of the existing City facilities or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be resolved, the City or an authorized agent of the City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way.

- C. Atmos Energy or contractors working on behalf of Atmos Energy shall not be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way. A copy of the City's annual capital improvement plan ("CIP") will be made available on the City's website or upon request. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practicably possible with respect to the scope of the project. In no event shall Atmos Energy be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to Atmos Energy by the City.
- D. The City reserves the right for any reason whatsoever to change the grade of, alignment of, construct, install, repair, alter, maintain, relocate, modify, close, reduce, or widen (together, "change") any Public-Right-of-Way within the present or future limits of the City. If City, in constructing its sewers, drainage, water lines, electric lines, streets, traffic signals, sidewalks, or any other types or categories of utilities or facilities, should request that Atmos Energy remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way, Atmos Energy shall do so at its own expense for facilities that are in conflict, unless such work is for the primary purpose of beautification. However, if such work is being performed because of or to accommodate a private development project, the private developer shall be required to reimburse Atmos Energy for the cost of removal or relocation of its System facilities. System facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by Atmos Energy to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.
- E. When Atmos Energy is required by the City to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit

documentation of the costs and expenses of such relocation to City. Upon receipt of an amount of reimbursement intended for utility relocations including gas utilities, City shall remit to Atmos Energy, within thirty (30) days of receipt, any portion of such reimbursement specifically designated as a reimbursement of Atmos Energy's costs incurred in the relocation or removal of Atmos Energy's facilities but only after City has been fully reimbursed for its own costs of relocation or removal of utilities and related facilities.

- F. If Atmos Energy is required by City to remove or relocate its mains, laterals, or other facilities lying within Public Rights-of-Way for any reason other than: (a) the changing of the grade, alignment of, construction, installation, repair, alteration, maintenance, relocation, modification, closing, reducing, or widening (together, "change" or "changing") of any Public-Right-of-Way within the present or future limits of the City; or (b) the construction or reconstruction of sewers, drainage, water lines, electric lines, streets, traffic signals, sidewalks, or any other types or categories of utilities or facilities by City, Atmos Energy shall be entitled to reimbursement from City or others of the reasonable cost and expense of such removal or relocation.
- G. When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, Atmos Energy shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery of such relocation costs. Notwithstanding any provision of this Ordinance and Franchise, the City shall have the right to participate and challenge any other capital costs or expenses of Atmos Energy and request full documentation to the full extent provided by state law.
- H. If City abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Atmos Energy to remove or relocate

its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

- I. Atmos Energy hereby agrees that it will not arbitrarily refuse to provide service to any customer that it is economically feasible for Atmos Energy to serve if the customer to be benefitted will pay a reasonable portion of the cost thereof or if it can be shown that the revenue resulting from such extension will, within a reasonable time after same is made, pay a reasonable return on Atmos Energy's investment.
- J. Atmos Energy shall furnish reasonably adequate service to customers using reasonable rates and charges therefor, and Atmos Energy shall maintain its System in good order and condition.

SECTION 5. INDEMNITY & INSURANCE:

- A. **IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, ATMOS ENERGY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, BOARDS AND COMMISSIONS (THE "INDEMNITEES") FROM AND AGAINST ALL SUITS, ACTIONS OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY ATMOS ENERGY'S INTENTIONAL AND/OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH ATMOS ENERGY'S OPERATIONS, EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM THE SOLE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH THE CITY AND ATMOS ENERGY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE**

STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY NECESSARY CONSENT TO SUIT OR GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH THE CITY AND ATMOS ENERGY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN THE CITY AND ATMOS ENERGY BASED UPON THE COMPARATIVE FAULT OF BOTH.

B. Atmos Energy shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

- (1) Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate.

This coverage shall include the following:

- (a) Premises / Operations,
- (b) Independent contracts/contractors,
- (c) Products/completed operations (to be maintained for a warranty period of at least three years),
- (d) Personal and advertising injury,
- (e) Contractual liability (insuring the indemnity provided herein), and
- (f) Explosion, collapse, or underground (XCU) hazards.

- (2) Business automobile liability coverage with a minimum policy limit of two million dollars (\$2,000,000) combined single limit each accident. This coverage shall include all owned autos, leased or rented autos, hired autos, any autos, and non-owned automobiles.

- (3) Workers' compensation and employer's liability coverage. Statutory workers' compensation benefits in accordance with the statutes and regulations of the State of Texas. Atmos must provide the City with a waiver of subrogation for workers' compensation claims.

- (4) Additional Insured and Waiver of Subrogation in Favor of City. Those policies set forth in Section 5(A) and Section 5(B) shall contain an endorsement listing the City as Additional Insured and further providing that Atmos Energy'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 Atmos Energy in compliance with the terms of this Agreement. Atmos Energy shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All Certificates of Insurance and endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City before this Franchise becomes effective.
- (5) Annually, Atmos Energy, or its insurance carrier/broker, will provide proof of insurance in accordance with this Franchise within thirty (30) days after each certificate of insurance renews and in the event of any material reduction in coverage.

SECTION 6. NON-EXCLUSIVE FRANCHISE: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

SECTION 7. RIGHT OF CONDEMNATION RESERVED: Nothing in this Franchise shall limit any right the City may have to acquire by eminent domain any property of Atmos Energy.

SECTION 8. TERM OF FRANCHISE: If Atmos Energy accepts this Franchise ordinance pursuant to Section 20, and sixty (60) days pass following its second and final passage by the City Council pursuant to Section 105 of the College Station City Charter, and no proper petition is filed challenging the granting of this Franchise, the parties agree that the retroactive effective date for Atmos Energy to pay franchise fees to the City shall be January 1, 2025. Franchise payments remitted to City prior to the final passage date of this ordinance shall be calculated pursuant to the previous franchise agreement. This Franchise shall terminate on December 31, 2034, unless terminated earlier by either party in accordance with the provisions herein.

SECTION 9. PAYMENTS TO CITY:

- A. Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 15th of May, August, and November, 2025, and February 2026, and on or before the same days of each succeeding year during the term of this franchise, the last payment of the initial term being made on the 15th day of February, 2035, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined in Section 2 above, received by Atmos Energy during the preceding calendar quarter.
- B. The initial payment for the rights and privileges herein provided shall be for the privilege period January 1 through March 31, 2025, and each succeeding payment shall be for the privilege period of the calendar quarter preceding the quarter in which the payment is made.
- C. It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.
- D. The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee amount will be paid on or before April 30, 2026, and will be based on the calendar year January 1 through December 31, 2025. The final CIAC franchise fee amount under the initial term will be paid on or before April 30, 2035, and will be based on the calendar year January 1 through December 31, 2034.

- E. Atmos Energy agrees that at the time of each payment, Atmos Energy shall also submit to the City a statement showing its Gross Revenues for the preceding calendar quarter.
- F. Payments received after the due date shall be subject to interest charged at the greater of the rate of the prime rate for the due date or the rate for customer deposits under Texas Utilities Code Section 183.003 in effect for the time period involved, from such due date until payment is received by the City.
- G. Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement. City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

SECTION 10. ACCOUNTING MATTERS:

- A. Maintenance of Records. Atmos Energy shall keep and maintain complete and accurate books, records, accounts, documents and papers (regardless as to whether in paper or electronic format) pertaining to Atmos Energy's System, its business operations under and in connection with this Franchise, and all underlying books, records, and working documents on which the Gross Revenue calculations were based and the determination of any other amounts due to the City under this Franchise, in accordance with Atmos Energy's record retention policy or for a period of four (4) years, whichever is greater. Said records shall be available or accessible to the City at Atmos Energy's principal office in Dallas, Texas.
- B. The City may conduct an audit or other inquiry in relation to a payment made by Atmos Energy. As a part of the audit process, the City or City's designee may inspect Atmos Energy's

books of accounts, records, and documents relative to the City at any time during regular business hours and on ten (10) business days' prior notice. The City or City's designee may also request (1) the amount of the sale of gas service provided to each class of customer in the city and (2) the type of service delivered for any additional service distributed directly to customers through Atmos Energy's System within the City's Public Rights-of-Way for which Atmos Energy receives compensation.

C. Access to Records. All records deemed by City or City's designee to be reasonably necessary for such audit shall be made available by Atmos Energy at Atmos Energy's corporate office in the Dallas, Texas. Atmos Energy agrees to give its full cooperation in any audit and shall provide complete responses to inquiries within twenty (20) calendar days of a written request, unless a different schedule is agreed to by the City and Atmos Energy.

D. In the event that a dispute arises regarding an audit performed on Atmos Energy's books and records, Atmos Energy agrees to participate in mediation in an attempt to resolve the dispute. Atmos Energy agrees that it will consult with the City and the parties will mutually agree on a mediator to preside over the mediation.

D. The omission by the City to exercise its rights to an audit shall not constitute waiver of such right.

SECTION 11. EFFECT OF OTHER MUNICIPAL FRANCHISE ORDINANCE FEES: If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

SECTION 12. LEASE OF FACILITIES WITHIN THE CITY'S RIGHTS-OF-WAY: Intentionally omitted.

SECTION 13. CITY TERRITORY AND ANNEXATION: This Franchise shall extend to and include any and all territory that is within the corporate limits of the City. Additionally, this Franchise shall extend to any and all territory that is annexed by the City during the time of this Franchise. In the event of disannexation, this Franchise shall be reduced to the territory that continues to be in the City. City shall within thirty (30) days of final approval, give Company notice of annexations and disannexations of territory by the City, which notice may include a map and addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers into the city limits no later than sixty (60) days after receipt of notice from the City. The annexed areas added to the city limits will be included in future franchise fee payments in accordance with the sales tax effective date of the annexation if notice was timely received from City. Upon request from City, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax.

SECTION 14. DEFAULTS:

Events of Default.

The occurrence, at any time during the term of this Franchise, of any one or more of the following events, shall constitute an Event of Default by Atmos Energy under this Franchise:

- A. The failure of Atmos Energy to pay the Franchise Fee on or before the due dates specified herein;
- B. Atmos Energy's substantial breach or violation of any of the material terms contained herein.
- C. The foregoing shall not constitute a breach if the violation occurs without fault of Atmos Energy or occurs as a result of circumstances beyond its control which could not have been avoided as a result of the exercise of reasonable care. The Company shall not be excused by mere economic hardship or by misfeasance or malfeasance of its directors, officers or employees.

Uncured Events of Default.

- A. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City, Atmos Energy shall have thirty (30) calendar days after written notice from City of

an occurrence of such Event of Default to cure the same before City may exercise any of its rights or remedies provided under this Franchise.

B. Upon the occurrence of an Event of Default by Atmos Energy which cannot be cured by the immediate payment of money to the City, Atmos Energy shall have ninety (90) calendar days after written notice from City of an occurrence of such Event of Default to cure the same before City may exercise any of its rights or remedies under this Franchise.

C. If any Event of Default is not cured within the time period provided herein, such an Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided in the section below.

SECTION 15. REMEDIES:

Upon the occurrence of any Uncured Event of Default as described above, City shall be entitled to exercise any and all of the following cumulative remedies: (1) The commencement of an action against Atmos Energy for monetary damages; (2) the commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that, as a matter of equity, are specifically enforceable; (3) the termination of this Franchise in accordance with the provisions of Section 16.

The rights and remedies of City and Atmos Energy set forth in this Franchise shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Atmos Energy understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same Uncured Event of Default.

SECTION 16. TERMINATION: Should City intend to exercise the remedy of termination in accordance with Section 15, City shall notify Atmos Energy in writing of its right to have a hearing before the City Council to present any objections or defenses the Company may have that are relevant to the proposed termination. The notice shall specify a hearing date which shall be at least thirty (30) days from the date of the notice. After such hearing, the City may determine whether to continue or to terminate the Franchise. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Atmos Energy of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable, and until the termination becomes effective, the provisions of this Franchise shall remain in effect for all purposes.

SECTION 17. NO THIRD-PARTY BENEFICIARIES: This Franchise is made for the exclusive benefit of the City and Atmos Energy, and nothing herein is intended to or shall confer any right, claim or benefit in favor of any third party.

SECTION 18. SUCCESSORS AND ASSIGNS: No assignment or transfer shall be made in whole or in part except in the case of assignment or transfer to an affiliate, parent, or subsidiary of the Company without approval of the City Council. Notice of said transfer or assignment shall be provided to the City. City shall grant approval unless the assignee is materially weaker than Company. For purposes of this Section, “materially weaker” means that the long-term unsecured debt rating of the assignee is less than investment grade as rated by both S&P and Moody’s (or their successor entities). If the assignee is materially weaker, the City may request additional documents and information reasonably related to the transaction and the legal, financial, and technical qualifications of the assignee. City agrees that said approval shall not be unreasonably withheld or delayed. Upon approval, the rights, privileges and franchise herein granted to the Company shall extend to and include all successors and assigns. The terms, conditions, provisions, requirements and agreements contained in this Franchise shall be binding upon the successors and assigns of the Company.

SECTION 19. SEVERABILITY: This Ordinance and every provision hereof shall be considered severable, and the invalidity and unconstitutionality of any other portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. If any term or provision of this ordinance is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Ordinance shall not be affected thereby.

SECTION 20. ACCEPTANCE OF FRANCHISE: In order to accept this Franchise, Atmos Energy must file with the City Secretary its written acceptance of this Franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this Franchise ordinance is not filed by Atmos Energy, the Franchise ordinance shall be rendered null and void.

SECTION 21. REPEAL: When this Franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect, with the exception of Atmos Energy’s obligations to continue paying Franchise Fees under the previous franchise ordinance until this Franchise Ordinance becomes effective.

SECTION 22. PARAGRAPH HEADINGS, CONSTRUCTION: The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

SECTION 23. NOTICES: Any notices required to be sent to the parties under this Franchise shall be sent to the following:

CITY:

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

ATMOS ENERGY:

Atmos Energy
Attn: Public Affairs Manager
297 N. Earl Rudder Freeway
Bryan, Texas 77802

SECTION 24. EFFECTIVE DATE: If Atmos Energy accepts this Franchise ordinance pursuant to Section 20, it becomes effective after sixty (60) days following its second and final passage by the City Council pursuant to Section 105 of the College Station City Charter.

FIRST READING: PASSED AND APPROVED on this the ____ day of _____, 2025.

SECOND READING: PASSED AND APPROVED on this the ____ day of _____, 2025.

ATTEST:

Tanya Smith, City Secretary

John P. Nichols, Mayor
City of College Station, Texas

APPROVED AS TO FORM:

City Attorney

I, Tanya Smith, City Secretary of the City of College Station, Brazos County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of College Station, Texas, at a regular session, held on the _____ day of _____, 2025, as it appears of record in the Minutes in Book _____, page _____.

Tanya Smith, City Secretary
City of College Station, Texas

February 13, 2025
Item No. 7.5.
Legislative Engagement Committee

Sponsor: Ross Brady, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution establishing a City of College Station Council Legislative Engagement Committee.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff recommends the Council consider the resolution and take action regarding the establishment of the committee.

Summary: During the January 9th city council meeting, the Council requested a workshop item to discuss the creation of a legislative engagement committee. The workshop item was placed on the January 23rd agenda. Under the workshop item Council directed staff to draft a resolution formally establishing the committee. The resolution is attached. The committee will be officially formed upon passage of the resolution.

Budget & Financial Summary:

Attachments:

1. Council Legislative Engagement Committee Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CREATING A CITY OF COLLEGE STATION COUNCIL LEGISLATIVE ENGAGEMENT COMMITTEE.

WHEREAS, the City Council of the City of College Station, Texas, desires to take an active role in advocating and shaping state legislative policy regarding College Station and local government (Legislative Engagement); and

WHEREAS, the City Council believes the creation of the Council Legislative Engagement Committee will give City of College Station and City staff guidance, support, and direction regarding Legislative Engagement; and

WHEREAS, the City Council believes that engagement with state legislators, their staff and lobbyist will result in a stronger and better Legislative Engagement; and

WHEREAS, the Council Legislative Engagement Committee will work closely with City staff throughout the legislative process to implement the City Council's adopted Legislative Program; now, therefore,

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

PART 1: That the City Council of the City of College Station shall create a Council Legislative Engagement Committee.

PART 2: That the City Council gives the Committee the following charge: "Provide guidance, support, advice, and recommendations regarding Legislative Policy and the Council's adopted Legislative Program and their implementation".

PART 3: That the Council Legislative Engagement Committee shall consist of no more than three (3) Councilmembers appointed by Council and that Council Committee Members will serve one (1) year terms.

PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

February 13, 2025

Item No. 7.6.

Bid No. 24-073 Purchase and Redevelopment of 301 Patricia Street

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding the rejection of all bids relating to Bid No. 24-073 Purchase and Redevelopment of 301 Patricia Street.

Relationship to Strategic Goals:

Recommendation(s): Given the intention to proceed with a small area planning effort for the Northgate area, staff recommends rejecting all current bids.

Summary: In July 2024, the City released Bid No. 24-073 relating the purchase and redevelopment of 301 Patricia Street (Northgate surface parking lot). This process resulted in receiving three bids:

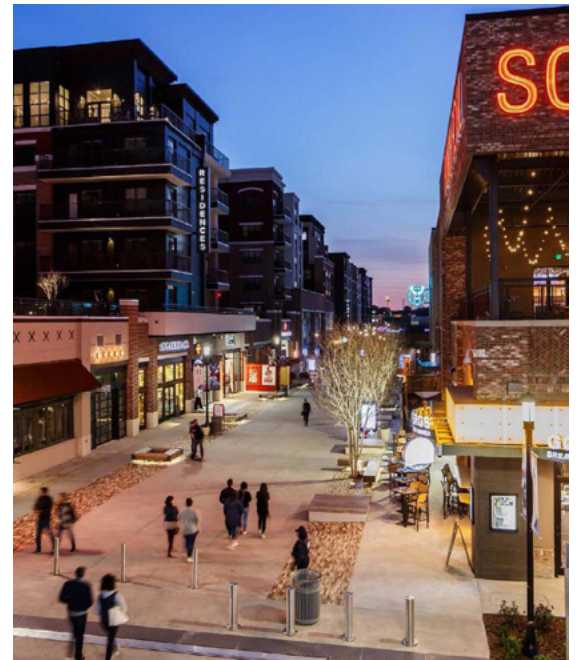
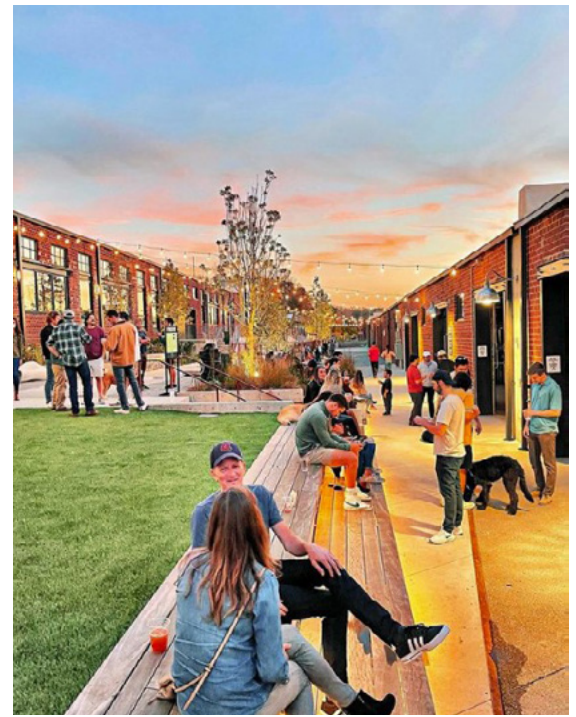
- Oldham Goodwin / Swinbank - \$3,674,000 for 1 acre
- Pinnacle / Woodbury - \$10,510,000 for 1 or 1.57 acres
- Capstone - \$13,000,000 for 1.57 acres

After the review and ranking of the bids, the City Council denied a potential real estate agreement with the top ranked firm, and provided direction to proceed with a small area planning effort for the Northgate area prior to entertaining any further bids. This action is to formally reject the three bids that were submitted as part the the Bid No. 24-073 process.

Budget & Financial Summary: N/A

Attachments:

1. Proposal - Capstone
2. Proposal - Oldham Goodwin-Swinbank
3. Proposal - Pinnacle-Woodbury



DEVELOPMENT PROPOSAL

COLLEGE STATION

Aug 21, 2024



PROPOSAL FOR
PURCHASE &
REDEVELOPMENT OF
301 PATRICIA ST.



August 21, 2024

City of College Station
1101 Texas Avenue
College Station, TX 77840

Re: Real Property Sealed Bid for the Purchase and to Redevelopment of all of 301 Patricia Street Bid No. 24-073

Dear City of College Station:

Capstone Communities ("C3") is pleased to express our sincere interest in redeveloping the City of College Station's municipal parking lot located at 301 Patricia Street. Capstone wholeheartedly agrees with the city in redeveloping this surface parking lot. We believe & propose it should be developed into a vibrant mixed-use community that drive additional economic activity and enhance the entire Northgate District. Located in the heart of the Northgate District near Texas A & M classrooms, downtown College Station nightlife, shopping and other amenities, the Property is ideal for a well-planned and well-executed mixed-use community that emphasizes good-design and place-making above all else. Capstone believes our Proposal will best achieve this goal.

Our Proposal consists of the acquiring and redeveloping all of 301 Patricia Street, an approximately one (1) acre property (the "Property") located in the city's Northgate District. In addition to the redevelopment of the Property, Capstone would also like to acquire and redevelop the remaining portion of 301 Patricia Street (the "Remaining Property"). The Remaining Property is approximately 0.57 acres and is currently being used as a municipal parking lot, restroom facilities, and refuse container storage. Collectively, Capstone seeks to redevelop the entire approximately 1.57 acres owned by the City.

Capstone's proposal is to build a mixed use walkable and thereby highly sustainable mixed-use community where students, professors, young professionals and others can immerse themselves in the vibrant Northgate experience. Capstone intends to provide all of the requested additional components requested on page two of the bid. In addition, Capstone intends to provide housing, which will include retail, parking, office space, and a much improved vibrant pedestrian area for public use. Capstone will provide both Affordable and Market rate housing in this vibrant development. We intend to offer a one hundred (100) parking spaces to be used on an exclusive basis by the City in a shared use and revenue agreement with the City; ride share pick-up and drop-off opportunities to serve the surrounding area; space for a 3,000–5,000 square foot law enforcement substation; public restroom facilities; refuse container storage; and redevelopment and ongoing operation and maintenance of the remaining Property into ample public greenspace, plaza, and courtyard area.

Additionally, the privately-owned and managed development, as well as all public amenities described above, will be entirely financed and constructed by Capstone.

Capstone has developed throughout the country but more specifically eight multi-family housing projects in the state of Texas, of which three of them are in College Station. During our 16 years of building in College Station, Capstone has formed extensive relationships with professional colleagues that share our depth of experience working in College Station (ranging from architects, civil engineers, traffic/ mobility consultants and retail consultants). In this Proposal, you will see all these professionals have joined our development team for this project. We have already worked collectively with the team and have shared collaborative input on the plan thus far. They have contributed their considerable College Station knowledge and expertise to Capstone's Proposal.

Coupled with Capstone's ability to maximize the cash payment which will be paid to the City to purchase the land; our 35-year unparalleled track record of developing the highest-quality mixed-use student housing throughout the United States; and our resolute commitment to be the most diligent and collaborative partner with the City. For all these reasons, Capstone believes we are the most qualified partner to continue to enhance Northgate's vibrancy for the benefit and legacy of the entire College Station community. We are extremely excited by the opportunity to be part of this redevelopment effort. We hope our commitment to create a timeless, vibrant community to live, work, study and shop shines through in our Proposal below.

Best Regards,

John Vawter
Principal

Amanda Wallis
EVP

Angie Rawie
EVP



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TAB A
INTRODUCTION/
KEY PERSONNEL

OVERVIEW OF TEAM

A TEAM OF VISIONARIES AND SPECIALISTS

Capstone Collegiate Communities is an innovative real estate development company specializing in development, construction and management of high-quality market-rate and student housing as well as mixed-use town centers across the country. Capstone Collegiate Communities was established in January 2012 as part of the successful business continuity plan for Capstone Development Corp., which, from 1990 to 2012, was one of the most active and experienced developers of student housing and mixed-use development in the country. Today, Capstone Collegiate Communities carries on Capstone's legacy with a specific focus on new cottage style, townhome, mid-rise and high-rise multifamily developments and mixed-use town centers.

MULTIFAMILY, MIXED USE AND SENIORS HOUSING

In 2017, C3 expanded to the multifamily sector at the forefront of the build-for-rent movement with the introduction of its cottage-style development program. Capstone's growing project footprint stretches across the nation with various product types including build-for-rent, seniors, and mixed-use town center communities.

Below are the lead contacts for the proposed project:

CAPSTONE CONTACT INFORMATION

Mr. John E Vawter Principal Capstone Collegiate Communities 431 Office Park Drive Birmingham, AL 35223 205-586-4228 jvawter@capstonemail.com	Amanda Wallis Executive Vice President Capstone Collegiate Communities 431 Office Park Drive Birmingham, AL 35223 205-612-1107 awallis@capstonemail.com	Angie Rawie Executive Vice President Capstone Collegiate Communities 431 Office Park Drive Birmingham, AL 35223 214-300-5922 arawie@capstonemail.com
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DEVELOPMENT TEAM

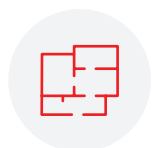
Capstone's development team is comprised of a number of professionals of which each are contributing core development skills to the team.

- Master Developer – Capstone Communities
- Architect – Niles Bolton Associates
- Civil Engineer – Mitchell & Morgan, LLP
- Construction – Hoar Construction
- Traffic Consultant – Avenue Consultants
- Retail Consultant – The Retail Coach

**Additional key team members in Appendix*

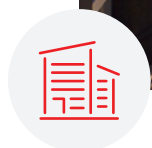


WHAT WE DO



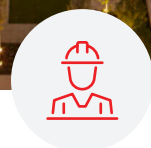
DEVELOPMENT

Capstone's development team oversees each deal from start to finish including acquisition, pre-development due diligence, financing and construction through project delivery and disposition. The development team has successfully developed 76 Communities since 2009.



CONSTRUCTION

Established in 2005 with over 24 communities built across the country and 12 currently under construction, Capstone Communities' construction division, CBI Construction Services, builds our innovative communities and provides general contracting work, program management, cost estimating, material procurement and construction management services.



MANAGEMENT

Capstone Communities' management division, Capstone Properties, LLC., focuses on the leasing and management of both off-campus student housing and conventional multifamily communities across the country. Originally established in 1990, Capstone Properties began as the off-campus management arm of Capstone Development Corp. and has experience managing traditional three-story walk-ups, lofts, lodges, cottage communities and mid/high-rise communities, as well as services for third-party owners.



Master Developer

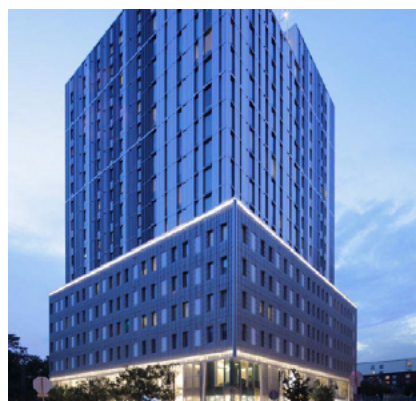
CAPSTONE COMMUNITIES

RELEVANT EXPERIENCE



Town Center at Trilith
Fayetteville, GA

Project Scope: Developed 37,000 SF of retail space, 263 apartment homes, a structured parking deck, and a clubhouse.



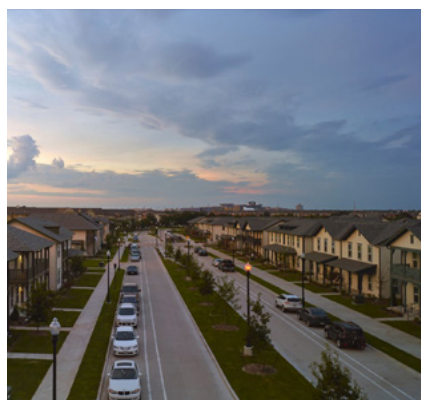
Inspire on 22nd
Austin, TX

Project Scope: Mixed-use development, walkable to University of Texas. Includes 439 beds, worship space for The Wesley Foundation, office and recreation space.



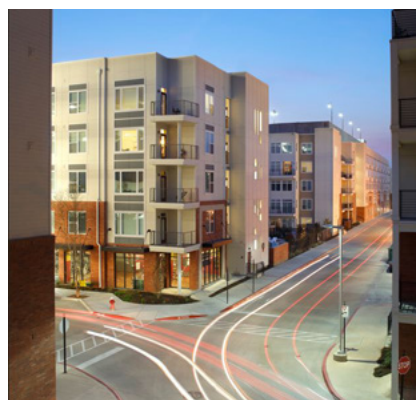
Inspire Atlanta
Atlanta, GA

Project Scope: Two-building community home to 750 residents at Georgia Tech, where they can live, play, study and relax in an amenity rich development.



The Junction
College Station, TX

Project Scope: Cottage Community home to 801 residents off of Holleman Drive in close proximity to Texas A&M University.



Northpoint Crossing
College Station, TX

Project Scope: Two Phase Project home to 1,800+ residents at Texas Ave & University Dr complete with 5 buildings.



The Cottages of College Station
College Station, TX

Project Scope: Completed in 2012, now home to 1,300+ residents within a Cottage Community.



JOHN VAWTER
Principal

John is one of the founding members of Capstone, with over 37 years of experience in student housing and multifamily development. He began his career at Capstone in site acquisitions, transitioned to overall development and successfully lead Capstone’s off-campus student housing program, including the "Cottages" program (Build-for-Rent Student Housing). In January 2012, following the restructuring of The Capstone Companies, John Vawter became one of three principals of Capstone Collegiate Communities, LLC (Capstone Communities). Under John's leadership of the development division, Capstone Communities took their fifteen plus years' experience of building "Cottages" in the student space and began its Build-for-Rent (BFR) program in the conventional multifamily space. Since 2012, Capstone Communities has successfully completed 11 conventional BFR developments and several developments scheduled to start in late 2024 and early 2025. Over the last 37 years, John has played a key role in the delivery of over 72 communities and \$3B+ in development costs and has been integral to Capstone becoming one of the leading student housing, BTR and town center developer across the country.



AMANDA WALLIS
Executive Vice President

Amanda came to Capstone in January 2008 as a Senior Vice President for the Cottage Division of Capstone Development Corp. She now has over 17 years' experience in land development for both public and private land developers and home builders. Since 2012, Amanda has been an Executive Vice President for C3 continuing her role in development for off-campus new construction projects including both Cottage-style developments and high-density, mixed-use developments. Amanda is responsible for all aspects of the development program from acquisition, pre-development due diligence, design, financial analysis and construction through project delivery and disposition. To date, Amanda's experience at Capstone includes the delivery of 10,492 beds totaling over \$680M in development costs. Her development experience ranges from developing low density Cottages, mid-rise both single-purposed and mixed-use development to an 18-story high rise building.

EDUCATION

B.S., Business Administration - Finance, Auburn University at Montgomery
Masters, Building Science, Auburn University
Masters, Community Planning, Auburn University

COMPLETED PROJECTS:

**Cottages of Tampa
Tampa, FL**
198 Market rate flats, townhouses
and cottages
Development Cost \$64.9M
Completed 2024

**Cottages at Warner Robins
Warner Robbins, GA**
251 Market Rate townhouses and
cottage units
Development Cost \$53.1M
Completed 2023

**Inspire at Royal Park
Charlotte, NC**
204 active adult flats and cottages
Development Cost \$49.8M
Completed 2022

**The Lofts at Fairfax
Fairfax, VA**
825 beds Student Flats
Development Cost \$55M
Completed 2022

**Inspire on 22
Austin, TX**
439 beds Student Housing
Development Cost \$60M
Completed 2019

**The Capstone Cottages of Lubbock,
Lubbock, TX**
969 beds student cottages and
townhouses
Development Cost \$62.5M
Completed 2017

**The Cottages of Baton Rouge
Baton Rouge, LA**
Delivered 2010/2011
382 Units, 1920 Beds
Development Cost \$66,700,000

**The Cottages of College Station
Phase 1 & 2, College Station, TX**
Delivered 2011
369 Units, 1354 Beds
Development Cost \$65,978,642

**The Cottages of Boone
Boone, NC**
Delivered 2013
202 Units, 894 Beds
Development Cost \$50,626,420

**The Cottages of Albuquerque
Albuquerque, NM**
Delivered 2014
162 Units, 786 Beds
Development Cost \$45,215,204

**Northpoint Crossing Phase 1 & 2,
College Station TX**
Delivered 2014/2015
627 Units, 1842 Beds
Development Cost \$152,766,369

**Arlington Cottages & Townhomes,
Baton Rouge, LA**
Delivered 2016
179 Units, 732 Beds
Development Cost \$55,046,667

**The Junction
College Station, TX**
Delivered 2016
186 Units, 801 Beds
Development Cost \$52,018,706

Legacy on Rio
Delivered 2021
144 Units, 561 Beds
Development Cost \$55,000,000

Flats on University
Delivered 2022
268 Units, 825 Beds
Development Cost \$55,000,000



ANGIE RAWIE
Executive Vice President –
Development

Angie joined Capstone in 2012 after more than 20 years in multifamily and student housing development. Prior to joining Capstone, she served in a number of executive level business development and development positions outside Capstone. In her current role as Executive Vice President, she is responsible for all aspects of development from land acquisition, entitlements, financial modeling through construction and lease up. Angie attended Dartmouth College and holds a B.A degree from Smith College. She also holds a M.S. degree in Real Estate Development from the University of Southern California (USC). In her role as Executive Vice President for C3, Angie is responsible for all aspects of the development program from acquisition, pre-development due diligence, design, financial analysis and construction through project delivery and disposition. To date, Angie’s experience at Capstone includes the delivery of over 2,120 beds totaling over \$125 million in development costs. Her development experience ranges from developing low density Cottages to an 18-story high rise building.

COMPLETED PROJECTS:

The Lofts at City Center

Five-story wood frame product with attached parking deck
University of Alabama
Delivered:
Phase I – 608 beds, fall 2013
Phase II – 618 beds, fall 2014
1,225 Beds
Development Cost \$73,000,000

Capstone Cottages of San Marcos

Cottage Style Student Housing
Texas State San Marcos
Delivered – fall 2014
899 Beds
Development Cost \$54,000,000

AFFILIATIONS

- Junior League (Dallas, Texas) Member.
- Leadership Dallas, 1998.
- Leadership Texas, 1999.
- Dallas Children’s Theatre, past Board Member.

NILES BOLTON ASSOCIATES

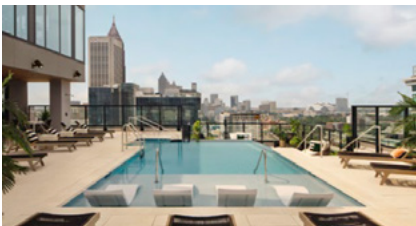
HIGHER EDUCATION QUICK FACTS

Ranked as the #1 student housing design firm by Building Design + Construction magazine for 2022 and 2023

Designed approx. 56,000 beds of off-campus housing nationwide

Named Top 32 design firm in the U.S. by Building Design + Construction for 2023

Currently active in 30 states and the District of Columbia



FIRM PROFILE

Niles Bolton Associates (NBA) is a 140-person firm providing architecture, interior design, landscape architecture, and urban planning services. Founded in 1975, NBA has completed projects in 49 states and 16 countries. With offices in Atlanta, Georgia and Alexandria, Virginia, NBA was named a Top 32 design firm in the U.S. by Building Design & Construction in 2023. Our major markets include higher education, multifamily residential, retail, corporate, and hospitality.

Our growth has been due, in large part, to an ability to understand clients' needs and to design projects meeting their requirements. For Niles Bolton Associates, success is measured not only with design awards, but by our ability to design an appropriate response to program and budget requirements, by acceptance in the market served, and by the ongoing financial reward for our clients. Throughout our 49 year history we have developed a strong sense of regionalism in our design methodology.

RESIDENTIAL DESIGN

With extensive experience encompassing everything from single family homes to luxury high rise developments, Niles Bolton Associates brings to our clients a remarkable understanding of the planning, design, market and construction issues specific to residential design. As one of the nation's leading multi-family housing design firms, we have designed more than 750,000 dwelling units in a variety of housing types. Our multi-family housing projects throughout the United States and abroad give us an international design perspective and enable us to respond in the appropriate regional architectural vernacular. NBA enjoys national, regional, and local recognition with design awards in areas such as best attached home, best apartment community, distinguished design, outstanding development, and best landscape design. Our multidisciplinary practice provides us with the ability to develop design solutions that address the total project from initial concept to final finishes.

SELECT DEVELOPER CLIENTS

American Campus Communities	The Dinerstein Companies	LV Collective
AvalonBay Communities	Gables Residential	Kaplan Residential
Balfour Beatty Communities	Grayco Partners, LLC	Novare Goup
Bozzuto & Associates	Greystar	O'Neill Properties
Buccini/Pollin Group	Grubb Properties	Peak Campus Development
CA Ventures	Highpoint Residential	RangeWater Real Estate
Camden Development, Inc.	Hines	RISE Development, LLC
Capstone Collegiate Communities	Jefferson Apartment Group	The Goldenberg Group
Core Spaces	JLB Partners	Third & Urban
Cortland	Kassinger Development Group	TPA Residential
Crescent Communities	Landmark Properties	Trammell Crow Residential
	LIV Development	Trinitas Ventures
		Willow Bridge Property Co.

Architect

NILES BOLTON ASSOCIATES

MOHAMED MOHSEN,
AIA, LEED AP
Principal

EDUCATION

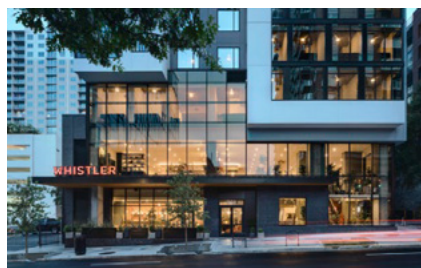
Master of Architecture;
Georgia Institute of Technology
Bachelor of Science, Architecture;
Helwan University, Cairo, Egypt

QUALIFICATIONS

22 years of architecture experience
Joined NBA in 2002
Registered Architect in Georgia,
California, Connecticut, Louisiana,
Maryland, Missouri, New Jersey,
Oregon, Rhode Island and
Washington
LEED Accredited Professional

ASSOCIATIONS

NCARB certified
Urban Land Institute (ULI)
ULI Atlanta Center for Leadership
American Institute of Architects
United States Green Building Council



Whistler
Atlanta, Georgia

Mohamed possesses a highly-developed eye for design, a strong technical background, and a solid understanding of the economics of real estate development. With 20+ years of professional experience and a diverse project portfolio, Mohamed has extensive expertise in the off-campus student housing, educational, institutional, mixed-use and hospitality markets. Together, these strengths allow him to provide the leadership and critical thinking that have yielded international recognition and numerous prestigious awards including the Urban Land Institute (ULI)-Atlanta Development of Excellence Award. Mohamed is an alumnus of ULI Atlanta's 2015 Center for Leadership class and frequently serves as a panelist at national student housing events.

RELEVANT PROJECTS:**Multifamily / Mixed-Use / Off-Campus Student Housing**

Whistler, LV Collective, Atlanta, GA
The Flats on University, Capstone Collegiate Communities, Fairfax, VA
340 East Paces Ferry, CA Ventures, Atlanta, GA
Here Reno, CA Ventures, Reno, NV
Here Tuscaloosa, CA Ventures, Tuscaloosa, AL
Identity Phase I, CA Ventures, Berkeley, CA
Identity Phase II, CA Ventures, Berkeley, CA
Inspire, CA Ventures, Atlanta, GA
Rise on West Campus, CA Ventures, Austin, TX
Uncommon Auburn, CA Ventures, Auburn, AL
One12 Courtland, RISE Real Estate Company, Atlanta, GA
Lodges at West Edge, Peak Campus Development, Durham, NH
The Mark at Athens, Landmark Properties, Athens, GA
The Mark Phase II, Landmark Properties, Athens, GA
The Retreat at Orlando, Landmark Properties, Orlando, FL
The Retreat at Raleigh, Landmark Properties, Raleigh, NC
The Retreat at San Marcos, Landmark Properties, San Marcos, TX
The Retreat at State College, Landmark Properties, State College, PA
The Retreat at Tucson, Landmark Properties, Tucson, AZ
The Retreat at Tallahassee, Landmark Properties, Tallahassee, FL
The Standard at Atlanta, Landmark Properties, Atlanta, GA
The Vista Starkville, IMS Development, Starkville, MS

Education & Institutional

Browns Bridge Community Church, Cumming, GA
The Home Depot - Little Apron Academy, Smyrna, GA
The Howard School, Atlanta, GA
Virginia Commonwealth University, West Grace Student Housing, Richmond, VA
West Ridge Church, Paulding County, GA

Transit

Albany Multi-modal Transit Center, Albany, GA
Triangle Transit Authority Raleigh / Durham Metro Area, NC



Located in College Station, Texas, Mitchell & Morgan, LLP (M&M) prides itself on providing cost efficient and innovative engineering solutions for our clients. M&M has worked in the development arena in the Bryan/College Station area for the last 25 years. Our staff collectively has more than 200 years of design experience. We thoroughly enjoy the work we do helping multi-family residential, higher education, municipal, healthcare, commercial, and single-family residential projects through the maze of civil design elements and project permitting through all regulatory entities.

M&M has four full-time Licensed Professional Engineers, two full-time Graduate Engineers, one full-time Assistant Project Manager, one part-time Staff Planner, one full-time Civil Designer, one part-time IT Consultant, one full-time Office Manager, and one full-time Administrative Assistant. M&M often employs part-time graduate civil engineering students on a semester or yearly basis to fill staffing needs. With this staff, we have over 22,000 man hours/year of technical staff.

M&M approaches every project by providing our client creative solutions to achieve their objectives in a timely manner. Our firm's success has primarily been due to the ability to offer our clients expert analysis based on extensive knowledge of codes and a thorough background rooted in the Civil Engineering industry. M&M services include entitlement processing, site design, utility design, roadway/pavement design, drainage design, hydrology and hydraulic and land planning.

Our firm has worked on several multi-family / student housing development projects in the Bryan/College Station area over the years including several in the Northgate District. Below are a few of our projects:

- 415 College Main Student Housing
- The Otto Student Housing
- The Rev Student Housing (Civil Consulting Services Only)
- Lark Northgate (Fmr. Sterling Northgate)
- The Domain at Northgate
- The Standard at College Station (Civil Consulting Services Only)
- Northpoint Crossing
- The Deason at Jones Crossing
- Flora 4050 (Fmr. Springs at University Drive)
- The Cottages at College Station
- The Junction Cottages & Townhomes
- Redpoint College Station (Fmr. The Retreat at College Station)
- The Lofts at Wolf Pen Creek
- Holleman Crossing Apartments
- SoCo at Tower Point Apartments
- Redmond Row Townhomes
- Lakeridge Townhomes
- River Oaks Townhomes
- Broadstone Ranch
- Waterwood Townhomes
- Cambridge Dormitory
- Kappa Delta Sorority House



HoarConstruction

We have been in business for 84 years, and we're very proud of that. There aren't many companies in our industry that have been around this long. During these 84 years, we've been able to thrive, grow, and expand. Today, we have seven offices in six states and attribute our success to the values our company was founded on.

F.R. Hoar established the company on the principle of treating clients the way he would want to be treated and we've continued that practice. We treat them and our other team members as partners. We're committed to their success just as much as our own, and we want to earn their trust. We fill our project teams with reliable experts who know how to get the project done right, the first time. We collaborate with clients and team partners to ensure successful outcomes.

We believe the future of construction is process-driven, where architect, contractor, and trade partners all work together to deliver the very best building experience possible.





Jeff oversees construction projects with an emphasis on helping clients to achieve their vision by managing each assignment from design and preconstruction to the delivery of a fully-functioning building. His experience in program management spans from higher education campus relocations to an abandoned power plant renovation program. He uses lessons learned from these experiences and resources available to successfully guide and navigate the team through any challenging situations that may arise. His ultimate responsibility is to hold Hoar and its team members accountable to meet our commitment to the client.

EDUCATION, CERTIFICATIONS & PROFESSIONAL AFFILIATIONS

- B.S. - Construction Science, Texas A&M University
- OSHA 10-Hour Trained
- ASHE Health Care Construction Certified
- Associate Constructor, American Institute of Constructors
- First Aid/CPR/AED Certified
- 2012 Hoar Leadership Council

RELEVANT PROJECTS:

Icon, Austin, TX, 30-story, 555 bed, 216 unit, 301,200 GSF student housing tower with rooftop pool, amenity center; includes 4-level 100 space below grade garage.

Inspire on 22nd, Austin, TX, 242,000 SF, 18-story, design-build highrise student housing in West campus; project includes 129 units, 439 beds with 4 levels of below-grade parking; 10,000 SF is dedicated to a campus group with a kitchen, worship space, and administrative areas.

Carr Hall, Angelo State University,
San Angelo, TX, design-build
renovation; 18,014 SF, 2-story
student housing building.

The Loren, Austin, TX, new 225,000 SF, 108-room hotel includes 25 additional condo units, 2 penthouses, 8,000 SF of restaurant and event space, and 8,500 SF of retail space, luxury spa, gym, swimming pool and ground-level retail.

The Richardson at Tarrytown,
Austin, TX, 3-story 76,000 SF
building of residential units, amenity
space including a pool, terraces, and
a courtyard; 25,000 SF of on grade
parking.

Dell Children's Bed Tower, Austin, TX, New 4-story, 105,000 SF, 72-bed pediatric hospital expansion, includes one floor dedicated to pediatric critical care, one floor for hematology/oncology inpatient services, and another floor dedicated to general acute inpatient services, with a fourth floor shelled for future expansion.

Building for Academic & Student Services, Texas A&M University - Texarkana, Texarkana, TX, 58,000 SF, 3-story multipurpose building, which integrates student support facilities with classrooms.

Dell Seton Medical Center Vertical Expansion, Austin, TX, 4-story vertical expansion to the teaching hospital at the University of Texas; includes 4 new ORs, complete buildout, plinth expansion, and surgery expansion.

Centralized Operational Reliability and Efficiency Facility (CORE), Texas A&M University Central Texas, Killeen, TX, Central Utility Plant, includes chilled water, electric and fiber optics; additional university police department space and emergency operations center.

The Backyard Infrastructure, Bee Cave, TX, Phase 1 of a 35 acre cultural and entertainment center. Includes earthwork, ponds, wet and dry utilities.

Cullen Auditorium Renovation, Abilene Christian University,
Abilene, TX, renovation of existing Cullen Auditorium; including infrastructure upgrades, increased seating capacity and interior overhaul to the performance hall facility.

Moody Coliseum, Abilene Christian University, Abilene, TX, 153,000 SF; renovation and expansion; a north tower and south tower, each 3 stories tall which will include a lobby, administrative offices, basketball offices, and a 2,000 SF hospitality area.



BRAD BRIMLEY,
PHD, PE, PTOE, RSP

EDUCATION

Doctor of Philosophy, Civil
Engineering, Texas A&M University,
2014

Master of Science, Civil Engineering,
Brigham Young University, 2011

Bachelor of Science, Civil
Engineering, Brigham Young
University, 2011

QUALIFICATIONS

Professional Engineer – State of
Texas #125348

Professional Traffic Operations
Engineer – #4531

Road Safety Professional – #104

YEARS OF EXPERIENCE

Years with Firm | 1
Total Years | 13

Brad Brimley brings sharp perspective and exceptional experience from local municipal projects of a variety of sizes. With expertise in intersection and traffic signal design, roadway illumination, simulation, modeling, capacity analysis, and highway safety analysis, Brad applies passion for data-driven and careful decisions into all aspects of his work. Brad has been a resident of College Station for 13 years and has served on multiple boards and committees of the city. His local insights and perspective of the community's transportation needs will be valuable as he incorporates them into design decisions that impact traffic safety and operations.

RELEVANT PROJECTS:

Barron Road Mobility Study

College Station, Texas

Brad managed a study and schematic design for a segment of Barron Road with operational challenges due to the offset intersections of Decatur Drive and Longmire Drive. The project evaluated the feasibility of alternatives including roundabouts, signalization, and unconventional options like Restricted Crossing U-Turn (RCUT) and Green-T intersections. Residents were concerned over reduced mobility of the unconventional intersections. Brad led discussions to listen to the residents, identify their concerns, and help them understand the advantages and disadvantages of each option.

Corporate Parkway Extension Corridor Study

College Station, Texas

Brad evaluated future traffic conditions of the city's business/industrial district along Corporate Parkway. The extension of Corporate Parkway to William D Fitch Parkway was modeled with connection points that form either a four-way intersection or different offset T-intersections with Pebble Creek Parkway. With environmental concerns preventing the connection at Pebble Creek Parkway, the study provided valuable information about operations for the potential offset intersections.

William J. Bryan Parkway Reconstruction

City of Bryan, Texas

Following a rigorous study of the corridor, including traffic modeling and crash analysis, Brad designed three traffic signals and six pedestrian hybrid beacons. The traffic signals were designed per City of Bryan specifications, with construction to be by TxDOT. Fiberoptic communication connects each signal to the City's network.

Nuckols Crossing Road Schematic Design and Preliminary Engineering Report

Austin, Texas

As project manager, Brad was tasked with developing solutions to revitalize the corridor and improve safety and mobility for all users. There were several areas with no pedestrian facilities, and Brad discovered that the corridor also experiences a high number of right-angle crashes and single-vehicle collisions. Brad led the team to design a mini roundabout to replace a stop-controlled intersection, addressing right-angle crashes while minimizing ROW acquisition. By meeting with crossing guards and the elementary school principal, Brad learned that children routinely jaywalk between the school and the city library, even though there is a nearby crossing guard. Brad led the team to add new crossings that safely meet the pedestrian's needs. Median islands were designed for all midblock crossings to add deflection that encourages lower vehicle speeds.



COMPANY PROFILE

About The Retail Coach

We are the nation's premier retail recruitment, market analysis, and development firm. Our experience combines strategy, technology, and creative marketing to execute high-impact retail and restaurant recruitment strategies for local governments, chambers of commerce and economic development agencies.



We have served **more than 650 communities in 40 states** across the country over the last 22+ years.



PROVEN RESULTS

5+ MILLION

Square feet of new retail space recruited to client communities

\$600 MILLION

Additional sales tax dollars generated in client communities

90% REPEAT

Percent of clients that choose us for repeat assignments

Your Project Team

KEY STAFF BIOGRAPHIES**CHARLES PARKER**

Project Director

Charles brings more than seven years of experience in the fields of economic research and entrepreneurship to The Retail Coach. As Project Director, Charles oversees the retail recruitment process and leads his team to promote economic development in client communities. In this role, he works closely with local officials as well as retail site selectors, brokers, and developers. His work has led to the location of numerous regional and national brands to client communities, including Hobby Lobby, Marshall's, Five Below, Planet Fitness, Eggs Up Grill, Popeye's, Sonic, and Publix.

Prior to joining The Retail Coach, Charles served as Research Coordinator at Mississippi State University where he developed and executed research exploring economic impacts of tourism and outdoor recreation on municipalities. His work with local economies provides Charles with a unique understanding of the challenges communities face when trying to grow.

The McKinney, Texas native earned his Master of Business Administration and Master of Science degrees from Mississippi State University. Charles is an active member of the International Council of Shopping Centers and Main Street America, and is a frequent speaker at conferences, municipal leagues, and economic organizations.

**KELLY COFER, CCIM**

Founder & CEO

C. Kelly Cofer leads The Retail Coach with more than 30 years of experience in all aspects of retail real estate and economic development. Kelly's professional background encompasses market research and site selection, advisory and leasing services, and property brokerage and development for leading national and regional retailers and restaurants in more than 150 cities throughout the United States. He has earned the prestigious Certified Commercial Investment Member (CCIM) designation from the Chicago-based Commercial Investment Real Estate Institute and attended the Economic Development Institute at the University of Oklahoma. Kelly holds a Bachelor of Science degree from Texas A&M University in College Station.

**AARON FARMER**

President

With a degree in Marketing from The Mays Business School at Texas A&M University in College Station and an MBA from Texas A&M University – Commerce, Aaron brings to The Retail Coach knowledge of the most current research on retail and marketing trends. Prior to joining The Retail Coach, Aaron was employed in marketing research and retail development where he worked on projects for some of America's leading retailers and restaurants including FedEx, Kinkos, Sally Beauty Supply, Adidas, Concentra and the National American Association of Subway Franchises (NAASF). His expertise touches each step of a project from the initial trade area determination to the actual recruitment of retailers. Aaron is a sought after speaker for industry organizations throughout the country.

TAB B EXPERIENCE OF BIDDER

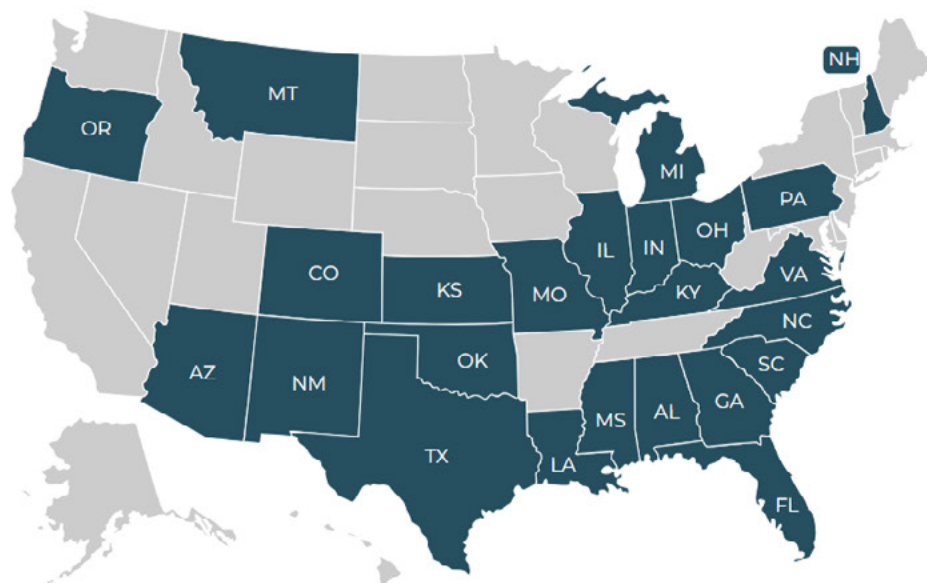


Capstone Communities has a wealth of experience developing, constructing, and managing student and multifamily communities across the country. Our experience developing various product types including residential, retail, and other interesting uses have been successfully deployed time and time again.

76
COMMUNITIES
DEVELOPED

41,068
BEDS
DELIVERED

\$3B+
IN DEVELOPMENT
COSTS



- | | |
|-----------|----------------|
| ALABAMA | MISSISSIPPI |
| ARIZONA | MONTANA |
| COLORADO | NORTH CAROLINA |
| FLORIDA | NEW HAMPSHIRE |
| GEORGIA | NEW MEXICO |
| ILLINOIS | OHIO |
| INDIANA | OKLAHOMA |
| KANSAS | OREGON |
| KENTUCKY | PENNSYLVANIA |
| LOUISIANA | SOUTH CAROLINA |
| MICHIGAN | TEXAS |
| MISSOURI | VIRGINIA |

CAPSTONE EXPERIENCE

COMPLETED	YEAR DEVELOPED	BEDS	UNITS	TOTAL DEVELOPMENT COST
Creekside of Auburn, Auburn, AL	2007	1159		\$ 59,000,000
The Retreat of Clemson, Clemson, SC	2007	216		\$ 10,800,000
The Cottages of Columbia, Columbia, MO	2008	513		\$ 28,200,000
The Cottages of Hattiesburg, Hattiesburg, MS	2008	403		\$ 20,800,000
Cottage Grove at Gainesville, Gainesville, FL	2008	285		\$ 19,000,000
The Cottages of Lubbock, Lubbock, TX	2009	847		\$ 50,900,000
The Cottages of Norman, Norman, OK	2009	644		\$ 31,100,000
The Cottages of Baton Rouge, Baton Rouge, LA	2010	1290		\$ 66,700,000
The Cottages of Lakeshore (Operation Lakeshore)	2011	10		\$ 2,300,000
The Lodges of East Lansing, Phase 1 & 2, East Lansing, MI	2011	1049		\$ 55,200,000
Valentine Commons, Raleigh, NC	2012	928		\$ 70,600,000
The Lofts of Kennesaw, Kennesaw, GA	2012	803		\$ 44,900,000
The Cottages of Durham, Durham, NH	2012	619		\$ 30,700,000
The Cottages of College Station - Phase 1 & 2, College Station, TX	2012	1354		\$ 66,000,000
Northpoint Crossing, Phase 1 & 2, College Station TX	2012	1842		\$ 152,800,000
The Cottages of Boone, Boone, NC	2013	894		\$ 50,600,000
The Lofts at City Center, Phase 1 & 2, Tuscaloosa, AL	2013	1225		\$ 73,000,000
13th & Olive, Phase 1 & 2, Eugene, OR	2013	1308		\$ 94,700,000
The Cottages of San Marcos, San Marcos, TX	2014	899		\$ 51,900,000
The Cottages of New Mexico, Albuquerque, NM	2014	786		\$ 45,200,000
The Lodges of Colorado Springs, Colorado Springs, CO	2014	616		\$ 39,100,000
Hannah Lofts & Townhomes, East Lansing, MI	2014	702		\$ 45,600,000
The Cottages of Tempe, Tempe, AZ	2015	718		\$ 48,600,000
Arlington Cottages & Townhomes, Baton Rouge, LA	2016	732		\$ 55,000,000
The Junction, College Station, TX	2016	801		\$ 52,000,000
The Lofts of Flagstaff, Flagstaff, AZ	2017	814		\$ 77,800,000
The Capstone Cottages of Lubbock, Lubbock, TX	2017	969		\$ 62,600,000
The Lofts at Seacrest, Seacrest Beach, FL	2017		120	\$ 27,000,000
The Cottages of Ft Collins, Fort Collins, CO	2017	889		\$ 76,900,000
Hope Cottages	2018	16		\$ 2,200,000
The Arrow Townhomes & Flats, Bozeman, MT	2018	887		\$ 76,600,000
Inspire on 22nd, Austin, TX	2019	439		\$ 56,500,000
Premiere Lofts at Trilith, Fayetteville, GA	2020	404	263	\$ 50,800,000
Inspire Atlanta, Atlanta, GA	2021	750		\$ 119,400,000
The Legacy on Rio, Austin, TX	2021	561		\$ 52,400,000
The Cottages at Old Monrovia, Huntsville, AL	2021		275	\$ 52,800,000
Inspire at Royal Park, Matthews, NC (Active Adult)	2022		204	\$ 49,800,000
The Lofts at Fairfax, Fairfax, VA	2022	825		\$ 114,500,000
The Cottages of Daytona Beach	2022		283	\$ 61,000,000
The Villas at Nexton	2022		282	\$ 56,200,000

COMPLETED	YEAR DEVELOPED	BEDS	UNITS	TOTAL DEVELOPMENT COST	
The Cottages of Wilmington	2022		279	\$	53,900,000
The Cottages of Port St Lucie	2022		286	\$	69,600,000
The Cottages of Myrtle Beach	2022		294	\$	63,200,000
The Cottages of Warner Robins	2022		251	\$	53,100,000
The Cottages at Greystone	2023		189	\$	50,900,000
The Cottages at Ingleside	2023		260	\$	69,600,000
The Cottages at Old Monrovia - Phase II	2023		276	\$	72,300,000
The Cottages at Cypress Cay	2023		198	\$	64,900,000
TOTAL / AVG		41,068	3,460	\$	3,023,700,000

TOTAL PROJECTS	76
TOTAL DEVELOPMENT COST	3,023,700,000
TOTAL STUDENT BEDS	41,068
TOTAL CONVENTIONAL UNITS	3,460

C3 CONTACT INFO

Corporate Office Capstone Collegiate Communities, LLC 431 Office Park Drive Birmingham, AL 35223 205.414-6400	Development John E. Vawter, Principal (205) 586-4228 jvawter@capstonemail.com Management Ben Walker, Principal bwalker@capstonemail.com	Finance & Accounting Rob Howland, Principal (205) 414-6416 rhowland@capstonemail.com
	Amanda Wallis Executive Vice President Capstone Collegiate Communities 431 Office Park Drive Birmingham, AL 35223 205-612-1107 awallis@capstonemail.com	Angie Rawie Executive Vice President Capstone Collegiate Communities 431 Office Park Drive Birmingham, AL 35223 214-300-5922 arawie@capstonemail.com

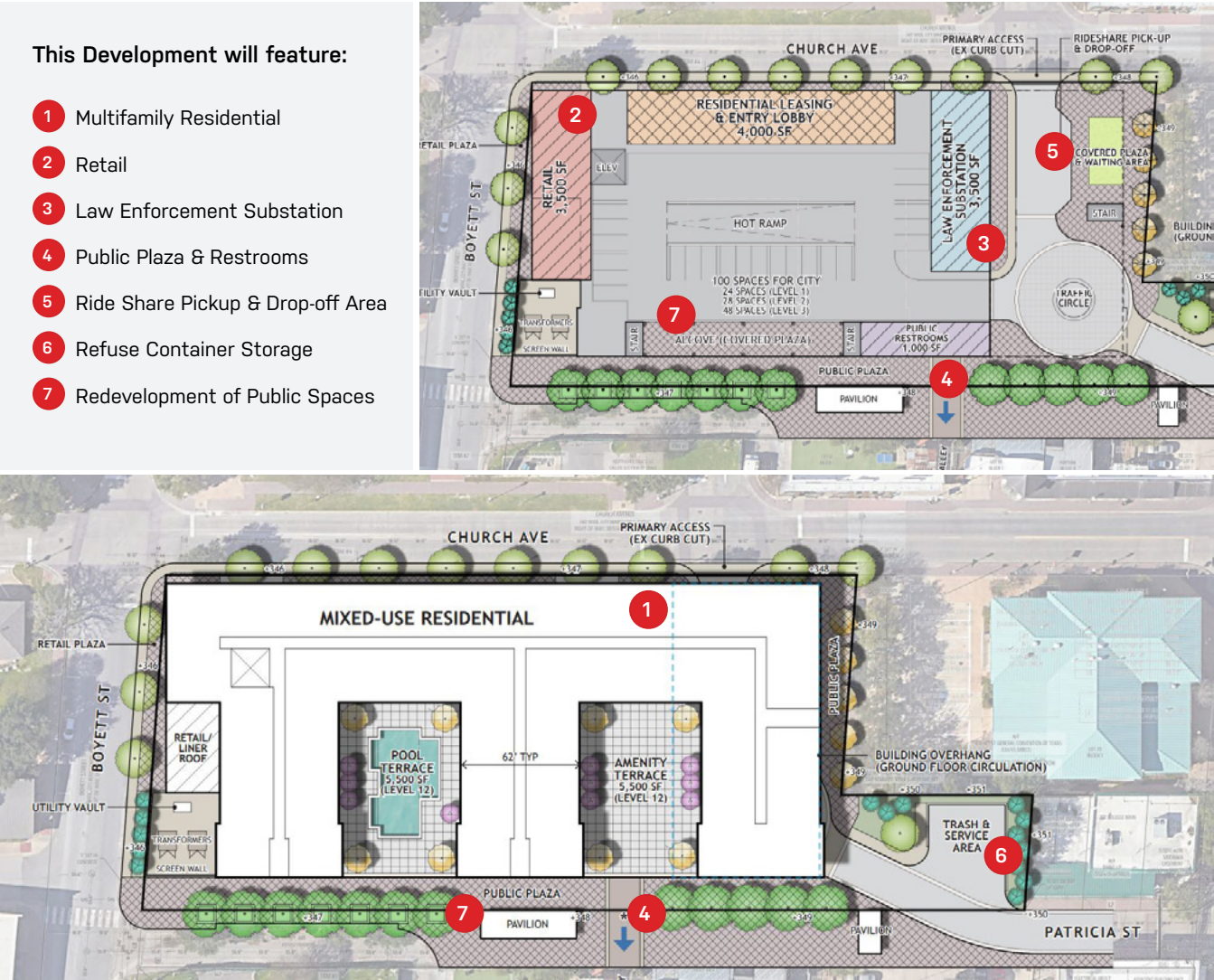
*Additional Project Highlights in Appendix

TAB C REDEVELOPMENT PROGRAM

REDEVELOPMENT PROJECT

The proposed College Station project envisions a vibrant, upscale mixed-use community through thoughtful design and place-making. For the design, we are proposing to work in close collaboration with the city to ensure the overall design aligns with community goals. By leveraging effective site planning principles, the project maximizes density while blending seamlessly with the surrounding neighborhood and establishing a prominent presence along Church Avenue, near Texas A&M University. The residential building and parking layout are meticulously crafted to make the most of the site's constraints and orientation. Strategically placed lobbies around the perimeter ensure easy pedestrian access to the sidewalk network, which directly connects to the university campus and promotes biking and walking. Capstone's redevelopment plan emphasizes place-making with a diverse mix of uses, enhancing walkability and integrating ground-floor neighborhood retail. The ground level will connect the residential project with the community through programmatic elements, including a public plaza with a shaded recreational space and revitalization efforts for adjacent areas. Architecturally, the development will meet luxury apartment standards with finishes that complement the College Station community.

This diverse mix of uses is further detailed below.



The figure consists of two site plan diagrams for the College Station redevelopment project. The top diagram is a detailed site plan showing the layout of the development along Church Ave and Boyett St. It includes a 'RETAIL LEASING & ENTRY LOBBY' (4,000 SF), a 'LAW ENFORCEMENT SUBSTATION' (3,500 SF), a 'PUBLIC PLAZA' with 'RESTROOMS' (1,000 SF), a 'HOT RAMP', and a 'TRASH & SERVICE AREA'. It also shows '100 SPACES FOR CITY' (24 on Level 1, 76 on Level 2, 48 on Level 3) and a 'COVERED PLAZA & WAITING AREA'. The bottom diagram is a more detailed plan of the 'MIXED-USE RESIDENTIAL' building, showing a 'POOL TERRACE' (5,500 SF, Level 12) and an 'AMENITY TERRACE' (5,500 SF, Level 12). It also shows a 'PUBLIC PLAZA' and a 'TRASH & SERVICE AREA'. The plans include various other features like 'UTILITY VAULT', 'TRANSFORMERS', 'SCREEN WALL', 'PAVILION', and 'BUILDING OVERHANG (GROUND FLOOR CIRCULATION)'.



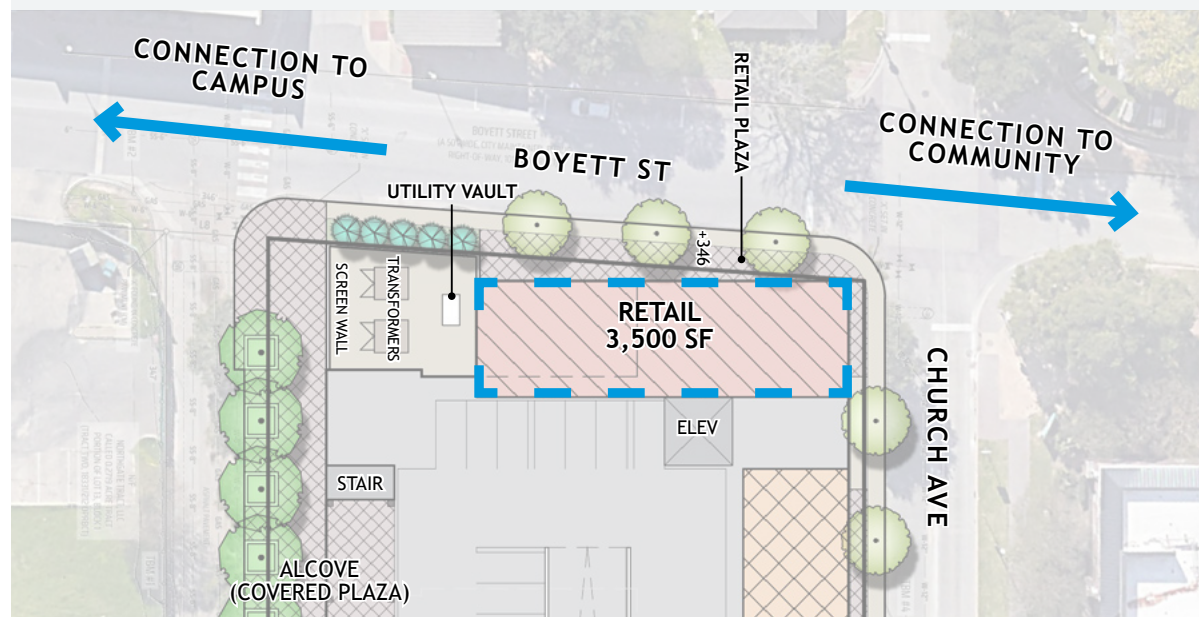
Multi-family Residential:

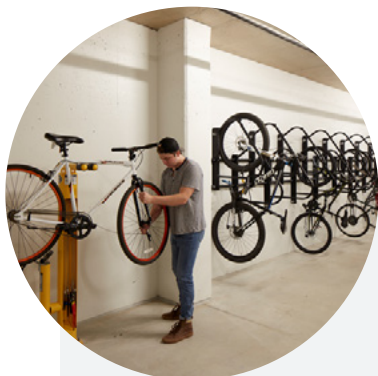
This mixed-use high-rise will combine sophisticated residential spaces with vibrant retail, essential law enforcement infrastructure, and welcoming public areas. The upper-floor residences will offer panoramic views of College Station and the nearby university, providing a serene retreat above the urban bustle. Residents will enjoy luxurious Class A amenities, including elegant clubrooms, lounges, study rooms, secure bike storage, a gaming area, and convenient mail and package reception. The project also features a state-of-the-art fitness center, a communal kitchen, and co-working spaces designed to enhance daily life and foster community. The design seamlessly integrates indoor and outdoor spaces, with multiple terraces and a well-appointed pool area, creating a lush oasis in the heart of the city.



Retail:

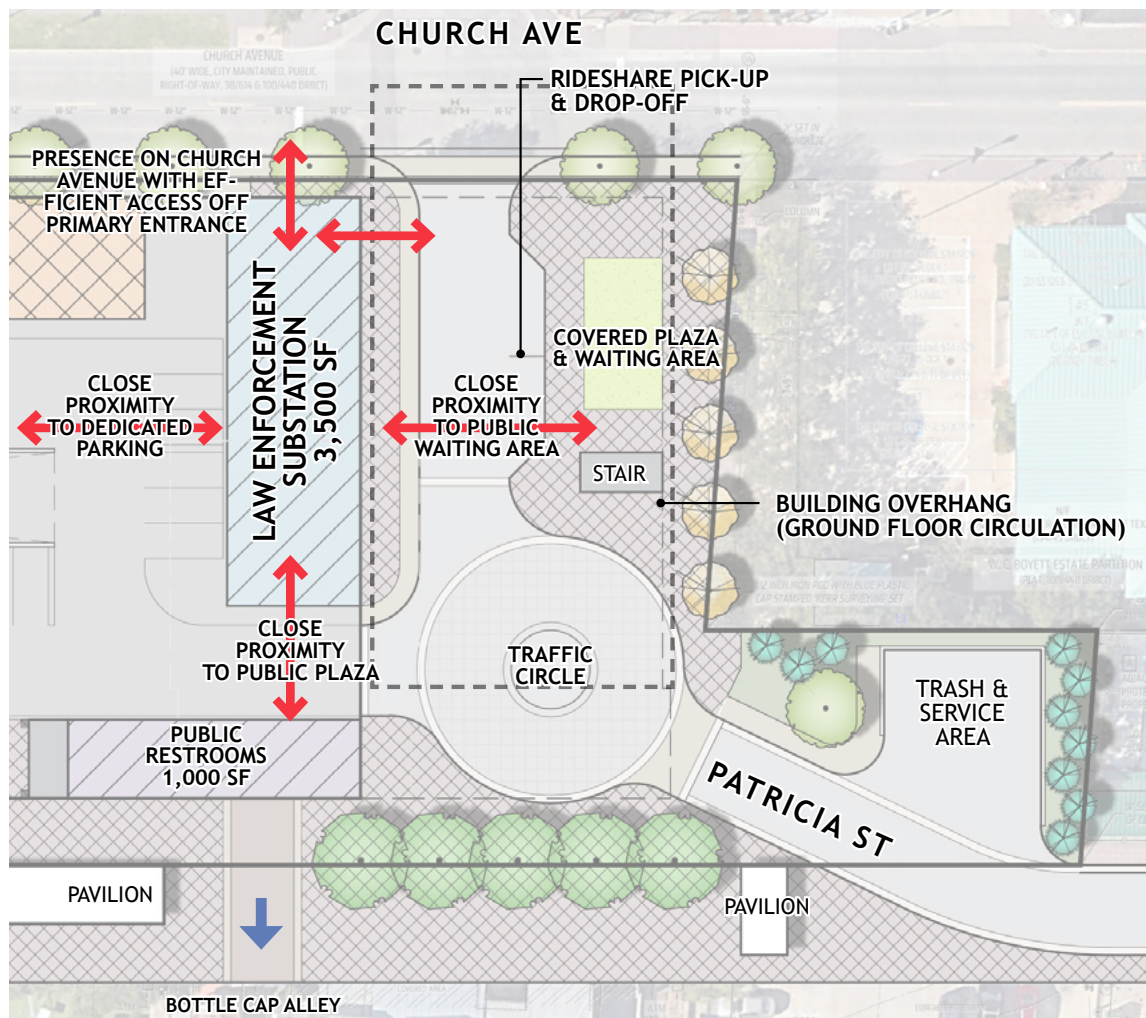
At the corner of Church Avenue and Boyett Street, 3,500 square feet are designated for leasable commercial space to serve neighborhood needs and enhance community vitality. With ample glazing, the space will create a vibrant pedestrian experience, promoting walkability and inviting interaction. This design aims to engage the adjacent community and foster a lively, connected environment.





Substation:

The planned 3,500-5,000 square-foot Law Enforcement Substation will be conveniently located near the parking entry on Church Avenue, providing a noticeable yet balanced presence. The site offers multi-modal access for vehicles, bikes, and pedestrians, with adjacent city parking for added convenience. Integrated with the covered plaza and waiting areas, it will enhance safety for both residents and the community. The design will carefully consider materials, glazing, and entry points, and we are committed to collaborating with the city to address specific needs. We are also open to providing dedicated bike storage & bike repair station for law enforcement. Collaboration with the police administration will be sought during the design phase.





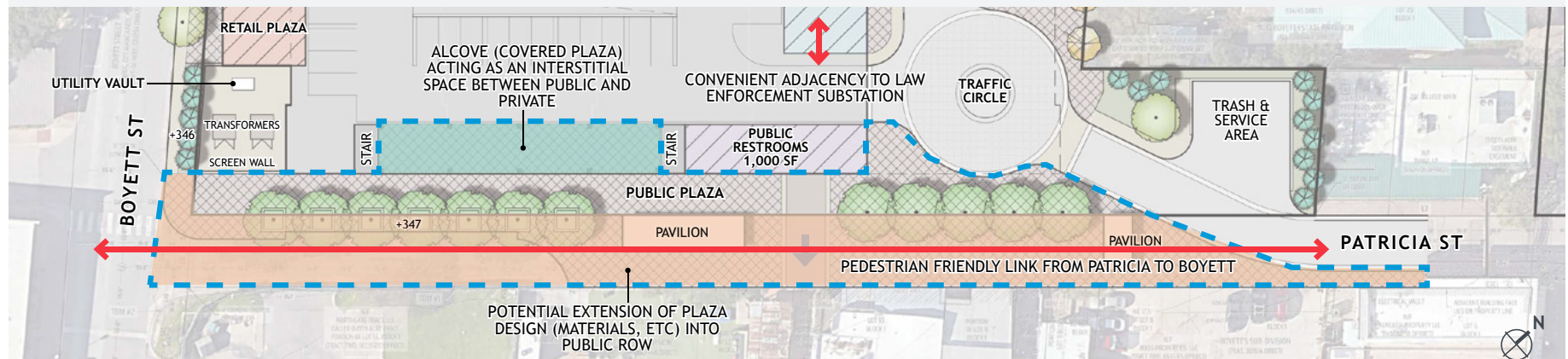
The Back Porch at Northgate

The overall goal for this portion of the development is to achieve results like that of West End Dallas. We aim to provide a space that acts as a springboard for both a greater sense of place and community while also fostering economic growth and densification of the surrounding Northgate district.



Public Plaza and Public Restroom Facilities:

The design includes inviting public plazas and pavilions with comfortable seating, shaded landscaping, and artistic elements to foster social interaction and community within Northgate. The development will enhance the connection between Boyett and Patricia Streets, promoting active public use. We are also open to extending this design into the public right-of-way, in collaboration with the city. Additionally, 1,000 square feet of public restrooms will be conveniently located next to the plaza and pavilion.



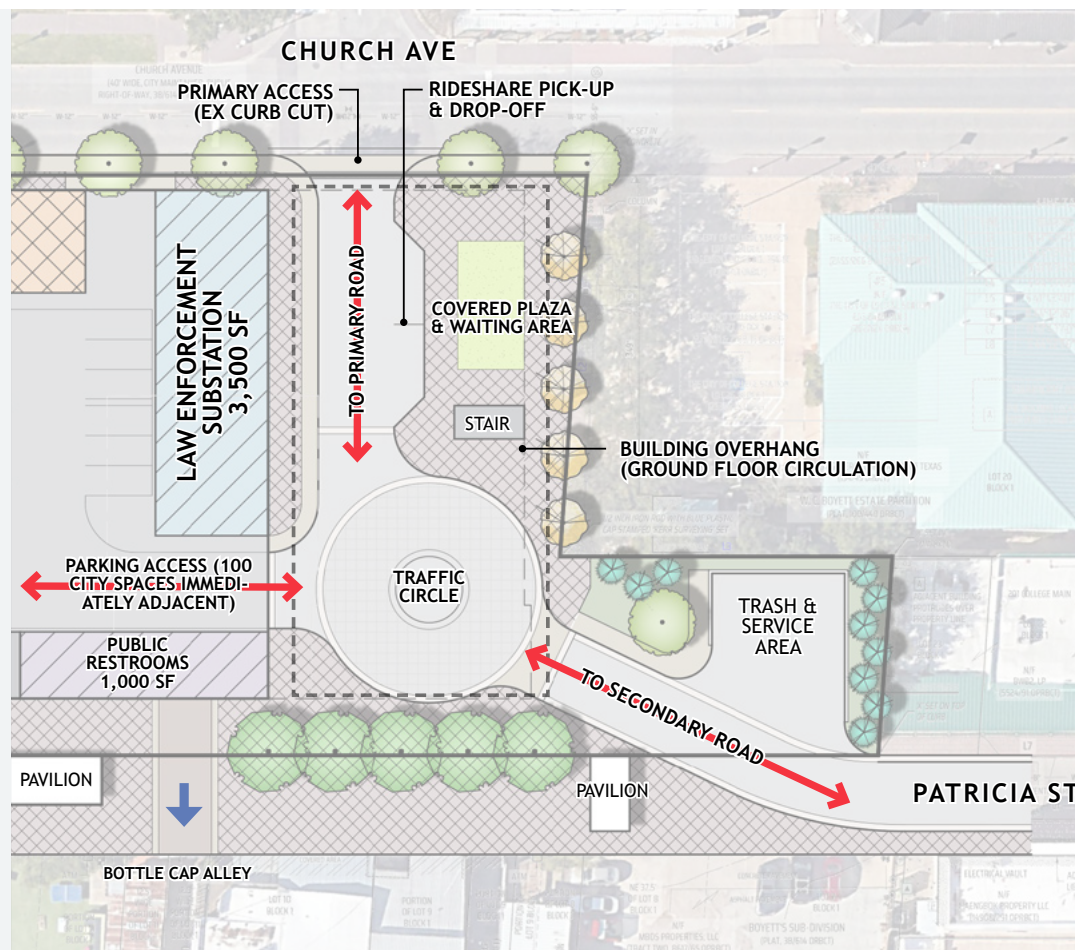


Residential and City Parking:

Parking is strategically placed behind active uses to minimize visibility from Church Avenue, Boyett Street, and Patricia Street, enhancing visual appeal and efficiency. The cast-in-place structure will provide 878 spaces, with a 1.93 space-to-unit ratio, plus 100 spaces for city use near the Law Enforcement Substation and public restrooms. While the parking ratio meets city code, Capstone is open to discussing reductions based on on-site bike storage and public transit access. Given the walkability to Texas A&M, on-site parking is expected to mainly serve as car "storage," with residents likely walking to classes.

Roadway Structure, Traffic Patterns, Refuse Services:

The internal roadway includes a traffic circle that efficiently connects entrances on Church Avenue and Patricia Street, improving circulation and reducing congestion. The plan features a dedicated pull-off for trash and service, along with a covered plaza for rideshare pick-up and drop-off, enhancing security for residents and the community. Trash facilities are discreetly placed yet accessible and appropriately scaled for their functions.



ADDITIONAL GOALS AND FEATURES

Sustainable Design

An additional goal is to adopt a holistic, green approach to design, incorporating sustainable rating systems to maximize natural site qualities and energy savings. The team has a long history of applying sustainable design concepts, including the nation's first LEED-certified multifamily project and the largest LEED Gold certified residential project in California. The design will focus on efficiency and low maintenance, including optimized mechanical and electrical systems, stormwater reuse, and the use of natural materials.

Safe and Efficient Design

Safety features include a fully compliant NFPA-13 sprinkler system, standpipes, two-way communication systems, smoke and fire detectors, peephole entrance doors, exterior lighting, and ground fault interrupters. All doors will be controlled via a centralized keycard access system. Energy efficiency will be prioritized with features such as energy-efficient split-system heat pumps, Energy Star windows, code-compliant insulated walls, and water-saving devices.

The residential units are designed for contemporary living, featuring modern kitchens with energy-saving appliances, open floor plans, walk-in closets, and high-grade finishes. Safety and energy efficiency are also priorities, with a fully compliant sprinkler system, advanced communication systems, and energy-efficient features throughout.

A Place for All Including Affordability

Our final goal is to create a place for all to live, work and play. Capstone's redevelopment plan starts with one goal: to design a mixed-use community where people actually want to spend time. We believe this is the essence of place-making. We believe that designing a project which will further enhance the Northgate neighborhood requires a few key elements: a diversity of uses, an emphasis on walkability, the inclusion of ground floor neighborhood retail, and building safe, comfortable and inspiring public spaces which encourages residents to linger a bit. Comfortable seating, green shaded landscaping, artistic pieces/ murals promote social interactions that over time builds a sense of community and a real neighborhood. We will strive to ensure that a percentage of the units continue to be **affordable**. We will offer many different unit types in order to ensure we have alternatives and are attractive to various stages of life. We expect **professors, young professionals, and students** will want to immerse themselves in this vibrant location.



Project Timeline:

- Feasibility Period – 120 days
- Government Approvals Period – Once Site Plan approval is obtained
- Closing – 60 days following expiration of Government Approvals Period

Estimated Value of the Development:

Based on our preliminary conceptual design we believe our total development cost is approximately \$209,000,000. These improvements consist of the land acquisition, hard and soft cost. This total development budget is inclusive of the multi-family, both private and public parking, the roadway network, refuse services, public bathrooms, and other public improvements.

Stakeholder Responsibilities (Capstone/ City of College Station)

Capstone intends to fund all costs of this redevelopment of the Site. Capstone will buy the property Fee Simple from the City of College Station. Please see Tab D for offer details.

- 100 city parking spaces- Capstone proposes a 50/50 revenue share between Capstone and the city for the on-going revenue stream.
- Law Enforcement Substation - Capstone will pay 100% of these improvements ("substation" or "premises") and will manage the construction of the substation while the residential tower, and other public improvements, are underway. Capstone's proposal assumes the city would lease the police substation for a nominal \$1.00/ per year, but that Capstone retains ownership of the substation improvements. Capstone proposes a perpetual lease in favor of the city of College Station, as long as the premises retain operation as a police substation for the on-going safety and well-being of College Station residents. If at any time the city of College Station non-longer elects to operate a substation on these premises, the city will terminate the leases and the substation will revert back to Capstone to operate the premises as desired (as long as Capstone complies with all city zoning and regulations regarding use of premises in this location).
- Public Plaza - Branded in this proposal on page 30 as **"The Back Porch at Northgate"** - Capstone proposes improving not only this property but the adjacent property located behind the restaurants/ bars. Capstone proposes that the city allow Capstone to access any parkland fees it pays to the city associated with this redevelopment projects, to fund enhancements to the area outside of boundaries of Capstone's land acquisition.

SITE PLAN & RENDERING:



PROJECT LOCATION MAP

301 Patricia St - College Station, TX



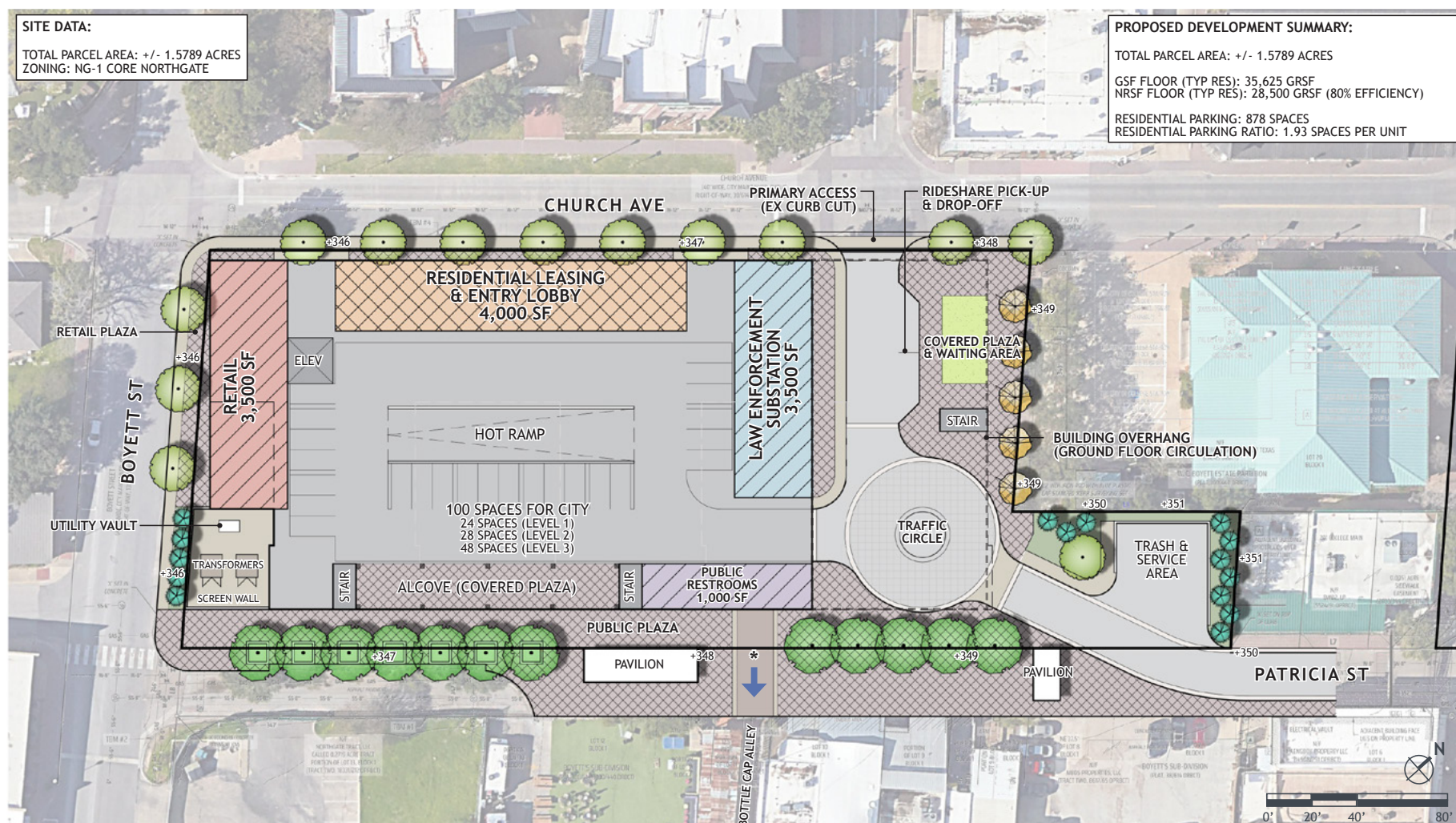
EXISTING CONDITIONS

301 Patricia St - College Station, TX



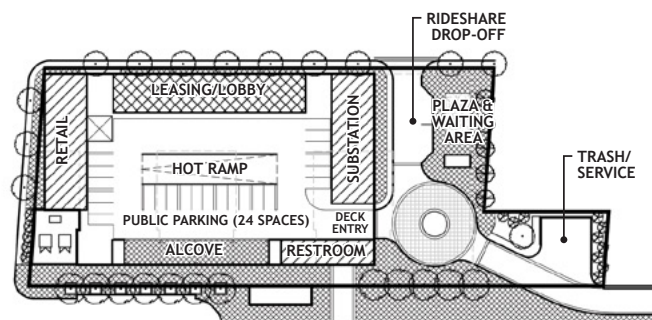
CONCEPTUAL SITE PLAN

301 Patricia St - College Station, TX

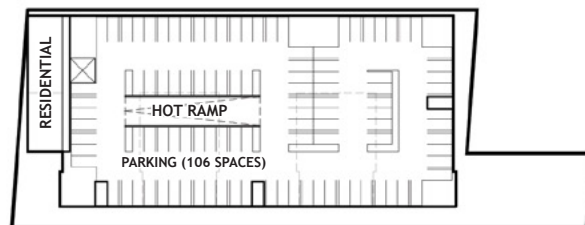


CONCEPTUAL SITE PLAN

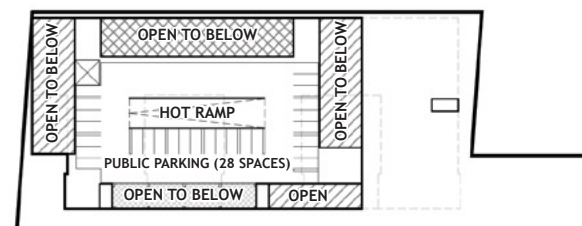
301 Patricia St - College Station, TX

**GROUND LEVEL PODIUM PARKING**

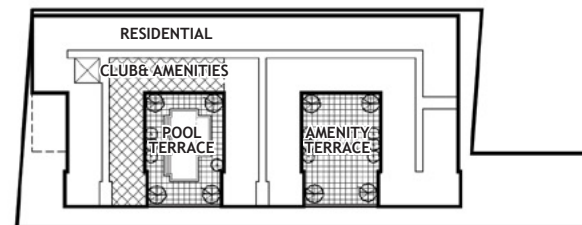
24 PARKING SPACES (DEDICATED TO CITY)
4,000 SF LEASING/LOBBY
3,500 SF RETAIL
3,500 SF LAW ENFORCEMENT SUBSTATION
1,000 SF PUBLIC RESTROOMS

**TYPICAL LEVEL PODIUM PARKING**

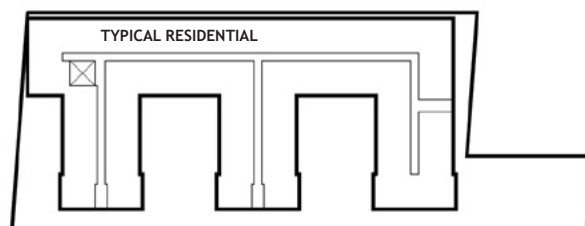
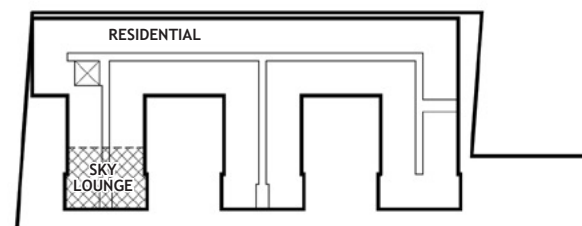
106 RESIDENTIAL PARKING SPACES*
*48 SPACES DEDICATED TO CITY ON LEVEL 3

**SECOND LEVEL PODIUM PARKING**

28 PARKING SPACES (DEDICATED TO CITY)

**TERRACE LEVEL RESIDENTIAL**

5,000 SF CLUB ROOM & FITNESS
5,500 SF POOL TERRACE
5,500 SF AMENITY TERRACE

**TYPICAL LEVEL RESIDENTIAL****ROOFTOP LEVEL RESIDENTIAL**

CONCEPTUAL BUILDING PLANS

301 Patricia St - College Station, TX

TAB D FINANCING

PROJECT FINANCING

Capstone proposes to pay the city of College Station \$13,000,000 (\$13M) for the Property. This price assumes Capstone will be acquiring 1.57 acres. In addition to this land acquisition price, Capstone is prepared to also pay for the following public improvements:

LAND PURCHASE	\$	13,000,000
PUBLIC RESTROOMS	\$	450,000
LAW ENFORCEMENT SUBSTATION	\$	525,000
CITY PARKING - 100 SPACES	\$	3,762,512
TOTAL OFFER	\$	17,737,512

Capstone believes it is important to point out by also paying to build these public improvements above, we believe Capstone's total public investment in this project is approximately \$17.7M (proposed land acquisition price plus the \$13M land acquisition). As developer, Capstone will be responsible for securing all entitlements and project financing. Capstone views the city of College Station as our partner as well as the land seller. As such, Capstone will seek assistance from the city of College Station in a number of ways. Specifically:

1. 100 city parking spaces- Capstone proposes a 50/50 revenue share between Capstone and the city for the on-going revenue stream.
2. Law Enforcement Substation- Capstone will pay 100% of these improvements ("substation" or "premises") and will manage the construction of the substation while the residential tower, and other public improvements, are underway. Capstone's proposal assumes the city would lease the police substation for a nominal \$1.00/ per year, but that Capstone retains ownership of the substation improvements. Capstone proposes a perpetual lease in favor of the city of College Station, as long as the premises retain operation as a police substation for the on-going safety and well-being of College Station residents. If at any time the city of College Station non-longer elects to operate a substation on these premises, the city will terminate the leases and the substation will revert back to Capstone to operate the premises as desired (as long as Capstone complies with all city zoning and regulations regarding use of premises in this location).
3. Public Plaza - Branded in this proposal on page 30 as **"The Back Porch at Northgate"** - Capstone proposes improving not only this property but the adjacent property located behind the restaurants/ bars. Capstone proposes that the city allow Capstone to access any parkland fees it pays to the city associated with this redevelopment projects, to fund enhancements to the area outside of boundaries of Capstone's land acquisition.

Capstone believes in being transparent in both our development & financial metric assumptions. We share the budget below at this initial stage so the city can have a better sense of the breakdown of the hard cost/soft cost & most importantly public improvement cost. We are happy to discuss our financial metric assumptions upon request.

PATRICIA ST. DEVELOPMENT COST

COST SUMMARY

TOTAL LAND COST	\$	13,000,000
DIRECT COSTS	\$	151,221,888
PUBLIC RESTROOMS	\$	450,000
LAW ENFORCEMENT SUBSTATION	\$	525,000
CITY PARKING - 100 SPACES	\$	3,762,512
TOTAL DIRECT CONSTRUCTION COSTS	\$	155,959,400
OTHER SOFT COSTS	\$	35,778,789.47
MUNICIPAL PERMITS AND FEES	\$	3,912,000
PROPERTY TAXES DURING CONSTRUCTION	\$	1,142,968
SOFT COSTS TOTAL	\$	40,833,758
TOTAL DEVELOPMENT COSTS	\$	209,793,158
TOTAL BENEFIT* TO CITY	\$	17,737,512

**Land Proceeds, Public Restrooms, Public Parking & Substation*

PROJECT FINANCIAL CAPITALIZATION STRATEGY

Capstone has a strong-track record of capitalizing and developing diversified multi-family housing and mixed use communities from low density cottage style housing, to mid-rise to high rise projects in both the student and market rate spaces. The key factors to Capstone's success have been strong design, an acute understanding of the financial metrics required to finance projects, strategic management of the entitlement process, diligent construction execution and thoughtful lease-up and on-going property management by our in-house management division.

Because Capstone contracts to acquire land in markets where we understand the market fundamentals, we have a strong track-record of closing on sites that we put under contract. Over the past decade, Capstone has multiple projects throughout the country (see list of projects included below). Please note the local experience as there are three purpose built student projects were completed in College Station, two in San Marcos, and two in Austin TX. In addition, Capstone has closed eleven market rate projects through-out the southeastern United States in the past four years. Due to our success developing numerous student housing projects in the state of Texas, as well as many market rate multi-family projects, we are confident we can execute an equally successful new re-development in Northgate near Texas A & M.

Capstone has over 35 years of development experience, and since 2020 alone, has capitalized more than \$800 million in total development costs and nearly 3,400 units across a mix of student, senior, and multifamily communities all over the country. During that time, Capstone used a number of Senior Debt lenders, including First Horizon, Truist, Fifth Third, Synovus, Cadence Bank, Trustmark, and many others. These senior lenders provided debt between 60% to 70% LTC.

For the remaining equity portion of the capital stack, Capstone has used multiple structures, including traditional JV (waterfall) equity, mezzanine debt, and preferred equity, partnering with large publicly traded REITs, institutional equity, and boutique investment firms. Previous partners include Kayne Anderson, Harrison Street, BlueRock, Capital Solutions, Seminole Financial Services, UC Funds, and Marble Capital.

Capstone has already reached out to our long-standing equity partners to confirm their interest in providing equity for this mixed-use project in College Station. Our equity partners have expressed strong interest in this location and project overall. Capstone will continue to refine its short-list of equity providers during the entitlement, design and engineering phase of the project, prior to closing on the land. Capstone will seek senior debt and the remaining 30-40% will be funded by third-party equity. Our three Principals (John Vawter, Rob Howland, and Ben Walker) provide all the personal guarantees on our bank debt for our projects. See the reference letters on in Tab E (References).

TAB E REFERENCES

CAPSTONE COMMUNITIES PROFESSIONAL REFERENCES

1. Tom Genetti

Managing Director
Berkadia
211 W Main Street
Suite 302 Carmel, IN, 46032
Tom.genetti@berkadia.com
205-403-5545

Capstone has a long standing relationship with Tom Genetti. Tom has worked in commercial real estate lending for 35 year which includes 25 years in CRE bank lending. Currently Tom works for Berkadia where he focuses on Construction & Permanent (Fannie, Freddie, HUD) lending. Tom has worked with Capstone on numerous projects over the years and continues to be an expert in his field.

Notable Capstone Projects:

- Trilith Town Center – 263 Units – 2019
- The Junction College Station – 801 Beds - 2016

2. Leo Karpeles

Senior Vice President
Cadence Bank
2100 Third Avenue North, Suite 1100
Birmingham, AL 35203
leo.karpeles@cadencebank.com
205-327-3855

Leo is the Senior Vice president of Commercial Real Estate Banking at Cadence Bank. Leo is considered one of the premier construction lenders in the commercial real estate industry. Capstone has a long standing relationship with Leo and Cadence and is one of our strongest banking relationships.

Notable Capstone Projects:

- The Flats on University – 825 Beds - 2022
- Inspire Atlanta – 750 Beds – 2021
- The Cottages at Port St. Lucie – 286 Units – 2024

3. David Ryan

Member
Hand Arendall Harrison Sale
dryan@handfirm.com
251-928-6351 (O)

Description of Relationship: David Ryan has been Capstone's legal counsel for over 25 years. David's practice compasses a broad array of transactions, ranging from developments involving real estate to securities offerings to mergers and acquisitions. His practice can generally be grouped into the following categories: real estate; condominiums; ground leases securities; mergers and acquisitions; and professional services representations.

Through-out David's practice, he has closed and has been integrally involved in billions of dollars of transactions, and in doing so has represented developers, borrowers, lenders, equity providers, municipalities and state agencies.

4. **Timothy S. Bradley**

TSB Capital Advisors
2231 East Camelback Road
Suite 215
Phoenix, AZ 85016
610-283-1264 (M)
tbradley@tsbca.com

Tim Works with Capstone on the front end capitalization of developments as well as during a sale process. Tim's relationship with Capstone dates back to 2009. Tim Bradley is the founder of TSB Capital Advisors, a principal of TSB Realty and one of the leading experts in the student housing market. Student Housing Business magazine annually ranks Mr. Bradley among its "Industry Titans" and he's been featured in National Real Estate Investor magazine, at the Interface Student Housing Conference, and at the National Multifamily Housing Council Student Housing Conference and Expo.

Notable Capstone Projects:

- The Flats on University – 825 Beds - 2022
- Inspire Atlanta – 750 Beds - 2021
- The Legacy on Rio – 561 Beds - 2021

5. **Rusty Teeter**

Senior Pastor
Berkeley United Methodist Church
rusty@berkeleyumc.org
512-447-6633

While serving as Pastor for The Wesley Foundation of Texas, Rusty Teeter was Capstone's primary contact as the land owner of property Capstone developed as a purpose built student housing project called Inspire on 22nd, near The University of Texas (www.liveatinspiretx.com). Capstone partnered with the Wesley Foundation to re-develop their 15,000 square foot lot located at 22nd and Nueces in Austin, TX into a 440 bed, 22-story project. By structuring a 99-year ground lease rather than a fee simple purchase of the land, Capstone and The Wesley Foundation effectively became development partners. Because Wesley's mission is to provide ministry services to University of Texas students, Wesley did not want to vacate their operations at this location and relocate a considerably greater distance away from the UT campus. Their requirement in this transaction was to remain on-site. Capstone proposed a solution whereby Capstone located and leased a temporary space for Wesley's so they could continue their operations un-impacted during Capstone's 24-month construction. Capstone then re-built both administrative offices and worship space back into the newly constructed student housing tower. By agreeing to make ground-lease payments for 99 years to this non-profit religious entity, Wesley gained financial security to fund its operations long-term knowing it could remain in its location near the campus in new space funded by Capstone. The reference letter provide by Rusty Teeter on p xx of this proposal, speaks to Capstone's commitment to the projects we develop.

Notable Projects: Inspire on 22nd - 440 beds 2019



Berkeley United Methodist Church

2407 BERKELEY AVENUE
AUSTIN, TEXAS 78745

Phone: (512) 447-6633

August 9, 2024

Ms. Amanda Wallis
Ms. Angie Rawie
EVP, Development
Capstone Communities
431 Office Park Drive
Birmingham, AL 35223

Re: Capstone Communities Reference

Dear Amanda and Angie:

On behalf of the Wesley Foundation, and in my role as Executive Director (from 1998-2020 and during the 4 years of the project referenced below), I would like to offer this letter of support for Capstone Collegiate Communities. The Austin-based Wesley team worked closely with you both as well as the entire Capstone team for over 4 years as we partnered to develop a mixed-use project near The University of Texas. Wesley selected Capstone over a number of national and Austin-based student housing developers because we believed you both had the capability to develop this complicated project on our existing land of 14,000 sf of the urban environment of West Campus. Many options were presented but the financial structure allowed for the Wesley Foundation to maintain ownership of its land and receive on going ground lease payments for the next 99 years. A 2-unit condominium was created which allowed for completely separate operations on an ongoing basis for both the Wesley Foundation as well as the residential units. The design that was completed included a 22-story concrete high-rise (129 units, 439 beds), underground parking, amenity space for the residential units including a rooftop pool, as well as offices, amenities, and a worship space for the Wesley Foundation. In addition to the tight site constraints, Wesley's requirements included:

- Demolition of the existing apartment/ office improvements and replacement of Wesley's existing 3,000 sf office, ministry and meeting space;
- Construction of an additional new approx. 7,000 square feet of various office and amenity uses, ministry space, along with another 3,000 square foot worship space to be fitted-out to accommodate musical performances within the building;
- Relocation of Wesley's operations for the 24-month construction duration;

- Structuring of a 99-year ground lease to provide a long-term income stream to Wesley, as opposed to a fee-simple land sale to Capstone;
- Coordination of all interest to ensure both the Capstone and Wesley needs were fulfilled

Based on this inherently complicated site, programmatic needs that included joint-use of the building as student housing and Wesley's headquarters, and the fact that Wesley had limited financial resources to relocate and fund the build-out of our new space, the decision of selecting the development team that would be the best fit for Wesley was very important to the Wesley Board.

In retrospect now that the project is completed, Amanda Wallis demonstrated key leadership over the overall strategy and implementation of this entire project. She led the charge from beginning to end including financial structure, design, and implementation of the entire project. She put together a team of architects, engineers, general contractors, entitlement consultants, legal counsel and financial partners. Issues of restrictive covenants, underground utility challenges, market supply conditions and a tight construction/ delivery schedule have been only some of the challenges Capstone had to navigate on this project. Angie's diligent efforts to identify this opportunity as a good fit for Capstone and her perseverance to promote Capstone's ability to rise to the challenge and perform, ensured Capstone would have every opportunity to be well-received by the Wesley Board. Throughout this process, Amanda and her Capstone team communicated openly and effectively with the Wesley team, and brought-forth solutions when unforeseen challenges presented themselves. Overall, Capstone has been a collaborative and steady partner. For these reasons, I heartedly recommend Amanda Wallis and Angie Rawie along with the entire Capstone team to other religious affiliated organizations, non-profits and other groups seeking honest, creative, well-capitalized development partners in the future. We are confident that Capstone can deliver other high-quality student and market rate housing projects that will also provide supportive on-site professional management to students and professionals that may choose to reside in their residential communities.

Amanda and Angie, you offered a creative solution of the underlying financial structure, listened to all of our needs and ensured a successful implementation. Simply put, I think your stewardship of this mixed-use project from inception through lease-up was admirable. As a faith-based organization, I appreciated the way the Capstone team was open to and aware of the values and essentials of that aspect of our organization and project. They were willing to listen, plan, and make adjustments with us as we would articulate these values. If other groups may be considering partnering with you both, and the entire Capstone team, please do not hesitate to have them reach out if they would like to discuss your capabilities in more detail.

Sincerely,



Rev. Rusty Teeter,
Lead Pastor

Acacia Building Association, Inc.

A Texas Corporation

August 9, 2024

RE: Capstone Communities
431 Office Park Drive
Birmingham, AL 35223

To Whom It May Concern:

On behalf of myself, the Acacia Building Association, Inc., and Texas Acacia Fraternity this letter is to express our appreciation and commendation for the outstanding partnership between Capstone and Acacia. Acacia has a long (over 100 years) history at The University of Texas at Austin but several years ago was facing a problem common to many campus organizations across the country – namely owning and operating a property that had become too valuable and costly for its current use. The solution was a redevelopment into a shared use for related campus purposes. We believe we were very fortunate to have found Capstone, who immediately recognized the value such a redevelopment would be to all parties. As a result of this partnership, Acacia's home is now secured for almost another 100 years.

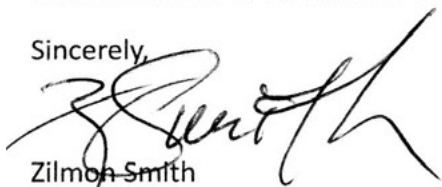
The redevelopment is a two-unit condominium building on a long-term ground lease of the land. Unit one contains student housing residential units and unit two is a student organization unit of almost 7,000 square feet which contains a library, kitchen and serving area, TV room and meeting rooms with state-of-the-art audio-visual equipment, which is owned and occupied by Acacia Fraternity. The unit is secured by a high-tech access control and camera system. The Acacia Building Association, Inc. remains the owner of the land beneath the building.

Further, the outstanding leadership provided for this project by Amanda Wallis and Angie Rawie led to successful completion even through the Covid pandemic. Exceptional communication, transparency, and inclusion of Acacia in the design and planning of the project kept everyone involved informed and engaged throughout the entire development process – a period of almost five years. The Capstone team understood Acacia's unique needs from the beginning and advocated for their vision throughout the design process. If Capstone said they would do something, they did.

We would highly recommend Amanda, Angie and the entire Capstone team for any similar project. It was our pleasure to work with them on this project and unlike what might be typical of this type arrangement, we remain in contact as friends to this day.

Please feel free to contact the writer below with any additional questions.

Sincerely,



Zilmon Smith
Project Manager for
Texas Acacia Redevelopment Project
512 636-8788
zsmithatx@gmail.com

August 15, 2024

City of College Station
1101 Texas Avenue
College Station, TX 77840

Re: College Station Redevelopment Project

Dear City of College Station:

We are pleased to provide our support to the proposed Capstone Communities ("C3") for the College Station redevelopment near Texas A & M University.

For almost fifteen years, TSB Capital Advisors has provided debt and joint venture equity consultation to Capstone Communities ("C3") for numerous development opportunities throughout the country. Capstone Communities is a leader in the student housing industry developing properties that range from cottage style projects to high-rise projects, with a strength in building a strong design and construction team when building urban in-fill projects. While the physical construction type may differ from one project to the next, the quality of development, construction and management provided by C3 is top of the market.

TSB Capital Advisors is the national leader in student housing real estate advisory services, and has offices in Phoenix, AZ (headquarters), Paoli, Pennsylvania, and Dallas, TX. Since its creation in 2009, TSB Capital Advisors has helped close more than \$65 billion in student housing and multifamily transactions.

TSB Capital Advisors has worked on multiple successful student housing financing mandates in the College Station, TX market recently, including The Rev, The Otto, and 12 North. In addition, TSB Capital Advisors was the consultant for Blackstone and Greystar on the privatizations of American Campus Communities and Education Realty Trust.

If I can answer any questions or provide any further information relative to the financing options of this project, and/or C3's ability to perform as developer of this important project for College Station, please do not hesitate to contact me at any time. I look forward to working together on this development.

Sincerely,



Timothy S. Bradley, Principal
TSB Capital Advisors, LLC



August 16, 2024

Re: College Station Redevelopment Project

Dear City of College Station,

I am writing at the request of Capstone Communities for the 301 Patricia Street development near Texas A&M University.

Capstone specializes in the development, construction and management of high-quality, off-campus student housing developments in close proximity to major colleges and universities across the country. Capstone's portfolio features 58 communities developed with more than \$1.8bn in project costs. They are a leader in the student housing industry.

Trustmark National Bank has had a relationship with Capstone since 2019. Trustmark has helped finance over \$77MM in debt with capstone among four projects with all loans and projects performing. Trustmark considers Capstone to be a top-tier client. We have found Capstone to be a professional, well-managed company with a great deal of experience with projects of various magnitudes and scope.

If I can answer any questions or provide any further information regarding Capstones' ability to perform as a developer, please do not hesitate to contact me at any time.

Thank you,

A handwritten signature in blue ink that reads 'Brian Jones'.

Brian R. Jones
Vice President
Commercial Real Estate
Trustmark National Bank
420 20th N, Suite 2000
Birmingham, AL 35203
(o) 205-995-4611 (c) 205-368-9683
Brian_Jones@trustmark.com



August 15, 2024

Re: College Station Redevelopment Project

Dear City of College Station,

I am writing at the request of Capstone Communities for the 301 Patricia Street development near Texas A&M University.

Capstone specializes in the development, construction and management of high-quality, off-campus student housing developments in close proximity to major colleges and universities across the country. Capstone's portfolio features 58 communities developed with more than \$1.8 billion in project costs.

Cadence has had a relationship with Capstone since 2015. Cadence has helped finance over \$300 million in debt with Capstone among 7 projects with all loans and projects performing as agreed. We have found Capstone to be a professional, well-managed company with a great deal of experience with projects of various magnitudes and scope.

If I can answer any questions or provide any further information regarding Capstones' ability to perform as a developer, please do not hesitate to contact me at any time.

Sincerely,

Leo Karpeles

Senior Vice President, Commercial Real Estate Banking

Cadence Bank

2100 Third Avenue North, Suite 1100

Birmingham, AL 35203

O. 205-327-3855

C. 205-381-8009



Seminole Financial Services, LLC
455 N. Indian Rocks Road
Belleair Bluffs, FL 33770
727-331-8444

August 19, 2024

Re: College Station Development Project

Dear City of College Station,

I am writing at the request of Capstone Communities for the 301 Patricia Street development near Texas A&M University.

Capstone specializes in the development, construction and management of high-quality, off-campus student housing developments in close proximity to major colleges and universities across the country. Capstone's portfolio features 58 communities developed with more than \$1.8 billion in project costs.

Seminole Financial Services has had a relationship with Capstone since the mid-1990s. Over the nearly 30 year relationship between the two firms Seminole has provided capital for dozens of projects involving Capstone.

If I can answer any questions or provide further information regarding Capstone's ability to perform as a developer, please do not hesitate to contact me at any time at TFetter@SeminoleFS.com or 1-727-331-8442.

Sincerely,

Timothy S. Fetter
Co-CEO

August 21, 2024

Re: College Station Development Project

Dear City of College Station,

I am writing at the request of Capstone Communities for the 301 Patricia Street development near Texas A&M University.

Capstone specializes in the development, construction and management of high-quality, off-campus student housing developments in close proximity to major colleges and universities across the country. Capstone's portfolio features 58 communities developed with more than \$1.8 billion in project costs.

Marble Capital has had a relationship with Capstone since 2020. Since that time Marble has worked with Capstone on 3 projects and provided nearly 50 million dollars in equity. Capstone and Marble continue to work together on their current projects as well as reviewing potential future opportunities.

Additionally, I am a former student (class of 2013) and take great pride in our university, so I would only support a group like Capstone when it comes to building housing for future aggies to come.

If I can answer any questions or provide any further information regarding Capstones' ability to perform as a developer, please do not hesitate to contact me at any time.

Sincerely,


Carson McDaniel
President of Marble Capital

August 21, 2024

Re: College Station Development Project

Dear City of College Station,

I am writing at the request of Capstone Communities for the 301 Patricia Street development near Texas A&M University.

Capstone specializes in the development, construction and management of high-quality, off-campus student housing developments in close proximity to major colleges and universities across the country. Capstone's portfolio features 58 communities developed with more than \$1.8 billion in project costs.

Marble Capital has had a relationship with Capstone since 2020. Since that time Marble has worked with Capstone on three projects and provided nearly \$50 million dollars in equity. Capstone and Marble Capital continue to work together on their current projects as well as reviewing potential future opportunities.

Additionally, I am a former student (Class of 2013) and take great pride in our university, so I would only support a group like Capstone when it comes to building housing for future aggies to come.

If I can answer any questions or provide any further information regarding Capstones' ability to perform as a developer, please do not hesitate to contact me at any time.

Sincerely,



Carson McDaniel
President
Marble Capital, LP
713-814-4999
cmcdaniel@marblecapitallp.com

TAB F COMPLETED CERTIFICATIONS



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

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

ADDENDUM NO. #1
RFP NO. #20-073

Date: July 23, 2024

To: All Interested Parties

From: Brandi Whittenton, Buyer II

Re: **RFP (Bid) 20-073 Real Property Sealed Bids for the Purchase and Redevelopment of a Portion or All of 301 Patricia Street**

The following information related to Request for Proposal No. #24-073 is hereby made a part of the RFP Documents for the above referenced project as fully and as completely as though the same were included therein.

Vendor Question and Answer

1. Could you please provide the survey for both Tract 1 & 2 at 301 Patricia Street. A pdf or dwg file would be acceptable. The file that was included within the RFP was compressed and descaled.

Answer: Parking Exhibit with One Acre lot attached to this addendum.

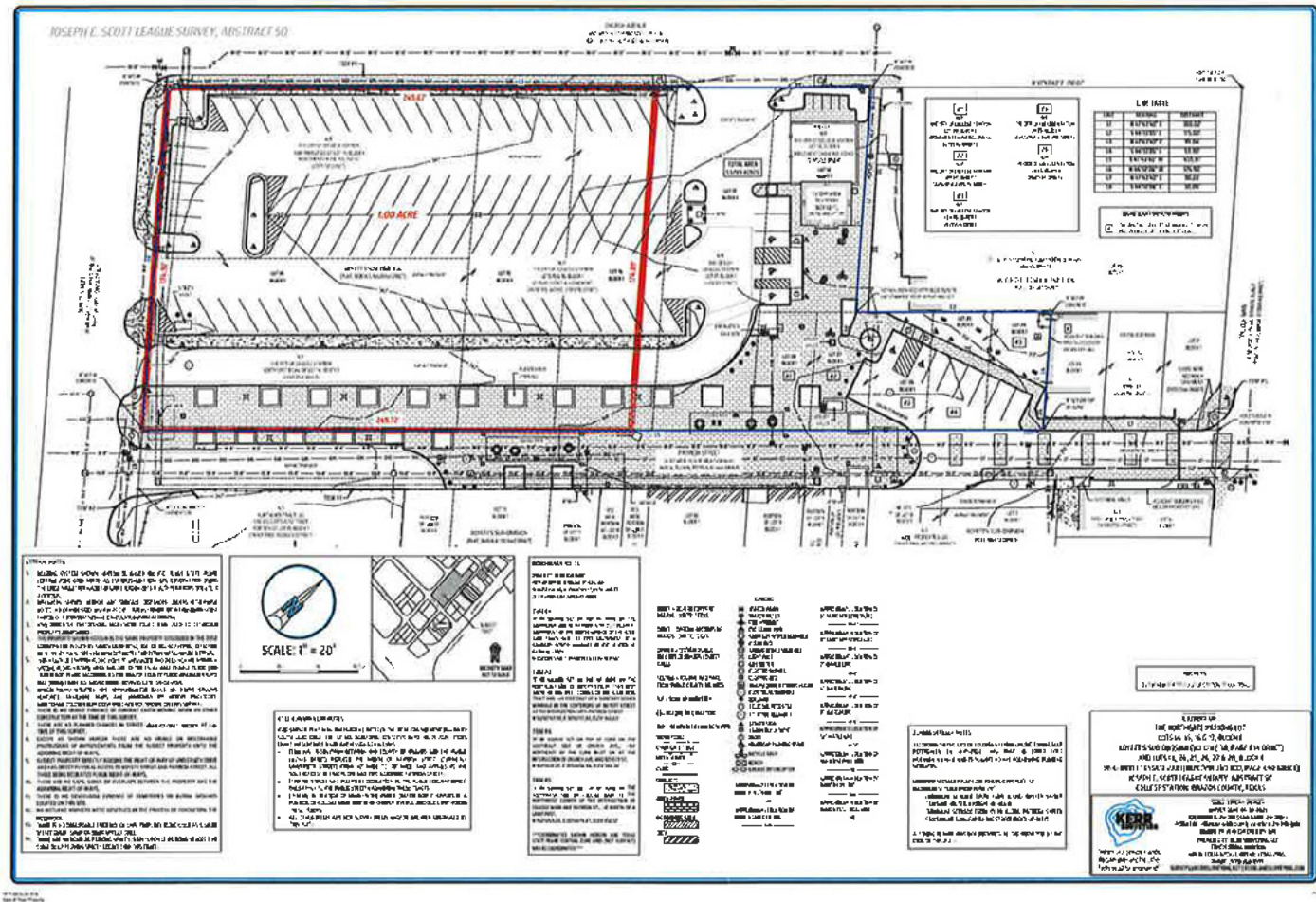
Please acknowledge receipt of this addendum with signature and date and return with completed proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of this Addendum No. #24-073 is hereby acknowledged

Authorized Signature

Capstone Communities
Company Name

8/14/24
Date





CITY OF COLLEGE STATION

Home of Texas A&M University®

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

ADDENDUM NO. 2 RFP NO. 20-073

Date: 8/13/2024

To: All Interested Parties

From: Alan Degelman, Buyer II

Re: **RFP (Bid) 20-073 Real Property Sealed Bids for the Purchase and Redevelopment of a Portion or All of 301 Patricia Street**

The following information related to Request for Proposal No. 24-073 is hereby made a part of the RFP Documents for the above referenced project as fully and as completely as though the same were included therein.

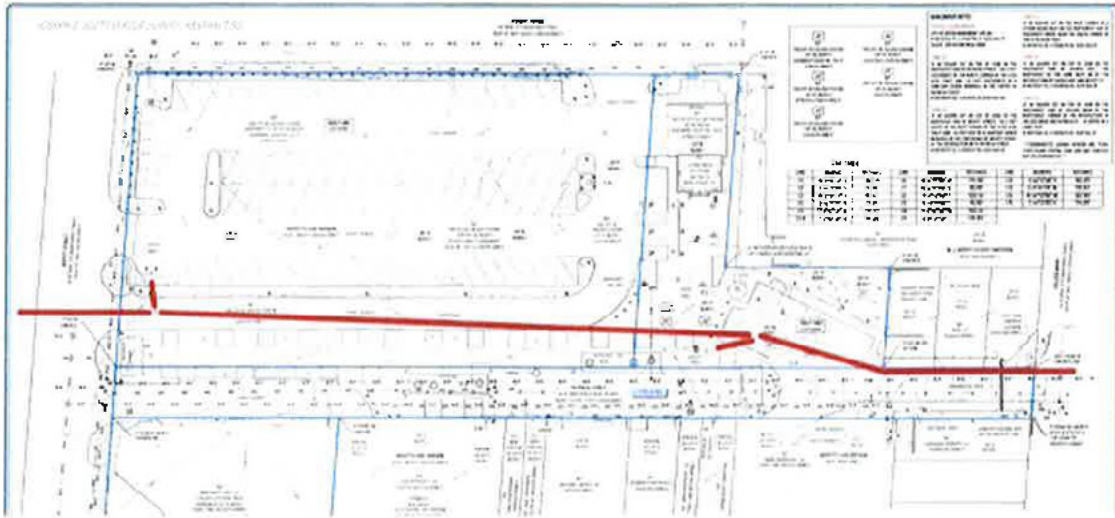
Vendor Question and Answer

1. **Question:** Will the City please advise what planned utility easements will be required of this developer to dedicate with the redevelopment?

Answer: Unless rerouted off of the Property, utility easements would be needed for all utilities located on the Property that are servicing other properties, including the Remaining Property, if not part of the proposed development. Additional easements may be needed for the specific development that is proposed, however, those would not be known until the development is proposed.

2. **Question:** Can the City provide the location of the electrical underground transmission line that will be required to be rerouted for the project? It does NOT appear to be shown on the survey that you provided. Can it even be rerouted on adjacent streets outside of this area? If it is possible to re-route, pls provide approximate pricing/budgeting for this.

Answer: The approximate location of the existing distribution line (not transmission line) is indicated on the map below.



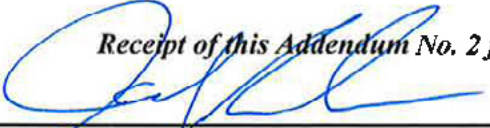
Rerouting is possible but no official plans or costs have been determined as it would be development specific. All activities and costs to reroute the distribution line would be the responsibility of the respondent.

3. **Question:** A retail component is required in NG-1. Can / Will the Police Substation count as the retail tenant?

Answer: A retail component is not required in NG-1.

Per Section 5.8.B.2.a.1 – Buildings with frontage on Church Avenue, University Drive, College Main, Boyett Street from University Drive to Church Avenue, and Nagle Street from University Drive to Church Avenue shall not have parking, fraternal lodge, or residential uses on the ground floor. These uses shall be allowed on the ground floor if they are completely located behind a commercial use that meets all other requirements of this UDO. The police substation is considered a government facility and would be allowed on the ground floor.

Please acknowledge receipt of this addendum with signature and date and return with completed proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of this Addendum No. 2 for 24-073 is hereby acknowledged,


Authorized Signature
Capstone Communities

Company Name
8/14/24

Date

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this Real Estate 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 before the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Real Estate Contract, unless an alternative contract is negotiated.

Signed By: Amanda Wallis Title: EVP

Typed Name: Amanda Wallis Company Name: Capstone Collegiate Communities

Phone No.: 205-612-1107 Fax No.: _____

Email: AWallis@capstonemail.com

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: 431 Office Park Drive Birmingham AL 35223
P.O. Box or Street City State Zip

Federal Tax ID No.: 45-3600200

DUNS No.: _____

Date: 8/14/2024

END OF BID # 24-073

TAB G CONCLUSION



CONCLUSION



Capstone’s redevelopment plan starts with one goal: to design a mixed-use community where people actually want to spend time. We believe this is the essence of place-making. We believe that designing a project which will further enhance the Northgate neighborhood requires a few key elements: a diversity of uses, an emphasis on walkability, the inclusion of ground floor neighborhood retail, and building safe, comfortable and inspiring public spaces which encourages residents to linger a bit.

Our team believes our proposal will best meet the city’s goals by not only providing a world-class residential tower to house the greater College Station community, but it will enhance the Northgate area as the premier residential community in College Station. Furthermore, Capstone’s proposed public benefits and amenities will be provided at no cost to the city and its tax-payers. We believe our Proposal is a win-win proposition for College Station and we hope to be afforded the opportunity to partner with the city to redevelop the Patricia Street site into a vibrant mixed-use community for College Station.

TAB H APPENDIX

CAPSTONE
COLLEGIATE
COMMUNITIES,
LLC

CAPSTONE COLLEGIATE COMMUNITIES, LLC

INSPIRE ON 22ND AUSTIN, TX

Delivery Date
August 2019

Size of Project
129 Units | 439 Beds

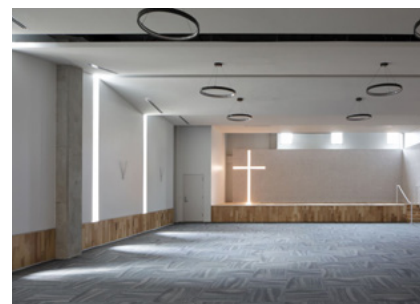
Construction Type
Concrete with subterranean
concrete parking garages

Financial Structure
Conventional Debt & Equity

Architect
Rhode Partners

General Contractor
HOAR Construction

Developer
Capstone Collegiate
Communities, LLC



Inspire on 22nd is a high-density, mixed use development that will sit on an approximately 14,000 square foot of land in a walk-to-campus site just two tenths of a mile from The University of Texas in Austin, Texas. Inspire has 129 units and 439 beds in an 18 story tower at the corner of W 22nd Street and Nueces Street in the desired West Campus area of Austin.

Inspire on 22nd includes the student housing component as well as office, recreation, and worship space for The Wesley Foundation. Parking is comprised of four levels of subterranean parking and service both components of the development. The parking is a mix of traditional spaces, compact spaces and Car-to-Go spaces with dedicated spaces for The Wesley Foundation. Amenity spaces include the clubhouse on the second floor and a rooftop amenity space that features a resort style spa and pool and many other amenities.

Rhode Partners, a local firm in Austin, served as the architect and HOAR Construction was the general contractor via a design build contract. HOAR is headquartered in Birmingham, Alabama although their local Austin office led the construction efforts. Construction began in the Summer of 2017 completed delivery in August 2019. The building displays a sleek and modern exterior with metal panels and EIFS skin.

Inspire is highly amenitized. The clubhouse is the hub of activity allowing everyone to live, play, and relax together. A fully equipped study room, fitness facility, dog park and resort style pool are just a few of the amenities.

LEGACY ON RIO

AUSTIN, TX

Delivery Date
August 2021

Size of Project
146 Units | 558 Beds

Construction Type
Concrete

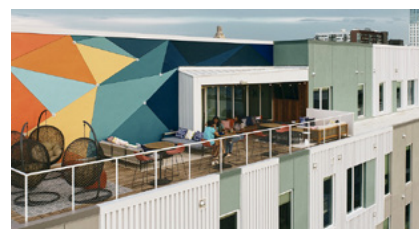
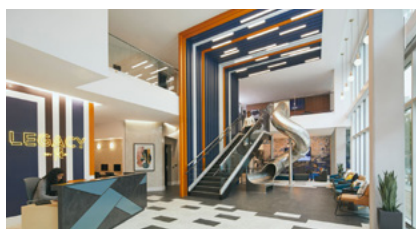
Financial Structure
Conventional Debt & Equity

Architect
Rhode Partners

General Contractor
Oden Hughes and Taylor

Developer
Capstone Collegiate Communities, LLC

CAPSTONE COLLEGIATE COMMUNITIES, LLC



Legacy on Rio is a medium-density development that will sit on an approximately 37,361 square feet of assembled land in a walk-to-campus site just three-tenths of a mile from The University of Texas in Austin, Texas ("UT"). Legacy on Rio will have 146 units and 558 beds in a seven-story tower between Salado and Rio Grande Streets just north of 26th Street in the desired West Campus area of Austin.

This development will include the student housing component as well as office and recreation space for the Acacia Fraternity at UT. The Acacia Fraternity space will be a location for studying, gathering, and supporting the alumni and future fraternity members. Included in the program are spaces for meeting in large and small groups with a catering kitchen for larger events on the ground floor. The Acacia Fraternity and Capstone creatively agreed to a 99-year ground lease with Acaia as the owner and Capstone as the lessee. Under this structure, Acaia's need for space was met while also providing a steady stream of income for years to come.

Parking will be comprised of two levels of subterranean parking while servicing both components of the development. The parking will be a mix of traditional spaces, compact spaces and car-sharing spaces with dedicated spots for the Acacia Fraternity. Amenity spaces will include a multi-functional courtyard space and a clubhouse on the ground floor.

Ultimately, the site amenities and proximity to campus are what will truly set Legacy on Rio apart. The clubhouse will have a number of luxury amenities including a state-of-the-art fitness center, entertainment area with big-screen TVs, plus private and group study areas with access to a computer and printer lab. The clubhouse and additional active amenity areas will allow everyone to live, play, study, and relax together in the best amenity package the Austin market has to offer.

Capstone is once again contracted with Rhode Partners as the architect, who was also the architect on Capstone's Inspire on 22nd development set to deliver in Fall of 2019. Capstone partnered with Oden Hughes Taylor Construction as the General Contractor for Legacy on Rio who has ample experience in the state of Texas. Construction of Legacy on Rio began at the end of 2019 and completed in August of 2021.



CAPSTONE COLLEGIATE COMMUNITIES, LLC

TOWN AT TRILITH FAYETTEVILLE, GA

Use(s) of facilities

Residential, Hotel, Recreation,
Office, Retail, Dining, Wellness,

Size

750 Homes
600 Apartment Units
300 Hotel Rooms
118 acres green space
500,000 SF Commercial Space
(Office, Retail, Wellness,
Restaurant)
15 miles walkable paths

Cost

Premier Lofts at Trilith
\$50.8M Total

Schedule

Phased Delivery
- Single Family Residential 2018+
- Apartments/Lofts: 2021
- Hotel: 2024
- Entertainment: 2025
- Office: 2019+
- Retail/Dining: 2019+
- Wellness: 2019

Transaction Structure

Conventional Debt & Equity

Reference 1

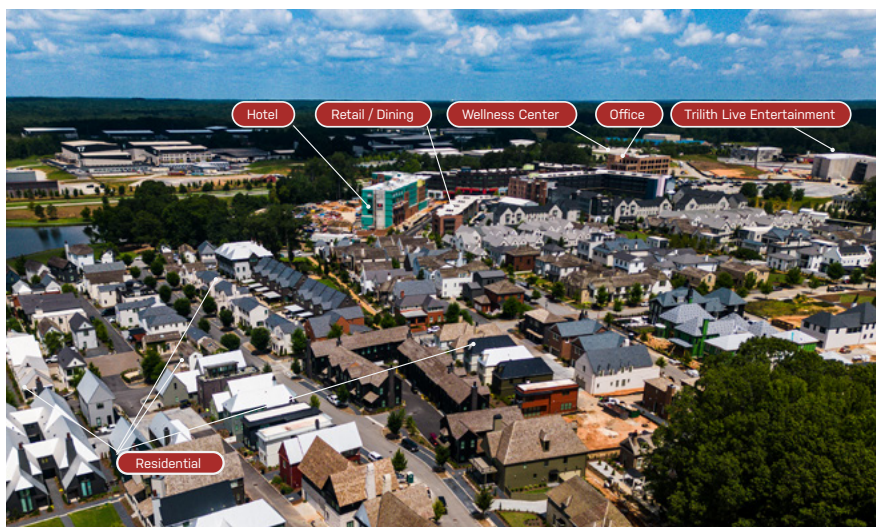
Louis Nequette, AIA
Nequette Architecture & Design
(205) 329-7001
louis@Nequette.com

Reference 2

Rob Parker, President
Trilith Development
Rob@Trilith.com
(770) 617-1796

Reference 3

Bill Lynch, Principal
Pace Lynch Realty
bill.lynch@pacelynch.com
(312) 513-2350



First announced by Chick-Fil-A CEO Dan Cathy and partners in July 2016, the 234 acre Town of Trilith is currently developing in to a premier live, work, play community directly across the street from Trilith Studios in Fayette County. Envisioned as a community for storytellers, artisans, and creatives, Trilith will be home to over 4,000 residents. The sustainably designed development will include 750 homes, 600 apartments, 300 hotel rooms, 118 acres of green space, and 500,000 sqft of commercial and space connected by 15 miles of walkable pathways. At the heart of Trilith is the commercial district composed of office, curated retail, wellness and restaurant space. Situated around three acres of multifunctional green space, the commercial district is activated with festivals, events, and gathering areas that fuse public spaces, specialty retail and workspace together.

After a competitive RFP process, Capstone was selected in 2017 to develop three blocks of the commercial district incorporating 37,000 sqft of retail, 263 apartments, a parking structure and clubhouse. Using our in-house construction company, CBI Construction Services, Capstone completed construction in 2022. Current retail offerings at Trilith consist of eleven restaurants and fourteen neighborhood scale retail stores. One of the first amenities developed at Trilith was the 60,000 sqft Piedmont Wellness Center featuring a six lane lap pool, therapy pool, multiple fitness studios, gaming component, spin room, and 18,000 sqft of wellness space. Earlier this year Trilith opened its first hotel, the Trilith Guesthouse, which includes 193 guest rooms and 36 apartment style units for extended stay. The hotel is part of Marriott's Tribute Portfolio. Currently under construction and scheduled to open in 2025 is Trilith Live, an entertainment venue which includes an 2,200 seat auditorium, two live audience television stages, a luxury cinema, an indoor atrium, an outdoor plaza and 120,000 sqft of creative office space, food court and retail shops.

CAPSTONE COLLEGIATE COMMUNITIES, LLC

INSPIRE ATLANTA ATLANTA, GA

Delivery Date
2021

Size of Project
239 Units | 750 Beds

Construction Type
Concrete

Financial Structure
Conventional Debt & Equity

Architect
Niles Bolton Associates

General Contractor
HOAR Construction

Developer
Capstone Collegiate
Communities, LLC



Inspire Atlanta is a high-density, student housing development that will sit on 2.5 acres of land in a walk-to-campus site across the street from The Georgia Institute of Technology ("Georgia Tech") in Atlanta, GA. Inspire Atlanta has 239 units and 750 beds in a connected two-building structure (7-story midrise and 12-story tower) at the corner of North Avenue and Centennial Park Drive in Midtown Atlanta.

There have been several purpose-built student housing communities built near Georgia Tech over the last 5 years; however, Inspire Atlanta will be directly across the street from Bobby-Dodd stadium and within easy walking distance to campus. Panoramic views of the Atlanta's skyline and Georgia Tech's football stadium from the deck and upper floors only add to the allure of this property.

All on-site parking is incorporated in a five-story parking garage attached to the left side of the tower. Inspire provides 276 spaces which equates to a 37% parking ratio.

Inspire Atlanta is highly amenitized. The clubhouse, rooftop pool and additional active amenity area on the 12th floor provides residents to live, play, study and relax together in the best student housing amenity package the Atlanta market has to offer. Luxury amenities include a state-of-the-art fitness center, entertainment area, plus private and group study areas with access to a computer and printer lab.

Niles Bolton Associates, a local firm in Atlanta, served as the architect and HOAR Construction served as the general contractor via a design build contract. HOAR is headquartered in Birmingham, Alabama. Construction began in the Summer of 2019 and delivered in August of 2021.



CAPSTONE COLLEGIATE COMMUNITIES, LLC

LOFTS OF
FLAGSTAFF
FLAGSTAFF, AZ

Completion Date
August 2017

Size of Project
Total: 232 Units; 814 Beds

Construction Type
Wood frame
Concrete parking garage

Financial Structure
Conventional debt & equity

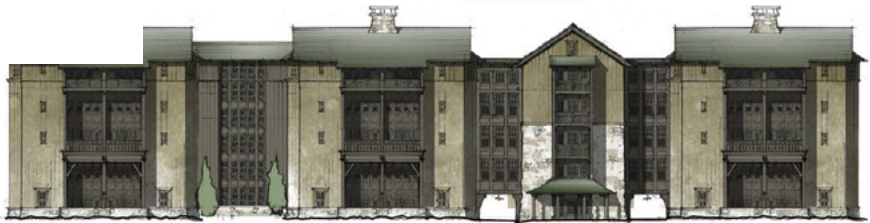
Architect
Dungan Nequette

General Contractor
UEB

Developer
Capstone Collegiate
Communities, LLC



ELEVATION B



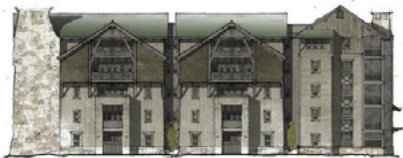
The Lofts of Flagstaff sits on a 6 acre walk-to-campus site about 3 tenths of a mile from Northern Arizona University's campus in Flagstaff, Arizona. The Lofts have 231 units and 814 beds. It embodies the best in Traditional Neighborhood Development design and exemplifies the principles of the New Urbanism concept that so many communities are striving to achieve.

The goal of The Lofts is to create not just more residential housing but a thriving neighborhood. The first floor along Forest Meadows Street has approximately 12,000 sqft of complementary retail that will enhance the living experience of the residents. Adjacent to the retail is the clubhouse of approximately 7,000 sqft with a fitness facility, study rooms, lounge areas, tanning salon, resort style spa and pool and many other amenities. The clubhouse is set to be the hub of activity, allowing everyone to live, play, and relax together. Surface parking in addition to a 760 space parking garage provides a one-to-one parking ratio for the residents as well as sufficient parking for the retail.

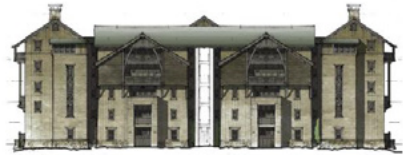
The garage is almost fully wrapped with residential and retail buildings on three sides and decorative perforated metal panel system that allows for natural ventilation while giving aesthetic interest on the fourth side.

Connectivity within the development is also one of the keys to creating the sense of community. The Lofts of Flagstaff connects Forest Meadows and West McConnell Drive allowing for easier pedestrian and bike access to campus.

The Lofts project hosts carefully designed parks and civic spaces that will serve as gathering places for the residents and the community. Each civic space has been carefully designed to create a "sense of place." The types of open spaces range from a natural park at the western edge of the development, to a civic space along Forest Meadows, to small pocket parks scattered throughout the community with fire pits and grills.



ELEVATION E



ELEVATION J

CAPSTONE COLLEGIATE COMMUNITIES, LLC

HANNAH LOFTS

EAST LANSING, MI

Completion Date

August 2014 – Phase I

Size of Project

Total: 282 Units; 702 Beds

Construction TypeWood frame
Concrete one story parking garage**Financial Structure**

Conventional debt & equity

Architect

Dungan Nequette

General Contractor

Wolverine Building Group

Developer

Capstone Collegiate Communities, LLC



The goal of the Lofts is to create not just more residential housing but a thriving neighborhood. The first floor along Esoteric Way is approximately 7,500 sqft of retail which has become the hub of activity, allowing everyone to live, play, and relax together. Adjacent to the retail and facing Hannah Boulevard resides the clubhouse of approximately 5,000 sqft with a fitness facility, tanning salon and a resort style spa and pool. A bus stop at the corner of Esoteric Way and Hannah Boulevard easily allows for connection to MSU and East Lansing. Connectivity within the development is also one of the keys to creating the sense of community. The Lofts further connect the pedestrian walkways within Hannah Farms allowing for easier access throughout the entire Hannah Farms development. The Lofts also provide approximately 300 bicycle parking spaces. The Lofts currently host carefully designed parks and civic spaces that will serve as gathering places for the residents and the community. Each civic space has been carefully designed to create a "sense of place." The types of civic spaces range from a one acre natural park at the northern edge of the development, to a large civic square with fountain at the corner of Esoteric Way and Eyde Parkway, to small pocket parks scattered throughout. The development also provides two unit types not yet developed in Hannah Farms: townhouses and apartments served with an internal hallway. Residents will find the Lofts are designed to feel warm and inviting, typically using a mixture of faux wood floors in the living room and kitchen, ceramic tile in the baths, and plush carpet flooring for bedrooms. Residents enjoy the gourmet kitchens equipped with decorator cabinetry, stainless range, dishwasher, disposal, microhood, and refrigerator. The separate laundry areas include a full size washer and dryer. All appurtenances, including door knobs and lighting are satin nickel, adding charm to the interior design.



CAPSTONE COLLEGIATE COMMUNITIES, LLC

NORTHPOINT CROSSING COLLEGE STATION, TX

Completion Date

August 2014 – Phase I
August 2015 – Phase II

Size of Project

Phase I: 307 Units; 928 Beds
Phase II: 308 Units; 914 Beds

Construction Type

Wood frame over podium
Concrete parking garages

Financial Structure

Conventional debt & equity

Architect

Humphreys & Partners
Architects

General Contractor

Construction Enterprises, Inc.

Developer

Capstone Collegiate
Communities, LLC



Capstone, in partnership with Woodridge Capital Partners out of Los Angeles, California, completed the student housing development Northpoint Crossing in 2015, a high-density, mixed-used project that includes student housing, a variety of retail tenants and structured parking. Capstone served as developer while Woodridge is the owner. Northpoint Crossing sits on an 11.2 acre site at the gateway to Texas A&M University at Texas Avenue and University Drive, essentially the corner of "Main and Main."

The site plan is designed in such a way to create a true sense of place. The interior streets are tree-lined with sidewalks on both sides and on-street parallel parking spots along with bike racks and a bike path throughout the development. Balconies on the units allow residents to overlook the streets below. The retail shops serve the student residents as well as draw others to the site. The structured parking garages is wrapped with housing and retail so that they essentially disappear. Collectively, these components will create 24 hour activity and vibrancy.

The student housing component, positioned in 5 mid-rise buildings, consists of 615 units containing 1,842 beds that will be delivered in two phases over a two year period – the first phase delivered in August 2014 and the second phase will deliver in August 2015. The unit mix is comprised of one, two, three and four bedroom units. There is bed and bath parity in every unit and the units are fully-furnished.

Northpoint Crossing boasts a plethora of the best amenities available for students, including a 24 hour clubhouse, fitness center, business center, two pools, bike path, and green spaces.

The housing sits over 55,000 SF of retail spread throughout the various buildings on site. The tenant mix typically includes restaurants, soft goods, services, specialty stores and a grocery.

Three parking garages will serve the residential and retail tenants in addition to surface parking.



Architect

NILES BOLTON ASSOCIATES

NILES BOLTON ASSOCIATES

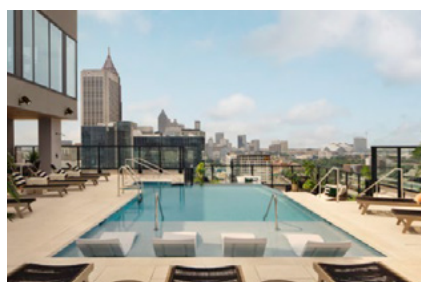
HIGHER EDUCATION QUICK FACTS

Ranked as the #1 student housing design firm by Building Design + Construction magazine for 2022 and 2023

Designed approx. 56,000 beds of off-campus housing nationwide

Named Top 32 design firm in the U.S. by Building Design + Construction for 2023

Currently active in 30 states and the District of Columbia



FIRM PROFILE

Niles Bolton Associates (NBA) is a 140-person firm providing architecture, interior design, landscape architecture, and urban planning services. Founded in 1975, NBA has completed projects in 49 states and 16 countries. With offices in Atlanta, Georgia and Alexandria, Virginia, NBA was named a Top 32 design firm in the U.S. by Building Design & Construction in 2023. Our major markets include higher education, multifamily residential, retail, corporate, and hospitality.

Our growth has been due, in large part, to an ability to understand clients' needs and to design projects meeting their requirements. For Niles Bolton Associates, success is measured not only with design awards, but by our ability to design an appropriate response to program and budget requirements, by acceptance in the market served, and by the ongoing financial reward for our clients. Throughout our 49 year history we have developed a strong sense of regionalism in our design methodology.

RESIDENTIAL DESIGN

With extensive experience encompassing everything from single family homes to luxury high rise developments, Niles Bolton Associates brings to our clients a remarkable understanding of the planning, design, market and construction issues specific to residential design. As one of the nation's leading multi-family housing design firms, we have designed more than 750,000 dwelling units in a variety of housing types. Our multi-family housing projects throughout the United States and abroad give us an international design perspective and enable us to respond in the appropriate regional architectural vernacular. NBA enjoys national, regional, and local recognition with design awards in areas such as best attached home, best apartment community, distinguished design, outstanding development, and best landscape design. Our multidisciplinary practice provides us with the ability to develop design solutions that address the total project from initial concept to final finishes.

SELECT DEVELOPER CLIENTS

American Campus Communities	Jefferson Apartment Group
AvalonBay Communities	JLB Partners
Balfour Beatty Communities	Kassinger Development Group
Bozzuto & Associates	Landmark Properties
Buccini/Pollin Group	LIV Development
CA Ventures	LV Collective
Camden Development, Inc.	Kaplan Residential
Capstone Collegiate Communities	Novare Goup
Core Spaces	O'Neill Properties
Cortland	Peak Campus Development RangeWater
Crescent Communities	Real Estate
The Dinerstein Companies	RISE Development, LLC
Gables Residential	The Goldenberg Group
Grayco Partners, LLC	Third & Urban
Greystar	TPA Residential
Grubb Properties	Trammell Crow Residential
Highpoint Residential	Trinitas Ventures
Hines	Willow Bridge Property Co.

NILES BOLTON ASSOCIATES



MOHAMED MOHSEN,
AIA, LEED AP
Principal

EDUCATION

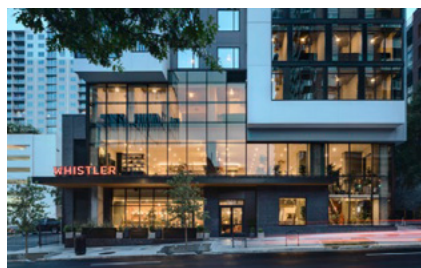
Master of Architecture;
Georgia Institute of Technology
Bachelor of Science, Architecture;
Helwan University, Cairo, Egypt

QUALIFICATIONS

22 years of architecture experience
Joined NBA in 2002
Registered Architect in Georgia,
California, Connecticut, Louisiana,
Maryland, Missouri, New Jersey,
Oregon, Rhode Island and
Washington
LEED Accredited Professional

ASSOCIATIONS

NCARB certified
Urban Land Institute (ULI)
ULI Atlanta Center for Leadership
American Institute of Architects
United States Green Building Council



Whistler
Atlanta, Georgia

Mohamed possesses a highly-developed eye for design, a strong technical background, and a solid understanding of the economics of real estate development. With 20+ years of professional experience and a diverse project portfolio, Mohamed has extensive expertise in the off-campus student housing, educational, institutional, mixed-use and hospitality markets. Together, these strengths allow him to provide the leadership and critical thinking that have yielded international recognition and numerous prestigious awards including the Urban Land Institute (ULI)-Atlanta Development of Excellence Award. Mohamed is an alumnus of ULI Atlanta's 2015 Center for Leadership class and frequently serves as a panelist at national student housing events.

RELEVANT PROJECTS:

Multifamily / Mixed-Use / Off-Campus Student Housing

Whistler, LV Collective, Atlanta, GA
The Flats on University, Capstone Collegiate Communities, Fairfax, VA
340 East Paces Ferry, CA Ventures, Atlanta, GA
Here Reno, CA Ventures, Reno, NV
Here Tuscaloosa, CA Ventures, Tuscaloosa, AL
Identity Phase I, CA Ventures, Berkeley, CA
Identity Phase II, CA Ventures, Berkeley, CA
Inspire, CA Ventures, Atlanta, GA
Rise on West Campus, CA Ventures, Austin, TX
Uncommon Auburn, CA Ventures, Auburn, AL
One12 Courtland, RISE Real Estate Company, Atlanta, GA
Lodges at West Edge, Peak Campus Development, Durham, NH
The Mark at Athens, Landmark Properties, Athens, GA
The Mark Phase II, Landmark Properties, Athens, GA
The Retreat at Orlando, Landmark Properties, Orlando, FL
The Retreat at Raleigh, Landmark Properties, Raleigh, NC
The Retreat at San Marcos, Landmark Properties, San Marcos, TX
The Retreat at State College, Landmark Properties, State College, PA
The Retreat at Tucson, Landmark Properties, Tucson, AZ
The Retreat at Tallahassee, Landmark Properties, Tallahassee, FL
The Standard at Atlanta, Landmark Properties, Atlanta, GA
The Vista Starkville, IMS Development, Starkville, MS

Education & Institutional

Browns Bridge Community Church, Cumming, GA
The Home Depot - Little Apron Academy, Smyrna, GA
The Howard School, Atlanta, GA
Virginia Commonwealth University, West Grace Student Housing, Richmond, VA
West Ridge Church, Paulding County, GA

Transit

Albany Multi-modal Transit Center, Albany, GA
Triangle Transit Authority Raleigh / Durham Metro Area, NC

NILES BOLTON ASSOCIATES



APRIL JOHNSON, RA
Associate Principal

EDUCATION

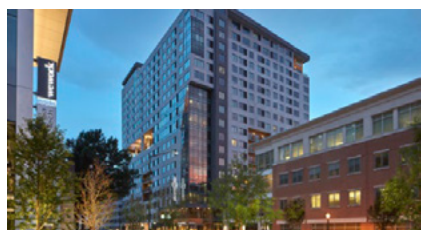
Bachelor of Science, Architecture;
Georgia Institute of Technology
Masters of Architecture;
Georgia Institute of Technology

QUALIFICATIONS

13 years of architecture experience
Joined NBA in 2011
Registered Architect in Georgia

ASSOCIATIONS

Urban Land Institute (ULI)
ULI Center for Leadership, Class of
2021



The Standard at Atlanta
Atlanta, Georgia



Identity
Berkeley, California

Being flexible allows April to jump in and help whenever there is a need, a valuable trait given the size and diversity of NBA projects. She's a stickler for following through, ensuring questions and problems get answers and solutions that keep projects moving and clients satisfied. Communication, adaptability and superb execution are April's calling cards. She has the ability to bring clarity to ideas, both verbally and visually through design drawings. As an Associate Principal, April's responsibilities will include close involvement from the Pre-Design and Programming Phase through Construction Administration as she assists the Principal-in-Charge with all day-to-day activities. April is also part of ULI Atlanta's 2020-2021 Center for Leadership class.

RELEVANT PROJECTS:

The Standard at Atlanta Atlanta, Georgia

19-story high-rise serving the undergraduate and graduate student population located in the SPI-16 Transit Area of Midtown Atlanta. Includes 280 furnished residential units with 765 beds in a mix of studio, 1, 2, 3, 4 and 5-bedroom units. Program includes 9,600 sf of commercial space and high-end amenities.

Uncommon Auburn Auburn, Alabama

Off-campus student housing for Auburn University. 314,620 gsf with 221 units and 610 beds in one-, two-, three-, four- and five-bedroom unit mix. 14,085 sf of residential amenities include: 8,383 sf of retail on ground level. Outdoor amenities include: passive courtyard and pool deck. Podium parking with 710 spaces.

Inspire Atlanta, Georgia

3.5-acre site with 239 units and 750 beds for Georgia Tech students. Amenities include: resident amenity lounge, study pods, clubhouse, fitness center and sky lounge. Podium parking with 280 spaces.

Identity Berkeley, California

Student housing for University of California completed in 2 phases. Phase 1 includes 474 beds and 135 units with amenities such as 8,322 sf of lobby, leasing office, fitness, lounge and study rooms and 10,665 sf of outdoor amenities. Phase 2 includes 246 beds and 69 units with amenities such as 2,538 sf of lobby and lounge and 4,554 sf of outdoor amenities.

Whistler Athens, Georgia

Off-campus student housing in Midtown Atlanta. The 25-story mixed-use tower offers 565 beds and 168 units. The 284,839 sf development includes a rooftop pool with panoramic views, 1,720 sf retail and 25 parking spaces.

Rambler Athens, Georgia

798-beds of off-campus student housing in Midtown Atlanta. The 446,999 gsf, 20-story mixed-use tower offers almost 3,000 sf of retail and 20,000 sf of amenities with 125 spaces of podium parking.



GRANT ROBINSON,
RA
Sr. Project Manager

EDUCATION

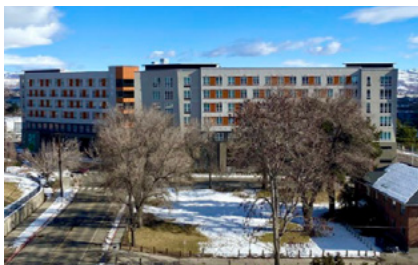
Bachelor of Architecture;
University of Tennessee

QUALIFICATIONS

18 years architecture experience
Joined NBA in 2012
Registered Architecture in Georgia



Identity
Berkeley, California



Here Reno
Reno, Nevada

NILES BOLTON ASSOCIATES

With technical skill and a detail-oriented mind, Grant is careful to address aspects of designs that have value to clients and the public who will live in and interact with their projects. Regardless of budget, he presents design solutions that use clients' resources well and are consistent with their goals. Grant has 18 years of experience in a wide range of design and construction types, having contributed to large-scale, mixed-use and multifamily developments, as well as education, corporate office and performing arts projects. No matter the type, he approaches every undertaking with a clarity of thought and understanding of what clients value, which enables him to provide deliverables in an efficient manner and complete projects even on tight schedules.

RELEVANT PROJECTS:

Meeting Street Apartments **Charleston, South Carolina**

Planning, design and local approvals for a 122-unit, 192,582-gsf multifamily community. 4,067 sf of amenity space includes the leasing office, lobby, pool, club room, fitness center and game/meeting room. 7,883 sf retail/office anchors the ground level.

Rise on West Campus **Austin, Texas**

Mixed-use, off-campus housing for the University of Texas at Austin students. The 24 story tower features 304 apartment units and 204 spaces of podium parking in 484,310 gsf. 14,635 sf of amenities include a roof-top pool and adjacent skylounge.

Uncommon Auburn **Auburn, Alabama**

Off-campus student housing for Auburn University. 314,620 gsf with 221 units and 610 beds in one-, two-, three-, four- and five-bedroom unit mix. 14,085 sf of indoor residential amenities include: 8,383 sf of retail on ground level. 18,816 sf of outdoor amenities include: passive courtyard and pool deck. Podium parking with 710 spaces.

Here Reno **Reno, Nevada**

Off-campus housing for the University of Nevada with 182 units and 636 beds in 375,022 gsf. Amenities include leasing/lobby, clubroom, courtyard with grilling station fitness center and yoga studio.

Identity **Berkeley, California**

Student housing for University of California completed in 2 phases. Phase 1 includes 474 beds and 135 units with amenities such as 8,322 sf of lobby, leasing office, fitness, lounge and study rooms and 10,665 sf of outdoor amenities. Phase 2 includes 246 beds and 69 units with amenities such as 2,538 sf of lobby and lounge and 4,554 sf of outdoor amenities.

Millennium Music Row **Nashville, Tennessee**

1.35-acre mixed-use site in the heart of Nashville that includes 186,023 rentable sf, 230 units in studio, 1 and 2-bedroom configurations and 9 street-level loft units. Amenities include: 13,973 sf of amenity space with 1,000 sf of retail, leasing/lobby, bike shop, 2 elevated courtyards, fitness center, resort-style pool and rooftop lounge/terrace.

NILES BOLTON ASSOCIATES



**JENNIFER
HAMILTON, RA**
Project Manager

EDUCATION

Bachelor of Architecture; Southern Polytechnic State University

QUALIFICATIONS

10 years of architecture experience
Joined NBA in 2015
Registered Architect in Georgia



The Flats on University
Fairfax, Virginia



Rambler
Athens, Georgia

Jennifer has a firm grasp of all the elements that can affect a project from design through construction, whether it's tight deadlines, budgetary constraints, material fabrication or mid-course changes. As a mentor, she works equally hard to make sure new colleagues adjust to the team, sharing her expertise in CA, constructibility, and detailing. Her primary focus is on student-oriented, off-campus apartments and includes projects in Nevada, Mississippi, Georgia, Pennsylvania, Texas, Florida, and Virginia. She also played a major role in the multi-award winning The Standard of Atlanta.

RELEVANT PROJECTS:

The Flats on University Fairfax, Virginia

Student housing for George Mason University with 267 units and 825 beds. Type IIA parking structure with 686 spaces and surface parking with 57 spaces. Amenities include: leasing office, study areas, clubroom, massage chair area, fitness center with saunas and tanning, three amenity courtyards with the main one being located off the clubroom containing an amenity deck, pool, and 2 spas.

Here Reno Reno, Nevada

Off-campus housing for the University of Nevada with 182 units and 636 beds in 375,022 gsf. Amenities include leasing/lobby, clubroom, courtyard with grilling station fitness center and yoga studio.

The Vista Starkville Starkville, Mississippi

Mixed-use student housing community adjacent to Mississippi State University with 820 beds and 309 fully furnished units in studio, 1, 2, 3, 4 and 5-bedroom configurations. 7,500 sf of retail. Amenities include: resort-style saltwater pool, fitness center, yoga/group fitness studio, outdoor community area, resident gathering room, business suite, sky lounge and study rooms.

Rambler Athens, Georgia

Off-campus student housing for University of Georgia with 750 beds and 344 units. 8 stories in both the North and South buildings and 9,630 sf amenity. Amenities include: 2,702-sf pool, fitness center, coworking, coffee shop, gameday lounge with 2,828-sf rooftop terrace, bike storage, and clubroom.

The Standard at Atlanta Atlanta, Georgia

19-story high-rise serving the undergraduate and graduate student population located in the SPI-16 Transit Area of Midtown Atlanta. Includes 280 furnished residential units with 765 beds in a mix of studio, 1, 2, 3, 4 and 5-bedroom units. Program includes 9,600 sf of commercial space and high-end amenities.

NILES BOLTON ASSOCIATES



TIMOTHY FUERST,
RA

Project Architect

EDUCATION

Bachelor of Architecture; Auburn University

Bachelor of Interior Architecture; Auburn University

QUALIFICATIONS

8 years of architecture and interior architecture experience

Joined NBA in 2016

Registered Architect in Georgia



The Heritage at Cajun Village
Lafayette, Louisiana



Berkeley Plaza
Berkeley, California

Timothy joined the firm in 2016 and has over eight years of architecture and interior architecture experience. His exposure and involvement with the architectural development of large-scale projects as well as the ability to focus on the interior architecture and details of the built environment has enriched his career with a stronger understanding of design and its process. Currently, he is involved in a range of student housing and high-rise multifamily projects. Timothy graduated from Auburn University with a Bachelor of Architecture and a Bachelor of Interior Architecture. He is a registered architect in Georgia.

RELEVANT PROJECTS:

The Heritage at Cajun Village

Lafayette, Louisiana

Five buildings of on-campus housing for upperclassmen students with 213 units, 589 beds and 237,768 building gsf. Amenities include: 7,438 sf of clubhouse amenity, 4,903 sf of retail, and pool courtyard.

Whistler

Atlanta, Georgia

Off-campus student housing in Midtown Atlanta. The 25-story mixed-use tower offers 565 beds and 168 units. The 284,839 sf development includes a rooftop pool with panoramic views, 1,720 sf retail and 25 parking spaces.

Here Tuscaloosa

Tuscaloosa, Alabama

Off-campus housing for the University of Alabama with 239 units and 430 beds. 5 levels of podium parking (3 underground) with 437 spaces. Interior amenities include: club rooms, study room, tanning, sauna, and fitness center with yoga. Exterior amenities include: top level terrace with adjacent clubroom, spa courtyard and pool deck.

Here Reno

Reno, Nevada

Off-campus housing for the University of Nevada with 182 units and 636 beds in 375,022 gsf. Amenities include leasing/lobby, clubroom, courtyard with grilling station fitness center and yoga studio.

Berkeley Plaza

Berkeley, California

Off-campus student housing that includes 583 beds and 191 units. The 204,540 sf building is 8 stories (5 levels wood over 3 levels concrete podium) and has 8,948 sf of amenity space. Amenities include: lobby/leasing, fitness, coffee shop, study areas, rooftop club room, rooftop terrace.

The Vista Starkville

Starkville, Mississippi

Mixed-use student housing community adjacent to Mississippi State University with 820 beds and 309 fully furnished units in studio, 1, 2, 3, 4 and 5-bedroom configurations. 7,500 sf of retail. Amenities include: resort-style saltwater pool, fitness center, yoga/group fitness studio, outdoor community area, resident gathering room, business suite, sky lounge and study rooms.

340 East Paces Ferry

Atlanta, Georgia

483 high-end market-rate apartment units. The 22-level high-rise is 559,480 gsf and includes 17,000 sf of ground-floor retail. Large amenity deck on 10th level with pool, cabanas and clubroom. Valet-style drop-off for residents.

NILES BOLTON ASSOCIATES



J. BRYAN EDWARDS,
PLA

Associate Principal, Land
Planning

EDUCATION

Bachelor of Landscape Architecture
University of Georgia

QUALIFICATIONS

22 years of experience
Joined NBA in 2002
Registered Landscape Architect in
Georgia

ASSOCIATIONS

Urban Land Institute (ULI)
Urban Land Institute Center for
Leadership, Class of 2017
LEED Accredited Professional



Inspire
Atlanta, Georgia

As a member of the Land Planning team, Bryan specializes on front end site analysis and feasibility studies as well as conceptual site planning and master planning. Bryan has the flexibility to work in diverse product types, seeing a project through from concept to completion. With over 20+ years of experience, he's able to communicate overall project goals and design requirements early in the design process and serve as a liaison between his clients, the design team and consultants. Bryan earned a Bachelor of Landscape Architecture degree from the University of Georgia and joined the firm in 2002.

RELEVANT PROJECTS:

Off-Campus Student Housing

Aspen Heights Fayetteville, Aspen Heights Partners, Fayetteville, AZ
Rambler Athens, LV Collective, Athens, GA
The Flats on University, Capstone Collegiate Communities, Fairfax, VA
The Mark at Athens, Landmark Properties, Athens, GA
The Standard at Atlanta, Landmark Properties, Atlanta, GA
The Standard at Flagstaff, Landmark Properties, Flagstaff, AZ
The Standard of Baton Rouge, Landmark Properties, Baton Rouge, LA
The Vista Starkville, IMS Development, Starkville, MS
The Livano Knoxville, LIV Development, Knoxville, TN
The Retreat at Newark, Landmark Properties, Newark, DE
The Legacy at the Standard, Landmark Properties, Gainesville, FL
Inspire, Capstone Collegiate Communities, Atlanta, GA
Flamingo Crossings Village, American Campus Communities, Winter Garden, FL
Wildwood of Lubbock, Dovetail Companies, Lubbock, TX

On-Campus Student Housing

James Madison University, S.B. Ballard Construction Co., Harrisonburg, VA
Norfolk State University, S.B. Ballard Construction Co., Norfolk, VA
VCU - West Grace Street Housing, Virginia Commonwealth University,
Richmond, VA Valdosta State University, Hopper/Georgia Hall, Valdosta, GA
University of Georgia - East Campus Village, UGA Real Estate Foundation,
Athens, GA

Multifamily Housing

Residences at The Pass, Third & Urban, Charlotte, NC
Mainstead at Century Farms, Oxford Properties, Nashville, TN
The Madison at Owl's Head, Ambling Development Company, Freeport, FL
Aspire Gulch, The Dinerstein Companies, Nashville, TN
Arden Oxmoor Apartments, NTS Development, Louisville, KY
Capital Club at Indian Land, TWO Capital Partners, Indian Land, SC

NILES BOLTON ASSOCIATES

509 UNIVERSITY DRIVE
COLLEGE STATION, TEXAS

SERVICES
Conceptual Architecture

CLIENT
CA Ventures

SCOPE / COMPONENTS
Mixed-use, off-campus housing for Texas A&M students

21 stories with podium parking
208 apartment units; 393 beds
340 parking spaces in 9 levels

Amenities include leasing lobby, bike storage, 21st level sky lounge, fitness, and rooftop pool



NILES BOLTON ASSOCIATES

RISE ON WEST CAMPUS

AUSTIN, TEXAS

SERVICES

Architecture
Landscape Architecture

CLIENT

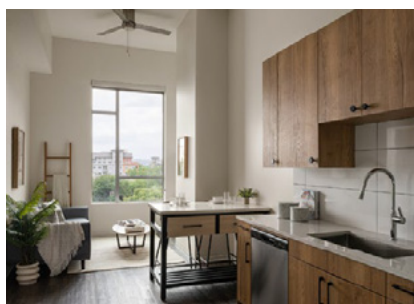
CA Ventures

SCOPE / COMPONENTS

Mixed-use, off-campus housing for The University of Texas at Austin students

24 stories with podium parking
304 apartment units
484,310 gsf
301,426 leasable sf
14,635 amenity sf
204 parking spaces

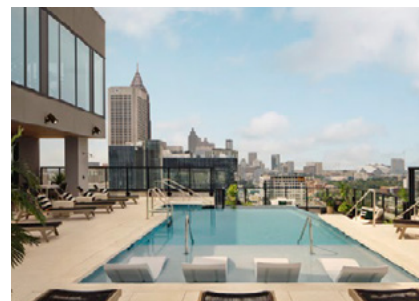
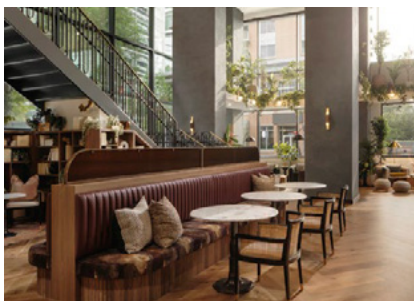
Amenities include rooftop pool, expansive fitness center, study lounges and jam room



The design for this mixed-use, off-campus student housing serving the University of Texas ingeniously introduces asymmetry to an otherwise symmetrical floor-plate. Crystal-shaped exposed concrete columns add levels of visual openness, while a highly articulated perforated metal screen framed in white metal panel defines the parking mass and provides shade for pedestrians. Stepped back above the sixth level, the high-end, 24-story residential tower has 304 units and the full complement of amenities students have come to expect, from a rooftop pool equipped with that big game necessity—a Jumbotron screen—and an expansive fitness center to numerous study lounges and a jam room.

NILES BOLTON ASSOCIATES

When you can't build out, build up. This thoughtfully considered tower rises up 25 stories to take full advantage of its half-acre footprint. The site for this luxury off-campus student housing may be small but the design and amenities, including a roof-top pool with panoramic views, are supersized. The unique palette of materials makes for an arresting façade for the 168-unit high-rise, which features studio, one-, two-, three- four, and five-bedroom configurations, underground parking, 1,720 sf of retail space and two floors dedicated to the clubhouse, fitness center, study rooms, bike lockers and other options for comfortable, fun living. The Whistler is the latest addition to Tech Square, Midtown Atlanta's hub for startups, tech companies and research centers, and an easy walk to Georgia Tech, restaurants, and retail shopping.



WHISTLER ATLANTA, GEORGIA

SERVICES

Architecture

CLIENT

LV Collective

SCOPE / COMPONENTS

Off-campus student housing in Midtown 25 stories
284,839 gsf
168 units, 565 beds in studio, 1-, 2-, 3-, 4-, and 5-bedroom configurations
25 parking spaces
1,720 sf retail
Expansive amenities including a roof top pool with panoramic views

AWARDS

SHB '24 Innovator Awards, Best Architecture/Design + Best New Development > 400 Beds

NAHB '23 Best in American Living Awards, Platinum & Best in South Atlantic Region

AIA Atlanta '23 Residential Design Awards, Merit Award



NILES BOLTON ASSOCIATES

Floor-to-ceiling glass windows accentuate sweeping north and south city views at 340 East Paces Ferry, a 483-unit high-rise addition to the growing Buckhead skyscape. Residents can enjoy all that this stylish and coveted neighborhood has to offer, from nearby The Shops Buckhead to trendy Peachtree Road restaurants, as well as a luxurious amenities deck with pool, cabanas and clubroom on the 10th level of the 22-story building, 17,000 sf of retail space, valet service drop off, and more than 100 parking spaces for electric cars, including several spots specifically built and reserved for Tesla vehicles.



340 EAST PACES FERRY ATLANTA, GEORGIA

SERVICES

Architecture
Landscape Architecture

CLIENT

CA Ventures

SCOPE / COMPONENTS

483 high-end market-rate apartment units
22 levels
17,000 sf ground-floor retail
Large amenity deck on 10th level with pool, cabanas and clubroom
Valet-style drop-off for residents

*Currently Under Construction



NILES BOLTON ASSOCIATES

1441 PEACHTREE ATLANTA, GEORGIA

SERVICES

Planning, Architecture, Interior Design

CLIENT

Capital City Real Estate

SCOPE / COMPONENTS

28 stories
350 apartment units
1.74 acres, 204.02 du/ac
362,000 residential sf
4,316 sf street-level restaurant
9,271 sf of indoor amenities
15,700 sf outdoor amenity deck on 5th level
454 parking spaces

*Currently Under Construction



THE HENRY TAMPA, FLORIDA

SERVICES

Architecture
Landscape Architecture
Interior Design

CLIENT

DEVEN (Development Ventures Group)
Intown Group

SCOPE / COMPONENTS

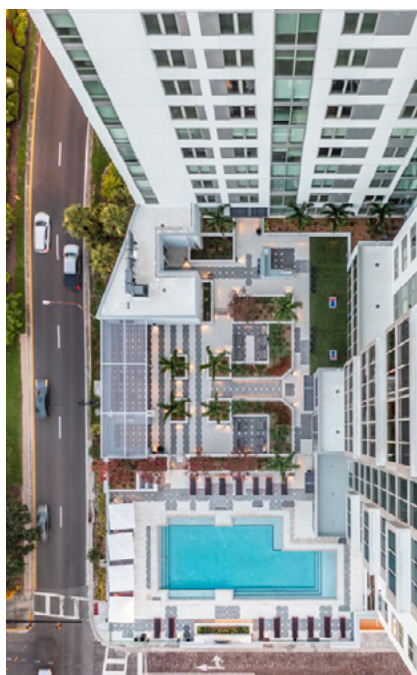
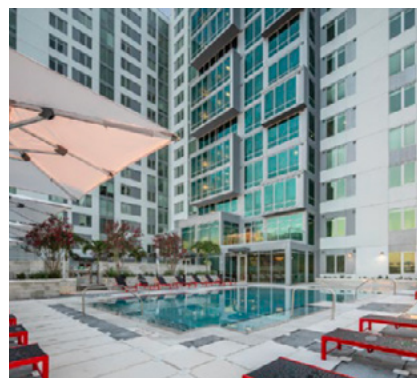
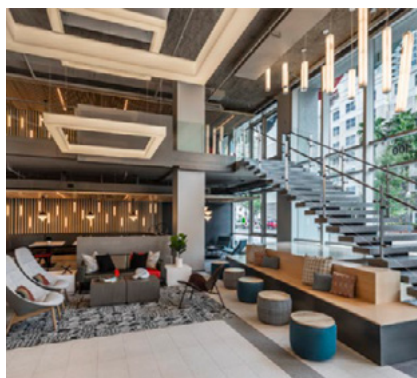
Off-campus student housing for the University of Tampa
188 units; 537 beds
23 levels, 7 levels of parking with 16 residential levels above
422 parking spaces
Bike storage for 60 bikes

Amenities include: lobby/lounge/leasing area on ground level; lounge mezzanine space on 2nd floor; large pool deck on 8th floor with clubroom/fitness center adjacent; study rooms on each level

NILES BOLTON ASSOCIATES

Living, learning, luxury. NBA's architecture, landscape architecture and interior design teams have created an amenity-rich, off-campus housing tower for University of Tampa students. Named after 19th century transportation pioneer Henry B. Plant, the 23-story apartment building is a dazzling white sandcastle constructed with post-tensioned concrete. The Henry interior is modern and sophisticated, incorporating cool greys and blacks accented with pops of red and blue. A short walk brings residents to the campus and the neighborhood is close to the Performing Arts Center, the shopping, dining and nightlife of Hyde Park, the Tampa Riverwalk, historic Ybor City and the Florida Aquarium. The hi-tech building has 16 floors of one, two and four-bedroom apartments for 537 residents, seven levels of parking, study and social-gathering spaces on each floor, a double-height fitness center and an outdoor deck and pool overlooking the campus.

FL #AR0097908



NILES BOLTON ASSOCIATES

500 MAIN STREET

NEW ROCHELLE,
NEW YORK

SERVICES

Architecture
Landscape Architecture
Interior Design

CLIENT

BRP Development Corp.

SCOPE / COMPONENTS

26-story tower with 477 residential units
619,000 sf gross building area
20,000 sf religious space
2,400 sf retail
430 structured parking spaces served by valet system

Amenities include co-working, clubroom, fitness, passive courtyard, 26th floor skylounge, rooftop pool and dog park

*Currently Under Construction



Only a 30-minute train ride from midtown Manhattan, New Rochelle, NY is rapidly growing as a high density urban center. This 26-story upscale tower sits prominently in the center of downtown, with excellent visibility and views. The building's program provides the New York Covenant Church, one of the original landowners, with a multipurpose venue for worship, food service, recreation, and education. The exterior design provides a feeling of timeless sophistication at the façade's base through its layered, champagne-colored metals and formal composition. The residential tower captures sweeping views of the Long Island Sound and the Manhattan skyline, with many units featuring floor-to ceiling glass and corner windows. Gold building elements extend from the grey facades to create accents with light and shadow.

Architect of Record - Walter J. Ploskon, AIA, Architect

RAMBLER ATLANTA ATLANTA, GEORGIA

SERVICES
Architecture

CLIENT
LV Collective

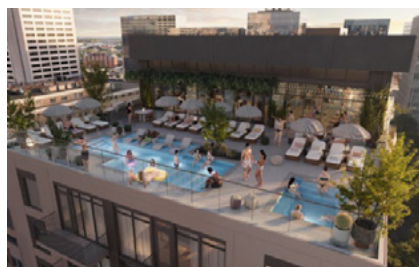
SCOPE / COMPONENTS
Off-campus student housing on
0.96 acres in Midtown Atlanta
19 stories
467,000 gsf
215 units, 798 beds in studio,
1-, 2-, 4-, 5-, and 6-bedroom
configurations
3-level podium parking deck
Ground level retail

Residential amenities include
leasing office, study rooms and
bike lockers on the lower levels
and clubhouse, pool deck, fitness
center and outdoor terrace on
upper levels.

*Currently Under Construction

NILES BOLTON ASSOCIATES

Modern, luxurious student living just blocks from the Georgia Tech campus. Filled with carefully curated amenities, the residential housing offers a diverse selection of floor plans ranging from studios to six-bedroom configurations within its 215 units. The 19-floor tower in a prime Midtown area plays with contrasting shades of color to break up the building mass as a series of dark gray boxes float atop a lighter gray backdrop. Interrupting the structure's 4-story masonry base are large glass windows behind which are a café and lobby that spill out onto a vibrant, bustling outdoor patio. Along with a leasing office and a three-level parking deck, Rambler Atlanta has ample spaces for collaboration or solo study, bike lockers, a pet spa, fitness center with the latest workout equipment, and a pool deck, clubhouse and outdoor terrace located on the upper level.



VANTAGE PHILADELPHIA, PENNSYLVANIA

SERVICES

Architecture, Space Planning,
Landscape Architecture,
Masterplanning

CLIENT

The Goldenberg Group

SCOPE / COMPONENTS

368 units; 984 beds
Studio, 1, 2, 3, 4-bedroom
configurations
Standard and shared 2-bedroom
units
471,000 building gsf
32,331 sf retail
12,622 sf wellness center and
outdoor fitness area
5,000 sf study lounge
Complete: August 2019

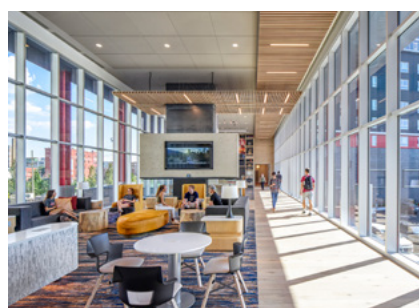
AWARDS

NAHB Best in American Living
Gold Award, Multifamily, Large
Scale Student Housing

GBCA Construction Excellence
Award, Best Residential, Mixed-
Use, or Office Space Project,
2020

NILES BOLTON ASSOCIATES

Marking the second and final phase of Vantage, this mixed-use, student housing high-rise complex is located in North Philadelphia, adjacent to Temple University. By strategically situating public zones to give people inviting places to live, learn and interact, NBA meets the challenge to create spaces that promote community engagement while also preserving the panoramic views of the phase one building. The 471,000 square-foot property features 984 beds with one, two, three, and four-bedroom floor plans, many with shared bedrooms to offer students more affordable options. Among the first-class amenities: an expansive study lounge for individuals and groups, a fine arts room, a recording studio, a technology hub, a 12,622 square-foot fitness center with ample space for activities like high-intensity interval training, a golf simulator and sky deck.



NILES BOLTON ASSOCIATES

NOVEL MIDTOWN ATLANTA, GEORGIA

SERVICES

Architecture

CLIENT

Crescent Communities

SCOPE / COMPONENTS

Mixed-Use development with adjacent office tower (by others) over parking

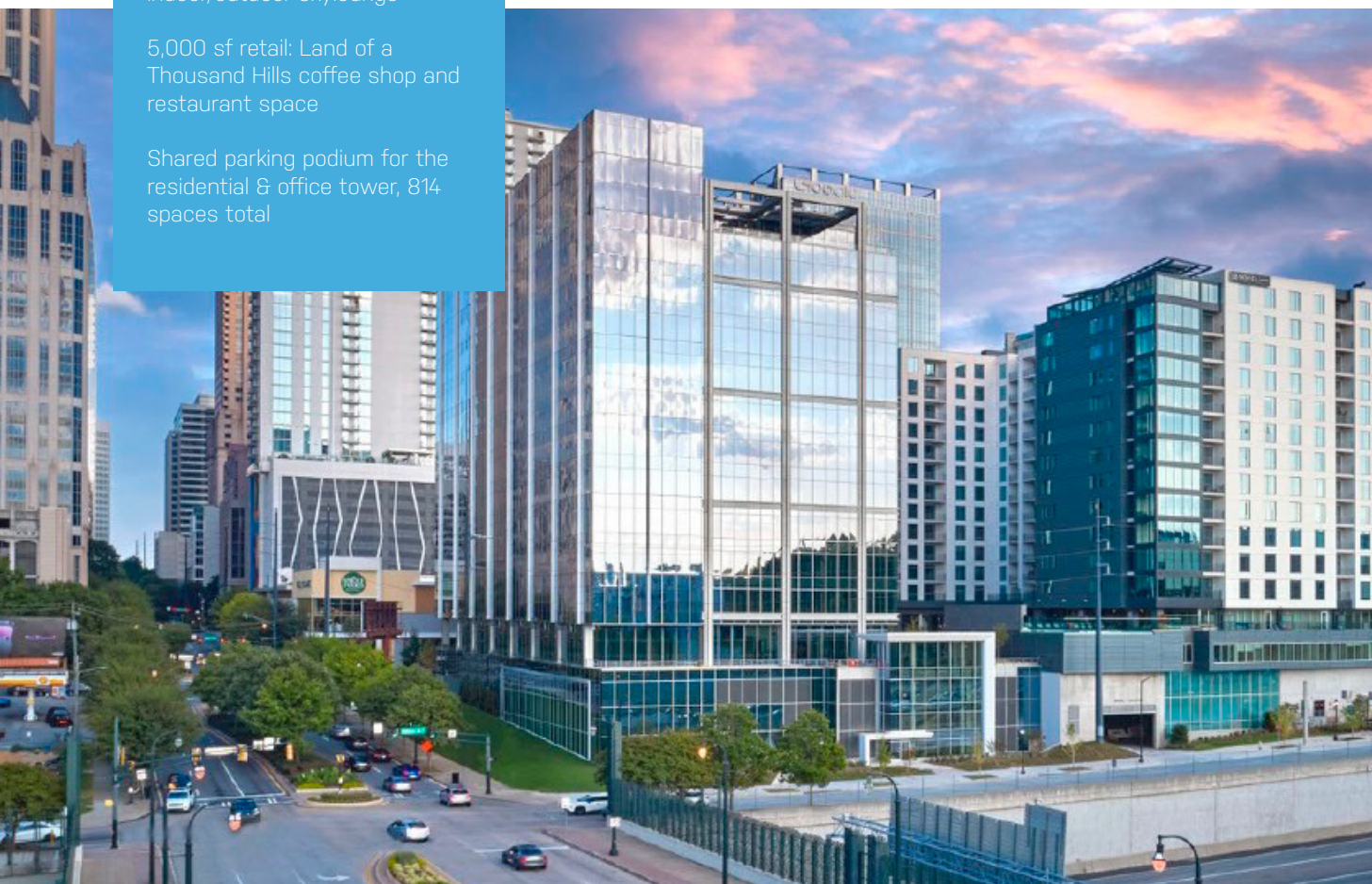
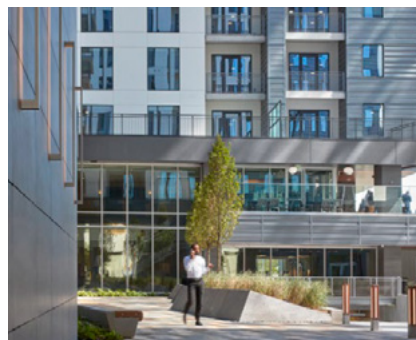
340 units; 412,000 building gsf

14 stories (12 over 2 + 5 level parking podium below grade)

Amenities: co-working, fitness center with yoga room, resort spa, infinity-edge pool, and indoor/outdoor skylounge

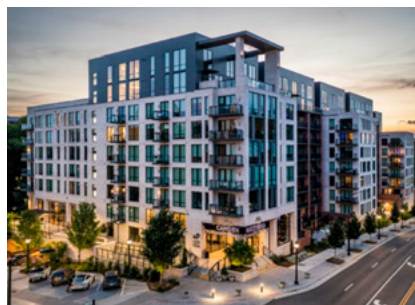
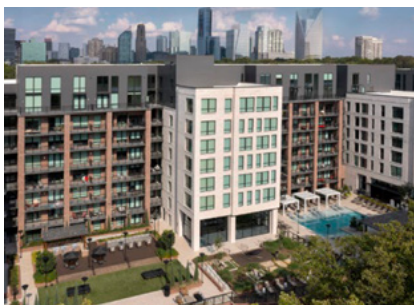
5,000 sf retail: Land of a Thousand Hills coffee shop and restaurant space

Shared parking podium for the residential & office tower, 814 spaces total



NILES BOLTON ASSOCIATES

Camden Buckhead is the follow-up project to the wildly successful Camden Paces and is designed to serve as a modern, urban edge and gateway into the West Village. Two brick buildings front Roswell Road and residents will enjoy wooded, park-like views off the rear amenity decks. The structures include 8-9 story post-tensioned concrete frames and structured parking below street level. 336 units offer gracious floorplans, concierge level services, extensive amenities, and luxury finishes with the potential for urban street views, wooded views and skyline views. On the upper two levels, the multifamily project features loft-style and townhome-style penthouse units with private roof terraces and amazing skyline views.



CAMDEN BUCKHEAD ATLANTA, GEORGIA

SERVICES

Architecture, Masterplanning

CLIENT

Camden Development, Inc.

SCOPE / COMPONENTS

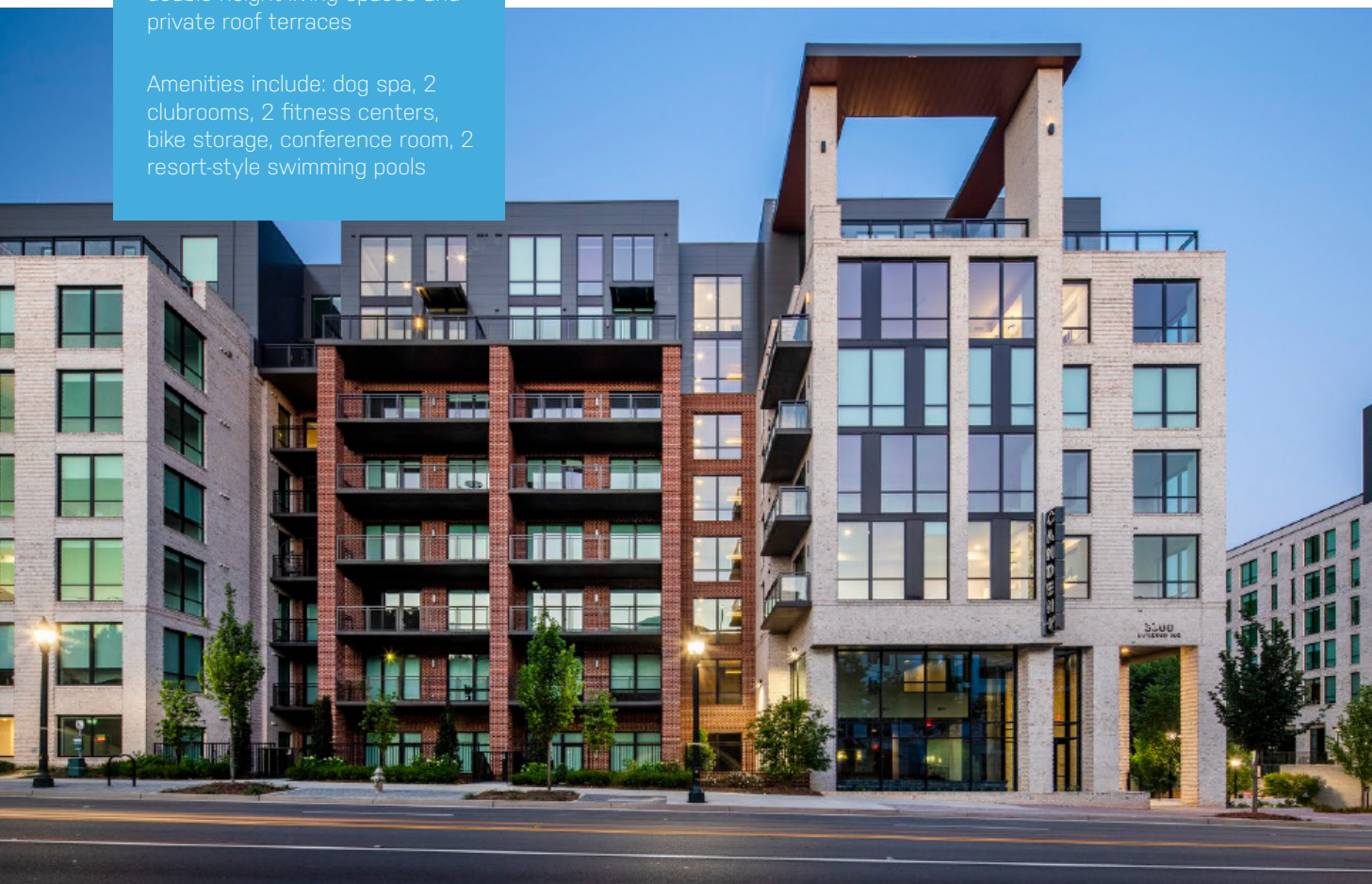
366 units; 769,923 gsf

Building 400 - 9 Levels of Residential over 2 Levels of Parking

Building 500 - 8 Levels of Residential over 3 Levels of Parking

Townhome and loft style units w/ double height living spaces and private roof terraces

Amenities include: dog spa, 2 clubrooms, 2 fitness centers, bike storage, conference room, 2 resort-style swimming pools



GENERATIONS ATLANTA

ATLANTA, GEORGIA

SERVICES

Architecture
Landscape Architecture

CLIENT

Kaplan Residential

SCOPE / COMPONENTS

12-story residential over five-levels of parking
336 units
Mix of Studio, 1BR and 2BR units
3,200 sf roof-top terrace
Amenity pool deck on top of parking
15% affordable units
Future hotel proposed adjacent to residential tower

AWARDS

Silver Aurora Award Winner,
Best Multifamily Community, 5+ Stories for Rent, SEBC

NILES BOLTON ASSOCIATES

A new jewel in the downtown Atlanta skyline, this 17-story residential tower is the tallest building in the area using an innovative light steel structural system that can reduce construction time and costs. The 336-unit residential project takes a fresh, energetic approach at every corner, including an evocative, transparent curtain wall that connects tenants with the street and animates the public surroundings, and an architectural screen masking the 380-space, five-level parking deck from the generous pool patio overlooking iconic Centennial Olympic Park. Highlighting the world-class amenities is a 17th floor sky deck and lounge, offering 180-degree views that encompass both the downtown and midtown skylines.



THE STANDARD AT ATLANTA

ATLANTA, GEORGIA

SERVICES

Architecture
Interior Design
Landscape Architecture

CLIENT

Landmark Properties

SCOPE / COMPONENTS

257 units | 765 beds
644,452 gsf, 10,783 sf retail
572 space parking deck
Leasing, Fitness (Cardio & Fitness), Gaming rooms, Study lounges, Yoga, Sauna, Tanning rooms and infinity edge roof top pool
Largest roof top amenity deck in Atlanta
Complete: August 2018

AWARDS

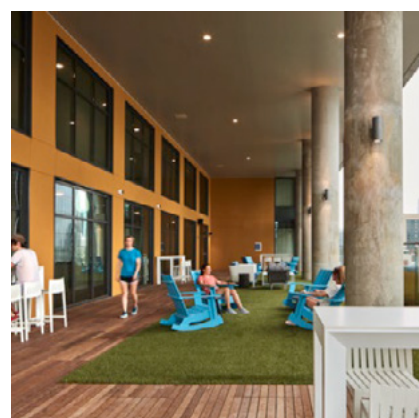
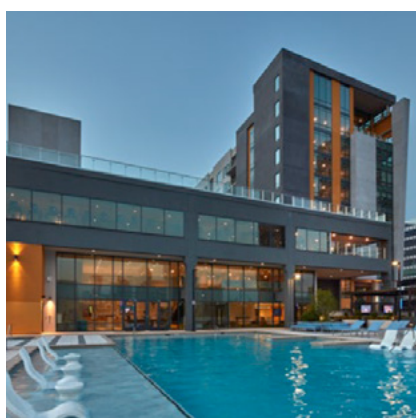
NAHB Best in American Living
Platinum Award, Student Housing

Outstanding Achievement Award,
High-Rise American Concrete
Institute, GA Chapter

SHB Innovator Award, Best
Package & Offering of Amenities

NILES BOLTON ASSOCIATES

Late-night study and drinking coffee go hand-in-hand and The Standard at Atlanta fuels both with a built-in, drive-thru urban Starbucks—one of the first in the country—anchoring an 19-story, mixed-use housing development serving Georgia Tech students. NBA's architecture takes full advantage of the midtown Atlanta site as cascading outdoor terraces provide sweeping views of the city skyline and university campus, and the firm's interior design makes the units feel more like luxury apartments than student housing. Thoughtful landscaping provides street-level transparency, maximizes pedestrian engagement and promotes walkability. The high-rise tower consists of 257 furnished residential units and 10,783 sf of commercial space. Totalling 40,467 sf, the elevated rooftop amenity deck is the largest in Atlanta, boasting a resort-style swimming pool, mini putting green and BBQ areas.



NILES BOLTON ASSOCIATES

INSPIRE

ATLANTA, GEORGIA

SERVICES

Architecture, Interior Design

CLIENT

Capstone Collegiate Communities

SCOPE / COMPONENTS

530,000 gsf

239 units, 750 beds

3.5 acre site

Amenities include: Resident amenity lounge, study pods, clubhouse, fitness room, sky lounge and rooftop pool
280 podium parking spaces

AWARDS

2022 NAHB Best in American Living Gold Award, Multifamily, Student Housing

2022 ABC Excellence in Construction Award, Merit, Commercial, \$50-100 Million



Close to the Georgia Tech campus and across from Bobby Dodd stadium, Inspire is a stylish, multi-family housing development filled with all the comforts and conveniences students need for an engaging educational and community experience. The two-building, 239-unit and 750-bed complex offers studios, 1-bedroom, 2-bedroom, 4-bedroom and 5-bedroom apartments and a 4-story parking deck with 280 parking spaces. Residents have access to a rooftop pool, amenity deck with skyline views, courtyards, study rooms and lounges, a fitness center and a game room. The imaginative façade features a pattern of glass and masonry that's distinctive yet in keeping with nearby architecture, which includes the North Ave Apartments (aka Olympic Village) that NBA designed for the 1996 Olympic Games.

NILES BOLTON ASSOCIATES

UH MIDTOWN ATLANTA, GEORGIA

SERVICES

Planning
Architecture
Landscape Architecture
Interior Design

CLIENT

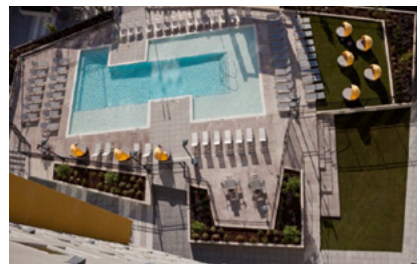
University House Communities

SCOPE / COMPONENTS

1.41 acres
19 floors
268 units; 706 beds
9,238 square feet of retail space
Club room, Study room, Media
room Fitness center
Sky lounge
Resort-style pool
Complete: August 2015

AWARDS

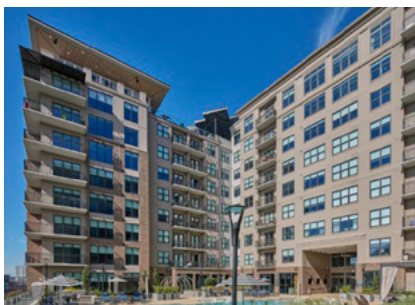
2017 B.O.B. Award - Multifamily,
IIDA Georgia



Keeping students close to campus and connected with the school was an underlying rationale for this mixed-use complex serving Georgia Tech. The luxury high-rise has all the amenities essential for today's college life, even a bocce court on its elevated courtyard. The 19-story building has a contemporary feel, club and study rooms, fitness center, resort-style pool and a ground floor with 9,238 square feet of retail space. Not only can students amble over to class, they can walk to restaurants, shopping, nightlife, entertainment, and major sporting and concert venues.

NILES BOLTON ASSOCIATES

A lifestyle of elegance at this posh fourteen-story high-rise, where residents can walk their dog in luxury atop a "woof-top" terrace, explore a customized app for concierge services and swim a lap in Buckhead's largest elevated pool. The Ashley Gables Buckhead offers spacious open floor plans and top-of-the-line interior finishes, including stainless steel appliances, quartz countertops, keyless door locks, hardwood flooring, frame-less showers and balconies. Solar panels feed into three Tesla batteries to power the wraparound rooftop terrace that boasts impressive city views as a well a private dining room and catering kitchen. The 325 units at Ashley range from cozy pied-a-terres to expansive three-story, three-bedroom town house with private two car garages.



THE ASHLEY GABLES BUCKHEAD ATLANTA, GEORGIA

SERVICES

Architecture

CLIENT

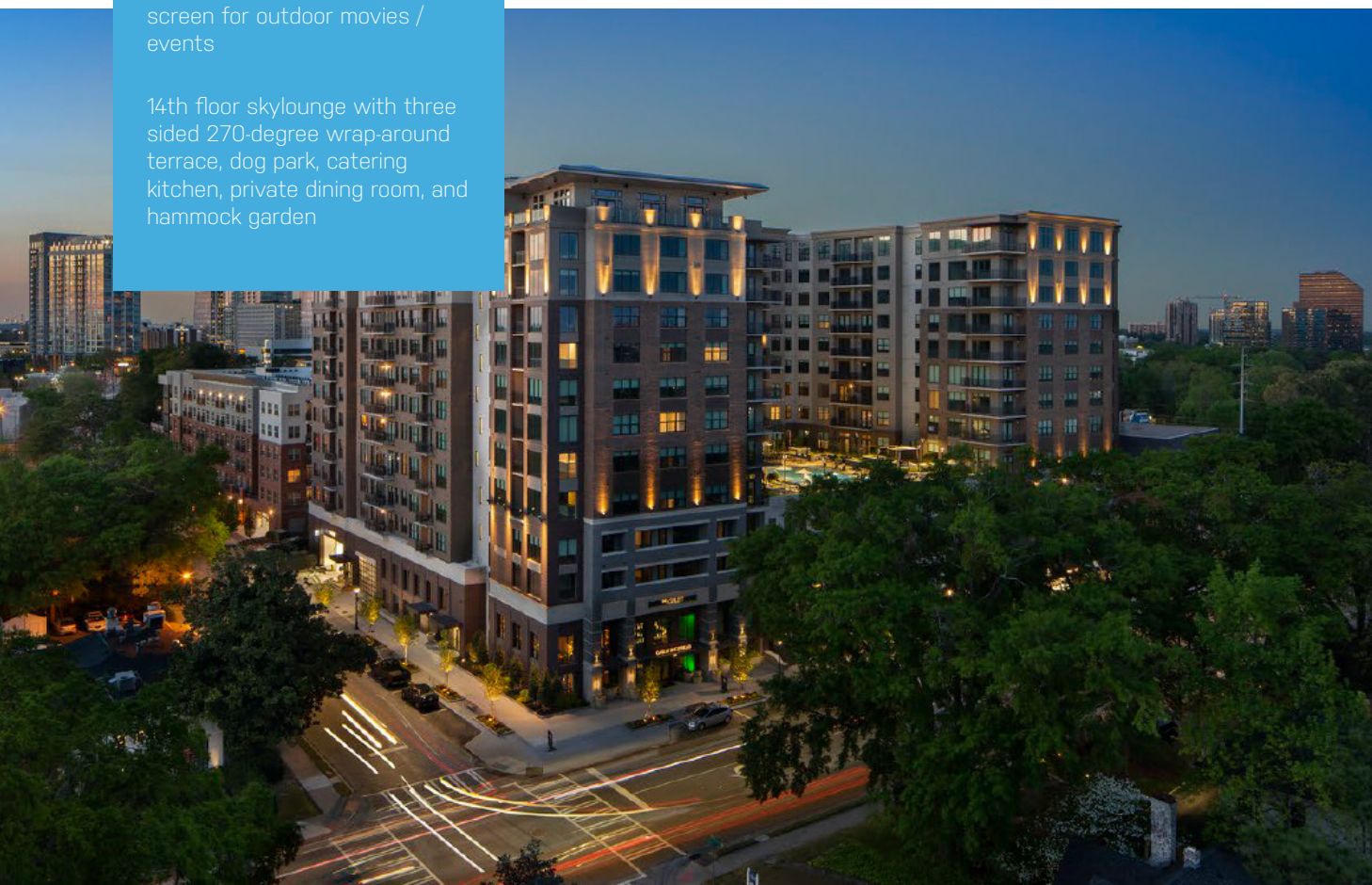
Gables Residential

SCOPE / COMPONENTS

325 units in studio, one, two and three-bedroom configurations
Four, three-bedroom townhomes
14 stories
2,415 sf retail

Leasing office, fitness center, yoga room, club room, theater room, resort style pool, grilling station, courtyard with bocce court, fireplace, and projection screen for outdoor movies / events

14th floor skylounge with three sided 270-degree wrap-around terrace, dog park, catering kitchen, private dining room, and hammock garden



NILES BOLTON ASSOCIATES

STUDIOUS TOWSON, MARYLAND

SERVICES

Architecture

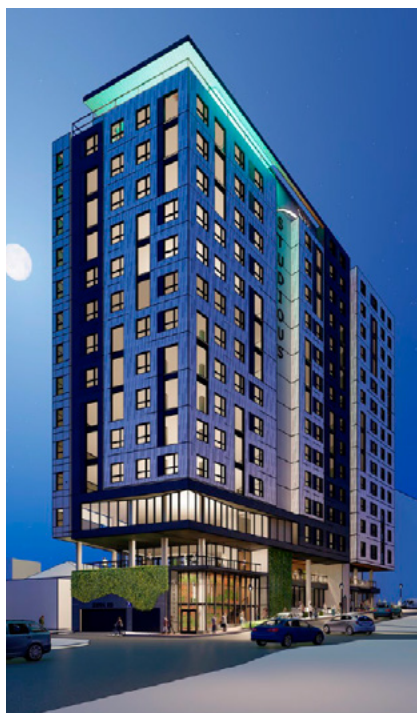
CLIENT

Varsity Investment Group

SCOPE / COMPONENTS

A mixed-use off-campus community serving Towson University students

16-story steel and concrete structure
147 units
350 beds
Micro units
35 compact car spaces, 175 additional parking spaces reserved at nearby garages
100 bike spaces
Studios Cafe
Fitness center
Study lounge on every floor
Outdoor terrace and skylounge on 16th level



THE WESTCOTT HOUSTON, TEXAS

SERVICES

Architecture
Landscape Architecture

CLIENT

Greystar

SCOPE / COMPONENTS

315 total apartment units

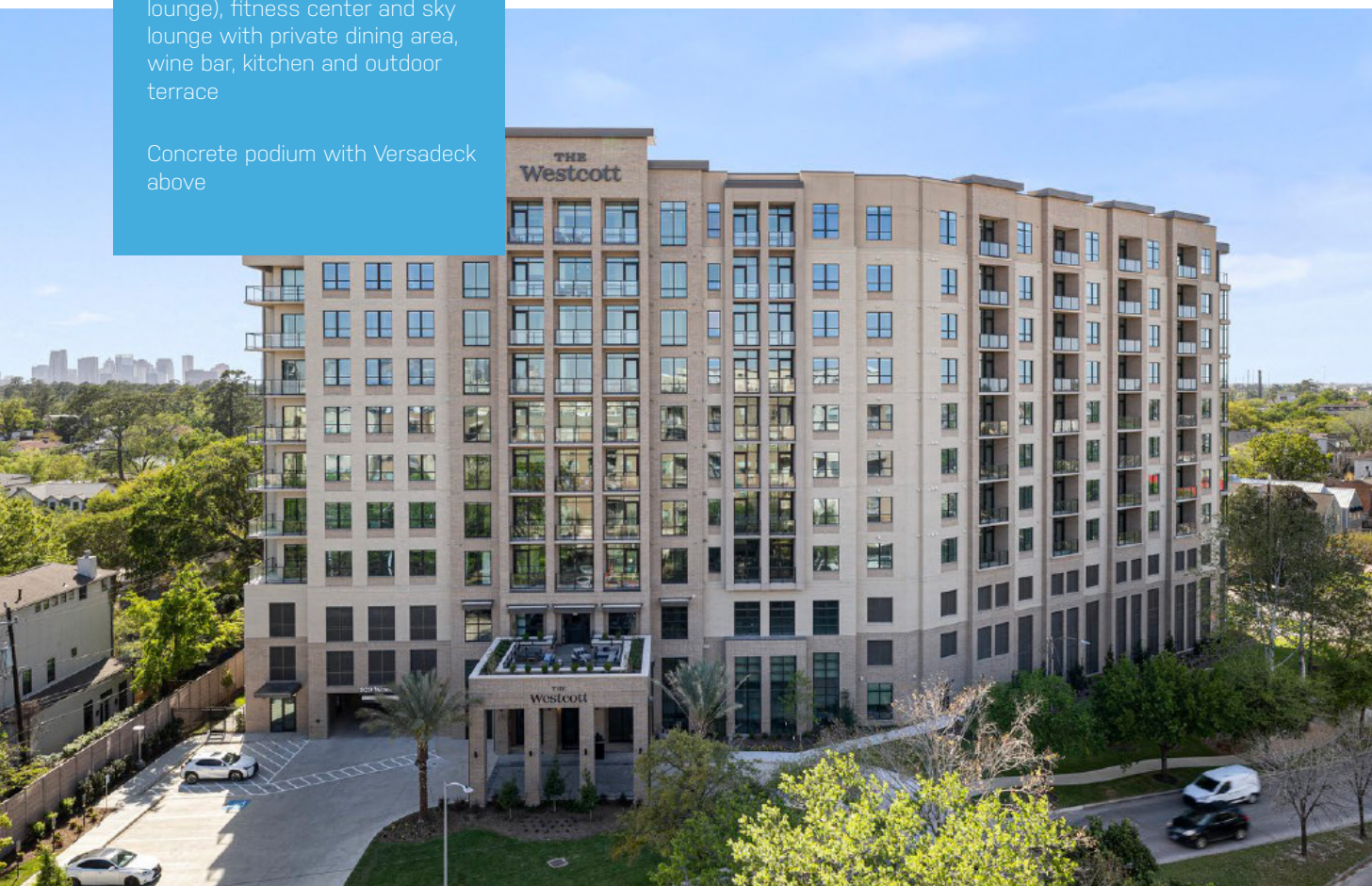
11 stories (8 stories of residential over 3 stories of parking) and 9 penthouse units

Amenities include: two courtyards (both have grilling stations, one has elevated pool with a tanning ledge), clubroom (with yoga room, two guest suites, library, lounge, bar and TV lounge), fitness center and sky lounge with private dining area, wine bar, kitchen and outdoor terrace

Concrete podium with Versadeck above

NILES BOLTON ASSOCIATES

A five-star living experience awaits resident of this pet-friendly hotel-like, 11-story apartment complex featuring nine spacious penthouses amongst its 315 units. The front porte cochere signals the Westcott's high-end approach, whether from valet and concierge services or the Italian-inspired kitchen designs incorporating quartz, wood and stain-less-steel. The fashionable styling extends to the social and meeting spaces, which include an elevated pool with private cabanas, wellness studio, guest suites, bar and TV lounge, library, and a fitness center over-looking the pool. A private dining area, wine bar, kitchen and outdoor terrace grace the chic 11th-floor sky lounge.



Traffic Consultant

AVENUE CONSULTANTS



BRAD BRIMLEY,
PHD, PE, PTOE, RSP

EDUCATION

Doctor of Philosophy, Civil
Engineering, Texas A&M University,
2014

Master of Science, Civil Engineering,
Brigham Young University, 2011

Bachelor of Science, Civil
Engineering, Brigham Young
University, 2011

QUALIFICATIONS

Professional Engineer – State of
Texas #125348

Professional Traffic Operations
Engineer – #4531

Road Safety Professional – #104

YEARS OF EXPERIENCE

Years with Firm | 1
Total Years | 13

AVENUE CONSULTANTS

Brad Brimley brings sharp perspective and exceptional experience from local municipal projects of a variety of sizes. With expertise in intersection and traffic signal design, roadway illumination, simulation, modeling, capacity analysis, and highway safety analysis, Brad applies passion for data-driven and careful decisions into all aspects of his work. Brad has been a resident of College Station for 13 years and has served on multiple boards and committees of the city. His local insights and perspective of the community's transportation needs will be valuable as he incorporates them into design decisions that impact traffic safety and operations.

RELEVANT PROJECTS:

Barron Road Mobility Study

College Station, Texas

Brad managed a study and schematic design for a segment of Barron Road with operational challenges due to the offset intersections of Decatur Drive and Longmire Drive. The project evaluated the feasibility of alternatives including roundabouts, signalization, and unconventional options like Restricted Crossing U-Turn (RCUT) and Green-T intersections. Residents were concerned over reduced mobility of the unconventional intersections. Brad led discussions to listen to the residents, identify their concerns, and help them understand the advantages and disadvantages of each option.

Corporate Parkway Extension Corridor Study

College Station, Texas

Brad evaluated future traffic conditions of the city's business/industrial district along Corporate Parkway. The extension of Corporate Parkway to William D Fitch Parkway was modeled with connection points that form either a four-way intersection or different offset T-intersections with Pebble Creek Parkway. With environmental concerns preventing the connection at Pebble Creek Parkway, the study provided valuable information about operations for the potential offset intersections.

William J. Bryan Parkway Reconstruction

City of Bryan, Texas

Following a rigorous study of the corridor, including traffic modeling and crash analysis, Brad designed three traffic signals and six pedestrian hybrid beacons. The traffic signals were designed per City of Bryan specifications, with construction to be by TxDOT. Fiberoptic communication connects each signal to the City's network.

Nuckols Crossing Road Schematic Design and Preliminary Engineering Report

Austin, Texas

As project manager, Brad was tasked with developing solutions to revitalize the corridor and improve safety and mobility for all users. There were several areas with no pedestrian facilities, and Brad discovered that the corridor also experiences a high number of right-angle crashes and single-vehicle collisions. Brad led the team to design a mini roundabout to replace a stop-controlled intersection, addressing right-angle crashes while minimizing ROW acquisition. By meeting with crossing guards and the elementary school principal, Brad learned that children routinely jaywalk between the school and the city library, even though there is a nearby crossing guard. Brad led the team to add new crossings that safely meet the pedestrian's needs. Median islands were designed for all midblock crossings to add deflection that encourages lower vehicle speeds.

Construction

HOAR CONSTRUCTION



We have been in business for 84 years, and we're very proud of that. There aren't many companies in our industry that have been around this long. During these 84 years, we've been able to thrive, grow, and expand. Today, we have seven offices in six states and attribute our success to the values our company was founded on.

F.R. Hoar established the company on the principle of treating clients the way he would want to be treated and we've continued that practice. We treat them and our other team members as partners. We're committed to their success just as much as our own, and we want to earn their trust. We fill our project teams with reliable experts who know how to get the project done right, the first time. We collaborate with clients and team partners to ensure successful outcomes.

We believe the future of construction is process-driven, where architect, contractor, and trade partners all work together to deliver the very best building experience possible.

HOAR CONSTRUCTION



JEFF LIGHT, LEED AP
Vice President of Division
Operations

Jeff oversees construction projects with an emphasis on helping clients to achieve their vision by managing each assignment from design and preconstruction to the delivery of a fully-functioning building. His experience in program management spans from higher education campus relocations to an abandoned power plant renovation program. He uses lessons learned from these experiences and resources available to successfully guide and navigate the team through any challenging situations that may arise. His ultimate responsibility is to hold Hoar and its team members accountable to meet our commitment to the client.

EDUCATION, CERTIFICATIONS & PROFESSIONAL AFFILIATIONS

- B.S. - Construction Science, Texas A&M University
- OSHA 10-Hour Trained
- ASHE Health Care Construction Certified
- Associate Constructor, American Institute of Constructors
- First Aid/CPR/AED Certified
- 2012 Hoar Leadership Council

RELEVANT PROJECTS:

Icon, Austin, TX, 30-story, 555 bed, 216 unit, 301,200 GSF student housing tower with rooftop pool, amenity center; includes 4-level 100 space below grade garage.

Inspire on 22nd, Austin, TX, 242,000 SF, 18-story, design-build highrise student housing in West campus; project includes 129 units, 439 beds with 4 levels of below-grade parking; 10,000 SF is dedicated to a campus group with a kitchen, worship space, and administrative areas.

Carr Hall, Angelo State University, San Angelo, TX, design-build renovation; 18,014 SF, 2-story student housing building.

The Loren, Austin, TX, new 225,000 SF, 108-room hotel includes 25 additional condo units, 2 penthouses, 8,000 SF of restaurant and event space, and 8,500 SF of retail space, luxury spa, gym, swimming pool and ground-level retail.

The Richardson at Tarriytown, Austin, TX, 3-story 76,000 SF building of residential units, amenity space including a pool, terraces, and a courtyard; 25,000 SF of on grade parking.

Dell Children's Bed Tower, Austin, TX, New 4-story, 105,000 SF, 72-bed pediatric hospital expansion, includes one floor dedicated to pediatric critical care, one floor for hematology/oncology inpatient services, and another floor dedicated to general acute inpatient services, with a fourth floor shelled for future expansion.

Building for Academic & Student Services, Texas A&M University - Texarkana, Texarkana, TX, 58,000 SF, 3-story multipurpose building, which integrates student support facilities with classrooms.

Dell Seton Medical Center Vertical Expansion, Austin, TX, 4-story vertical expansion to the teaching hospital at the University of Texas; includes 4 new ORs, complete buildout, plinth expansion, and surgery expansion.

Centralized Operational Reliability and Efficiency Facility (CORE), Texas A&M University Central Texas, Killeen, TX, Central Utility Plant, includes chilled water, electric and fiber optics; additional university police department space and emergency operations center.

The Backyard Infrastructure, Bee Cave, TX, Phase 1 of a 35 acre cultural and entertainment center. Includes earthwork, ponds, wet and dry utilities.

Cullen Auditorium Renovation, Abilene Christian University, Abilene, TX, renovation of existing Cullen Auditorium; including infrastructure upgrades, increased seating capacity and interior overhaul to the performance hall facility.

Moody Coliseum, Abilene Christian University, Abilene, TX, 153,000 SF; renovation and expansion; a north tower and south tower, each 3 stories tall which will include a lobby, administrative offices, basketball offices, and a 2,000 SF hospitality area.

HOAR CONSTRUCTION



BRADY JOHNSON

Senior Vice President, Texas

As Senior Vice President, Brady has overall responsibility for all project activities from programming and design to preconstruction, to construction and commissioning, through close-out and warranty. He works closely with project managers and superintendents to ensure project goals are fully articulated and satisfied, and work onsite is performed safely to Hoar's high quality standards.

EDUCATION & CERTIFICATIONS

- B.S. - Construction Science, Texas A&M University
- AHCA Certified
- OSHA 10-Hour Trained
- Scaffold Training Institute Scaffold Competent Person Certified
- National Trench Safety Competent Person Excavation Certified
- OSHA Respirable Crystalline Silica Competent Person Trained

RELEVANT PROJECTS:

Icon, Austin, TX, 30-story, 555 bed, 216 unit, 301,200 GSF student housing tower with rooftop pool, amenity center; includes 4-level 100 space below grade garage.

Inspire on 22nd, Austin, TX, 242,000 SF, 18-story, design-build highrise student housing in West campus; project includes 129 units, 439 beds with 4 levels of below-grade parking; 10,000 SF is dedicated to a campus group with a kitchen, worship space, and administrative areas.

X Houston, Houston, TX, 33-story high rise located in the Museum District that promotes community with large shared amenity spaces and smaller living quarters. The 738,451 SF high rise has 433 parking spaces in the garage on floors 2-11, amenities on floors 12-14, and residential units on 15-33.

2311 Westheimer, Houston, TX, 13-Level Multifamily High Rise with 209 Units and 4 Levels of Cast-In-Place Parking Garage.

Ravella Town Center, Jacksonville, FL, 306-unit, 4-story multifamily complex with a club house, pool, and 7-story parking garage.

Latitude Med Center, Houston, TX, 375-unit, 615,000 SF multifamily high-rise community built to be compact and located near Houston's world-renowned Medical Center; 25 stories of apartment units on top of 9 stories of parking.

Gables Parke Pointe, Arlington, VA, 368-unit high-rise apartment complex; 12-story concrete tower and 8-story concrete/wood frame tower; 4 levels of below-grade parking; 390 spaces; LEED Silver certified.

Town Centre Two, Houston, TX, 185,000 SF, 8-story Core and Shell office building located in Town and Country.

The Ascent at Victory Park, Dallas, TX, 302-unit, 627,000 SF commercial, residential, and mixed use high rise strategically built near 2 local commuter train systems; ground-level retail; 5-story parking garage; amenity deck featuring cantilevered pool.

Lumen at Tysons, Tysons, VA, 398-unit, 394,000 SF residential tower; 24 floors of multifamily units over 17,000 SF of ground-floor retail with 5 levels of above-grade parking and 4 levels below; LEED Silver certified.

The Kingston at Anderson Park, McLean, VA, 343,000 SF, 319-unit high-rise apartment complex; features high-end finishes; 2-story sky bridge connecting 13th and 15th story towers at 10th floor; 1st of 7 phases; LEED Silver certified.

Novel River Oaks, Houston, TX, 782,900 SF, 300-unit luxury multifamily residences near Uptown Houston with ground level retail, a swimming pool and pool house, fitness club, yoga room, city view lounge, and 596-car parking garage.

Drewery Place, Houston, TX, 28-story, 357-unit, 743,700 SF luxury multifamily high rise in the heart of midtown Houston; includes 8-story parking garage.

The Lane, The Woodlands, TX, 7-story, 163-unit multifamily development. The 179,300 SF luxury apartment consist of two-story street-level townhomes, and two levels of parking decks. Amenities include a co-working space, club room, fitness center, outdoor cooking areas, and bike storage.

HOAR CONSTRUCTION



JOEL CHIMAN

Senior Superintendent

As senior superintendent, Joel is responsible for taking a proactive approach to managing the construction of the project. He plans the sequence of activities necessary for completing the project on schedule, resolving construction issues, coordinating the delivery of all materials, and directing the work in accordance with the project schedule. Joel conducts preconstruction conferences before each trade begins, monitors quality workmanship, and holds weekly safety and coordination meetings with trade partners.

EDUCATION, CERTIFICATIONS & PROFESSIONAL AFFILIATIONS

- OSHA 10- and 30- Hour Trained
- First Aid/CPR/AED Certified
- National Trench Safety Competent Person Excavation Certified
- NFPA 1670 & OSHA 29 CFR 1910.146 Confined Space Trained
- Scaffold Training Institute Scaffold Competent Person Certified
- OSHA Respirable Crystalline Silica Competent Person Trained

RELEVANT PROJECTS:

Inspire on 22nd, Austin, TX, 242,000 SF, 18-story, design-build highrise student housing in West campus; project includes 129 units, 439 beds with 4 levels of below-grade parking; 10,000 SF is dedicated to a campus group with a kitchen, worship space, and administrative areas

The Loren, Austin, TX, new 225,000 SF, 108-room hotel includes 25 additional condo units, 2 penthouses, 8,000 SF of restaurant and event space, and 8,500 SF of retail space, luxury spa, gym, swimming pool and ground-level retail.

Hotel Alessandra, Houston, TX, 199,000 SF, 21-story, 125-key luxury hotel development in downtown Houston; unitized curtainwall skin; demolition of 2-story building and MEP relocation for retail facility.

Central Texas Medical Center additions & Renovations, San Marcos, TX, 2-story patient wing addition with 20 postpartum beds, 2 antepartum beds, 7 LDRs, C-section room, and delivery room.

Paloma Ridge Office Building C, Austin, TX, 3-story, 168,000 SF tilt-wall office building on a partially developed site with two existing office buildings; seeking LEED Certification.

TxDOT Paris District Headquarters Complex, Paris, TX, 12 building, 45 acre headquarters complex; includes headquarters, lab, warehouse, vehicle storage, pavilion, storage, and electrical buildings.

Florida Hospital Fish Memorial, Orange City, FL, 23,000 SF, 36-bed renovation and expansion of progressive care unit.

Hilton Austin Convention Center, Austin, TX, 950,000 SF, 37-story, high-rise building in downtown Austin with hotel space of 800 guest rooms, 2 large ballrooms, 3 restaurants, retail and office space, 5 floors of underground parking and guest amenities.

Bell Helicopter, Lafayette, LA, 84,400 SF helicopter assembly facility with office space, helicopter assembly area, parking spaces, helipads and retention pond.

Triumph Aerostructures, Red Oak, TX, 800,000 SF, design-build aeronautic manufacturing facility with area to house autoclave vessels, mechanical rooms, office and training space, and parking spaces.

Triumph Aerostructures, Red Oak, TX, 250,000 SF, design-build aeronautic manufacturing facility; 15,000 SF of office/training space, 3000 SF mechanical room; installation of high pressure hydraulic line, 5 overhead crane beams, largest G86 riveter in the world, underground and overhead compressed air lines, concrete tilt walls, clear span structural steel; 500 tons of structural steel set in place; poured over 15,000 CY of concrete; 200 employee parking spaces.

Metroplex Health System - 3rd Flood TCU, Killeen, TX, 16,300 SF interior build-out for 24-bed transitional care unit on 3rd floor of existing tower.

***Cedar Park Regional Medical Center**, Cedar Park, TX, 285,000 SF, 4-story medical center with 75 beds, emergency department, acute-care services, and retention pond.

HOAR CONSTRUCTION



MATTHEW TUMMINIA

Senior Project Manager

As senior project manager, Matt is the primary day-to-day point of contact with the owner and responsible for the management of the project. His duties include all project administration and correspondence, purchasing and subcontracting, managing the shop drawing process, schedule monitoring, problem resolution, preparing monthly reports and owner billings, preparing and completing project closeout including warranties and as-built drawings, and other duties as necessary to successfully complete the project.

CERTIFICATIONS

- Master Plumber, Colorado License, No. 189978
- OSHA 10- and 30-Hour Trained
- American Red Cross Bloodborne Pathogens Trained
- American Red Cross First Aid/ CPR Certified
- OSHA Respirable Crystalline Silica Competent Person Trained

RELEVANT PROJECTS:

Icon, Austin, TX, 30-story, 555 bed, 216 unit, 301,200 GSF student housing tower with rooftop pool, amenity center; includes 4-level 100 space below grade garage.

Dell Children's Bed Tower, Austin, TX, New 4-story, 105,000 SF, 72-bed pediatric hospital expansion, includes one floor dedicated to pediatric critical care, one floor for hematology/oncology inpatient services, and another floor dedicated to general acute inpatient services, with a fourth floor shelled for future expansion.

The Ellis, Charlotte, NC, 34-story apartment complex featuring 365 luxury apartments in the high rise and 20,000 SF of retail below.

Latitude Med Center, Houston, TX, 375-unit, 615,000 SF multifamily high-rise community built to be compact and located near Houston's world-renowned Medical Center; 25 stories of apartment units on top of 9 stories of parking.

The Richardson at Tarrytown, Austin, TX, 4-story, 76,000 SF building of 27 high-end residential units ranging from 1,900 SF to 6,000 SF, amenity space including a pool, terraces, and a courtyard; 25,000 SF of on grade parking.

Lumen at Tysons, Tysons, VA, 398-unit, 394,000 SF residential tower; 24 floors of multifamily units over 17,000 SF of ground-floor retail with 5 levels of above-grade parking and 4 levels below; seeking LEED Silver certification.

The Ascent at Victory Park, Dallas, TX, 22-story, 302-unit, 627,000 SF commercial, residential, and mixed use high rise strategically built near 2 local commuter train systems; ground-level retail; 5-story parking garage; amenity deck featuring cantilevered pool.

Ravella at Kingwood Apartments, Kingwood, TX, 396,000 SF, 264-unit, 15-building, 3-story garden style apartment complex with clubhouse, pool, and 6 6-car detached garages.

One Lakes Edge, The Woodlands, TX, 825,000 SF, 8-story, mid-rise luxury apartment building with 391 residential units and retail space built around 8-story, 700-space parking structure; 66-acre site; cast-in-place structure; seeking LEED Silver certification.

M2 Apartments, Denver, CO, 293,000 SF apartment complex; 298 units in 15 2- and 3-story buildings; wood-framed with siding and stone veneer; 13.5-acre site; National ABC Pyramid Award.

The Oakridge Senior Living Home, Fort Collins, CO, 6-story residential facility with 100 care units and 530 living units.

Hyatt Summerfield, Denver, CO, 5-story, 350-key hotel.

Baymont Inn and Suites, Denver, CO, 8-story, 200-key hotel.

East High School renovation, Denver, CO, 6-story, 3.5-month turn-key renovation.

HOAR CONSTRUCTION



STEPHEN PHELPS,
LEED AP
Senior Superintendent

Stephen oversees, directs, and manages activities at the project site. He oversees personnel on the company payroll, coordinates delivery of all materials, plans the sequence of activities necessary for completing the job on schedule, and directs the work in accordance with the job progress schedule. He resolves construction issues, monitors compliance with the safety program requirements, and monitors quality workmanship.

EDUCATION & CERTIFICATIONS

- B.S. - Construction Science and Management, University of Texas at San Antonio
- LEED Accredited Professional
- OSHA 30-Hour Trained
- CPR Certified
- Scaffolding Trained
- Asbestos Awareness Trained
- Boom Supported Aerial Lift Trained
- Scissor Arm Supported Aerial Lift Trained
- OSHA Respirable Crystalline Silica Competent Person Trained
- Fall Protection Trained
- LEAN Construction Management Trained

RELEVANT PROJECTS:

Icon, Austin, TX, 30-story, 555 bed, 216 unit, 301,200 GSF student housing tower with rooftop pool, amenity center; includes 4-level 100 space below grade garage.

The Backyard Infrastructure, Bee Cave, TX, Phase 1 of a 35 acre cultural and entertainment center. Includes earthwork, ponds, wet and dry utilities.

The Backyard Garages P1, Austin, TX, new 400 car parking garage

The Backyard Garages P2, Austin, TX, new 800 car parking garage

Seton Northwest OR Renovation & Expansion, Austin, TX Infrastructure updates to operating rooms, renovation of surgical suite, including the addition of 2 new operating rooms; installation of new HVAC equipment to support expansion.

Seton Medical Office Building, Austin, TX, 100,000 SF new 4-story medical office building core and shell and a 3-story 300 car precast parking garage.

Inspire on 22nd, Austin, TX, 242,000 SF, 18-story, design-build highrise student housing in West campus; project includes 129 units, 439 beds with 4 levels of below-grade parking; 10,000 SF is dedicated to a campus group with a kitchen, worship space, and administrative areas.

Paloma Ridge Office Building C, Austin, TX, 3-story, 168,000 SF tilt-wall office building on a partially developed site with two existing office buildings; seeking LEED Certification.

The Richardson at Tarrytown, Austin, TX, 3-story, 76,000 SF complex offering residential units and amenity space including pool, terraces, and courtyard; 25,000 SF of on-grade parking.

HealthSouth Rehabilitation Hospital, Pearland, TX, new 40-bed, 50,000 SF rehabilitation hospital with a therapy gym and courtyard.

***Engineering Building Roof Repair**, University of Texas San Antonio, San Antonio, TX

***Jones Dining Hall Remodel**, Texas State University, San Marcos, TX

***Battle Command Training Center II**, Ft. Sam Houston, TX, quality control specialist; gathered LEED criteria and implemented IAQ Management Plan.

***Army Reserve Center Renovation**, Ponca City, OK

***Army Reserve Center Renovation**, Laredo, TX

*Projects completed with previous employer

INSPIRE ON 22ND

AUSTIN, TEXAS

PROJECT FACTS

18 stories
4 levels below-grade parking
129 units
439 beds
283,000 SF

OWNER

Capstone Collegiate Communities

ARCHITECT

Rhode Partners

DESIGN-BUILD DELIVERY

8/2017-8/2019

HOAR CONSTRUCTION

Inspire on 22nd is an 18-story, design-build high rise for student housing in West Campus near the University of Texas and downtown Austin.

The new 18-story high rise includes 129 fully furnished units, private bathrooms and washer/dryer in every unit. The new student housing facility is fully equipped with amenities ranging from a rooftop resort style pool, Car-to-Go Rideshare, entertainment room, state-of-the-art fitness center and multiples floors of amenity space.



THE ELLIS CHARLOTTE, NORTH CAROLINA

PROJECT FACTS

365 units
34 stories
385 foot tall high rise
474,081 SF

OWNER

Quarterra Multifamily (previously known as LMC)

ARCHITECT

KTGY

AWARDS

2021 Excellence In
Construction Award of Merit
// Associated Builders &
Contractors

HOAR CONSTRUCTION

The Ellis is a 34-story apartment complex situated in the North Tryon Street corridor of Charlotte, encompassing the entire city block.

It is one of the largest and tallest multifamily communities in the area at 385' tall featuring 365 luxury apartments and 20,000 SF of retail below. The building has several amenities, including both an indoor and outdoor fitness facility, yoga room, library, and a pool on the 33rd floor. We worked in conjunction with the developer, who handled the mid-rise building adjacent to the high rise building.

The four biggest challenges we faced was building within a tight 3.5 acre urban site with a zero-lot-line, working in conjunction with the mid-rise building and their trade partners, keeping pedestrian's safe, and maintaining the construction schedule due to material delays from the Covid pandemic. We overcame these challenges by developing a safety and quality plan to eliminate hazards by incorporating covered sidewalks, exclusion zones where debris could potentially land at ground level; we placed barricades and ground men or spotters redirecting pedestrians around these zones, debris netting all around the building, and three rows of guardrail with 100% tethering. To help maintain schedule deliveries and congestion on site, we had our trade partners use an app called X to work with the city to reserve delivery times and schedule as many night deliveries as possible. Strict Covid measurements we put in place to keep the entire project team staff and prevent being shut down. The project was never shut down and was finished on time.



RONE RESIDENCES

HOUSTON, TEXAS

PROJECT FACTS

\$93,131,857

Original Construction Cost

\$99,844,455

Final Construction Cost

15% Self-Performed

544,927 SF

February 2023 Notice to Proceed

May 2025 Substantial Completion

MEP SUBCONTRACTOR

Hays Electrical Services, Gilbert
Plumbing Company, Schaffer
Mechanical, Inc.

OWNER

High Street Houston
Development, Inc./Trammell
Yewande Faphunda

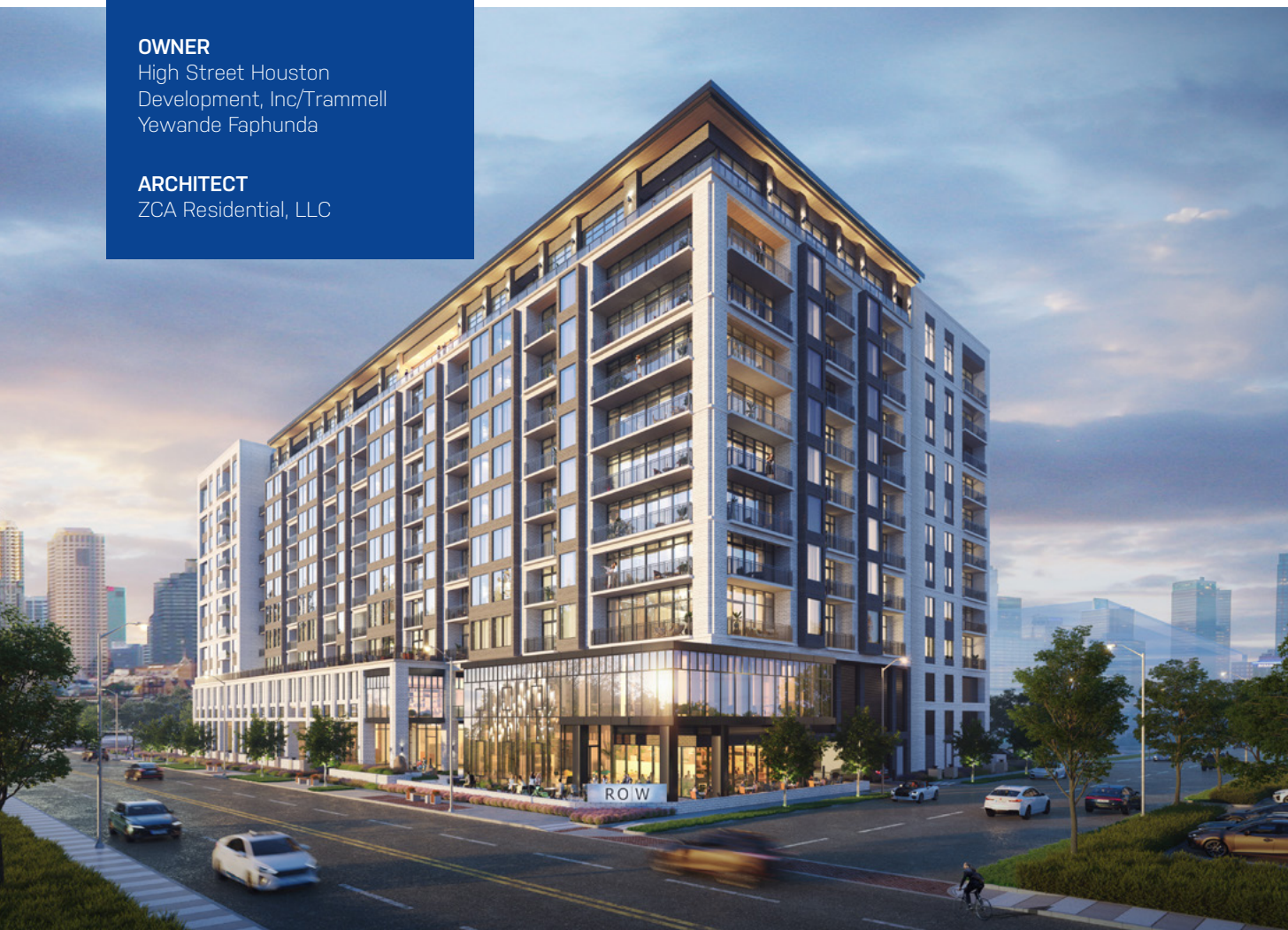
ARCHITECT

ZCA Residential, LLC

HOAR CONSTRUCTION

Rone Residences is a 544,927 SF, 13-story multifamily development in Houston, Upper Kirby district.

The 209-unit luxury multifamily complex includes 4 levels of parking and ground floor cafe. The new apartments range from 880 square foot to 2,200 square foot penthouses.



HOAR CONSTRUCTION

Icon is a 246,867 GSF, 30-story high rise student housing building in Austin.

The 216-unit tower includes a rooftop pool and amenity deck, and four levels of below grade parking. The high rise brings 555 student housing beds to West Campus near the University of Texas and Downtown Austin, with apartments ranging from one- to five-bedroom units. The premier student living complex will feature state-of-the-art amenities, including a rooftop pool, fitness center, game and lounge rooms, a podcast studio and a number of student work spaces, all located on the top floors of the building.

ICON AUSTIN, TEXAS

PROJECT FACTS

\$88,539,037

Original Construction Cost

TBD

Final Construction Cost

10% Self-Performed

246,867 SF

March 2023 Notice to Proceed

TBD Substantial Completion

MEP SUBCONTRACTOR

Jordan & Skala Engineers

OWNER

John Sims

ARCHITECT

Niles Bolton Associates



THE LANE THE WOODLANDS, TEXAS

PROJECT FACTS

\$34,889,996
Original Construction Cost

\$35,633,060
Final Construction Cost

15% Self-Performed
179,300 SF
August 2019 Notice to Proceed
JAN 2021 Substantial Completion

MECHANICAL SUBCONTRACTOR
DBR

PLUMBING SUBCONTRACTOR
DBR

ELECTRICAL SUBCONTRACTOR
DBR

OWNER
Howard Hughes

ARCHITECT
Shepley Bulfinch

HOAR CONSTRUCTION

Located in The Woodlands, The Lane at Waterway is a 179,300 SF, 7-story multifamily residence with resort-quality amenities. The 163 unit luxury apartment consist of two-story street-level townhomes, and two levels of parking decks. The apartments and townhomes features one, two, three bedrooms with luxe finishes, energy-efficient appliances and designer details.



TEXAS A&M UNIVERSITY - TEXARKANA

BRINGLE LAKE VILLAGE

PROJECT FACTS

87,000 SF

OWNER

Texas A&M University

ARCHITECT

Parkhill Smith & Cooper

CONSTRUCTION DATES

8/2010 - 8/2011

HOAR CONSTRUCTION

The Bringle Lake Village project was the first housing facility on the Texas A&M University - Texarkana campus.

This residence hall was completed in July 2011 and ready for full occupancy to house the fall semester students. The scope of work for this three-story facility was approximately 300 beds, with 200 beds in four bedroom/two bath and two bedroom/one bath suite style units, and 100 beds in a basic dormitory style unit containing two bedrooms (one bed each) with a shared bathroom. Auxiliary spaces in this residence hall include reception/office area, laundry, activity room, study/lounge areas, and a computer room.



HOAR CONSTRUCTION

One Lakes Edge is at the heart of the Hughes Landing office and retail development. An eight-story, mid-rise, luxury apartment building with 390 residential units and retail space on the first floor.

The project team at One Lakes Edge delivered the 824,600 SF project in just 18 months. The post-tensioned, cast-in-place concrete super structure went up in an impressive 46 weeks, the team averaged to pour 26,000 SF of concrete per week for 33 weeks to get this accomplished. By committing to our partners' success as much as our own, Hoar was able to keep the team focused on efficient production and timely, effective communication of information in order to complete One Lakes Edge within the compressed schedule and exceeded the quality expectations established by the owner.

ONE LAKES EDGE THE WOODLANDS, TEXAS

PROJECT FACTS

\$68,003,667

Original Construction Cost

\$71,731,487

Final Construction Cost

8% Self-Performed

824,600 SF

October 2013 Notice to Proceed

APR 2015 Substantial Completion

MEP SUBCONTRACTOR

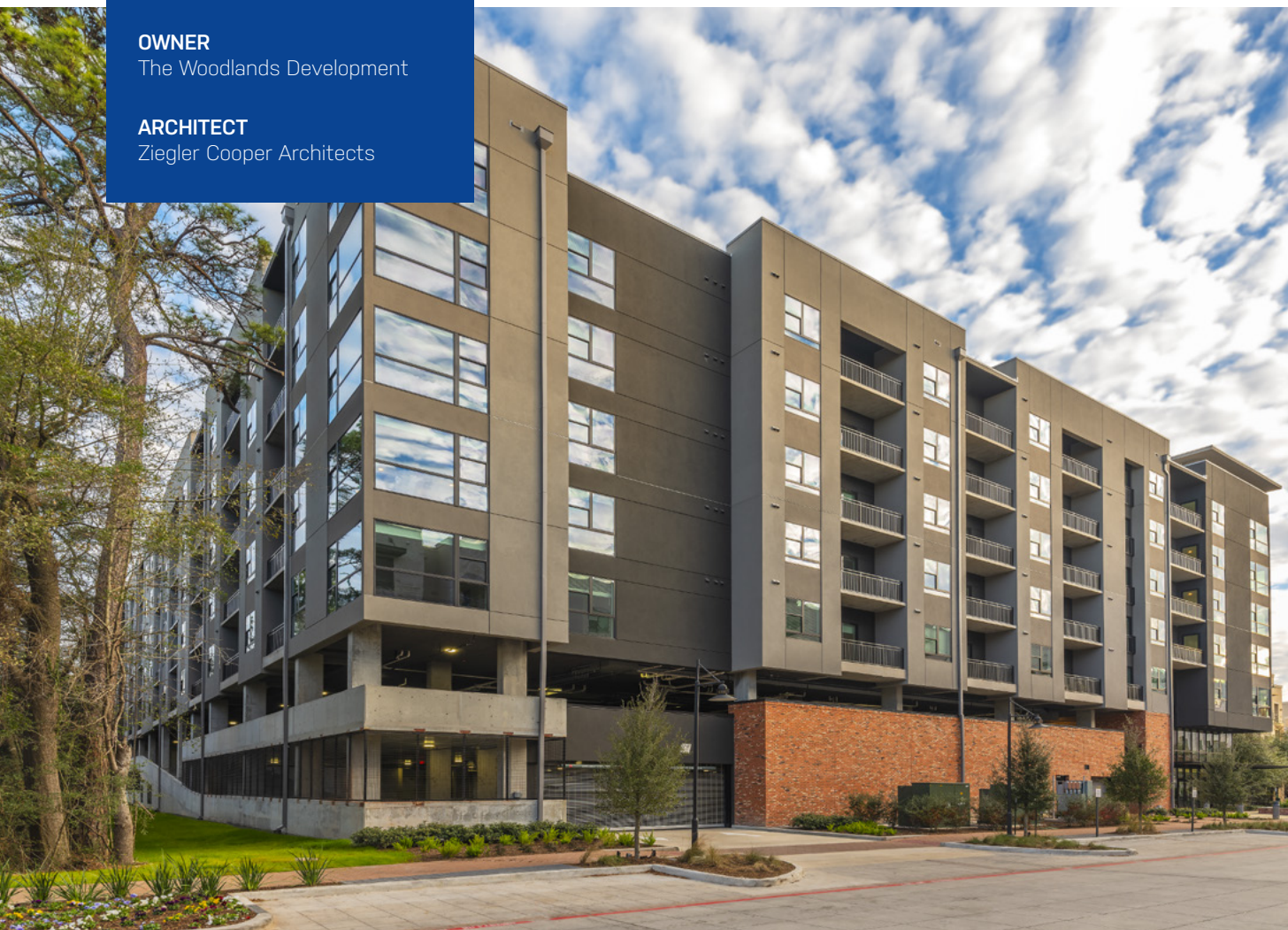
DPR

OWNER

The Woodlands Development

ARCHITECT

Ziegler Cooper Architects



Civil Engineer



**MITCHELL &
MORGAN, LLP
(M&M)**

MITCHELL & MORGAN, LLP (M&M)

ABOUT OUR PROJECT ENGINEER

Ms. Morgan has extensive experience in site design, pavement design, drainage design, utility design and permitting. During her time with M&M, she has managed, co-managed or supervised many projects that involved site, drainage, and utility design work.

AWARDS + HONORS

- Engineer of the Year, Brazos Chapter, TSPE, 2001
- Young Engineer of the Year, Brazos Chapter, TSPE, 1994
- Chi Epsilon, Civil Engineering Honor Society
- Tau Beta Pi, Engineering Honor Society

RELEVANT PROJECTS:

Sterling Northgate

Located in both the City of Bryan and the City of College Station, the Sterling Northgate project was a very unique and rewarding student housing development. In the City of Bryan, the project consisted of a 3-story, 80,270 SF building with 54 units containing a total of 171 bedrooms located at the corner of Natalie Street and Boyett Street. The College Station portion of the project consisted of a 7-story, 280,266 SF building with 178 Units containing a total of 578 bedrooms and an 8-story, 240,112 SF parking garage located in the City's Northgate District bounded by Wellborn Road, First Street, Spruce Street and Boyett Street. This project completed construction and opened in August 2017 and was certified LEED Silver in 2018.

The Domain at Northgate

Located in the Northgate District of College Station, The Domain at Northgate property consists of a 3.33 acre tract located in the Boyett Estate Partition. It is bounded by Church Avenue, First Street, Louise Avenue, and Wellborn Road. The project consisted of a single level parking deck, a surface parking lot, an outdoor pool and amenity area as well as a 4-story mixed use structure with a footprint of approximately 45,820 square feet. Mitchell & Morgan provided a Feasibility Analysis to identify the site locations constraints and required entitlement process steps that would be necessary for the redevelopment of the property. We also provided all civil design services that included a demolition plan, a site plan, a utility relocation plan, waterline design, sanitary sewerline design, storm sewer design, and underground detention design.

Additional multi-family project Experience

- The Otto Student Housing
- The Rev Student Housing Civil Consulting Services, College Station, Texas
- The Standard at College Station Civil Consulting Services, College Station, Texas
- Northpoint Crossing, College Station, Texas
- The Lofts at Wolf Pen Creek, College Station, Texas



VERONICA J.B.
MORGAN, PE, CFM
Managing Partner

EDUCATION

Master of Engineering, Civil
Engineering, Water Resources,
1993, Texas A&M University, College
Station, Texas

Bachelor of Science, Civil
Engineering, 1985, Texas A&M
University, College Station, Texas

REGISTRATION

Professional Engineer:
TX (# 77689) (Exp: 06/2025)

Certified Flood Plain Manager:
TX (# 0617-04) (Exp: 12/2024)

PROFESSIONAL AFFILIATIONS

- American Society of Civil
Engineers
- Texas Society of Professional
Engineers
- National Society of Professional
Engineers
- American Water Works Association
- National Association of State
Floodplain Managers
- National Association of State
Floodplain Managers
- Order of the Engineer

MITCHELL & MORGAN, LLP (M&M)

ABOUT OUR PROJECT ENGINEER

Mr. Batenhorst has worked for M&M since 2002 and has 28 years of experience designing projects which include site design, roadway design, drainage design, utility design, and sidewalk design.

AWARDS + HONORS

- Young Engineer of the Year, Brazos Chapter, TSPE, 2002
- Chi Epsilon, Civil Engineering Honor Society



**JAMES T.
BATENHORST, PE**
Jr. Partner

EDUCATION

Bachelor of Science, Civil
Engineering, 2002, Texas A&M
University, College Station, Texas

Bachelor of Science, Engineering
Technology, 1996, West Texas A&M
University, Canyon, Texas

REGISTRATION

Professional Engineer:
TX (# 93631) (Exp: 03/2025)

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- Texas Society of Professional Engineers
- National Society of Professional Engineers
- Institute of Transportation Engineers
- Order of the Engineer

RELEVANT PROJECTS:

Northpoint Crossing

Northpoint Crossing is a mixed-use, student housing development located in College Station, Texas. With more than 53,000 SF of retail and restaurants, 3 parking garages and more than 1,800 residences, this site is one of the most vibrant and inviting urban destinations in town. It complements the urban development of several nearby areas such as Northgate and Texas A&M University. M&M completed the entitlement process for the project as well as provided all civil design, utilities, thoroughfare design and permit coordination with all regulatory entities. Construction for Phase I was completed in August 2014 with Phase 2 being completed in August 2015.

The Domain at Northgate

Located in the Northgate District of College Station, The Domain at Northgate property consists of a 3.33 acre tract located in the Boyett Estate Partition. It is bounded by Church Avenue, First Street, Louise Avenue, and Wellborn Road. The project consisted of a single level parking deck, a surface parking lot, an outdoor pool and amenity area as well as a 4-story mixed use structure with a footprint of approximately 45,820 square feet. M&M provided a Feasibility Analysis to identify the site locations constraints and required entitlement process steps that would be necessary for the redevelopment of the property. We also provided all civil design services that included a demolition plan, a site plan, a utility relocation plan, waterline design, sanitary sewerline design, storm sewer design, and underground detention design.

Additional multi-family project Experience

- Springs at University Drive, Bryan, Texas
- The Cottages at College Station, College Station, Texas
- The Junction Cottages & Townhomes, College Station, Texas
- The Retreat at College Station, College Station, Texas
- The Lofts at Wolf Pen Creek, College Station, Texas
- SoCo at TowerPoint Apartments, College Station, Texas
- Holleman Crossing Apartments, College Station, Texas

MITCHELL & MORGAN, LLP (M&M)



JOAQUIN U.
JARAMILLO, PE
Jr. Partner

EDUCATION
Bachelor of Science,
Civil Engineering, 2002,
Texas A&M University,
College Station, Texas

REGISTRATION
Professional Engineer:
TX (# 116893) (Exp: 03/2025)

PROFESSIONAL AFFILIATIONS

- American Society of
Civil Engineers
- Texas Society of
Professional Engineers
- National Society of
Professional Engineers

ABOUT OUR PROJECT ENGINEER

Mr. Jaramillo serves as a Project Manager and/or a Project Engineer depending on the project opportunity. He has worked with M&M since 2000 and has 28 years of experience designing projects which include site design, paving design, drainage design, utility design, and sidewalk design. Mr. Jaramillo has worked on numerous projects that had difficult ADA / grading issues. He is meticulous with his grading and his attention to detail has helped solve numerous onsite ADA issues. His attention to detail on his projects is evidenced by the small number of contractor field questions that occur on his projects.

RELEVANT PROJECTS:

The Otto Student Housing

Opening in August 2024, The Otto is a new student housing project located in the Northgate District of College Station, Texas. The site is approximately 2.128 acres and bounded by Maple Avenue, First Street, Louise Avenue, and Wellborn Road. The project consists of a high-rise building with multiple residential floors and parking levels. M&M's services included a feasibility analysis, a demolition plan, a site plan, a utility relocation plan, waterline design, sanitary sewerline design, storm sewer design, and an above ground detention vault located in the garage. Additionally, we processed a separate demolition / utility reroute for the project that involved coordination with several franchise utility providers, the removal of onstreet parking through City Council, a PIP application, a zoning letter, and height variance to the Easterwood Aiport Zoning Ordinance.

415 College Main Student Housing

Located in the Northgate District, this project is wrapping up permitting and should start construction in the spring of 2025. The project will consist of a 20-story student oriented multi-family housing building with an 8-story garage and 12-stories of residential units above. There will also be a residential amenity area with a pickleball court adjacent to the building and a flat concrete yard that will serve as "Trash pickup" area that is located across from the main project site. M&M provided a feasibility analysis, civil design services, and additional entitlement services.

Additional multi-family project Experience

- Northpoint Crossing
- Sterling Northgate (KNA Lark Northgate)
- The Cottages at College Station, College Station, Texas
- The Lofts at Wolf Pen Creek, College Station, Texas
- Holleman Crossing Apartments, College Station, Texas
- River Oaks Townhomes, College Station, Texas
- Gateway Villas Phase 5, College Station, Texas
- Autumn Chase Villas, College Station, Texas
- Reveille Ranch Apartment Improvements, Bryan, Texas

MITCHELL & MORGAN, LLP (M&M)

ABOUT OUR PROJECT ENGINEER

Ms. Pillow will serve as an Assistant Project Manager aiding with the administrative coordination of this project. She has a Master of Business Administration and is a certified Project management Professional (PMP). Her organization skills and tenacity to exceed project requirements will be extremely beneficial to the execution as well as the monitoring and control of this project. Her knowledge of the City of College Stations development process and her previous experience with projects in the Northgate District makes her an invaluable asset to development projects in this area.



KERRY N.
PILLOW, MBA, PMP
Asst. Project Manager

EDUCATION

Master of Business Administration,
2013, Texas State University, San
Marcos, Texas

Bachelor of Science, Sport
Management, 2006, Texas A&M
University, College Station, Texas

REGISTRATION

Project Management Professional:
PMP# 2144508
Exp: 1/21/2027

Project Management Professional:
AICP# 34017
Exp: 12/31/2025

PROFESSIONAL AFFILIATIONS

- Project Management Institute
- American Planning Association
- American Planning Association
Texas Chapter

RELEVANT PROJECTS:

Sterling Northgate

Located in both the City of Bryan and the City of College Station, the Sterling Northgate project was a very unique and rewarding student housing development. In the City of Bryan, the project consisted of a 3-story, 80,270 SF building with 54 units containing a total of 171 bedrooms located at the corner of Natalie Street and Boyett Street. The College Station portion of the project consisted of a 7-story, 280,266 SF building with 178 Units containing a total of 578 bedrooms and an 8-story, 240,112 SF parking garage located in the City's Northgate District bounded by Wellborn Road, First Street, Spruce Street and Boyett Street. This project completed construction and opened in August 2017 and was certified LEED Silver in 2018.

The Standard at College Station (Civil Consulting Services)

The Standard at College Station is a high-rise student housing development located in College Station's Northgate District. MGM provided local development assistance for this project such as assistance and review of the site construction plans for the project which included, a demolition plan, traffic control site, pavement, grading, utility and drainage design which included underground detention. MGM aided in processing the Site Plan Application, the Northgate Building Review Application, a Private Improvements in a Public Right-of-Way (PIP) Application, Easement Dedication Application and the submission of all Record Drawings. After construction and an as-built survey were completed, two minor building encroachments were identified and MGM processed a License to Encroach Application for the property owner.

Additional multi-family project Experience

- 415 College Main Student Housing
- The Otto Student Housing
- The Rev Student Housing Civil Consulting Services, College Station, Texas
- Springs at University Drive, Bryan, Texas
- The Cottages at College Station, College Station, Texas
- The Junction Cottages & Townhomes, College Station, Texas
- The Retreat at College Station, College Station, Texas
- Holleman Crossing Apartments, College Station, Texas

THE OTTO STUDENT HOUSING

COLLEGE STATION, TEXAS

COMPLETED - 2024

TEAM LEADERS

Veronica J.B. Morgan, PE, CFM
Joaquin Jaramillo, PE
Kerry Pillow, MBA, PMP, AICP

CLIENT

Parallel Co.

ARCHITECT OF RECORD

BOKA Powell

ROLE OF FIRM

Prime - Civil

MITCHELL & MORGAN, LLP (M&M)

This new student housing project is wrapping up construction and opened in August 2024. The property consists of a 2.128 acre tract located in the Boyett Estate Partition. It is bounded by Maple Avenue, First Street, Louise Avenue, and Wellborn Road. The project consists of a high-rise building with multiple residential floors and parking levels.

M&M provided a Feasibility Analysis to identify the site locations constraints and required entitlement process steps that would be necessary for the redevelopment of the property. We provided design services that included a demolition plan, a site plan, a utility relocation plan, waterline design, sanitary sewerline design, storm sewer design, and an above ground detention vault located in the garage.

To ensure that the site development could be approved and construction started when desired, M&M submitted the site demolition plan and a utility reroute for separate review and approval. The utility reroute plan required the coordination with several utility providers including College Station Utilities, College Station Fiber/ IT Department, Suddenlink, Frontier, and ATMOS.

M&M's other services included processing the demolition permits for 10-structures onsite, the removal of onstreet parking through City Council, a Private Improvements in a Public Right-Of-Way (PIP) application, requesting a zoning letter for the development and requesting a height variance to the Easterwood Aiport Zoning Ordinance to allow for two (2) tower cranes.



THE REV STUDENT HOUSING

COLLEGE STATION,
TEXAS

COMPLETED - 2023

TEAM LEADERS

Veronica J.B. Morgan, PE, CFM
Kerry Pillow, MBA, PMP, AICP
Crissy Hartl, AICP

CLIENT

Parallel Co.

ARCHITECT OF RECORD

Rhode Partners

ROLE OF FIRM

Civil Consulting Engineer

MITCHELL & MORGAN, LLP (M&M)

This 802 bedroom, 19-story high-rise student housing project is one of the tallest residential development project in College Station. Construction was completed in late summer 2023.

M&M was first enlisted as a Consulting Engineer Firm to provide research, submit an application and process a height variance to the Easterwood Airport Zoning Ordinance. The request was for an 82-ft variance to the horizontal surface and required FAA Determination letters for the building, coordination with the Texas A&M University Systems and coordination with the Easterwood Airport Manager. The request was approved by the Zoning Board of Adjustment in December 2020.

M&M aided in processing the Northgate Building Review Application, an administrative adjustment, and by requesting a zoning letter for the project.



415 COLLEGE MAIN STUDENT HOUSING

COLLEGE STATION, TEXAS

**PERMITTED - PENDING
CONSTRUCTION**

TEAM LEADERS

Veronica J.B. Morgan, PE, CFM
Joaquin Jaramillo, PE
Kerry Pillow, MBA, PMP, AICP

CLIENT

Pinecrest, LLC

ARCHITECT OF RECORD

Rhode Partners

ROLE OF FIRM

Prime - Civil

MITCHELL & MORGAN, LLP (M&M)

The 415 College Main Student Housing project is wrapping up site permitting and is expected to start construction in spring 2025. The site is approximately 1.072 acres. This property is located at 415 College Main at the southwest corner of College Main and Cherry Street in College Station, Texas. The project will consist of a 20-story student oriented multi-family housing building with an 8-story garage and 12-stories of residential units above. There will also be a residential amenity area with a pickleball court adjacent to the building and a flat concrete yard that will serve as "Trash pickup" area that is located across from the main project site.

M&M provided a Feasibility Analysis to identify the site locations constraints and required entitlement process steps that would be necessary for the redevelopment of the property. We provided design services that included a demolition plan, a site plan, a utility relocation plan, waterline design, sanitary sewerline design, storm sewer design, and an above ground detention vault located in the garage. Additionally, we coordinated with several utility providers including College Station Utilities, College Station Fiber/ IT Department, Suddenlink, Frontier, and ATMOS regarding the design of this project.

M&M's other services including processing the removal of onstreet parking through City Council, a Private Improvements in a Public Right-Of-Way (PIP) application, and requesting a height variance to the Easterwood Aiport Zoning Ordinance to allow for the proposed building height, a tower crane, and a crawler crane, which all exceeded the maximum allowable height of 470.6' to the horizontal surface. The request required FAA Determination letters, coordination with the Texas A&M University Systems and coordination with the Easterwood Airport Manager.



STERLING NORTHGATE BRYAN & COLLEGE STATION, TEXAS

- 2017

TEAM LEADERS

Veronica J.B. Morgan, PE, CFM
Joel J. Mitchell, PE, PMP
James T. Batenhorst, PE
Joaquin U. Jaramillo, PE
Kerry Pillow, MBA, PMP, AICP

CLIENT

The Dinerstein Companies

ARCHITECT OF RECORD

Humphreys & Partners Architects

ROLE OF FIRM

Prime - Civil

COST OF PROJECT

\$31.8 Million (Construction Cost)

MITCHELL & MORGAN, LLP (M&M)

Located in both the City of Bryan and the City of College Station, the Sterling Northgate (know known as Lark Northgate) project was a very unique and rewarding student housing development. Mitchell & Morgan was able to provide an array of civil services for this project in an effort to help the developer navigate the entitlement process within both cities.

In the City of Bryan, the project consisted of a 3-story, 80,270 SF building with 54 units containing a total of 171 bedrooms located at the corner of Natalie Street and Boyett Street. The entitlement process for this portion of the project included a rezoning, replat, demolition plan, site plan, a traffic control plan, a Special Use License to allow private improvements within the right-of-way and the offsite extension and/or replacement of 1,471 LF of 8" waterline that included oversized participation from the City.

The College Station portion of the project consisted of a 7-story, 280,266 SF building with 178 Units containing a total of 578 bedrooms and an 8-story, 240,112 SF parking garage located in the City's Northgate District bounded by Wellborn Road, First Street, Spruce Street and Boyett Street. The entitlement process in College Station included a demolition plan, two-site plans, a traffic control plan, a PUE abandonment, a ROW abandonment, two PIP applications to allow private improvements within the right-of-way and a replat.

This project completed construction and opened in August 2017.



THE DOMAIN AT NORTHGATE COLLEGE STATION, TEXAS

COMPLETED - 2015

TEAM LEADERS

Veronica J.B. Morgan, PE, CFM
Joel J. Mitchell, PE, PMP
James T. Batenhorst, PE
Joaquin U. Jaramillo, PE
Kerry Pillow, MBA, PMP, AICP

CLIENT

DRI/APRC Northgate, LLC

ARCHITECT OF RECORD

Meeks + Partners
Jimmy Loos

ROLE OF FIRM

Prime - Civil

COST OF PROJECT

\$15.2 Million (Construction Cost)

MITCHELL & MORGAN, LLP (M&M)

Located in the Northgate District of College Station, The Domain at Northgate property consisted of a 3.33 acre tract located in the Boyett Estate Partition. It is bounded by Church Avenue, First Street, Louise Avenue, and Wellborn Road. The project consisted of a single level parking deck, a surface parking lot, an outdoor pool and amenity area as well as a 4-story mixed use structure with a footprint of approximately 45,820 square feet.

M&M provided a Feasibility Analysis to identify the site locations constraints and required entitlement process steps that would be necessary for the redevelopment of the property. We provided design services that included a demolition plan, a site plan, a utility relocation plan, waterline design, sanitary sewerline design, storm sewer design, and underground detention design.

M&M in conjunction with the City of College Station and Carleton Construction, Ltd. planned, scheduled and held a public meeting with the Northgate Merchant's Association and residents regarding the temporary removal of parking along First Street from Boyett to Church Street to allow for construction staging that would be effective for the duration of the construction of The Domain at Northgate. This project was completed and opened in the Fall of 2015.



THE STANDARD AT COLLEGE STATION

COLLEGE STATION,
TEXAS

COMPLETED - 2018

TEAM LEADERS

Veronica J.B. Morgan, PE, CFM
Kerry Pillow, MBA, PMP, AICP

CLIENT

Williams & Associates Engineers

ARCHITECT OF RECORD

CES Design Group, Inc.

ROLE OF FIRM

Civil Consulting Engineer

MITCHELL & MORGAN, LLP (M&M)

The Standard at College Station is a high-rise student housing development located in College Station's Northgate District. The site is located on 2.096-acres of land surrounded by 1st Street, Louise Avenue, and Boyett Street. The building includes 302-units with a range of 1-6 bedroom units and is 11-stories (468,113-SF) with an attached 11.5 story parking garage (325,531-SF). The building height is 127-FT above ground level or at 470-FT above mean sea level which met the FAA's building height restrictions for the area surrounding Easterwood Airport. FAA Determination was received for the building and the crane that would be used for construction.

M&M was enlisted as a Consulting Engineer Firm to provide local development assistance for this site development project. Early on in the project, M&M aided our Client by requesting and securing a sewer capacity letter and a zoning letter for the project. For the zoning letter, we worked with City Staff to amend the Development Ordinance to allow for 5 and 6-bedroom units in the Northgate District.

M&M provided assistance and review of the site construction plans for the project which included, a demolition plan, traffic control site, pavement, grading, utility and drainage design which included underground detention. M&M aided in processing the Site Plan Application, the Northgate Building Review Application, a Private Improvements in a Public Right-of-Way (PIP) Application, Easement Dedication Application and the submission of all Record Drawings.

After construction and an as-built survey were completed, two minor building encroachments were identified and M&M processed a License to Encroach Application for the property owner.



THE LOFTS AT WOLF PEN CREEK

COLLEGE STATION,
TEXAS

COMPLETED - 2009

TEAM LEADERS

Veronica J.B. Morgan, PE, CFM
Joaquin Jaramillo, PE

CLIENT

Asset Plus Companies

ARCHITECT OF RECORD

Meeks + Partners

ROLE OF FIRM

Prime - Civil

COST OF PROJECT

\$27 Million (Construction Cost)

MITCHELL & MORGAN, LLP (M&M)

The Lofts at Wolf Pen Creek is an approximately 430,000 square foot mixed-use development with approximately 9,000 SF of office, retail and/or restaurant space located on the first floor and 253 residential loft units located on the upper floors. The project also included a multi-story parking garage with over 700 parking spaces.

Our design services included site planning, grading design, drainage design, utility design, paving design and the extension of Manuel Drive so that it now connects to Dartmouth Drive.

Because of the high-density, urban nature of this development, the size restrictions of the site presented challenges for utility placement.



NORTHPOINT CROSSING COLLEGE STATION, TEXAS

COMPLETED - 2015

TEAM LEADERS

Veronica J.B. Morgan, PE, CFM
Joel J. Mitchell, PE, PMP
James T. Batenhorst, PE
Joaquin U. Jaramillo, PE
Kerry Pillow, MBA, PMP, AICP

CLIENT

Woodridge Capital Investments
Capstone Collegiate Communities

ARCHITECT OF RECORD

Humphreys & Partners Architects

ROLE OF FIRM

Prime - Civil

COST OF PROJECT

\$85 Million (Estimate)

MITCHELL & MORGAN, LLP (M&M)

This project consisted of the redevelopment of an iconic landmark, the Plaza Hotel, in College Station. The hotel had stood at the intersection of Texas Avenue and University Drive for more than 50 years. To redevelop this parcel at this major intersection, the old hotel had to be removed. A first in College Station, M&M coordinated all major stakeholders in the site demolition and implosion of the main 17-story tower building. The implosion was a major event in College Station, even making national news coverage.

The new product for the site is a mixed-use, student housing development – Northpoint Crossing. With more than 53,000 SF of retail and restaurants, three (3) parking garages and more than 1,800 residences. It complements the urban development of Northgate and Texas A&M University. M&M completed the entitlement process for the project as well as provided all civil design, utilities, thoroughfare design and permit coordination with all regulatory entities. Phase I was completed in August 2014 and Phase 2 was completed in August 2015.



NORTHGATE PROJECT EXPERIENCE

COLLEGE STATION,
TEXAS



Church Avenue Reconstruction Phase 1

M&M was responsible for the design of the rehabilitation of Church Avenue in College Station between Wellborn Road and College Main. This included the rehabilitation of approximately 1275 linear feet of Church Avenue, including pavement, decorative intersection treatments, stamped colored concrete sidewalks and storm drainage/inlets. This project was located in the Northgate Historical District of College Station and as such had to meet aesthetic guidelines. This project was designed to upgrade an existing semi-rural roadway section to a full urban section with an eye toward aesthetically appealing details. It also incorporated the removal of overhead power distribution lines and the installation of decorative street lighting. This project was designed in 2000-2001 and constructed in 2001-2002.



Church Avenue Reconstruction Phase 1I

M&M was responsible for the design of the rehabilitation of Church Avenue in College Station between College Main and Nagle. This included the rehabilitation of approximately 950 linear feet of Church Avenue, including pavement, decorative intersection treatments, stamped colored concrete sidewalks, storm drainage/inlets, and tree wells with street trees. This project was located in the Northgate Historical District of College Station and as such had to meet aesthetic guidelines.

There are several mature trees along this route and special protection and specifications were written to protect these trees. In addition, this area is a high traveled pedestrian and bicycle area and special conditions were written to accommodate continued bicycle and pedestrian movement thru the area. This project was designed to upgrade an existing roadway section to a full urban section with aesthetically appealing details. It also incorporated the removal of overhead power distribution lines and the installation of decorative street lighting. This project completed construction in early 2009 and the construction cost was \$1.1 Million.

MITCHELL & MORGAN, LLP (M&M)



Second Street Promenade

This project converted the existing Second Street right-of-way into a pedestrian mall area. The project incorporated brick paver accents, landscaped areas, benches, historical lighting, public art display areas, and electrical and water connections for street parties and events. The project is located in the Northgate Historical District of College Station and it established, as well as continued, aesthetic design elements contained within the Northgate area.

M&M was responsible for the design of the Second Street Promenade project in College Station. The project included stamped colored concrete plazas, planters, and public art areas.

Coordination occurred with several property owners, the adjacent private dormitory, utilities, City of College Station Engineering Department, The City of College Station Parks Department, College Station Fire Department, as well as with the local merchants and other interested parties in the area. These groups were very involved in the overall planning and design process. This project was designed in 2000-2002 and constructed in 2002-2003.



A&M United Methodist Church fellowship hall + Lodge Street Closure

This project included the design and construction of an approximately 22,000 square foot Fellowship Hall for A&M United Methodist Church, located at the corner of Church Street and College Main in the Northgate Historical District of College Station. Due to its location in the Northgate Historical District, this project was required to meet all aesthetic requirements of the Northgate area. M&M was responsible for the site grading, drainage analysis, utility plan and profiles and coordination with the City. Because of the confined site area and the site location in the busy Northgate Area, this project had significant utility, grading and construction challenges.

As part of the A&M United Methodist Church Campus Master Plan, Lodge Street was slated to become a pedestrian only area. This project included negotiations with the City to close Lodge Street to vehicular travel and restrict it to pedestrian use only. M&M designed the conversion including drainage design and traffic modifications to signage for the closure. The traffic modifications here required the change in the one-way circulation on Patricia Street. The construction costs were \$4 Million.



Baptist Student Center

Located in the Northgate Historical District of College Station, this project entailed the rebuilding of an approximately 10,000 square foot ministry center for the Baptist Student Association. M&M designed all civil components to this project including site design, utilities, parking lot design and grading for the project. The site design included all Northgate design components.

Attorney

**HAND
ARENDALL**

HAND ARENDALL
LLC • LAWYERS

Hand Arendall - as Capstone's lead transaction attorney, David A. Ryan's legal practice encompasses a broad array of transactions, ranging from developments involving real estate to securities offerings to mergers and acquisitions. His practice generally can be grouped in to the following categories: Real Estate, Condominiums, Ground Leases, Public-Private Partnerships, Securities and Mergers and Acquisitions.

As an integral component of David's real estate development experience, he has been involved in a multitude of condominium developments, including mixed-use, residential, commercial, vertical, horizontal and land condominiums. Such projects have included procurement of air rights, subterranean rights, lighting rights and other issues associated with high-rise/high-density developments. These transactions have involved private parties, public entities and governmental institutions, and in some instances have involved private, public and governmental participation in a single development.

Ground Leases – Ground lease structures are a recurring theme in David's practice, and he has negotiated such arrangements in connection with a variety of real estate transactions, some of which involve condominiums, others which involve private and public institutions, and many of which have involved both public and private universities. As a component of his ground lease experience, David has structured sub-ground leases as a derivative component of master ground lease structures and has negotiated ground lease conversions to fee ownership interests. The specific issues pertaining to title insurance represented by ground lease transactions are an area in which David has been heavily involved.

REDEVELOPMENT PROPOSAL

COLLEGE STATION

COMMERCIAL REAL ESTATE SIMPLIFIED.

OldhamGoodwin



Purchase and Redevelopment of 301 Patricia Street
Request for Proposal

Prepared For: 301 Patricia Street, College Station, TX 77845
City of College Station

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August 21, 2024
City of College Station

RE: Request for Proposal 301 Patricia Street,
College Station, TX 77845

Cover Letter

Brokerage & Development Services

Dear Sir or Madam,

On behalf of Oldham Goodwin Group, LLC and Swinbank Family Office we are pleased to present the enclosed request for proposal response to The City of College Station specific to the project located at 301 Patricia Street.

Partnering Oldham Goodwin, Griff-Ark, and Swinbank creates a uniquely qualified team for the City of College Station's large-scale development project. Oldham Goodwin, with its nearly 20 years of commercial real estate expertise and deep-rooted ties to College Station, offers invaluable local insight, a lengthy tract record of successful mixed-use projects and a proven track record with high-end clients. Griff-Ark brings a specialized focus on residential and mixed-use development and construction, known for their meticulous execution and innovative practices. Swinbank, with its strong connections to Texas A&M University and dedication to operational excellence, adds a strategic edge. Together, these companies form a cohesive, complementary partnership, perfectly positioned to deliver exceptional results for this ambitious project.

We have reviewed the qualifications in this RFP thoroughly and fully understand the expectations. Oldham Goodwin Group, LLC accepts all financial responsibility for any expenses incurred in the preparation of this RFP response including travel expenses for oral presentations (if required) and candidate interview. Oldham Goodwin Group, LLC nor our partners have had a contract terminated for cause nor filed for bankruptcy.

Sincerely,



Hunter Goodwin
President & COO | Oldham Goodwin, LLC

The background features a large, light blue arrow pointing diagonally upwards from the bottom left towards the top right. Overlaid on this is a bar chart with numerous vertical bars of varying heights, rendered in a darker blue. The overall color scheme is dark blue with lighter blue accents.

INTRODUCTION

GENERAL TEAM OUTLINE & ASSIGNMENT

OLDHAM GOODWIN OWNERSHIP, ORGANIZATION, & FINANCIAL CAPACITY

SWINBANK OWNERSHIP, ORGANIZATION, & FINANCIAL CAPACITY

GENERAL TEAM ASSIGNMENT

GENERAL TEAM OUTLINE & ASSIGNMENT



**DEVELOPER
CONSTRUCTION MANAGER
BROKERAGE PARTNER**

Backed by nearly two decades of experience and deep roots in College Station and beyond. Our proven track record with high-end retail clients, portfolio of successful mixed-use and redevelopment projects, and extensive expertise across the Texas Triangle ensure that we deliver exceptional results. With a comprehensive understanding of the local market and a commitment to excellence, we are uniquely positioned to drive your project's success from inception to completion.

Services: Investment, Brokerage, Management & Development



**PROJECT COORDINATOR
CONSTRUCTION MANAGER
GENERAL CONSULTANT**

Griff-Ark is the ideal partner for project coordination, construction management, and consulting. With decades of expertise, we ensure precision, efficiency, and innovation in every project. Our rigorous approach and strong industry ties guarantee that we deliver superior results, on time and within budget.

Services: Feasibility Review, Development & Planning, Cost Estimating, Construction Management, General Contracting, Project Control & Dispute Resolution



**CONTINUOUS PROPERTY OWNER
EQUITY PARTNER
GENERAL PARTNER**

Swinbank stands as a trusted and committed capital partner, bringing unparalleled value to any project. With deep-rooted ties to College Station and a strong allegiance to Texas A&M University, Swinbank's involvement guarantees a partnership grounded in loyalty and local expertise. We are poised to elevate projects to new heights. Our dedication to long-term ownership and our strategic vision make Swinbank an invaluable partner, ensuring sustained success and shared prosperity.

SUMMARY

Partnering Oldham Goodwin, Griff-Ark, and Swinbank creates a uniquely qualified team for the City of College Station's large-scale development project. Oldham Goodwin, with its nearly 20 years of commercial real estate expertise and deep-rooted ties to College Station, offers invaluable local insight, a lengthy tract record of successful mixed-use projects and a proven track record with high-end clients. Griff-Ark brings a specialized focus on residential and mixed-use development and construction, known for their meticulous execution and innovative practices. Swinbank, with its strong connections to Texas A&M University and dedication to operational excellence, adds a strategic edge. Together, these companies form a cohesive, complementary partnership, perfectly positioned to deliver exceptional results for this ambitious project.

OLDHAM GOODWIN OWNERSHIP, ORGANIZATION, & FINANCIAL CAPACITY

Legal Name	Oldham Goodwin Group, LLC
Ownership	Casey M. Oldham - CEO & CIO Hunter Goodwin - President & COO
Structure	Privately Held
Company Size	500+ Employees
Year Founded	2004
Years of Real Estate Service	20 Years
Office Locations	Bryan (Headquarters), Texas Fort Worth, Texas Houston, Texas San Antonio, Texas Waco, Texas
Principal Office	2800 South Texas Avenue, Suite 401, Bryan, Texas 77802
Financial Data	Assets Under Management - \$420 Million Managed Annual Revenue - \$90 Million Financial Oversight - \$30 Million (Cash)
Financial Capacity	Oldham Goodwin Group, LLC has significant financial resources at its disposal and has no debt.
Industry Ratings	Better Business Bureau - A+ Rating Dun & Bradstreet - 18-977-354

OLDHAM GOODWIN FINANCIAL CAPACITY - EXHIBIT A



AMERICAN MOMENTUM BANK®

August 19, 2024

City of College Station
Hand Deliver

Re: Oldham Goodwin Group, LLC

Dear Sir or Madam:

I am pleased to report that Oldham Goodwin Group, LLC (OGG) has been a highly-regarded customer of American Momentum Bank (AMB) since the bank's founding here in Texas in 2009. Our bank considers OGG to be one of the top full-service commercial real estate firms in the state of Texas. OGG and its principals, Mr. Casey Oldham and Mr. Hunter Goodwin, have vast and proven experience in multi-family, mixed-use, hospitality, retail, and industrial development. American Momentum has partnered with OGG on many of these projects by providing financing and successfully bringing these projects to fruition.

OGG maintains a significant global deposit relationship here at AMB with average collected balances in the tens of millions of dollars and an impeccable credit relationship consisting of numerous multi-million dollar extensions of credit funded by American Momentum for various real estate development projects and other commercial needs. Over the years, all credit facilities have been handled as agreed.

Working with Mr. Oldham and Mr. Goodwin over the years, I have found they are ultimate professionals, skilled in formulating a thorough business plan for each project they undertake and then executing the plan with little variation. Their character is unquestionable. Simply stated, they do what they say they are going to do.

Based on the proven management capabilities, past credit performance, and significant financial strength of the principals and the company, AMB would not hesitate to consider future multimillion dollar development financing opportunities presented by OGG.

Should you need additional information, please do not hesitate to contact me at (979) 599-9348 or by email at fvarisco@americanmomentum.bank.

Sincerely,

Frank J. Varisco
Market President
Bryan-College Station

AMERICAN MOMENTUM BANK

americanmomentum.bank

Momentum Plaza . One Momentum Boulevard . College Station, Texas 77845

Phone 979 774 1111 | Toll Free 877 215 7474 | Fax 979 599 9375

Member FDIC. Equal Housing Lender

SWINBANK OWNERSHIP, ORGANIZATION, & FINANCIAL CAPACITY

Legal Name	Swinbank Family Office
Ownership	Reagan Swinbank & Will Swinbank
Structure	Privately Owned Holding Company
Year Founded	2022
Years of Real Estate Service	20+ Years
Principal Office	1041 Conrad Sauer Houston, TX 77043
Financial Data	\$200 Million + in Total Assets
Financial Capacity	Swinbank has significant financial resources at its disposal and has no debt.

SWINBANK FINANCIAL CAPACITY - EXHIBIT A



Corporate Banking
5 Houston Center
1401 McKinney, Suite 1000
Houston, Texas 77010
www.bankoftexas.com

Ross Davis
SVP, Manager

August 20, 2024

City of College Station

Re: Bank Reference Letter - Will & Reagan Swinbank

To Whom It May Concern:

At the request of our customer, this letter serves to confirm that Will and Reagan Swinbank have maintained a longstanding banking relationship with BOK Financial, doing business as Bank of Texas, since 2003. This relationship encompasses debt capital exceeding \$100,000,000, all of which has been repaid as agreed and on schedule. The Swinbank's maintain a sterling reputation in the Gulf Coast business community through numerous successful ventures. Will and Reagan are proven operators and investors, and Bank of Texas is very comfortable entrusting them with bank capital.

I have had the pleasure of working closely with Will and Reagan over the years, during which they have consistently demonstrated a level of professionalism synonymous with the Swinbank name. They have shown their abilities as skilled executives and impeccable leaders, adept at navigating complex situations involving multiple stakeholders.

Given the aforementioned respect for Will and Reagan Swinbank as business leaders and individuals, Bank of Texas would not hesitate to consider future financing requests.

Should you need additional information, please do not hesitate to contact me at (713) 289-5887 or by email at ross.davis@bankoftexas.com

Sincerely,

Ross Davis
Senior Vice President, Manager
Corporate Banking
BOKF, NA dba Bank of Texas

Oldham Goodwin Team



Hunter Goodwin
President & Chief Operating Officer
D: 979.977.6089 C: 512.848.3085
Hunter.Goodwin@OldhamGoodwin.com



Clinton D. Oldham
Managing Director | Investment Sales
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Casey Oldham
CEO & Chief Investment Officer
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Casey.Oldham@OldhamGoodwin.com



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Grant Watson
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Hallie Nevins
Administrative Manager | Development
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Hallie.Nevins@OldhamGoodwin.com

Griff - Ark Team



Reagan Griffith
Managing Director
C: 936.675.1237
Reagan@griff-ark.com

Swinbank Team



Reagan Swinbank
C: 832.309.1215
RSwinbank@sprint-transport.com



Will Swinbank
C: 713.545.4523
WSwinbank@sprint-transport.com



KEY PERSONNEL

RESUMES



HUNTER GOODWIN

President & Chief Operating Officer

Hunter.Goodwin@OldhamGoodwin.com

O: 979.268.2000

PROFESSIONAL EXPERIENCE

Hunter is an owner of Oldham Goodwin, LLC and currently serves as President and Chief Operating Officer.

Oldham Goodwin provides Investment (Oldham Goodwin Capital), Brokerage (Investment Sales, Commercial Land, Office, Industrial, Retail and Farm & Ranch), Management (Commercial, Hospitality, Multifamily, and Facilities & Maintenance), and Development services across a breadth of Property types. Today Oldham Goodwin has offices in Bryan, Houston, San Antonio, Waco/Temple, and Fort Worth.

Hunter is responsible for implementing the company's business strategies, launching new ventures and initiatives, overseeing ongoing company operations and developing synergistic business relationships. Hunter specializes in the asset management and development of commercial, multifamily, and hospitality properties utilizing his extensive experience in construction management and business operations.

Prior to real estate, Hunter was a professional athlete for nine years with the Minnesota Vikings, Atlanta Falcons, and Miami Dolphins, where he was a team captain from 1999-2001. Hunter served as a Miami Dolphins representative to the Player's Union from 2000-2001. He served as a Fox Sports College Game Day Analyst in 2005 and was also a consultant commentator for the 2003 NFL Draft for KVET – Austin.

Hunter enjoys fishing and hunting. He lives in College Station, Texas, with his wife, Amber and two children.

EDUCATION & HONORS

- B.S. Agricultural Economics – Texas A&M University - College Station, Texas
- Texas A&M University College of Ag & Life Sciences Distinguished Alumni - 2022
- Blinn College Hall of Honor Inductee - 2021
- Texas A&M Athletic Hall of Honor Inductee – 2019
- Tyrus R Timm Honor Registry – Distinguished Former Students in TAMU AgEco Inductee– 2013
- 12th Man Foundation – Athletic Ambassador

AFFILIATIONS

- Marriott Franchise Advisory Council Member for SpringHill Suites Brand
- Davey O'Brien Foundation Board Director
- Scotty's House Foundation Board Member
- Scotty's House – Past Board of Director
- TexAgs.com – Chairman of the Board
- Wyndham Hotels – Hawthorn Suites Franchise Advisory - Appointee

- American Momentum Bank – Board of Directors, Chair of Marketing Committee
- Brazos County Municipal Utility District No. 1 - Chair
- RELLIS External Academic Advisory Council – Chair
- RELLIS Campus Construction Trades Task Committee – Chair
- Texas A&M AgriLife Vice Chancellor's Forum – Chair
- TAMU Press Advancement Advisory Board
- TAMU Assoc. of Former Students 2019 Distinguished Alumnus Selection Committee
- TAMU Hall of Fame Executive Committee
- Texas A&M Lettermen's Association – Past President
- Bryan/College Station Convention and Visitors Bureau – Past Chair
- City of College Station Design Review Board – Past Chair
- City of College Station Zoning Board of Adjustments – Past Chair





CLINTON D. OLDHAM, SIOR

Managing Director | Investment Sales

Clint.Oldham@OldhamGoodwin.com

O: 979.268.2000 D: 979.977.6081 C: 409.781.7734

PROFESSIONAL EXPERIENCE

Clint serves as Executive Vice President of Oldham Goodwin's Brokerage Division as well as Managing Director of the firm's Investment Sales Team. He has more than 15 years experience in commercial real estate and specializes in the execution and expansion of the firm's Investment Sales platform through the representation of both private and institutional real estate investors throughout Texas. He also plays an important role in Oldham Goodwin Capital's opportunistic development projects. With extensive background in project leasing, valuation, and property operations, Clint is able to maximize value for the firm's Investment Sales clients.

PARTIAL CLIENT LIST

- Ascension CRE
- Allegiancy
- Amirex Capital Services
- Rockstep Capital
- The Ontra Companies
- Berkadia Commercial Mortgage, LLC
- Kristen Distributing Company
- W.P. Carey & Co., LLC
- Citicorp North America, Inc.
- American Standard Corporation
- FedStar Credit Union
- CHI - St. Joseph Health
- Big Sky Medical
- Prosperity Bank, N.A.
- Academy Sports & Outdoors
- RGA Reinsurance Company
- Woodridge Capital Partners
- C-3 Capital Partners
- RVE Interests
- VEREIT, Inc.
- Roserock Capital
- Capmark Finance, Inc.
- Brixmor Property
- Lincoln Property Company
- STORE Capital
- Equity, Inc.
- TAMU System Real Estate
- Lamar Companies
- Levcor
- LASCO Development
- Physicians Realty Trust
- PCI HealthDev
- Lovett Commercial
- Spirit Realty Capital
- Realty Income Properties
- Baylor Scott and White

EDUCATION & AFFILIATIONS

- Bachelor of Science in Agricultural Economics, Business Minor - Texas A&M University - College Station, Texas
- CCIM Candidate
- Society of Texas A&M Real Estate Professionals
- Member - ICSC (Innovating Commerce Serving Communities)





CASEY OLDHAM

Chief Executive Officer & Chief Investment Officer

Casey.Oldham@OldhamGoodwin.com
O: 979.268.2000 C: 979.219.4562

PROFESSIONAL EXPERIENCE

Casey Oldham is the Chairman, Founder, CEO, and Chief Investment Officer of Oldham Goodwin Group, LLC – a holding company for a group of integrated companies that brokers, manages, develops, and invests in the real estate sector.

Casey oversees corporate strategic planning, positioning, and overall company initiatives. He has extensive experience in transactions, valuations, and complex deal structures for various real estate sectors and business initiatives. With Casey's entrepreneurial skill set, he has helped Oldham Goodwin expand to major cities in Texas including Dallas/Fort Worth, Houston, and San Antonio.

Casey is a manager for multiple real estate and business partnerships and serves on numerous executive boards and committees. Currently, Casey and his wife, Sarah, live in College Station, Texas, where they enjoy many hobbies. The Oldhams believe in giving back when possible and humbly give their time and resources to many causes.

EDUCATION & AFFILIATIONS

- B.S. Agricultural Economics – Texas A&M University
- Realtors Commercial Alliance Committee for the Texas Association of Realtors – Former Governing Council Member
- Bryan/College Station Board of Realtors Commercial Committee – Former Chairman
- Bryan/College Station Association of Realtors – Former Director
- Texas A&M University - College of Agriculture Development Council – Member
- City of College Station – Former Planning & Zoning Commissioner
- Bryan/College Station Chamber of Commerce – 2013-2014 Board of Directors
- Texas A&M University Department of Agricultural Economics – Tyrus R. Timm Registry – 2013 Inductee
- Texas A&M Foundation Real Estate Gift Committee – Member
- City of Bryan Tax Incremental Finance Committee – Member
- Brazos Valley Economic Development Corporation – Managing Director & Board Member
- Brazos Valley Economic Development Corporation – Former Chairman
- International Council of Shopping Centers – Member
- Licensed Real Estate Broker in Texas & Indiana



REAGAN GRIFFITH

Managing Director | Griff-Ark

Reagan@Griff-Ark.com

C: 936.675.1237

PROFESSIONAL EXPERIENCE

Reagan's passion for transforming ideas into functional products is evident in his extensive career in the construction and development industry. Growing up on a farm in Hudson, Texas, surrounded by engineering and building activities, he was naturally drawn to the world of construction, influenced by his grandfathers and family members.

As Managing member of Griff-Ark Companies, Reagan consults with private landowners and investors, providing invaluable development, construction management, and pre-construction services. His experience includes assisting in the development, design, and construction of over 40 properties, equipping him with the knowledge and resources necessary to handle multiple concurrent projects across various locations.

His construction philosophy centers around learning from others and supporting them in achieving their goals, coupled with strong teamwork, communication, and professional ethics. Outside of work, he is a devoted family man and avid outdoorsman, with a commitment to bettering the environment through his volunteer work with Ducks Unlimited. His dedication to transforming ideas into functional products, coupled with his strong belief in supporting others, makes him a valuable asset to any project or team.

EDUCATION & AFFILIATIONS

- Bachelor of Science in Agricultural Economics, 2005 - Texas A&M University - College Station, Texas





REAGAN SWINBANK

RSwinbank@sprint-transport.com
C: 832.309.1215

PROFESSIONAL EXPERIENCE

Reagan Swinbank is a highly accomplished executive with extensive expertise in industrial services and development projects. As a partner at Sprint Transport, he plays a pivotal role in co-managing all operations across the Sprint Companies, which serve the industrial sector along the Texas and Louisiana Gulf Coast. In addition to his leadership at Sprint, Reagan has been a board director of Third Coast Bank since 2017, contributing to the bank's strategic direction and growth.

A graduate of Texas A&M University with a degree in Finance, Reagan is deeply committed to his community, actively engaging in numerous charitable organizations throughout Houston. Married with three children, he skillfully balances his professional responsibilities with a strong dedication to family and philanthropy.

EDUCATION & AFFILIATIONS

- Bachelor of Science in Finance, 2003 - Texas A&M University - College Station, Texas



WILL SWINBANK

WSwinbank@sprint-transport.com
C: 713.545.4523

PROFESSIONAL EXPERIENCE

Will Swinbank is a distinguished executive with a robust background in industrial services and waste management. As Principal of Sprint Waste Services Industrial, he spearheads efforts in operational excellence, strategic initiatives, and growth acceleration. Will's 16-year tenure as President and CEO of Sprint Waste Services marked a period of significant expansion and success for the company. He holds a Bachelor of Science in Accounting and a Master of Science in Finance, both earned with honors from Texas A&M University. Based in Houston, Will is deeply committed to his community, actively participating in various charitable endeavors alongside raising his two sons.

EDUCATION & AFFILIATIONS

- Bachelor of Science in Accounting, 2002 - Texas A&M University - College Station, Texas
- Master of Science in Finance, 2003 - Texas A&M University - College Station, Texas





EXPERIENCE

SWINBANK COMMERCIAL REAL ESTATE INVOLVEMENT SUMMARY

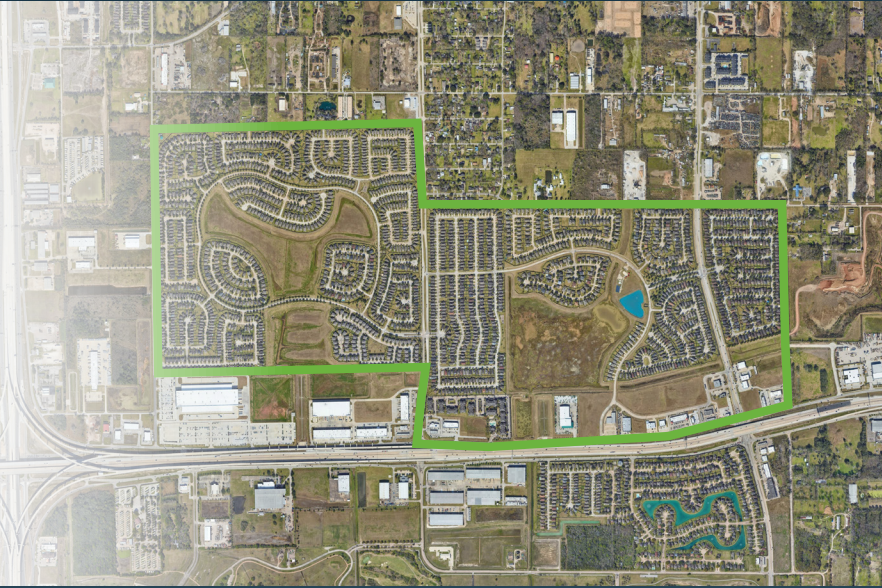
OLDHAM GOODWIN DEVELOPMENT SUMMARY

RETAIL RECRUITMENT EXPERIENCE

GRIFF-ARK DEVELOPMENT & CONSTRUCTION EXPERIENCE SUMMARY

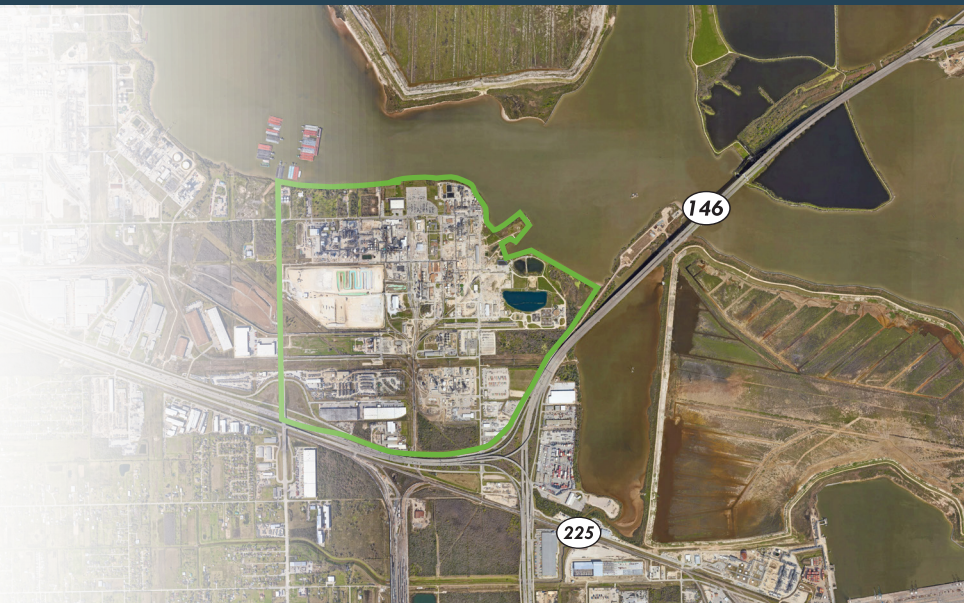
Allison Community: Houston, Texas

Allison Residential is a master-planned community spanning 600 acres in Southwest Houston, featuring single-family homes and build-to-rent options. With extensive experience in financing and development, the team behind Allison Residential is well-equipped to deliver a thriving community that meets the diverse needs of its residents. Their expertise ensures a seamless development process, from securing funding to executing the vision for a vibrant, well-planned neighborhood.



Houston Ship Channel Project: La Porte, Texas

The Swinbank family is redeveloping a prime multi-modal brownfield site with Houston Ship Channel frontage in La Porte, Texas. This 500-acre facility includes 150 acres of greenspace, making it an ideal location for future chemical processing. With their proven track record in transforming complex sites into successful industrial developments, the Swinbanks are well-positioned to bring value and innovation to this critical project, demonstrating why they are the perfect partner for the city's vision.



Baker Hughes HQ Redevelopment: Houston, Texas

The Swinbank family is spearheading the repurposing and redevelopment of the former Baker Hughes headquarters near Bush International Airport in Houston, TX. The 60-acre site will be transformed into industrial buildings ranging from 50,000 to 60,000 square feet. With their extensive experience in successful redevelopment projects, the Swinbanks are poised to turn this prime location into a thriving industrial hub.



Fort Worth Notable Development Project

The Fort Worth Stockyards National Historic District reflects Texas's livestock heritage, and Oldham Goodwin honored this legacy with the development of the 170-key SpringHill Suites by Marriott Fort Worth Historic Stockyards in 2019. Transforming a dilapidated site valued at less than \$5 million—a former Wells Fargo bank—into a \$75+ million mixed-use hospitality property, the hotel integrates traditional elements of the old building and area, featuring 12,000 square feet of function space, a rooftop restaurant/bar by celebrity chef Tim Love, and unique amenities like a Presidential Suite with a private terrace. The design includes a salvaged Wells Fargo vault door in the main ballroom and an Alamo-inspired covered arcade, blending history with modern luxury.



New Braunfels Notable Development Project

The Courtyard New Braunfels River Village, a 125-room hotel overlooking the Guadalupe River, offers guests stunning river views and a tranquil setting. This beautiful property will soon be accompanied by the new Springhill Suites by Marriott at River Village, enhancing the area with additional amenities. The development will also feature restaurants and retail spaces, creating a vibrant, resort-style atmosphere that complements the natural beauty of the river. These additions will provide guests with a seamless blend of relaxation, dining, and shopping, further establishing River Village as a premier destination for visitors to New Braunfels.



College Station Notable Development Project

Science Park, a 54-acre business campus, was acquired by Oldham Goodwin Capital, LP in 2016 and has since undergone significant redevelopment to enhance its retail potential. A nearly 73,000-square-foot “big box” building was constructed and leased to Academy Sports + Outdoors, marking a key milestone in the site's transformation. The park now features prominent retail establishments such as Varsity Grillhouse, La-Z-Boy, and VeraBank. Oldham Goodwin Land Services continues to market prime retail pad sites with frontage along South Earl Rudder Freeway, while a retail developer from Austin is under contract to acquire 1.5 acres for a high-end furniture store. The property's tax value has seen a remarkable increase, rising from \$8.6 million before redevelopment to over \$30 million today, with projections to reach around \$60 million once fully developed.



Multifamily

+ 200 Million in Value

Catalon at Lago Mar Phase I	230 Units
Catalon at Lago Mar Phase 2	170 Units
Palm Bluff Place	250 Units
The Huntington at College Station	120 Units
The Huntington at Lago Mar	142 Units
Champions on Luther	40 Units
Holleman Village	37 Units
Hillstone on the Parkway	60 Units
Javelina Station Apartments	134 Units



Healthcare & Life Sciences

\$65 Million in Value

Rock Prairie Professional Offices	11,420 SF
St. Joseph Family Medicine Bryan	7,414 SF
St. Joseph Family Medicine College Station	7,647 SF
Matica Biotech	65,623 SF
CIADM	6,401 SF
Zoetis	16,260 SF
Providence Park	180,000 SF



Hospitality

+ 180 Million in Value

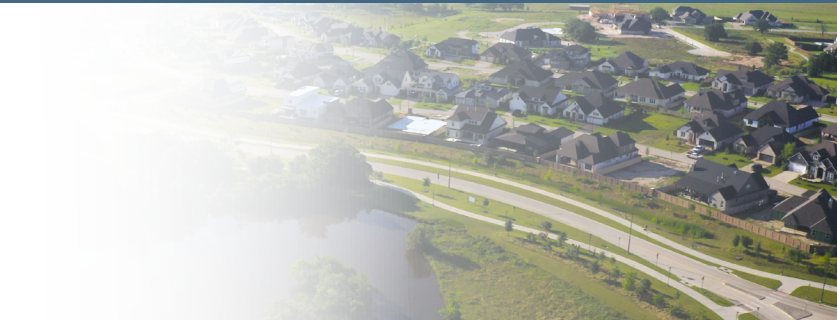
SpringHill Suites Fort Worth Stockyards	170 Rooms
Best Western Premier Bryan/College	100 Rooms
Courtyard New Braunfels	125 Rooms
SpringHill Suites Houston Northwest	139 Rooms
Best Western College Station	64 Rooms
Hilton Garden Inn Granbury	106 Rooms



Master Planned Communities

+ 150 Million in Value

Greens Prairie Reserve	930 Lots
The Grove	30 Lots
Creek Meadows	880 Lots
The Village at Creek Meadows	94 Units



Retail & Restaurants

\$35 Million in Value

Starbucks at Chimney Hill	2,208 SF
Twin Peaks	9,500 SF
Primrose Path	2,000 SF
Academy Sports & Outdoors	72,720 SF
The Republic 1836	7,500 SF
Southwest Crossing Shopping Center	21,890 SF
Chimney Hill Retail Center	10,000 SF
Ático	4,906 SF



UNIVERSITY PARK

Oldham Goodwin represented the Buyer in the acquisition of this 92,000SF retail center in the heart of College Station and has now retained Tenants, REI and Crunch fitness. The property which sat vacant for over 10 years was a prime development opportunity. With the addition of the two tenants and the new owner the opportunities for College Station and this location are endless.



CHIMNEY HILL

Oldham Goodwin transformed the site on University drive into a retail, hospitality and restaurant hub. Oldham Goodwin Development and Brokerage team worked together to put together Starbucks, The Republic Steakhouse, Primrose Path, Drury Inn and 16,000 SF of retail space. The center is now 100% occupied and the Drury inn is set to open in 2025.



TOWER POINT

Beginning in 2010, Oldham Goodwin was retained as exclusive broker by the partner developers of Tower Point; a mixed-use commercial development spanning more than 100 acres at the northwest quadrant of SH-6 & SH-40 in College Station. The development of the project was accelerated into motion with the opening of an 80,000+ square foot H-E-B store. Together with the partnership, Oldham Goodwin Land Services has sold more than 40 lots to national and local restaurants, healthcare providers, financial institutions, investors, neighborhood retail, office and multifamily developers. Tower Point was named after the City of College Station water tower on SH-40 and has become synonymous with the urban district that has flourished at this intersection.





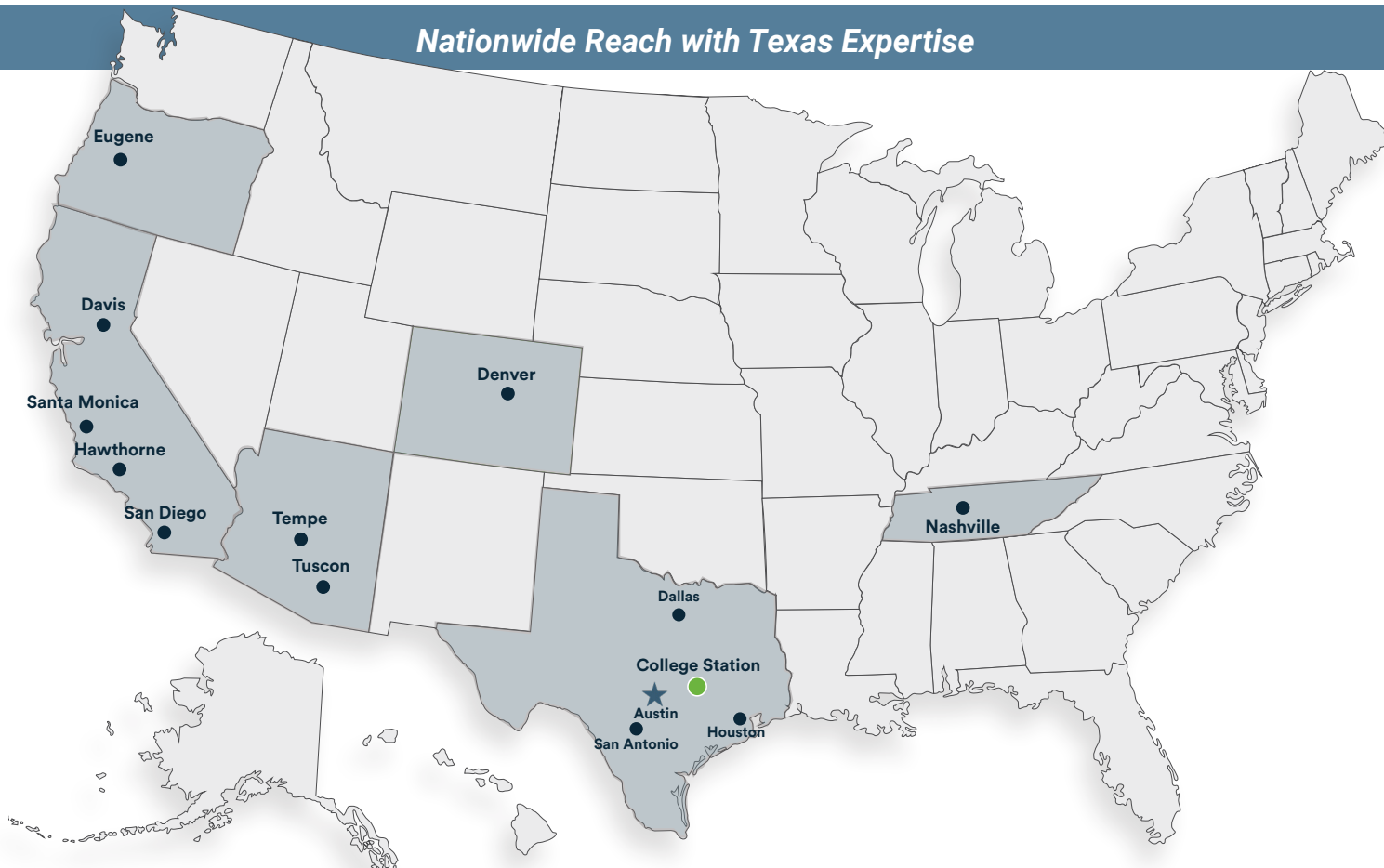
Services

Griff-Ark is a development and construction management company founded in 2019, specializing in multifamily and mixed-use properties, including new homes and communities. With over 30 years of combined experience, our team has successfully managed the development, design, and construction of over 50 properties, totaling more than 10,000 apartment units with costs exceeding \$2 billion. Our principle involvement, extensive experience, and data-driven approach, alongside significant investments in technology, enable us to create high-quality living spaces that meet timelines, budgets, and operational requirements while enhancing lifestyles and connectivity across all project developments. This Comprehensive expertise and commitment make us the first and only choice for our partners.

Multi-Family Experience

Griff-Ark has developed high-end, high-rise multifamily structures across six states, showcasing their expertise in creating mixed-use communities that deliver both value and impact. With a significant presence in Texas, including two developments in College Station and 21 across the state, Griff-Ark has demonstrated a deep understanding of how to serve local communities while driving profitability. Their proven track record in mixed-use developments underscores their ability to create thriving, integrated environments that cater to both residential and commercial needs.

Nationwide Reach with Texas Expertise



Solms Landing

Solms Landing, a prestigious development spanning 98 acres in New Braunfels—one of the fastest-growing cities in the United States—stands as a testament to Griff-Ark’s commitment to excellence in luxury real estate. This visionary mixed-use high-rise community artfully blends fine dining, upscale shopping, sophisticated living spaces, and Class A office environments. Griff-Ark meticulously crafted and constructed this thriving development, setting a new standard for luxury and convenience in the region. Solms Landing is a vibrant, integrated community that reflects the pinnacle of upscale urban living.



Aspire Apartments

Griff-Ark has a proven track record in developing premier mixed-use residential properties, exemplified by their construction of the Aspire apartments in Eugene, College Station, San Marcos, and Tucson. Each property features state-of-the-art amenities and mixed-use retail spaces on the ground level, generating additional revenue streams while enhancing the community. With over 864 units and more than 970,000 square feet of residential space across these developments, Griff-Ark has consistently delivered high-quality, integrated living environments that cater to both residents and the surrounding neighborhoods.



Millennium Apartments

Griff-Ark’s expertise in urban development is exemplified by their work on the Millennium Hawthorne and Millennium Music Row projects. With 220 units spanning 176,455 square feet in Hawthorne, CA, and 230 units in Nashville, TN, both developments feature mixed-use spaces, including retail and parking garages, that seamlessly integrate with the urban landscape. These projects highlight Griff-Ark’s ability to enhance community value through thoughtfully designed, multi-functional spaces. Trust Griff-Ark to bring the same level of quality and value to any development project, ensuring success and long-term impact.





REDEVELOPMENT PROJECT

DEVELOPMENT PLAN SUMMARY

CONCEPT SCHEDULE

CONCEPTUAL SITE PLAN & RENDERINGS

IDENTIFY & ASSIGN LOCATIONS FOR CITY REQUIRED COMPONENTS

DEVELOPMENT PLAN SUMMARY

The PROPERTY is being acquired by the BUYER with the intent of building and operating a mixed-use development consisting of a “NG-1 Compliant High-Rise Structure” on the PROPERTY and BUYER’s Existing Property, along with associated parking areas, related amenities, common areas, a law enforcement substation, public restrooms, and other on-site improvements benefiting the occupants, users, invitees, and visitors of the development, BUYER, and the neighboring businesses (herein called the “Intended Use” or the “Mixed-Use Facility”).

Along with developing the Mixed-Use Facility, BUYER, with the cooperation of SELLER and on BUYER’s behalf, intends to design, coordinate, develop, and construct a public plaza on SELLER’s Remaining Property (“Seller’s Remaining Property”) consisting of, among other things, a pavilion, enclosed trash collection, related amenities, and other on-site improvements (collectively the “Public Plaza”).

(As herein used, the Mixed-Use Facility and the Public Plaza, together with all improvements contemplated, discussed, or permitted in the Development Agreement, shall collectively mean the “Development Improvements”).

At closing and in connection with the PROPERTY, the parties shall enter into an Economic Development Agreement according to Chapter 380 of the Texas Local Government Code (the “Development Agreement”) that provides, among other things, the following:

- (a) SELLER is promoting local economic development to stimulate business and commercial development in the City by selling the PROPERTY for the Purchase Price. The Purchase Price of the PROPERTY is conditioned on the BUYER building the Development Improvements by certain dates and deadlines, all as to be more particularly set forth in the Development Agreement. To incentivize the BUYER to provide the Development Improvements in a timely manner and in accordance with such deadlines, the Development Agreement may require penalties, fees, or other financial agreements between SELLER and BUYER resulting from BUYER failing to construct all/certain Development Improvements in a commercially reasonable manner and otherwise in accordance with the agreements between the parties in the Development Agreement.
- (b) BUYER shall provide one hundred (100) parking spaces to be used on an exclusive basis by the City, including the employees, patrons, customers, visitors, and invitees of the neighboring businesses in the development surrounding the Property.
- (c) BUYER shall provide ride-share opportunities as part of the Development Improvements.
- (d) BUYER shall provide for a shared access drive within the Mixed-Use Facility and on portions of Seller’s Remaining Property to allow pedestrian and vehicular ingress and egress to and from a point of service.
- (e) BUYER shall provide for the other Development Improvements contemplated in this article hereinabove, including, without limitation, the law enforcement substation, trash dumpsters and enclosures, and adjacent public restroom facilities, some of which may be provided on the “Seller’s Remaining Property”.
- (f) The Mixed-Use Facility shall not have a standalone bar obtaining 51% or more of its income from the sale of alcohol for onsite consumption on the first floor of any building, provided a full-service restaurant with a bar is allowed if alcohol sales do not exceed more than 51% of total sales made or revenues obtained from such location; provided the foregoing prohibition and restrictions shall not apply to a hotel or other use, not a bar, for which the primary business is other than the selling of food and beverage.

DEVELOPMENT PLAN SUMMARY

- (g) SELLER shall commit to sufficient utility capacity for the Development Improvements within a certain time period following Closing.
- (h) SELLER shall recommend to its City Council abandonment of the portion of Patricia Street between the PROPERTY and Seller's Remaining Property, and convey any interest SELLER may have in this portion as a part of the PROPERTY.
- (i) BUYER shall pay all development, permit, impact, and other fees required of BUYER in the Development Agreement, with other fees allocated between SELLER and BUYER, all as further set forth in the Development Agreement.
- (j) SELLER and BUYER shall commit to contributing a certain amount of approved and budgeted funds towards open public space and the Public Plaza within the overall development and surrounding the Development Improvements. Furthermore, SELLER and BUYER will work in good faith on an operating agreement that will dictate how the public space and Public Plaza are maintained and operated on a go forward basis.
- (k) Within sixty (60) days of the Effective Date, SELLER shall provide BUYER with a draft of the Development Agreement and the parties shall, in good faith, use commercially reasonable efforts to agree to the terms of the Development Agreement before the expiration of the Feasibility Period. BUYER's obligation to proceed to Closing shall be conditioned upon the parties entering into the Development Agreement

IDENTIFY MIXED-USE PLAN & ASSIGN LOCATIONS

Public Plaza

- Location: At grade on Seller's Remaining Property.

Level One of Bifurcated Buildings

- Retail/Commercial Use: Approximately 30,000 GSF
- Lobby/Office Use: Approximately 5,500 GSF
- Back of House Use: Approximately 4,000 GSF
- Law Enforcement Use: Approximately 4,000 GSF
- Garage/Access: Approximately 6,000 GSF
- Shared Access Drive: Allows for pedestrian and vehicle access through the structure.

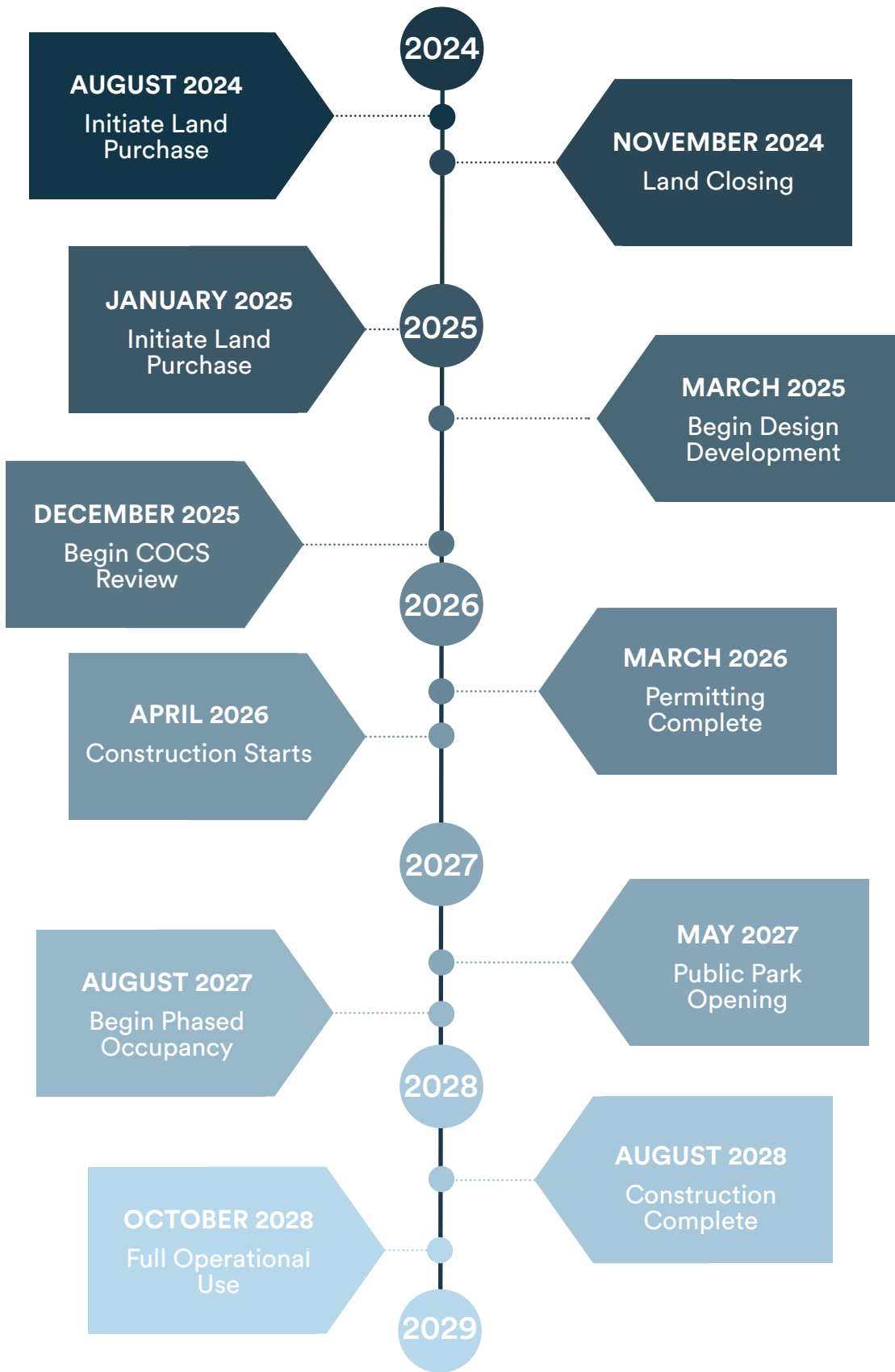
Levels Two through Six of Combined Buildings

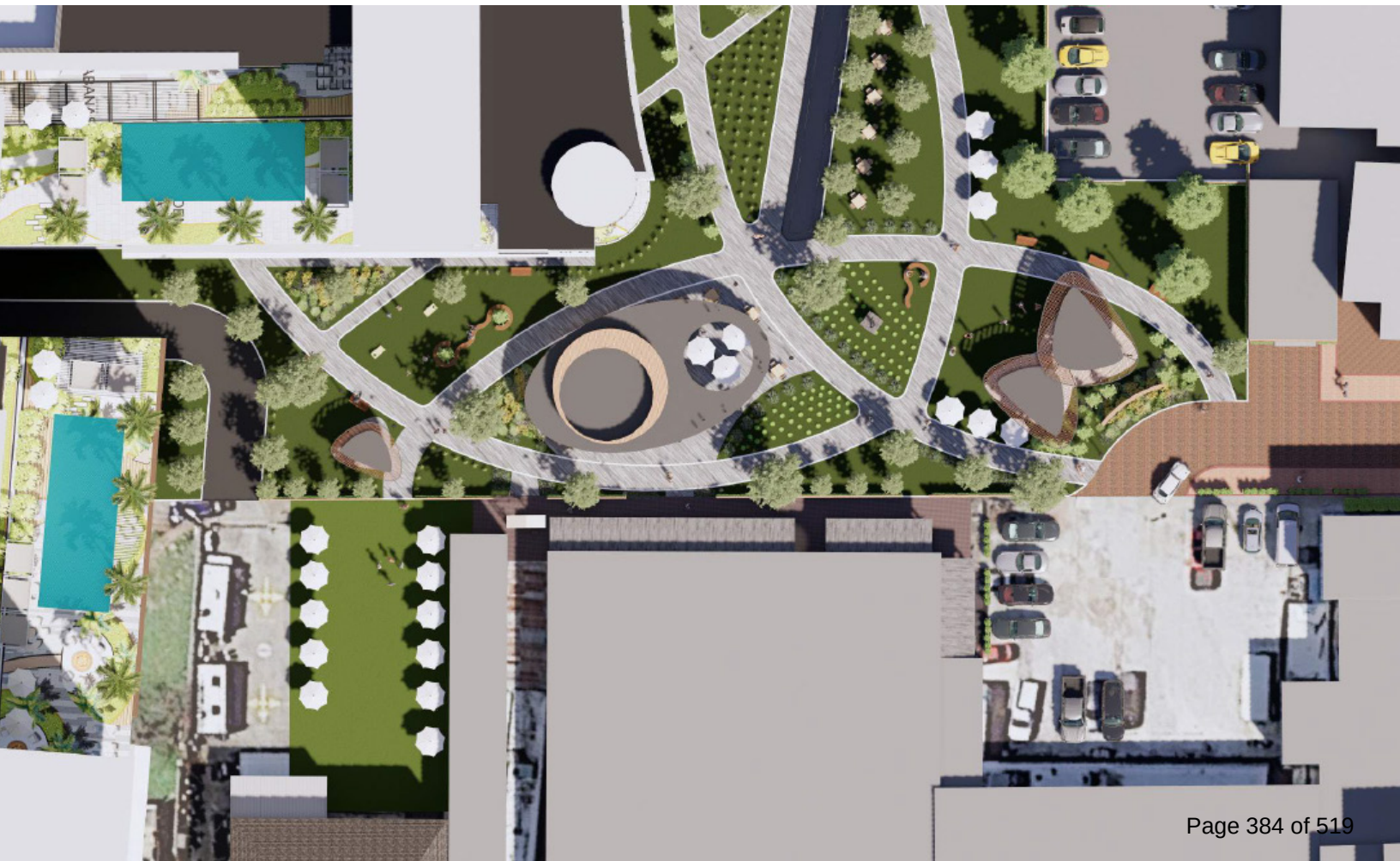
- Parking, Access Drives, and Egress Areas: Approximately 54,000 GSF per floor
 - City-Dedicated Parking Spaces: 100 spaces
 - Potential for Open Access Public Parking: On two levels
 - Potential for Restricted Parking Areas: On three levels

Potential Levels Seven through Twenty of Bifurcated Buildings

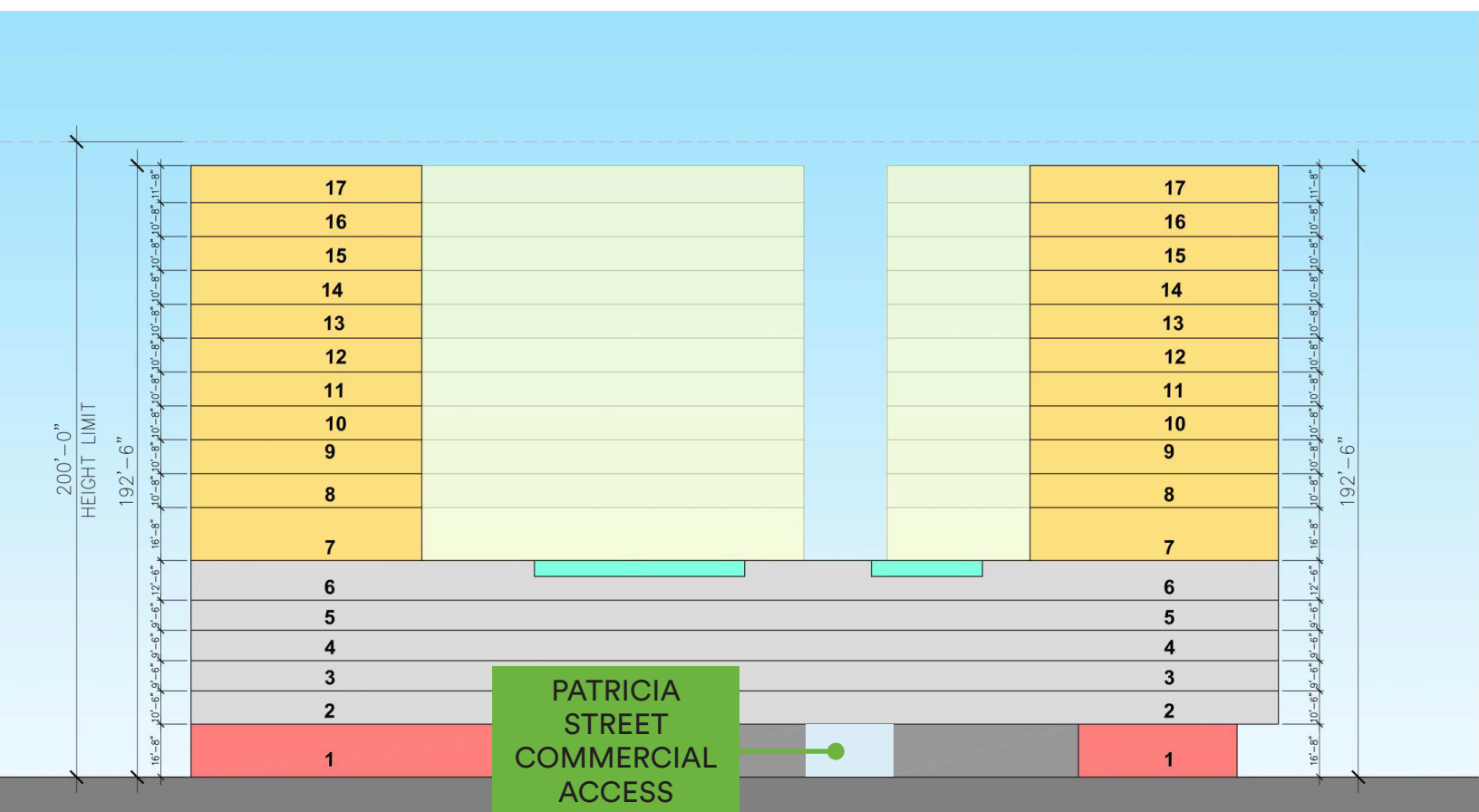
- Mixed-Use Habitable Floors: Approximately 41,000 GSF per floor
 - Proposed Uses: Class A Multi-Family Units, Hotel, Condominium, Northgate High-Density Dwelling Unit, and Amenity Uses.

CONCEPT SCHEDULE

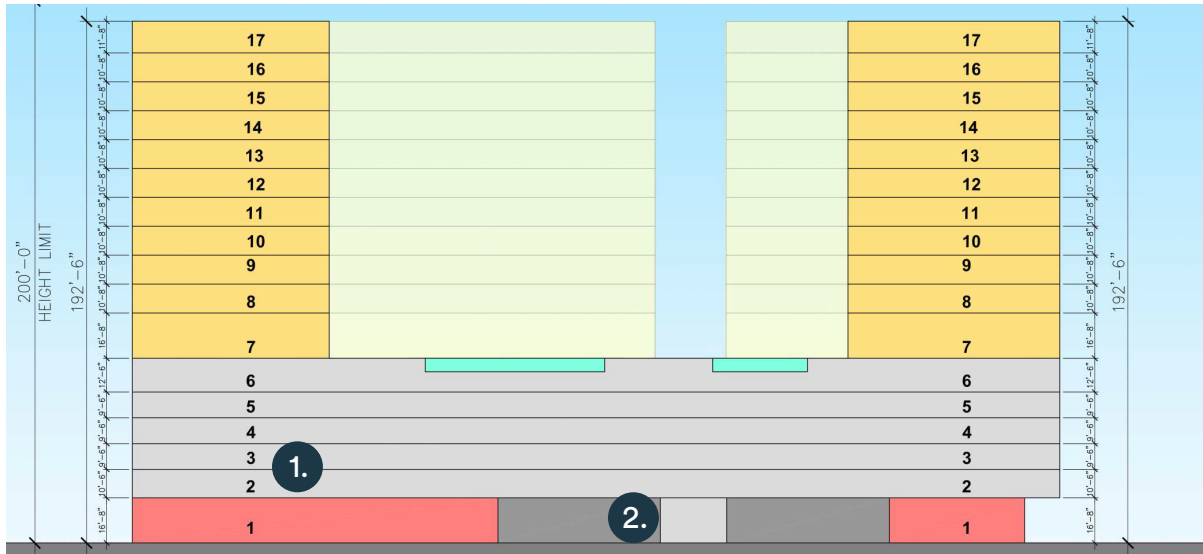








IDENTIFY & ASSIGN LOCATIONS FOR CITY REQUIRED COMPONENTS



1. A minimum of one hundred (100) parking spaces to be used on an exclusive basis by the City. The City will consider a shared use and revenue agreement for the use of these parking spaces.
2. Ride share pick-up and drop-off opportunities to serve the surrounding area.
3. Space for a law enforcement substation that is approximately 3,500 – 5,000 square feet.
4. Public restroom facilities.
5. Refuse container storage.
6. Redevelopment and ongoing operation and maintenance of the remaining Property into a public greenspace, plaza, or courtyard area.
- * The buyer will work in good faith with the City of College Station and Texas A&M University to explore an overhead pedestrian overpass connection point from this property to Texas A&M University.



FINANCIALS

LAND PURCHASE SUMMARY

LAND PURCHASE SUMMARY

PROPERTY	APPRAISED VALUE	SQUARE FOOTAGE	PRICE/SF
Portion of 301 Patricia	\$6,534,000.00	43,560	\$150.00
<u>REQUIRED COMPONENTS FOR REDEVELOPMENT</u>			
Parking (100 Dedicated Spaces within Redevelopment)		• \$1,800,000.00 - Capital Cost of Construction • 36,000 SF - Allocated for spaces & drive isles	
Law Enforcement Substation within structure of Redevelopment		• \$480,000.00 - Capital Cost of Construction • +/- 4,000 SF - Net Rentable Conditioned Space	
Public Restroom Facility and Conditioned Refuse Storage		• \$230,000.00 - Capital Cost of Construction • +/- 4,000 SF - Allocated for designed use	
Redevelopment and ongoing operation and maintenance of the remaining Property into a Public green-space, plaza, or courtyard area.		• \$350,000.00 - Capital Cost for design of Park and Associated Structures • Buyer is willing to incur a reasonable shared cost value to construct and operate the Park.	
PROPERTY	LAND OFFER	SQUARE FOOTAGE	PRICE/SF
Portion of 301 Patricia St	\$3,674,000.00 ALL CASH	43,560	\$84.34

* See page 27-28 for explanation of any incentives sought from the City

* See page 7 & 9 for additional financial sources information regarding purchase and redevelopment



REFERENCES

OLDHAM GOODWIN REFERENCES

Client References

Agency Name	Address	Contact Person	Contact Information
Adam Corporation	1 Momentum Blvd College Station, TX 77845	Donald A. Adam, Chairman	P: 979.774.1111
<i>Services Provided: Brokerage, Property Management</i>			
Astin Partners, LP (Lynntech)	2501 Earl Rudder Fwy S, Ste 1000, College Station, TX 77845	John Clanton, President/CEO	P: 979.764.2222 E: jclanton@astinpartners.com
<i>Services Provided: Brokerage, Property Management, Development</i>			
The Ellison Firm	302 Holleman Dr. E #76 College Station, TX 77840	Chuck Ellison, Attorney	P: 979.696.9889 E: chuck@ellisonlaw.com
<i>Services Provided: Brokerage</i>			
RELLIS Campus	3477 TAMU, College Station, TX 77843	Kelly Templin, Director of RELLIS Campus	P: 979.458.6422 E: ktemplin@tamus.edu
<i>Services Provided: Brokerage</i>			
Texas A&M University System	John B. Connally Building, 7th Floor 301 Tarrow Street College Station, TX 77840	Phillip Ray	P: 979.458.6193 E: pray@tamus.edu
<i>Services Provided: Brokerage</i>			
College Station MarketPlace, LP	1445 North Loop West #625, Houston, TX 77008	Timothy Crowley, Manager	P: 713.817.5717 E: tcrowley@crowleynorman.com
<i>Services Provided: Brokerage, Property Management</i>			
Baylor Scott & White Healthcare	700 Scott & White Dr College Station, TX 77845	Jason Jennings, CEO	P: 979.207.4045 E: jdjennings@sw.org
<i>Services Provided: Brokerage, Development</i>			
MD Wheeler Companies	1919 Whitney St Houston, TX 77006	Ron Cowe, General Partner	P: 281.734.3414 E: garcia@mdwheelercompanies.com
<i>Services Provided: Brokerage</i>			
Capital Farm Credit	3000 Briarcrest Dr Bryan, TX 77802	Kerinne Herber, Senior Vice President of Real Estate	P: 830.733.7735 E: kerinne.herber@capitalfarmcredit.com
<i>Services Provided: Brokerage</i>			
Common Spirit Health	2801 Franciscan Drive Bryan, TX 77802	Sabrina Dellings, Real Estate Director South US Region	P: 979.412.0981 E: sabrina.dellings@commonspirit.org
<i>Services Provided: Brokerage, Development</i>			

Finance References

Agency Name	Address	Contact Person	Contact Information
American Momentum Bank	1 Momentum Blvd College Station, TX 77845	Frank Varisco, Market President	P: 979.599.9348 E: fvarisco@americanmomentumbank.com
VeraBank	4282 Boonville Road, Suite 200 Bryan, TX 77802	Steve Bledsoe, Sr. Vice President	P: 979.704.6556 E: sbledsoe@verabank.com
First National Bank of Bellville	100 East Main St, Bellville, TX 77418	Mike Mueller, President	P: 979.865.3181 E: mmueller@fnbbellville.com

Community Involvement

- Blinn Foundation – Endowed Scholarship Donor
- Blinn College Alumni & Friends Association Clay Shoot
- Scotty's House – Annual Sponsor
- Washington on the Brazos State Park Association – Annual Sponsor
- College Station Firefighters Association – Donor
- College Station ISD Education Foundation – Annual Sponsor
- Allen Academy – The Cadet Golf Classic – Annual Sponsor
- Arts Council of the Brazos Valley – Member/Annual Sponsor
- Community Foundation of the Brazos Valley – Annual Luncheon Sponsor
- Coach Gary Blair Charities – Annual Golf Tournament Sponsor
- Society of Texas A&M Real Estate – Aggie Real Estate Network – Title Sponsor
- 12th Man Foundation – Aggie Athletics – Annual Donor
- Texas A&M Foundation – Annual Donor
- Texas A&M Chancellor's Century Council – Member
- Texas A&M Corps of Cadets – Golf Tournament
- Texas A&M Ag Development Council – Member
- Blinn College Foundation, Inc. – Luncheon Sponsor
- Brazos Valley Fair & Rodeo – Sponsor
- American Heart Association – Annual Sponsor
- Brazos Valley Museum of Natural History
- MSC Opas – Annual Sponsor
- Texas A&M Ventures - Proud Partner of Texas AM Athletics
- GBVBA - Greater Brazos Valley Builder Association - Golf Tournament
- Cavalry Youth Soccer - Charity Golf Classic
- Rob Childress Charity Golf Tournament
- Twelve Baseball Golf Tournament - Hole Sponsor
- A&M Consolidated Bengal Belles - Sponsor
- Brazos County A&M Club - Coach's Night
- Bryan Rotary - Field of Valor
- Brazos Valley Economic Development Corporation - Invest Brazos Valley
- MADD - Heros of the Highway - Sponsor
- Pink Alliance - Surviving & Thriving - Sponsor
- Brazos Valley United Way



CERTIFICATIONS/ADDENDA

ADDENDUM NO. 1

ADDENDUM NO. 2

CERTIFICATION OF BID



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

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

ADDENDUM NO. #1
RFP NO. #20-073

Date: July 23, 2024

To: All Interested Parties

From: Brandi Whittenton, Buyer II

Re: **RFP (Bid) 20-073 Real Property Sealed Bids for the Purchase and Redevelopment of a Portion or All of 301 Patricia Street**

The following information related to Request for Proposal No. #24-073 is hereby made a part of the RFP Documents for the above referenced project as fully and as completely as though the same were included therein.

Vendor Question and Answer

1. Could you please provide the survey for both Tract 1 & 2 at 301 Patricia Street. A pdf or dwg file would be acceptable. The file that was included within the RFP was compressed and descaled.

Answer: Parking Exhibit with One Acre lot attached to this addendum.

Please acknowledge receipt of this addendum with signature and date and return with completed proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of this Addendum No. #24-073 is hereby acknowledged

[Signature] = Manager
 Authorized Signature

8/21/2024
 Date

Oldham Goodwin Group, LLC.
 Company Name





CITY OF COLLEGE STATION

Home of Texas A&M University®

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

ADDENDUM NO. 2
RFP NO. 20-073

Date: 8/13/2024

To: All Interested Parties

From: Alan Degelman, Buyer II

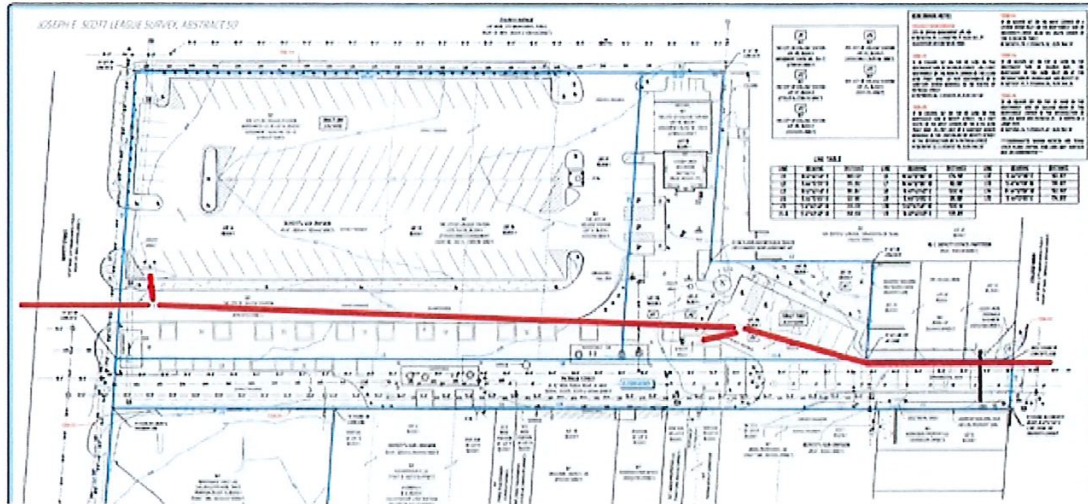
Re: **RFP (Bid) 20-073 Real Property Sealed Bids for the Purchase and
 Redevelopment of a Portion or All of 301 Patricia Street**

The following information related to Request for Proposal No. 24-073 is hereby made a part of the RFP Documents for the above referenced project as fully and as completely as though the same were included therein.

Vendor Question and Answer

1. **Question:** *Will the City please advised what planned utility easements will be required of this developer to dedicate with the redevelopment?*
Answer: Unless rerouted off of the Property, utility easements would be needed for all utilities located on the Property that are servicing other properties, including the Remaining Property, if not part of the proposed development. Additional easements may be needed for the specific development that is proposed, however, those would not be known until the development is proposed.
2. **Question:** *Can the City provide the location of the electrical underground transmission line that will be required to be rerouted for the project? It does NOT appear to be shown on the survey that you provided. Can it even be rerouted on adjacent streets outside of this area? If it is possible to re-route, pls provide approximate pricing/budgeting for this.*

Answer: The approximate location of the existing distribution line (not transmission line) is indicated on the map below.



Rerouting is possible but no official plans or costs have been determined as it would be development specific. All activities and costs to reroute the distribution line would be the responsibility of the respondent.

- 3. Question:** A retail component is required in NG-1. Can / Will the Police Substation count as the retail tenant?

Answer: A retail component is not required in NG-1.

Per Section 5.8.B.2.a.1 – Buildings with frontage on Church Avenue, University Drive, College Main, Boyett Street from University Drive to Church Avenue, and Nagle Street from University Drive to Church Avenue shall not have parking, fraternal lodge, or residential uses on the ground floor. These uses shall be allowed on the ground floor if they are completely located behind a commercial use that meets all other requirements of this UDO. The police substation is considered a government facility and would be allowed on the ground floor.

Please acknowledge receipt of this addendum with signature and date and return with completed proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of this Addendum No. 2 for 24-073 is hereby acknowledged


Authorized Signature

8/22/2024
Date

Oldham Goodwin Group, LLC
Company Name

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this Real Estate 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 before the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Real Estate Contract, unless an alternative contract is negotiated.

Signed By: Reagan T. Swinbank Title: President

Typed Name: Reagan Swinbank Company Name: Northgate Tract, LLC, a Texas limited liability company

Phone No.: 979-268-2000 Fax No.: NA

Email: RSwinbank@sprint-transport.com | Hunter.goodwin@oldhamgoodwin.com

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____

DUNS No.: _____

Date: _____

END OF BID # 24-073

FOR MORE INFORMATION ABOUT OLDHAM GOODWIN'S DEVELOPMENT SERVICES,
PLEASE CONTACT:

Hunter Goodwin

President
Chief Operating Officer
Office: 979.268.2000
Hunter.Goodwin@OldhamGoodwin.com

Clint Oldham

Managing Director | Investment Sales
Phone: 979.268.2000
Direct: 979.977.6081
Cell: 409.781.7734
Clint.Oldham@OldhamGoodwin.com

Casey M. Oldham

Chief Executive Officer
Chief Investment Officer
Office: 979.268.2000
Casey.Oldham@OldhamGoodwin.com

Reagan Griffith

Managing Director | Griff-Ark
Office: 936.675.1237
Reagan@griff-ark.com

Reagan Swinbank

Office: 832.309.1215
RSwinbank@Sprint-transport.com

Will Swinbank

Office: 713.545.4523
WSwinbank@Sprint-transport.com

Bryan

2800 South Texas Avenue, Suite 401 | Bryan, Texas 77802

HOUSTON | SAN ANTONIO | WACO/TEMPLE | FORT WORTH



OLDHAMGOODWIN.COM



Response to Real Property Bid for Purchase and Redevelopment of 301 Patricia Street

PINNACLE
REAL ESTATE DEVELOPMENT GROUP

 **WOODBURY**
CORPORATION

RYCON
Construction

RHODE: PARTNERS

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COVER LETTER

August 22nd 2024

To: City of College Station
Re: Response and Proposal for Bid No. 24-073

To Whom It May Concern:

We are pleased to submit our proposal and offer for the purchase of all the tracts being offered under Bid No. 24-073. While the appraised value of the tracts totaled \$10,316,550, we are pleased to offer an all-cash offer to buy the property for \$10,510,000.

In addition to the all-cash purchase price, we are pleased to report that our redevelopment budget provides for the development of the Additional Components desired by the City (100 City parking spaces, ride share area, police substation, public restrooms, refuse storage containers and public plaza development) at no additional cost to the City nor a reduction to the purchase price. We estimate the total value of our proposal (cash and City spaces) to be approximately \$15M.

Our proposed redevelopment currently focuses on three design schemes, two of which are discussed in detail in our proposal, but in any design scheme our proposed project focuses on developing a large mixed-use housing project of at least \$165M in total development costs. The housing is intended to focus on student housing, and mixed uses such as retail, parking, tenant and general public amenities and the Additional Components desired by the City. Given the public uses to remain in the redevelopment we would welcome the participation of the City in our design and planning of the redevelopment.

Our team represents a consortium of local and national experts in real estate development. Having collectively executed over \$10B of development in the last several years, including numerous large mixed-use student housing projects. With this level of experience our team is routinely able to finance such large-scale projects of this type, giving the City a higher degree of execution certainty for the redevelopment. Furthermore, with our current development of a project near this site, we would be able to deliver some components to the city earlier than otherwise, by integrating them into our current building, either temporarily or permanently.

Our Team:

Pinnacle: Texas-based, woman owned business, and expert in mixed-use student housing development

Woodbury Corporation: Large national development firm with over \$5B AUM

Rountree Development: Local development partner and land purchase offeror

General Contractor: Rycon Construction

Architect: Rhode Partners

Thank you for your time and consideration of our proposal.

Christy Everett

Christy Everett, Principal
Pinnacle Real Estate Development Group, LLC

TAB A – Introduction/Key Personnel

Our team’s success rests on a consortium of three exceptional developers: Texas-based, women-owned Pinnacle Real Estate Development Group, the Woodbury Corporation, and College-Station’s own Rountree Development. For over 100 years the collective team of Pinnacle/Woodbury has been providing full-service real estate solutions to our clients, including over 30 years’ experience developing student housing. Our entire development team, partnering with Rycon Construction and Rhode Partners architects, are currently executing a similar student housing project at Church and First streets, near this College Station site.

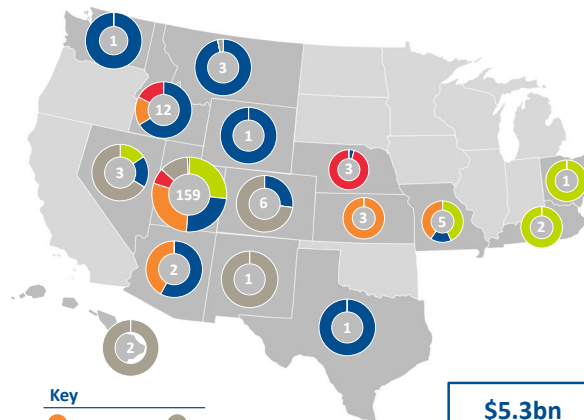
Developer: Pinnacle | Woodbury | Rountree



The Woodbury Corporation is a private, full-service real estate company with a 103-year operating history and the capital and ability to successfully fund and manage development projects across

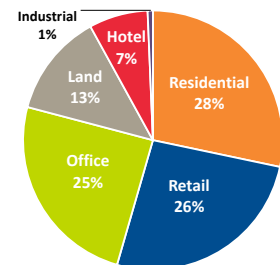
all product types, with expertise in quality mixed-use developments and retail centers. As a full-service real estate firm, they provide services in all stages of the asset life cycle: feasibility and site selection,

programming, design, entitlements and public outreach, construction management, operations, maintenance, and renewal. Woodbury has developed and currently own 4,662 units of housing, and have developed over 2,000 beds, for their company and partner universities.



Approximately 80% of Woodbury’s portfolio was developed by Woodbury or its affiliates

Total Portfolio by Asset Value



\$5.3bn
real estate assets
across 16 states

\$2.8bn
committed debt –
187 loans with 68
lenders

205
Properties

4,662 doors
Residential

7.3M SF
Retail

4.9M SF
Office

5,828 acres
Land

2,383 rooms
Across 19 Hotels

219K SF
Industrial

Key individuals from Woodbury active in this project will be Josh Woodbury and Mack Woodbury (resumes following this section).



The principals of Pinnacle Real Estate Development Group, LLC, bring together nearly \$3B of public private partnership housing experience across the U.S. and Canada, specializing in student

housing. Prior to development, Pinnacle’s principals spent time working directly for public entities, allowing them to bring to P3 projects a municipal mindset, working for the greater good and maximizing cashflow back to you through creative financing solutions. All our projects are executed through the lens of the locality and social responsibility and we engage the local community from Day One, seeking out local firms and minority/women-owned businesses to partner with in all facets of the project. We also work to incorporate innovative sustainability and energy conservation measures into each of our projects not only to be good stewards of the

environment, but to reduce operational expenditures as well. When it comes to project returns and cashflow to the city, we are experts creatively structuring workforce housing financing solutions through debt and equity, bonds, or combinations of the two.

Beginning with father, homebuilder Glenn Thomas, Trent Thomas and Rountree Development has been bringing housing solutions to College Station residents for over 40 years. Trent is active in the City of College Station and brings significant knowledge of local development rules and community preferences. Most recently, Trent is the force behind the new student housing development at Church and First streets.

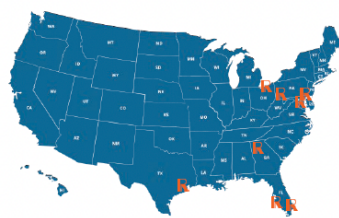
Key individuals for this project from Pinnacle and Rountree include Jared Everett, Christy Everett, and Trent Thomas (resumes following this section).

General Contractor: Rycon Construction



Rycon Construction specializes in various multi-unit residential projects, with a diverse portfolio including student housing, luxury apartments, high-rise buildings, and mixed-use complexes. Ideal for all mixed-use communities, their experience includes wood-framed structures, podium and garden-style apartments, masonry bearing precast, panelized construction, light gauge framed structures, and high-rise residential buildings, inclusive of multi-option parking solutions. Their total multi-unit residential work amounts to \$1.4 billion, covering over 5,233 units and 7.6 million square feet. We know that every successful mixed-use project includes an element of retail, and Rycon Construction has significant experience in retail construction, and have completed over 1,700 retail projects totaling 27 million square feet. This project will be managed by Rycon's Houston team, collectively with over a billion dollars of mixed use and multifamily experience.

RYCON IS A NATIONWIDE CM/DB/GC



OFFICE LOCATIONS
Pittsburgh, HQ
Atlanta
Cleveland
Fort Lauderdale
Fort Myers
Houston
Philadelphia
Washington, DC

OUR PEOPLE

500
total office staff
400-450
total field staff



OUR WORK

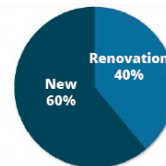
VOLUME

In the past five years



COMPLETED PROJECTS

Based on dollar value



TOTALS

Lifetime totals up to 2023

WHERE WE WORK	SQUARE FEET
Nationwide	70+ million
PROJECTS	REPEAT CLIENTS
5,100+	86%
BONDING	
\$200M Single, \$1.2B Aggregate	

Key individuals for this project from Rycon include Mike Diehl and William Flores (resumes following this section).

Architect: Rhode Partners



Rhode Partners is a distinguished architectural firm known for its innovative and sustainable design approach. Based in Austin, Texas, the firm focuses on creating impactful, contextually relevant buildings that harmonize with their surroundings. Rhode Partners emphasizes a collaborative

design process, working closely with clients to craft unique solutions that reflect both functionality and aesthetic appeal. Their portfolio spans various project types, including residential, commercial, and civic spaces, showcasing a commitment to integrating cutting-edge technology with timeless design principles. The firm's work is recognized for its modern elegance and thoughtful integration of environmental considerations, making it a notable player in the architecture field, and a reputable designer of student housing.

Key individuals for this project from Rhode Partners include Brett Rhode and Robert Tait (resumes following this section).

Resumes of Key Individuals



JARED EVERETT

Pinnacle Real Estate Development Group – Principal/Developer Key Contact

Jared Everett has over 25 years of experience in real estate development and management for colleges and universities. Prior to recently joining Pinnacle, Jared Everett headed up Public Private Partnerships at Greystar, one of the largest multifamily/housing real estate developers and managers in the world, where he has been responsible for more than \$3B of housing developments at universities across North America. Prior to that role he served as Senior Vice President at EdR Trust, a publicly traded student housing REI. He joined EdR after nearly 20 years in higher education at Boise State University, as Treasurer and Executive Director of Real Estate and Faculty member where he managed \$500 million of investments, debt, and capital projects as well as all physical assets for a campus of over 4M square feet. Recognized as one of North America's preeminent experts in real estate P3 transactions, Jared is a regular speaker at all the major P3 conferences in the U.S. and Canada.

Education

BOISE STATE UNIVERSITY

Master of Business Administration

UNIVERSITY OF ARIZONA

Bachelor of Science

Relevant Project Experience:

UNDERGRADUATE STUDENT HOUSING, University of Washington

\$183M | 129 units | Seattle, WA

FACULTY AND GRADUATE STUDENT HOUSING, University of California College of Law

\$282M | 656 units | San Francisco, CA

FACULTY AND GRADUATE STUDENT HOUSING, UNIVERSITY OF HAWAII, OAHU, HI

\$198M | 316 units | Oahu, HI

STUDENT HOUSING, Sacramento State University

\$184M | 407 units | Sacramento, CA

MIXED-USE MASTER-PLANNED ON-CAMPUS DEVELOPMENT, University Of South Carolina

\$400M | 700 units | Columbia, SC

BOISE STATE UNIVERSITY

Acquisition and development of over 500,000 sf of office, academic, and housing space at over \$200M total. Keeping properties off-balance sheet while improving the University's credit rating.



CHRISTY EVERETT

Pinnacle Real Estate Development Group – Owner/Local Advisory Developer

Christy has a passion for helping meet the housing needs of families and individuals. She has over 15 years of experience in operations audit and management, and 7 years in commercial real estate, the majority of which were spent in student housing. Her company, Pinnacle Real Estate Development Group develops real estate and advises on successful Public Private Partnerships. Prior to Pinnacle she spent 2 years at Servitas, where she spearheaded Miami Beach's first workforce housing P3. In her previous role with EdR (acquired by Greystar), working in both the field and at the corporate level, Christy served as Acquisition and Development Manager where she develops over 3,300 beds at over \$600M. Residing in Dallas, TX, Christy has extensive development experience in workforce and multifamily development and is currently bringing affordable teacher housing to Pflugerville ISD.

Education

UNIVERSITY OF LONDON

Master of Business Administration

UNIVERSITY OF MARYLAND

Bachelor of Science, Business Administration

Relevant Project Experience:

CITY OF MIAMI BEACH, FL | COLLINS PARK ARTIST WORKFORCE HOUSING

A mixed-use high rise with 82 units of mixed-income housing. Income restricted housing and P3 with City of Miami Beach. 82 units | 5,000 SF | Retail | 2019 – 2023

ORANGE COAST COLLEGE | STUDENT HOUSING

323 units | 2018 – 2022

ANNEX OF MEMPHIS

Mid-rise student housing project with 100 units.

100 units | 2018 – 2021

UNION TEMPE

407 Unit Mixed use Development.

407 units | 2016 -2018



MCKINNON WOODBURY

Woodbury Corporation – VP of Development

McKinnon ("Mack") Woodbury will serve as the Developer Senior Project Manager for AISD's Coy Teacher Housing. VP of Development at the Woodbury Corporation, Mack works with partners and investors to execute Woodbury's Master Developments. With years of experience developing urban master planned mixed-use communities of 10 acres or more. Prior to joining Woodbury Corporation, he spent seven years working

in consulting and assurance in New York City at WeizerMazars LLP and CBIZ Mayer Hoffman McCann P.C. Mr. Woodbury graduated from Hofstra University with a B.S. in accounting and finance.

Education

HOFSTRA UNIVERSITY

B.S. in Accounting and Finance

Relevant Project Experience:

UNIVERSITY PLACE

125-acre mall campus redevelopment | 2015 – 2023 | Salt Lake City UT

Completed to date 300k sf of new office, and 1,000 new housing units, 2 acres of new park, 150key hotel.

Future phases will include 400k sf of new office and 1,000 housing units, new retail, and community feature. Services: Developer

UTAH CITY

293 acres | Completion: Fall 2023 | Orem UT

Partnership with state including new high-speed rail stop on site and new roads and freeway connections complete in fall 2023 456 units under construction. New partnership with feature research Hospital and local universities to promote education 17,000 units of housing. Services: Developer

HOLIDAY HILLS

56 acres | 24,000 SF retail | 2019 – Present | Salt Lake City UT

56 acre master planned development with 200 apartments units 16 condos 38 townhomes. Future phases include additional 400 units of mixed income housing and 400,000 SF of commercial space. Services: Developer

HILL AIR FORCE BASE

550 ACRES | 1,000,000 SF Office Space | Salt Lake City UT

Unique P3 project includes new developer funded gate houses, grocery, daycare facilities, research buildings, and police station. Future phases will include housing and new office. Services: Developer

THE DISTRICT AT LENEXA KANSAS

200 acres | 2015 – Present | Lenexa KS

This mixed-use project features office, retail, and multifamily housing. The District is the ultimate destination for an active lifestyle where a social life is made easy, and where residents can enjoy an array of modern conveniences mixed with a superb location in the heart of energetic Lenexa City Center.

Services: Developer



JOSHUA B. WOODBURY

Woodbury Corporation – Executive Vice President, Development & Acquisitions

Josh Woodbury is executive vice president of acquisitions and development at Woodbury Corporation. Mr. Woodbury oversees the company's Real Estate

Development and Acquisitions Department, which actively sources new investment opportunities and effectuates property business plan and development objectives for Woodbury Corporation and the Woodbury Capital real estate funds. He is a licensed realtor, currently serves as the State Director of the International Council of Shopping Centers and is a member of the Urban Land Institute and the J. Reuben Clark Law Society.

Education

HOFSTRA UNIVERSITY
B.S. in Accounting and Finance

Relevant Project Experience:

UNIVERSITY OF UTAH RESEARCH PARK

320 acres | Salt Lake City UT

Woodbury Corporation owns and operates seven buildings as part of one of the most dynamic research park ecosystems in America. These seven Class-A office buildings are located at the heart of the University of Utah Research Park Services: Project Lead

BRIARCLIFF PORTFOLIO

630,000 SF | Kansas City MO

The Briarcliff Portfolio is a collection of Class A office properties in Kansas City that Woodbury Corporation acquired from Briarcliff Development Company. Services: Project Lead

MESA DEL SOL

175,000 SF | Albuquerque, NM

Mesa Del Sol will be the first market-rate multifamily project to be built as part of the Mesa Del Sol master planned community in New Mexico. This 420-unit development is located near the new Netflix production HQ. Services: Project Lead



TRENT THOMAS

Round Tree Development – Managing member & CEO

Trent Thomas is a prominent real estate developer and the founder of Rountree Development, a company renowned for its innovative approach to residential and commercial property development. As the son of Glenn Thomas, a well-respected homebuilder known for his contributions to communities like Castlegate and

Regency, Trent Thomas has inherited a legacy of excellence and a deep understanding of the real estate industry. Born and raised in Houston, Texas, Trent grew up immersed in the world of real estate and development, learning the intricacies of homebuilding and community planning from his father. This early exposure to the industry instilled in him a passion for creating exceptional living and working spaces. Trent Thomas founded Rountree Development with a vision to push the boundaries of traditional real estate development. Under his leadership, the company has focused on blending innovative design with sustainable practices, aiming to create environments that are both aesthetically pleasing and environmentally responsible. Rountree Development is recognized for its commitment to quality, attention to detail, and a forward-thinking approach that addresses the evolving needs of modern communities. In addition to his professional achievements, Trent is known for his dedication to community involvement and philanthropy. He actively supports various local initiatives and organizations, reflecting his belief in giving back to the community that has supported his success.

Education:

AUSTIN COMMUNITY COLLEGE
Hospitality Administration & Management

Relevant Project Experience

THE SULLY, Student housing
College Station, TX

BREWSTER POINTE

67 homes | College Station, TX

CASTLEGATE

150 homes | College Station, TX



MIKE DIEHL

Rycon Construction Inc. – President – Texas Division

Mike provides executive oversight of business development, preconstruction, and construction management services for the Texas region and is responsible for the general management of the Houston office. Mike is a seasoned professional with an extensive portfolio containing commercial, office, retail, residential, health care projects. He began his career in 1993 as a project manager and worked his way to senior vice president at a successful construction firm. In his previous roles he was a leader in growth, expansion, and organizational development across all units of the business. With over 30 years' experience under his belt, he now oversees Rycon's Texas Division.

Education

OKLAHOMA STATE UNIVERSITY

MS, Construction Engineering & Project Management

BS, Civil Engineering

UNIVERSITY OF FLORIDA

AA, Architecture

Relevant Project Experience

WALMART, 56 Projects

\$500M | Nationwide

WESTRIDGE VILLAGE, Mixed-Use

Planning

\$250M | Midland TX

PORT 10 LOGISTICS CENTER, Multi-Modal Industrial Complex

\$180M | Baytown TX

FEDEX GROUND

\$53M | Texarkana TX, Savannah GA & Birmingham AL

OXY PETROLEUM ENERGY PLAZA, Office

\$52M | Midland TX

CENTURY SQUARE, Mixed Use Development

\$48M | College Station TX

22HUNDRED APARTMENTS, 290-Unit Multifamily

\$40M | Houston TX

THE PINES APARTMENTS, 330-Unit Multifamily

\$37M | Houston TX

PLAINS ALL AMERICAN PIPELINE, Midland Control Center

\$32M | Midland TX

MEDISTAR, Rehab Hospital

\$17M | Corpus Christi TX

SEC ENERGY, Industrial Plant Expansion

\$16M | Houston TX

VETERANS MEMORIAL, Industrial Warehouse

\$15M | Houston TX

FLORIDA MEDICAL, Office Building

\$14M | Sarasota FL

H-E-B GROCERY STORE

\$14M | 3 Projects | Nationwide

AIRTEX, Industrial Warehouse

\$9M | Houston TX



WILLIAM J. FLORES

Rycon Construction inc. – Vice President – Texas Division

William is responsible for all field operations and is involved in preconstruction services including scheduling, estimating, VE, and early lead time procurement. This involvement will ensure a seamless transition into construction where William will manage aspects in purchasing, scheduling, shop drawing submission, material availability, requisitions for payment, budget control, and permitting. Using Rycon's in-house management software, he will monitor contracts, PO's, submittals, RFI's, and other necessary documentation.

Education

TEXAS A&M UNIVERSITY

Bachelor of Environmental Design (Architecture)

Relevant Project Experience

BHP HOUSTON HEADQUARTERS

\$28M | Katy TX (SPM/Churchworx)

(PM/Cushman)

\$165M | Houston TX

CALPERS HEADQUARTERS EXPANSION

(PM/Kendall/Heaton)

\$124M | Sacramento CA

**LAKEWOOD CHURCH (Renovation of
Compaq Center)**

\$107M | Houston TX (PM/Studio Red)

**MUSEUM OF FINE ARTS, Audrey Jones
Beck Building**

\$103M | Houston TX (PM/Kendall/Heaton)

**PLAINS ALL AMERICAN PIPELINE
PERMIAN, HQ Building/Garage**

\$48M | Midland TX (PM/Cushman)

**KURARAY INDUSTRIAL BUILDINGS 2 &
3 (PM/Cushman)**

\$30M | La Porte TX

CHENIERE ENERGY (PM/Cushman)

\$29.5M | Houston TX

**RESERVE AT PINEWOOD VILLAGE,
Multifamily Development**

\$28.5M | Port Arthur TX (PM/Cushman)

SECOND BAPTIST CHURCH West

VINMAR INTERNATIONAL, Industrial Building (PM/Cushman)
\$22M | Chambers County TX



BRETT RHODE

Rhode: Partners – Senior Partner – Director Design

Brett Rhode is well known for his ability to design and manage large, complex projects, producing award winning buildings within budget and schedule constraints. Brett honed his skills for over a decade in New York City on complex international commissions in the offices of I.M Pei and Phillip Johnson. In Austin as a Vice President at Page Southerland Page, Brett worked on healthcare and civic projects for eight years before founding Rhode Partners in 2005. Rhode Partners is organized in an open studio environment to facilitate team communication and easy client access. Brett has designed and managed some of the city's most compelling architectural endeavors, such as The Independent, and his experience includes work on three continents over a span of twenty years. After working for I.M. Pei and Philip Johnson/John Burgee on complex, international projects, Brett has focused his efforts in Texas. His superb design work and management talent has led him to work on many landmark Austin commissions, including the Convention Center Expansion, the Barbara Jordan Passenger Terminal and the Austin City Lofts as a VP at Page Southerland Page. Brett's commitment to clients, design and sustainability continues within his own firm, Rhode Partners.

Education

THE UNIVERSITY OF TEXAS AT AUSTIN
B. Arch Professional Degree Registered Architect

Projects:

22ND AND SAN ANTONIO APARTMENTS, 31 Story, 247,000 SF
\$78M | Austin TX

INSPIRE ON 22ND, 18 Story, 190,000 SF
\$45M | Austin TX

UNIVERSITY HOUSE, 19 Story | 330,000 SF
\$38M | San Antonio TX

REV, 19 Story | 600,000 SF
\$84M | College Station TX

VILLAS ON RIO, 19 Story| 353,000 SF
\$80M | Austin, TX

TORRE AUSTIN, 18 Story | 275,000 SF
\$60M | Turks & Caicos

MUZE, 18 story | 189,000 SF
\$42M | Austin TX

PINECREST COLLEGE STATION, 20 STORY | 465,000 SF
\$85M | College Station TX

**ROBERT TAIT**

Rhode: Partners – Senior Partner – Design Director

Through his experience managing complex, large scale commercial projects, Bobby Tait has developed an organized methodology to design with a close attention to detail. His knowledge and experience coupled with a collaborative and coordinated approach affords Bobby the ability to manage all aspects of a project from conceptual design through substantial completion. Bobby insists on maintaining a close working relationship with the client to ensure the consistent delivery of well-designed buildings that meet the client's goals and finish on time and within budget.

Education

THE UNIVERSITY OF TENNESSEE

B. Arch Profession Degree

Projects:**PINECREST COLLEGE STATION**

\$85M | 20 STORY | 465,000 SF | College Station, TX

24TH AND RIO GRANDE APARTMENTS

\$78M | 30 Story | 465,000 SF | Austin, TX

INSPIRE ON 22ND

\$45M | 18 Story | 190,000 SF | Austin, TX

UNIVERSITY HOUSE

\$38M | 19 Story | 330,000 SF | San Antonio, TX

REV

\$84M | 19 Story | 600,000 SF | College Station, TX

VILLAS ON RIO

\$80M | 19 Story | 353,000 SF | Austin, TX

TORRE AUSTIN

\$60M | 18 Story | 275,000 SF | Turks & Caicos

MUZE

\$42M | 18 story | 189,000 SF | Austin, TX

TAB B – Experience

Our team, its principals, has extensive experience in student housing, having developed over 5,000 beds, at a total cost of over \$3B. Below are some recent developments.

University of Memphis Student Housing

PINNACLE
REAL ESTATE DEVELOPMENT GROUP

Location: University of Memphis, Memphis, Tennessee
Developer: Pinnacle and the Annex Group
Cost: \$43M
Completion Date: August 2025

Project Overview: The 545-bed Park Avenue Student Housing development is a dedicated housing facility for student-athletes at the University of Memphis. Strategically located near the university's athletic



complex, this state-of-the-art development is designed to support the unique needs of student-athletes, providing them with convenient, comfortable living spaces that complement their rigorous academic and athletic schedules.

Components:

- **Residential Units:** The facility offers a variety of unit types, all with bed/bath parity, and all equipped with modern furnishings, study spaces, and high-speed internet. The units are designed to provide privacy and comfort, allowing student-athletes to rest and recover effectively.
- **Proximity to Athletic Facilities:** Located near the university's Park Avenue Campus, home to several athletic facilities, the housing offers convenient access to training, practice, and competition venues, reducing commute times and enhancing athletes' overall experience.
- **Community Spaces:** The development includes communal areas designed for both study and relaxation, such as lounges, group study rooms, and recreational spaces. These areas promote a sense of community among student-athletes, fostering camaraderie and team spirit.
- **Amenities:** Key amenities include a fully equipped fitness center, a multimedia room, on-site laundry facilities, secure bike storage, and parking. The outdoor spaces include landscaped courtyards with seating areas and recreational opportunities, providing

Project Profile: Academe 198 Student Housing



Location: University of California College of the Law, San Francisco, California

Developer: Jared Everett (while at Greystar)

Cost: \$162M

Completion Date: August 2023

Overview: Academe 198 is a premier student housing development designed to provide modern, high-quality accommodations for students at the University of California College of the Law. The project aims to enhance the campus experience by offering comfortable, well-appointed living spaces that support academic achievement and community engagement.



Components:

- **Residential Units:** Academe 198 features a variety of room types, including individual studios, shared suites, and apartment-style units. Each residence is designed to provide privacy and comfort, with amenities such as study desks, ample storage, and high-speed internet access.
- **Community Spaces:** The development includes several communal areas, such as study lounges, social gathering rooms, and outdoor courtyards. These spaces are designed to foster interaction and collaboration among residents.
- **Amenities:** Key amenities include a fitness center, a multimedia room, on-site laundry facilities, and secure bicycle storage. The building also features landscaped outdoor areas with seating and recreational options.

Sustainability Features: Academe 198 incorporates a range of sustainable features to minimize its environmental impact:

- **Energy Efficiency:** The building is equipped with energy-efficient HVAC systems, LED lighting, and solar power, for LEED Gold energy rating.
- **Water Conservation:** Water-efficient fixtures and drought-tolerant landscaping help to conserve water resources.
- **Materials:** The project uses eco-friendly building materials and finishes to promote sustainability and reduce environmental footprint.

Hornet Commons at Sacramento State University



Location: Sacramento State University, Sacramento, California

Developer: Jared Everett (while at Greystar)

Cost: \$152M

Completion Date: August 2023



Overview: Hornet Commons is a state-of-the-art student housing and retail development designed to enhance the campus experience at Sacramento State University (Sac State).

The project aims to provide modern, convenient living spaces for students while integrating retail spaces that contribute to the university's vibrant community. The project was funded through a combination of university funds, state support, and private investments.

Components:

- **Student Housing:** The development includes several floors of student residences, offering a variety of room types from single units to shared suites. Each living space is designed with student needs in mind, including study areas, ample storage, and communal amenities.
- **Retail Space:** Ground-floor retail units provide convenient shopping and dining options for students and faculty. These spaces are intended to offer a mix of local and national brands, contributing to the campus's retail landscape.
- **Amenities:** Hornet Commons features a range of amenities including study lounges, fitness centers, and recreational areas. Outdoor spaces include landscaped courtyards and seating areas, promoting social interaction and relaxation.

Sustainability Features: Hornet Commons integrates several sustainability initiatives:

- **Energy Efficiency:** The building is equipped with high-efficiency HVAC systems, LED lighting, and smart thermostats to reduce energy consumption.
- **Water Conservation:** Low-flow fixtures and drought-tolerant landscaping minimize water use.
- **Materials:** Sustainable and recycled building materials were used throughout the construction process.

University of Hawai‘i at Mānoa Student Housing



Location: University of Hawai‘i at Mānoa, Honolulu, Hawai‘i

Developer: Jared Everett (while at Greystar)

Completion Date: August 2025



Overview: The University of Hawai‘i at Mānoa Student Housing project aims to provide modern and supportive living environments for

students, fostering academic success and a vibrant campus life. The development is part of a strategic initiative to expand housing options and improve the overall student experience at the university. The project was funded through a combination of university funds, state support, and private investments.

Components:

- **Residential Buildings:** The project includes multiple residential buildings offering a range of room types, including single rooms, double rooms, and suite-style accommodations. Each unit is designed with modern amenities to enhance student comfort and convenience.
- **Community Spaces:** The facility features a variety of communal areas such as study lounges, recreational rooms, and outdoor terraces. These spaces are designed to encourage interaction and collaboration among students.
- **Amenities:** Key amenities include a fitness center, a multipurpose room, laundry facilities, and bicycle storage. The development also includes landscaped outdoor areas for relaxation and social gatherings.

Sustainability Features: The student housing project incorporates several sustainable practices:

- **Energy Efficiency:** The buildings are equipped with energy-efficient HVAC systems, LED lighting, and low-energy appliances.
- **Water Conservation:** Water-saving fixtures and landscaping practices are implemented to reduce water consumption.
- **Materials:** Environmentally friendly building materials and finishes are used throughout the construction.

The Annex of Memphis Student Housing



Location: Memphis, Tennessee

Developer: Pinnacle and the Annex Group

Cost: \$25M

Completion Date: Opened in 2018

Overview: The Annex of Memphis is a luxury student housing complex near the University of Memphis, offering modern living arrangements designed to enhance student life.



Key Details:

- **Capacity:** 347 units, 855 beds
- **Unit Types:** One, two, three, and four-bedroom apartments
- **Amenities:** Features include a resort-style pool, 24-hour fitness center, computer lab, study lounges, game rooms, and a shuttle service to campus. Units come furnished with high-end finishes, in-unit washers/dryers, and energy-efficient appliances.

Community Focus:

The complex promotes a vibrant community atmosphere with various resident events, group study areas, and communal spaces, fostering both academic and social engagement.

Sustainability:

The Annex prioritizes eco-friendly design, integrating energy-efficient solutions to reduce the environmental footprint of the complex.

Security and Convenience:

The property is equipped with key fob entry systems, on-site management, and 24-hour maintenance, providing a secure and convenient living experience. Additionally, the location is within walking distance of the University of Memphis, making it highly accessible for students.

The Annex of Memphis aims to blend comfort, convenience, and a sense of community, creating a premium living experience tailored to the needs of college students.

Westminster On The Draw Student Housing



Location: Salt Lake City, Utah, Westminster College

Developer: Woodbury Corporation

Completion Date: August 2012

Overview: Westminster On The Draw is a modern, off-campus student housing complex located near Westminster College. Designed with students in mind, it provides a convenient and comfortable living experience, combining a dynamic urban setting with access to campus resources.

Key Features:

- **Capacity:** 100+ units
- **Unit Types:** Studio, one-, two-, three-, and four-bedroom apartments
- **Amenities:** Includes a fitness center, social lounges, a game room, study spaces, and underground parking. Each unit is fully furnished with contemporary design and appliances.



Community and Lifestyle:

The complex encourages community engagement through organized events and common areas, fostering a vibrant social atmosphere for residents. It is also positioned near Sugar House, a lively neighborhood known for its shops, restaurants, and entertainment options.

Convenience and Access:

Westminster On The Draw is just steps away from the college campus, allowing residents to enjoy both the independence of off-campus living and the convenience of close proximity to their academic environment.

Sustainability:

The development incorporates eco-friendly features and is designed with sustainability in mind, reflecting a commitment to environmentally conscious living.

Westminster On The Draw is an ideal choice for students looking for upscale housing that balances independence, community, and convenience in the heart of Salt Lake City.

Green on Campus Drive Student Housing



Project Name: Green on Campus Drive Student Housing
Location: Utah Valley University, Orem, Utah
Completion Date: August 2020

Project Overview: With over 1,600 beds, the green on Campus Drive is a contemporary student housing development designed to enhance the living experience for students at Utah Valley University (UVU). This project aims to provide modern, sustainable, and convenient housing options that support academic success and foster a vibrant campus community.



Components:

- **Residential Units:** The development includes a variety of room configurations, from individual studios to shared suites and apartment-style units. Each room is designed with modern furnishings, study areas, and high-speed internet to support student needs.
- **Community Spaces:** The building features several communal areas, including study lounges, collaborative workspaces, and social gathering rooms. Outdoor spaces include landscaped courtyards with seating and recreational facilities.
- **Amenities:** Key amenities at Green on Campus Drive include a state-of-the-art fitness center, a multimedia room, on-site laundry facilities, and secure bicycle storage. The facility also offers parking options and easy access to campus resources.

Sustainability Features: Green on Campus Drive incorporates several sustainable features aimed at reducing its environmental impact:

- **Energy Efficiency:** The building is equipped with high-efficiency HVAC systems, LED lighting, and energy-saving appliances.
- **Water Conservation:** Water-efficient fixtures and landscaping practices are used to minimize water usage.
- **Materials:** The project utilizes eco-friendly building materials and finishes, emphasizing sustainability throughout construction.

TAB C – Redevelopment Project

1. Bidder's Plan for Redeveloping the Property

Given the location of the site we are proposing a mixed-use student housing development, where in addition to the Additional Components desired by the City (which we are providing for all) we would develop retail, amenities for both residents and the general public, and sufficient parking in excess of the City's 100 spaces.

We are proposing two possible developments, Scheme A and B. There is a third plan we are happy to share with you, which like Scheme B, utilizes all of Tract 1, but to stay somewhat focused we are proposing two possible designs, corresponding to two different financial offers. In addition to our two proposals, we are well experienced in doing projects with public entities and we would welcome your thoughts on our plans, which we recognize might result in a hybrid design and site plan. To ensure compliance with the public bidding process, we are confident we could arrive at hybrid site and project plan that retains or improves upon our economic offer for the land purchase.

Scheme A Overview:

- Land purchase offer for Tract 2 only
- Mixed-use vertical development is contained within Tract 2, but the developer agrees to make improvements to the City-owned Tract 3, such as improved public spaces
- Some public spaces in the development such as restrooms and refuse containers, but most public spaces located on Tract 3
- 23-story tower with ground floor retail, amenities, public and tenant spaces, and parking. Subsequent floors are additional parking, residential units and additional resident amenities
- Approximately 309 apartments to be leased by the bed to students
- Approximately 700,000 GSF (all spaces)
 - ~6,000 SF Retail
 - ~3,900 SF Police substation
 - ~2,000 SF public restroom, ride share, refuse containers
 - ~25,000 SF amenity, bike storage and lobby
 - ~400,000 SF residential units and circulation
 - ~768 parking spaces (City spaces plus project spaces)
- Total Estimated Development Cost (all hard costs, soft costs and land costs) \$165M
- All Additional Components desired by City are included in the project (100 City parking spaces, ride share, police substation, public restrooms, refuse container storage, additional public spaces for the remainder of the property)

City will continue to own Tract 3, but we will make improvements to the public plaza including locating the ride share drop area on Church Street. We could also explore free standing buildings on this property for refuse container storage and public restrooms which are currently planned in the mixed-use residential building.

Scheme B Overview:

- Land purchase offer for Tract 1 (Tract 2 and 3)
- Mixed-use vertical development is mostly on Tract 2, with a skybridge to a mixed-use parking garage mostly on Tract 3, but since the development is using all of Tract 1, we intend to build though the property line separating Tract 2 and 3
- Public outdoor space is mostly located in a unique plaza/open space between the mixed-use residential building and the garage, creating a unique public separation of the two structures. Additional public spaces at the far edge of Tract 3 including free-standing public restrooms and ride share area, plus additional public space containing these uses
- 15-story tower with ground floor retail, amenities, public and tenant spaces, and retail/leasing office parking.
- Adjacent mixed-use parking garage with parking for the City's 100 spaces plus additional parking for residents. Parking garage is mixed-use with police substation and refuse containers
- Approximately 315 apartments to be leased by the bed to students
- Approximately 630,000 GSF (all spaces)
 - ~3,000 SF Retail
 - ~3,500 SF Police substation
 - ~3,000 SF public restroom, ride share, refuse containers
 - ~18,000 SF amenity, bike storage and lobby
 - ~300,000 SF residential units and circulation
 - ~828 parking spaces (City spaces plus project spaces)
- Total Estimated Development Cost (all hard costs, soft costs and land costs) \$165M
- All Additional Components desired by City are included in the project (100 City parking spaces, ride share, police substation, public restrooms, refuse container storage, additional public spaces for the remainder of the property)

Estimated Value to City:

New public restrooms, refuse container, rideshare area, and public plaza - \$1,200,000

Upfront cash payment - \$10,510,000

100 city parking spaces - \$1,800,000

New Police Substation - \$1,500,000

Development Timeline:

We anticipate the following timeline for development of the project (either Scheme A or B)

- 90 days to close on the land from notice of award
- 12 months to develop the design and construction documents, cost estimating, bidding, to be performed concurrently with the entitlement and permitting process
- Approximate 24-month construction duration
- Anticipated delivery in the summer of 2028 for occupancy for the Fall 2028 semester

2. Bidder/City Duties and Responsibilities

It is our goal to minimize the effort and asks of the City and absent the ability to engage in dialogue with the City, we, in a vacuum, are assuming the following, but are open to modifying the items below to meet the City's desires.

- We are proposing multiple purchase offers on one or more of the offered tracts, one such offer is for Tract 2 only. Should the City select that scenario we would need use of Tract 3 for the duration of the construction of the improvements to Tract 2, but on our completion of those improvements, through an access and development agreement with the City, we would improve Tract 3 upon our exit to develop the new and improved public spaces on the City-owned Tract 3. This means in any scenario ***we will need use of all of Tract 1 during construction***, although we would seek a construction zone that provided safe continued access to some existing public spaces including the refuse containers and restrooms.
- Our cost estimate provides for the police substation to be delivered in a warm shell, ready for City-installed tenant improvements, as such, ***the city will be responsible for finishes***, although we're happy to discuss/coordinate work for/with the city.
- At land closing ***each party would be responsible for closing costs*** that are customarily associated with each respective buyer and seller, subject to the terms and conditions of the City-provided real estate contract.
- While we expect to design the project to be allowed by right under current City zoning, we understand the City might have some discretionary design comments such as vehicle curb cuts, location of trash facilities, etc. We would ask that ***approval of such logistical design elements, if material to the viability of the project, not be commercially unreasonably withheld***.

3. Site plan and/or Rendering

Please note, per the preceding narrative, Scheme A focuses the development on Tract 2, while Scheme B uses the entirety of Tract 1. See below for site plans.

Scheme A

Development on Tract 2 Only

Most uses within the development:

- parking
- housing
- retail
- police substation
- public restrooms
- refuse container storage

More retail than Scheme B, retail on both Boyett and Church Streets



Scheme B

Development on Tract 1

Mixed Use Parking “Half” of Scheme B Ground Floor

Large Public Plaza bisects the two projects in an urban form

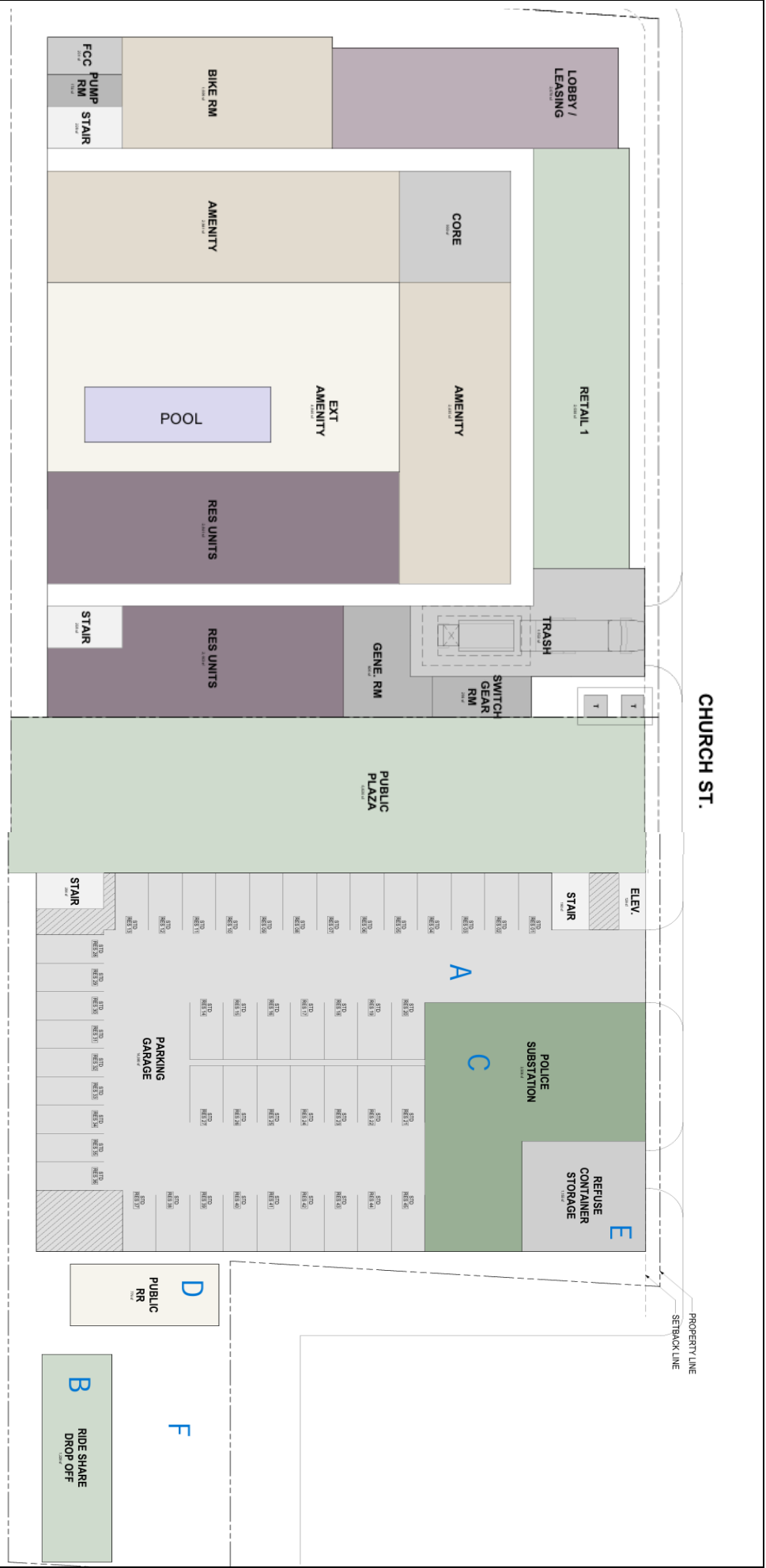
Police and refuse containers in garage

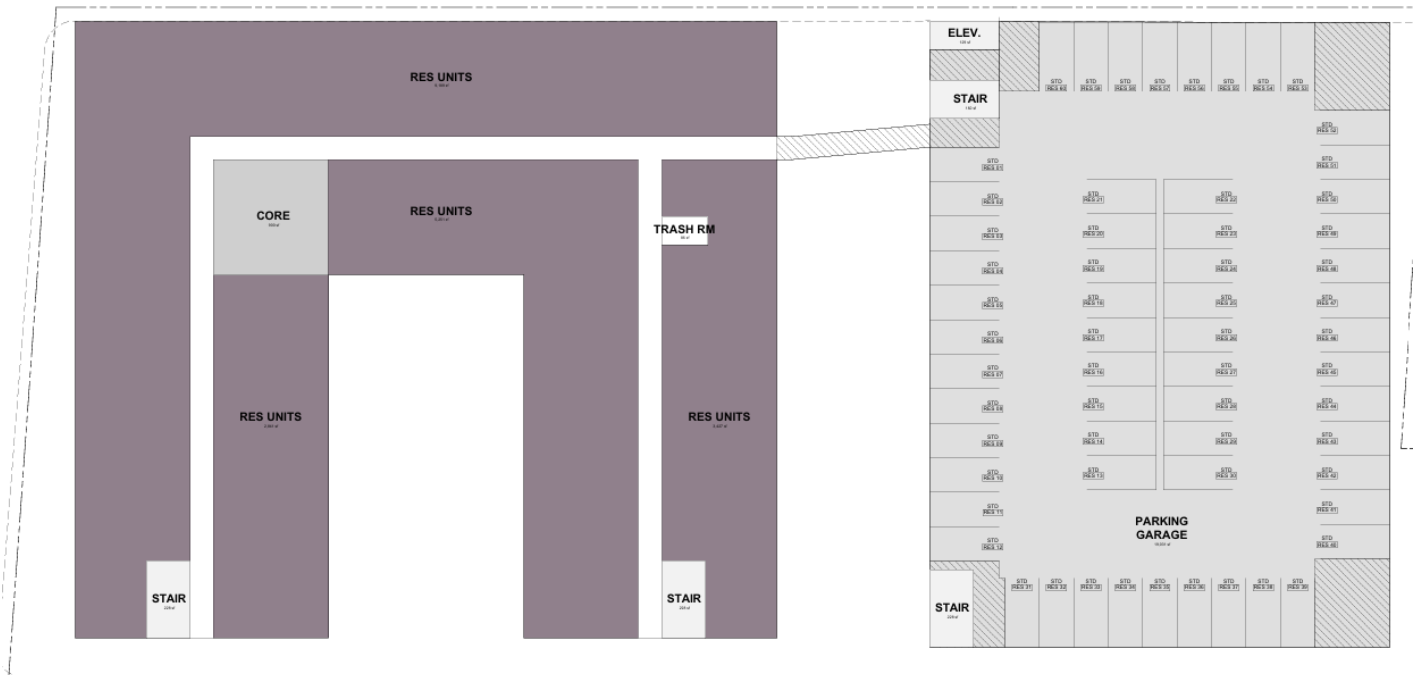
Public restrooms and ride share area are part of a separate public plaza

Skybridge connects upper floor of garage to an upper floor of the housing for residents

Retail and City parking spaces are on lower floors of the parking garage and do not need to connect to the residential building

PATRICIA ST.





Scheme B – Upper residential floors connect to the parking garage via a skybridge

4. Additional Components

As discussed in the project narrative we are currently studying a couple design approaches to the property. Part of our multiple design approach is a thoughtful strategy to provide options and engage the City on what they like and do not like about the various design schemes. We are committed to a collaborative design process with the City, so the City can provide its thoughts on how the Additional Components are situated and function. While we are focused on two site plans, the reality is that with City feedback we might end up with a third hybrid solution. That being said we are pleased to report that our proposed development plans do provide for all the Additional Components the City desires. Below is a list of the desired Additional Components and how each of our two design schemes provide for them.

(As a reminder from the project narrative section, Scheme A focuses the development on Tract 2, while Scheme B uses the entirety of Tract 1.)

Additional Components

1. **A minimum of one hundred (100) parking spaces to be used on an exclusive basis by the City. The City will consider a shared use and revenue agreement for the use of these parking spaces.**

In all scenarios we provide for structured parking on-site. The size of the garage is designed to be sufficient for the needs of the project per the applicable codes and in addition to that parking, we

have added 100 spaces of parking for the exclusive use of the City. We are also open to adding those spaces to our parking management program and a shared revenue agreement with the City.

2. Ride share pick-up and drop-off opportunities to serve the surrounding area.

In all scenarios we provide for a ride share pick and drop off area. See images below for more information.

3. Space for a law enforcement substation that is approximately 3,500 – 5,000 square feet.

In all scenarios we provide space for a law enforcement substation that meets the minimum 3,500 square feet. The amount of space for the law enforcement area can be adjusted to the City's needs, but as currently visioned Scheme A provides for 3,917 SF, and Scheme B provides 3,506. See images below for more information.

4. Public restroom facilities.

In all scenarios we provide the public restrooms. In Scheme A the restrooms are incorporated into the building but accessible from the outside of the building. In Scheme B the public restrooms are a free standing building in the public plaza. See images below for more information.

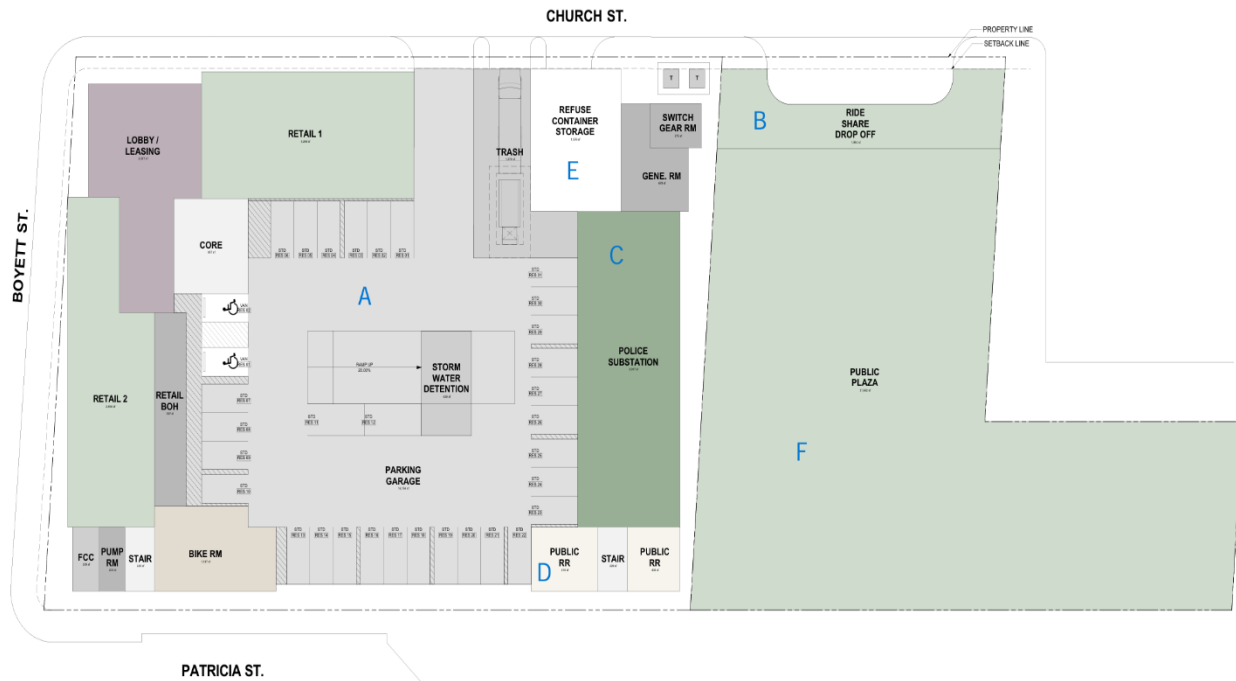
5. Refuse container storage.

All scenarios provide a public refuse container. See images below for location in each scheme.

6. Redevelopment and ongoing operation and maintenance of the remaining Property into a public greenspace, plaza, or courtyard area

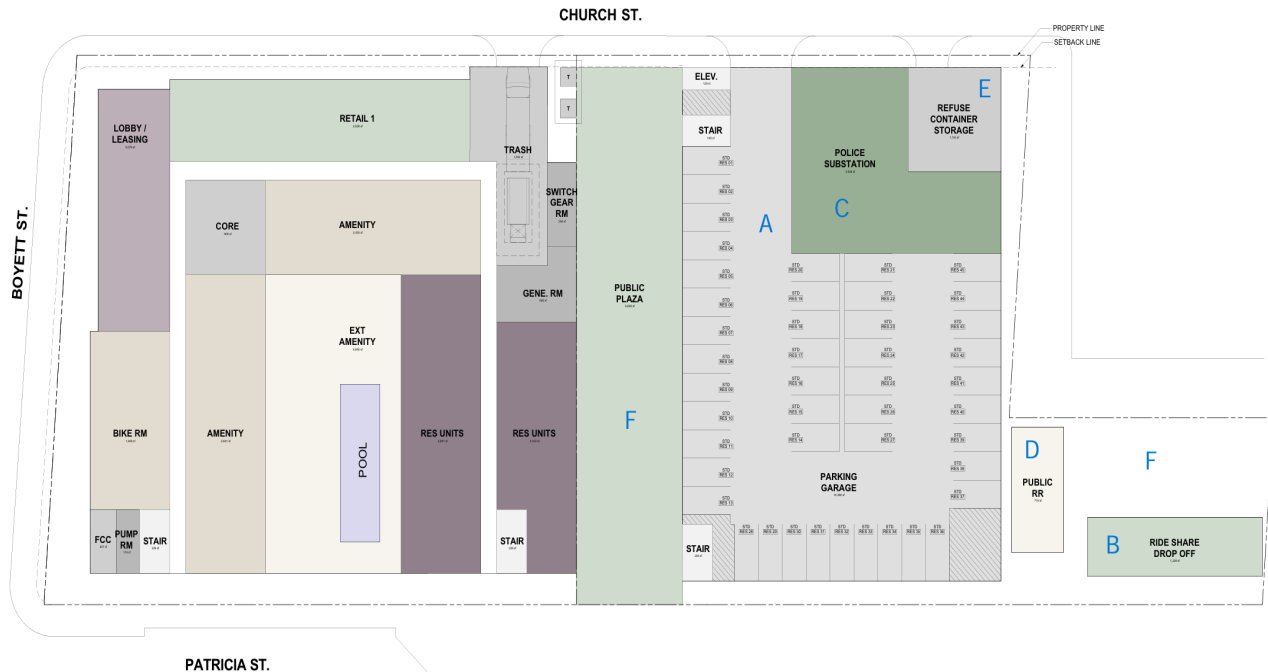
All scenarios provide for public spaces. In Scheme A, all of Tract 3 is retained for use for the public spaces and some of Tract 2 is used for the public spaces such as refuse containers and public restrooms. In Scheme B the public spaces are focused on the middle of Tract 1, thus providing some division between the parking garage and residential/commercial building, and the far corner of Tract 3 for ride share area and public restrooms. See images below for more information.

Scheme A:



- A. 100 City parking spaces on multiple levels of a parking garage
- B. Ride Share area
- C. 3,917 SF Police substation
- D. Public restrooms accessible from the exterior
- E. Refuse containers
- F. Public plaza

Scheme B:



- A. 100 City parking spaces in parking garage adjacent to the mixed-use development

- B. Ride share location near public restrooms and served by Patricia Street
- C. 3,506 SF police substation
- D. Public restrooms in free-standing building near the ride share area
- E. Refuse containers
- F. Two public areas, large area bisecting the mixed-use building and parking garage plus an additional public plaza that incorporates the ride share and public restrooms

Again we are open to site plan revisions and welcome the City's participating in planning the site to optimize the public benefit and functionality of the public spaces.

TAB D – Financials

1. Identification of the proposed purchase price for the Property

We believe our purchase offer represents nearly \$15M in value to the City, in that in addition to the cash purchase price, we are able to deliver the Additional Components desired by the City, at no cost to the City. So in addition to our \$10,510,000 purchase offer for all the tracts, we will be providing as part of the redevelopment and funded from our redevelopment budget: 100 City parking spaces, ride share drop off, pick up area, police substation, public restrooms, refuse container storage, redevelopment of the remainder of tracts into public spaces. In summary our offer:

- Our cash offer of \$10,510,000 exceeds the appraised value of the tracts
- Purchase is not subject to Buyer financing, this is an all-cash offer
- At no additional cost to the City, nor a deduction from the purchase price, we will provide the Additional Components for the City as part of the redevelopment

2. Identification of any incentives sought from the City

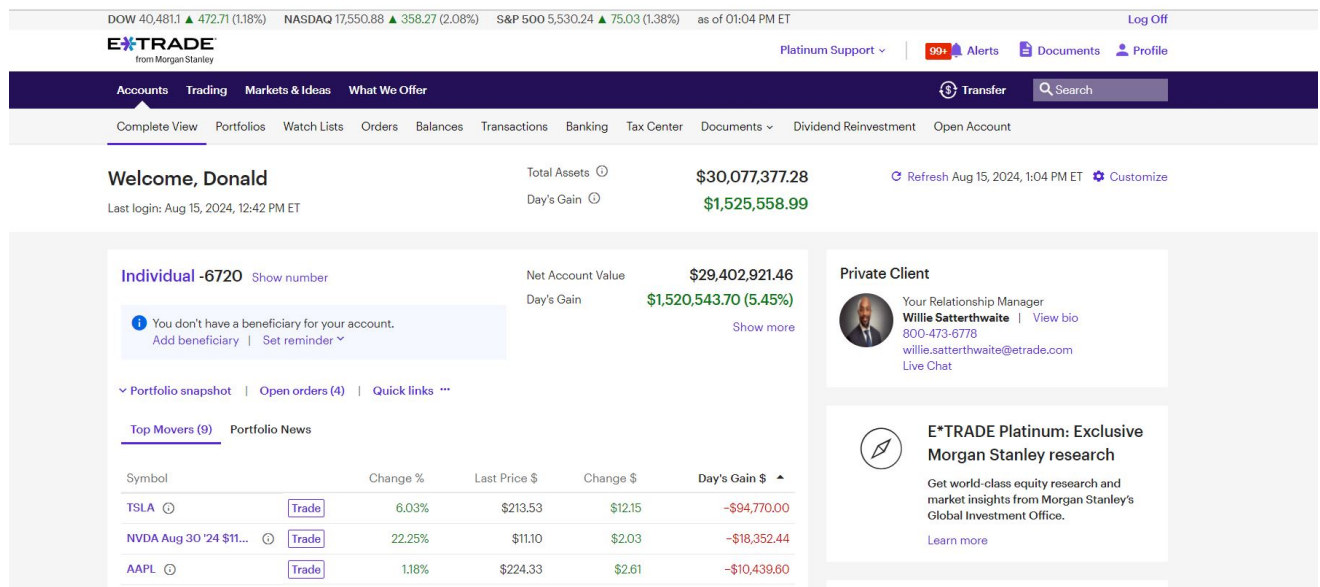
No additional incentives are sought from the City.

3. Explanation of proposed financing sources to complete the purchase and redevelopment of the Property.

We have assembled a highly experienced team that has collectively executed over \$10B in development over the past several years, including projects of this size and larger.

Financing Sources to Complete the Purchase:

We are pleased to propose that our purchase of the land will be 100% with cash, **and not contingent on any financing**. We have inserted below a bank statement showing the source of cash sufficient to fund the purchase offer. The statement demonstrates our liquidity to purchase the land without any need for external financing.



Financing Sources to Redevelop the Property:

Our team has relationships with almost every major equity and debt provider for projects of this type. Of the over \$10B of financed projects over the last several years, about \$4B of those projects has been mixed-use student housing projects. This experience provides you the assurances that we are the most capable team to secure financing to execute the redevelopment and our team's use of personal cash resources from its principals to purchase the land is evidence of our confidence and motivation to secure project financing.

We anticipate funding the redevelopment with a combination of developer equity and debt. We anticipate about 60% of the project will be financed with debt (starting with a construction loan then converting to permanent loan) and 40% developer equity.

Attached are some letters of recommendation from some of our financial partners.

ZIONS FIRST NATIONAL BANK

REAL ESTATE BANKING DEPARTMENT

Timothy P. Raccuia, Vice President
One South Main | Suite 400 | Salt Lake City UT 84133-1109
direct: (801) 844-8151
fax: (801) 524-2187
EMAIL ADDRESS: Timothy.Raccuia@zionsbank.com

August 5, 2024

Re: Woodbury Corporation Reference Letter

To Whom It May Concern:

We are pleased to provide this letter with regard to Zions relationship with Woodbury Corporation and their relationship with our bank.

Zions Bank has enjoyed a favorable relationship with Woodbury Corporation and its principals for over sixty years. The bank has worked with the current principals for the past 30 years. During the last five years, Zions has provided at least twenty-five real estate loans totaling over \$400,000,000 to Woodbury-related entities.

Woodbury has performed as agreed on all obligations. They have demonstrated their ability to successfully complete acquisition and/or development of projects ranging from single tenant retail properties to large complex mixed-use centers. Woodbury also owns and manages over 180 operating properties (with over 210 properties owned), which provides a significant recurring cash flow to the principals.

We also have a significant depository account relationship in accounts owned/managed by Woodbury Corporation, and they also have availability of funds under an open line of credit with Zions Bank. Their average deposits total well over eight figures held in various operating accounts (immediately available to Woodbury Corporation). The line of credit has a \$10 million commitment with all of the committed funds available. The line of credit averages over 350 days per year with a zero balance. All of the above noted funds are liquid and can be drawn at any time with no restrictions.

Zions enjoys this favorable relationship with Woodbury and will continue to finance additional projects as needed. If I can be of further assistance, please give me a call personally at 801-844-8151.

Sincerely,



Timothy P. Raccuia
Vice President
Zions Bank Real Estate Banking Group

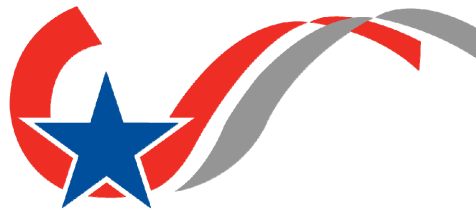
TAB E – References

Below are references for development team members and the relevant projects.

Project and Status	Reference
Trent Thomas has worked with this construction sub-contractor and inspector for Rountree Development	Leaday Construction LLC Construction Inspector 979-324-0330 josephwilljohnson@gmail.com
Christy Everett of Pinnacle worked with Miami Beach to deliver artist/workforce housing in summer 2024	Justin Karr Economic Development Manager, Miami Beach 305-965-3856 justinkarr@miamibeachfl.gov
Pinnacle Development will deliver workforce housing restricted to teachers in 2026	Victor Valdez COO, Pflugerville ISD 512-786-0061 victor.valdez@pfisd.net
Jared Everett of Pinnacle completed housing restricted to faculty, staff, and graduate students in 2023	David Seward CFO, UC Law SF 415-565-4710 sewardd@uclawsf.edu
Jared Everett of Pinnacle worked with the University to deliver faculty and staff housing (Summer 2025)	Michael Shibata Director of Strategic Development and Partnerships, University of Hawaii 808-956-4205 shibatam@hawaii.edu
Woodbury has been an ongoing partner of University of Utah, most recently building their Research Park	John P Creer Chief Real Estate Officer, University of Utah 801.587.8750 john.creer@utah.edu

TAB F – Certification/Addenda

Attached is the completed certification form and acknowledgement of addenda issued.



CITY OF COLLEGE STATION

Home of Texas A&M University®

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

ADDENDUM NO. #1 **RFP NO. #20-073**

Date: July 23, 2024

To: All Interested Parties

From: Brandi Whittenton, Buyer II

Re: **RFP (Bid) 20-073 Real Property Sealed Bids for the Purchase and Redevelopment of a Portion or All of 301 Patricia Street**

The following information related to Request for Proposal No. #24-073 is hereby made a part of the RFP Documents for the above referenced project as fully and as completely as though the same were included therein.

Vendor Question and Answer

1. Could you please provide the survey for both Tract 1 & 2 at 301 Patricia Street. A pdf or dwg file would be acceptable. The file that was included within the RFP was compressed and descaled.

Answer: Parking Exhibit with One Acre lot attached to this addendum.

Please acknowledge receipt of this addendum with signature and date and return with completed proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of this Addendum No. #24-073 is hereby acknowledged



Authorized Signature

08/22/24

Date

Pinnacle Real Estate Development Group, LLC

Company Name



CITY OF COLLEGE STATION

Home of Texas A&M University®

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

ADDENDUM NO. 2 **RFP NO. 20-073**

Date: 8/13/2024

To: All Interested Parties

From: Alan Degelman, Buyer II

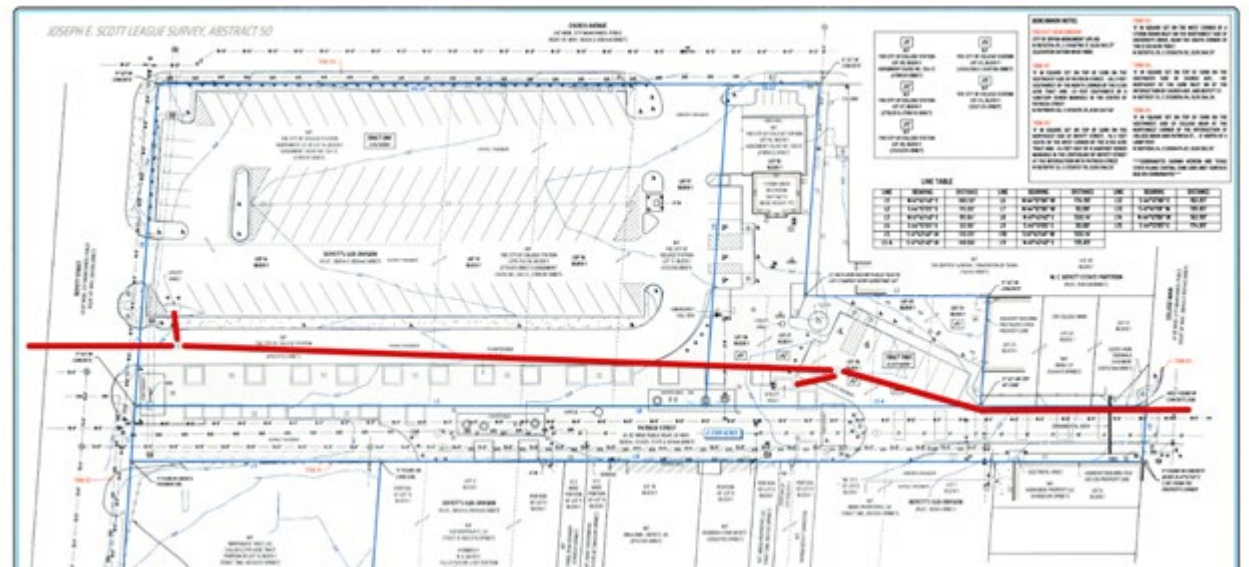
Re: **RFP (Bid) 20-073 Real Property Sealed Bids for the Purchase and
Redevelopment of a Portion or All of 301 Patricia Street**

The following information related to Request for Proposal No. 24-073 is hereby made a part of the RFP Documents for the above referenced project as fully and as completely as though the same were included therein.

Vendor Question and Answer

1. **Question:** *Will the City please advised what planned utility easements will be required of this developer to dedicate with the redevelopment?*
Answer: Unless rerouted off of the Property, utility easements would be needed for all utilities located on the Property that are servicing other properties, including the Remaining Property, if not part of the proposed development. Additional easements may be needed for the specific development that is proposed, however, those would not be known until the development is proposed.
2. **Question:** *Can the City provide the location of the electrical underground transmission line that will be required to be rerouted for the project? It does NOT appear to be shown on the survey that you provided. Can it even be rerouted on adjacent streets outside of this area? If it is possible to re-route, pls provide approximate pricing/budgeting for this.*

Answer: The approximate location of the existing distribution line (not transmission line) is indicated on the map below.



Rerouting is possible but no official plans or costs have been determined as it would be development specific. All activities and costs to reroute the distribution line would be the responsibility of the respondent.

- 3. Question:** A retail component is required in NG-1. Can / Will the Police Substation count as the retail tenant?

Answer: A retail component is not required in NG-1.

Per Section 5.8.B.2.a.1 – Buildings with frontage on Church Avenue, University Drive, College Main, Boyett Street from University Drive to Church Avenue, and Nagle Street from University Drive to Church Avenue shall not have parking, fraternal lodge, or residential uses on the ground floor. These uses shall be allowed on the ground floor if they are completely located behind a commercial use that meets all other requirements of this UDO. The police substation is considered a government facility and would be allowed on the ground floor.

Please acknowledge receipt of this addendum with signature and date and return with completed proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of this Addendum No. 2 for 24-073 is hereby acknowledged


Authorized Signature

08/22/24

Date

Pinnacle Real Estate Development Group, LLC

Company Name

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this Real Estate 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 before the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Real Estate Contract, unless an alternative contract is negotiated.

Signed By: Christy Everett Title: Principal, Pinnacle
Typed Name: Christy Everett Company Name: Pinnacle Real Estate Development
Phone No.: 901-359-9683 Fax No.: _____
Email: christy@pinnacledevgroup.com
Bid Address: 5706 E Mockingbird Ln. #115-135, Dallas TX 75206
P.O. Box or Street City State Zip
Order Address: _____
P.O. Box or Street City State Zip
Remit Address: _____
P.O. Box or Street City State Zip
Federal Tax ID No.: 84-4557511
DUNS No.: N/A
Date: 8/22/24

END OF BID # 24-073

February 13, 2025
Item No. 7.7.
Utility Lien Ordinance

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance providing for the imposition of a lien against an owner's property for delinquent municipal utility service bills, pursuant to Texas Local Government Code Sec. 552.0025(d).

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Sustainable City

Recommendation(s): Staff recommends approval of the Ordinance.

Summary: Through the use of utility account deposits, collection procedures, and utility disconnects, on time payment compliance for City utility bills remains high. Despite this successes, a small segment of the City's utility customer base remain significantly delinquent with payments past due.

Large unpaid debts incurred at properties that are receiving utility services at an address other than their primary residence is a drain on City resources. These account types include commercial and residential properties that do not qualify as homestead real property. The assessment of utility deposits does not fully insulate the City from the risks presented by non-homestead utility debts.

According to Texas law, a municipality may, by ordinance, impose a lien against a non-homestead property in order to collect on the property's delinquent utility bills. Liens may be imposed under the condition that the property is non-homestead, for utility service that is not connected in a tenant's name, and the debt was incurred after the effective date of the City's ordinance.

It is the intent of this ordinance to reduce the impact of larger debts on City resources. It is important to note that properties owned by commercial entities will be the primary properties affected. Utility liens are generally not applicable to utility customers that own (homestead property status) or lease a property as their primary residence.

Budget & Financial Summary: This change will not impact the FY25 Budget.

Attachments:

1. College Station Delinquent Utility Lien Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING FOR THE IMPOSITION OF A LIEN AGAINST AN OWNER'S PROPERTY FOR DELINQUENT UTILITY BILLS FOR MUNICIPAL UTILITY SERVICE TO THE PROPERTY PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §552.0025(D), AS AMENDED; PROVIDING FOR THE COLLECTION OF INTEREST, FEES, AND COLLECTION COSTS, PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, Texas Local Government Code §552.0025(d), as amended, authorizes the City of College Station, a Texas municipality to impose a lien against an owner's property for delinquent municipal utility bills provided (1) the property is not a homestead property as protected by the Texas Constitution, (2) the proposed liens are not imposed on delinquent utilities that are in the tenant's name, (3) the tenant has incurred the delinquency, and (4) the property owner has provided notice to the City of College Station that the property is a rental property; and

WHEREAS, the City of College Station has determined that it is in the public interest to ensure the payment of delinquent utility bills; and

WHEREAS, the City of College Station, pursuant Texas Local Government Code §552.0025(d), from the date of the passage of this ordinance forward, may impose a lien on the real property of delinquent municipal utility service account holders, thus ensuring payment; and

WHEREAS, the City of College Station deems it in the public interest to pass this ordinance authorizing the imposition of liens against an owner's property for delinquent municipal utility service bills subject to the restrictions found in Texas Local Government Code §§552.0025(e)-(f); now therefore,

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

PART 1: FINDINGS. The foregoing recitals are found to be true and correct and are adopted by the City of College Station and made a part of this ordinance for all purposes and as findings of fact.

PART 2: CODE OF ORDINANCES. That Chapter 40, "Utilities", of the Code of Ordinances of the City of College Station, Texas, be amended to add a new Section 40-16 – "Lien for Delinquent Municipal Utility Bill" as set out in **Exhibit "A"** attached hereto and made part of this ordinance for all practical purposes.

PART 3: PENALTIES, INTEREST AND COLLECTION COSTS. In accordance with Texas Local Government Code §552.0025(g), upon perfection of the lien by filing in the real property records of the county where the property is located, the delinquent bills subject to said property liens shall include penalties imposed by the City of College Station, interest at an annual rate of ten percent (10%) per year from

the perfection date of the filing of the lien, and a collection cost of \$100.00 per utility account.

PART 4: LIEN PRIORITY. In accordance with Texas Local Government Code §552.0025(h) the liens that are the subject of this ordinance shall be inferior to a bona fide mortgage lien that is recorded before the recording of the City's lien in the real property records of the county where the property is located. The City's liens are superior to all other liens, including previously recorded judgment liens and any liens recorded after the City's lien.

PART 5: SUIT TO FORECLOSE. The City Attorney, at the request of the City Manager, may file suit to judicially foreclose the lien in a state court of competent jurisdiction. The suit may not be filed earlier than sixty (60) days after the perfection date of the lien being filed.

PART 6: OPEN MEETINGS. It is found and determined that the meetings at which this ordinance is considered are open to the public and that notice of the time, place and purpose thereof was given in accordance with the provisions of the Texas Government Code, Chapter 551, as amended, and that a quorum of the City Council was present.

PART 7: SEVERABILITY. That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

PART 8: EFFECTIVE DATE. That this Ordinance shall take effect immediately from and after its passage.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 40, “Utilities” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding a new Section 40-16 “Lien for Delinquent Municipal Utility Bill”, as set out hereafter to read as follows, in all other respects said Code of Ordinances and Chapter to remain in full force and effect.

Section 40-16. – Lien for Delinquent Municipal Utility Bill.**(a) Delinquent Municipal Utility Bill.**

- (1) Pursuant to Texas Local Government Code §522.0025 and this ordinance, when delinquent charges imposed by the City of College Station (“City”) and the Code of Ordinances of the City of College Station, Texas for municipal utility service remain unpaid, the City Manager, or their designee, may impose a lien against the real property to which such utility service was delivered.
- (2) The City Manager, or their designee, shall perfect the lien by filing a notice of lien, signed by the Mayor of the City of College Station, in the real property records of the county where the property/tract is located.
- (3) The notice of lien shall contain:
 - i. a legal description of the property/tract and physical address (if ascertainable),
 - ii. the utility’s account number for the delinquent charges,
 - iii. the amount of the balance due,
 - iv. penalties imposed by the City,
 - v. interest at an annual rate of ten percent (10%) per year from the perfection date of the filing of the lien, and
 - vi. collection costs of \$100 per utility account.

(b) Lien Inapplicability.

- (1) The lien authorized in this section shall not apply to utility bills for utility service connected in a tenant’s name after written notice by the property owner to the City that the property is a rental property.
- (2) The lien authorized by this section shall not apply to homestead property as protected by the Texas Constitution.
- (3) The City’s lien is inferior to a bona fide mortgage lien that is recorded before the recording of the City’s lien in the real property records of the county where the property is located.

- (c) **Lien Superior to All Other Liens.** The City's lien is superior to all other liens, including previously recorded judgment liens and any liens recorded after the City's lien.
- (d) **Suit to Foreclose.** The City Attorney, at the request of the City Manager, may file suit to judicially foreclose the lien in a state court of competent jurisdiction. The suit may not be filed earlier than sixty (60) days after the perfection date of the lien being filed.
- (e) **Release of Lien.** Upon certification by the Director of Fiscal Services or their designee, that all delinquent charges, the balance due, penalties, interest, and collection charges which existed against the property have been fully paid, the City Manager is authorized to execute a release of the lien. The release shall be prepared and approved as to form by the City Attorney and shall be duly acknowledged. After execution, the City must timely file the release in the deed or lien records of the county in which the property is located.

February 13, 2025
Item No. 8.1.
Purchasing Local Preference Regulations

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding basic public purchasing policies, procedures and statutes.

Relationship to Strategic Goals:

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

Summary: At the request of Council, this presentation will focus on the City's statutory requirements and policies and procedures for the expenditure of public funds with a local preference.

Budget & Financial Summary: None

Attachments:

None

February 13, 2025

Item No. 8.2.

Update from the College Station Police Department

Sponsor: Billy Couch

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Good Governance

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

Summary: Update on calendar year 2024 operations and activities for the College Station Police Department.

Budget & Financial Summary: None.

Attachments:

None

February 13, 2025
Item No. 8.3.
Update from the College Station Fire Department

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

1. Good Governance

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

Summary: Update on calendar year 2024 operations and activities for the College Station Fire Department.

Budget & Financial Summary: None

Attachments:

1. Council Presentation 2-13-25



College Station Fire Department Annual Council Update

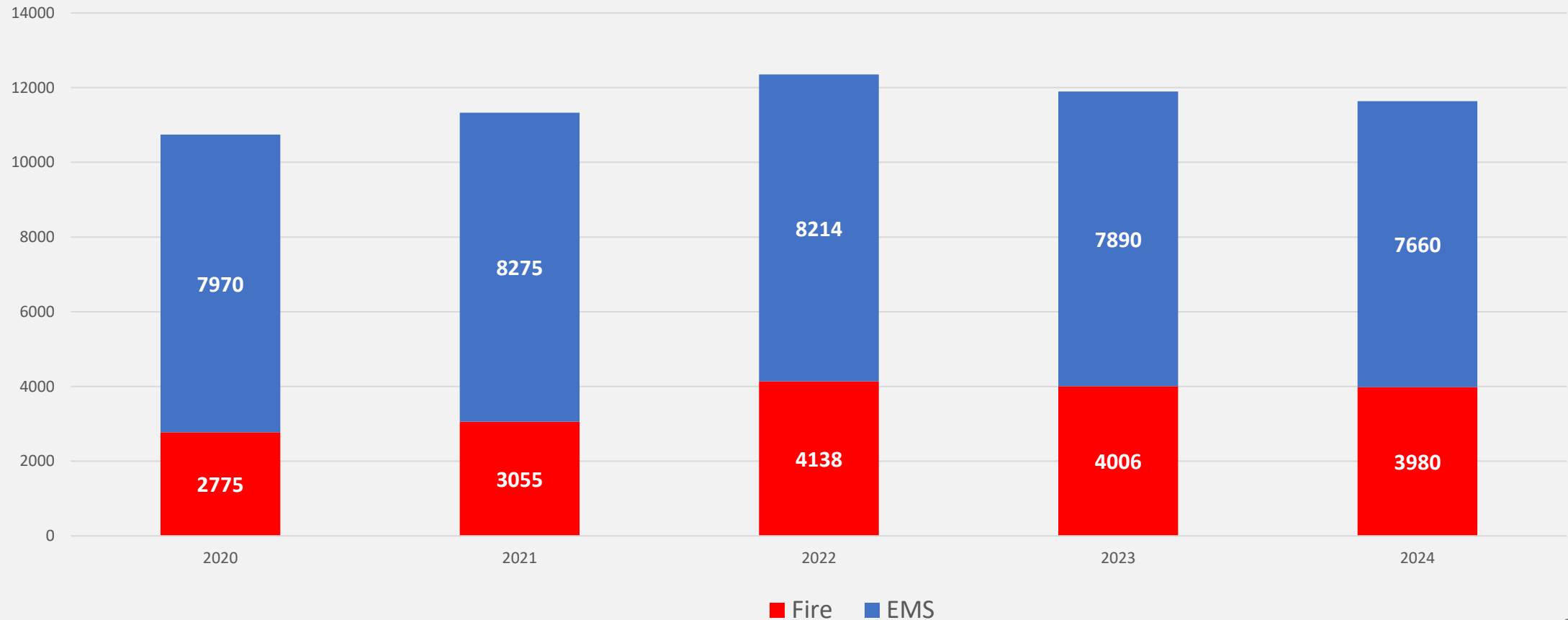
City Council Workshop

February 13, 2025

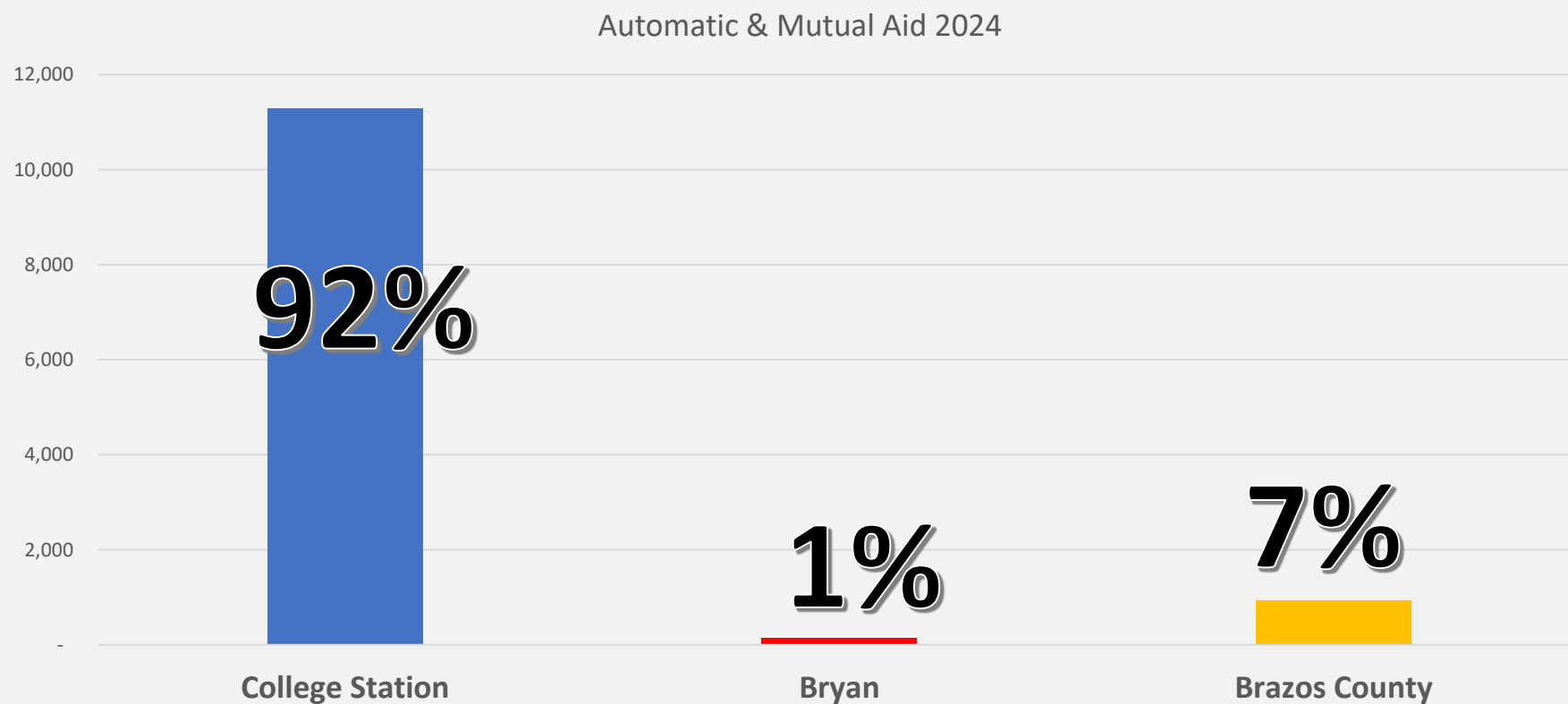
Fire Chief Richard Mann



Call Volume Trends

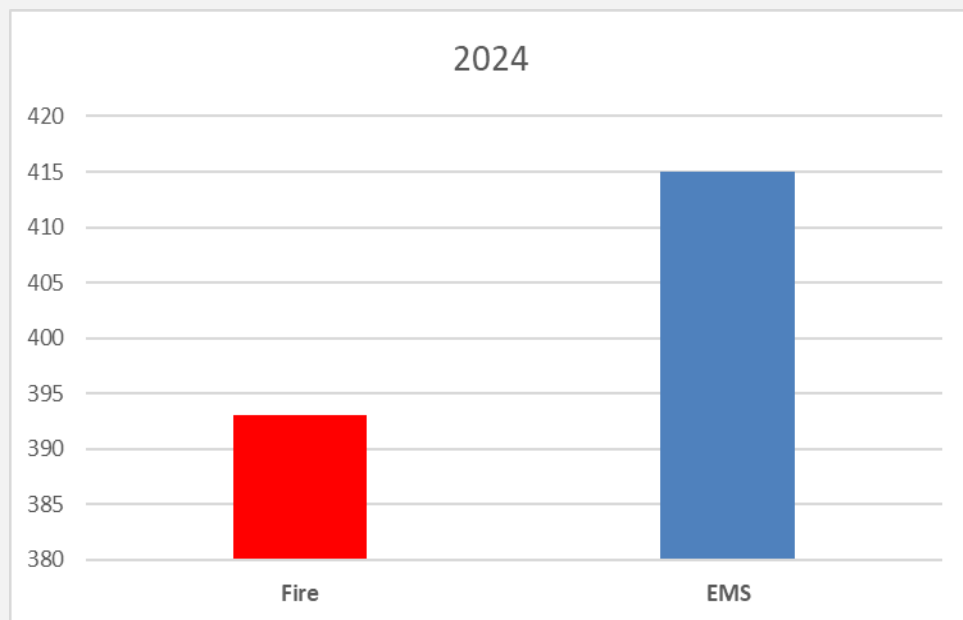


Areas of Service Delivery



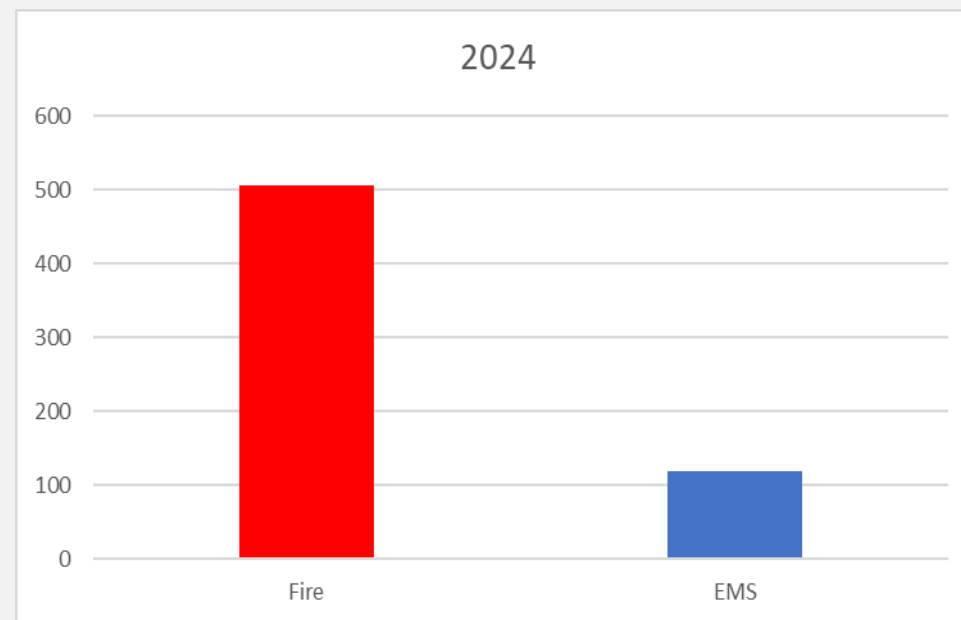
Special Interest Areas

Northgate Call Volume



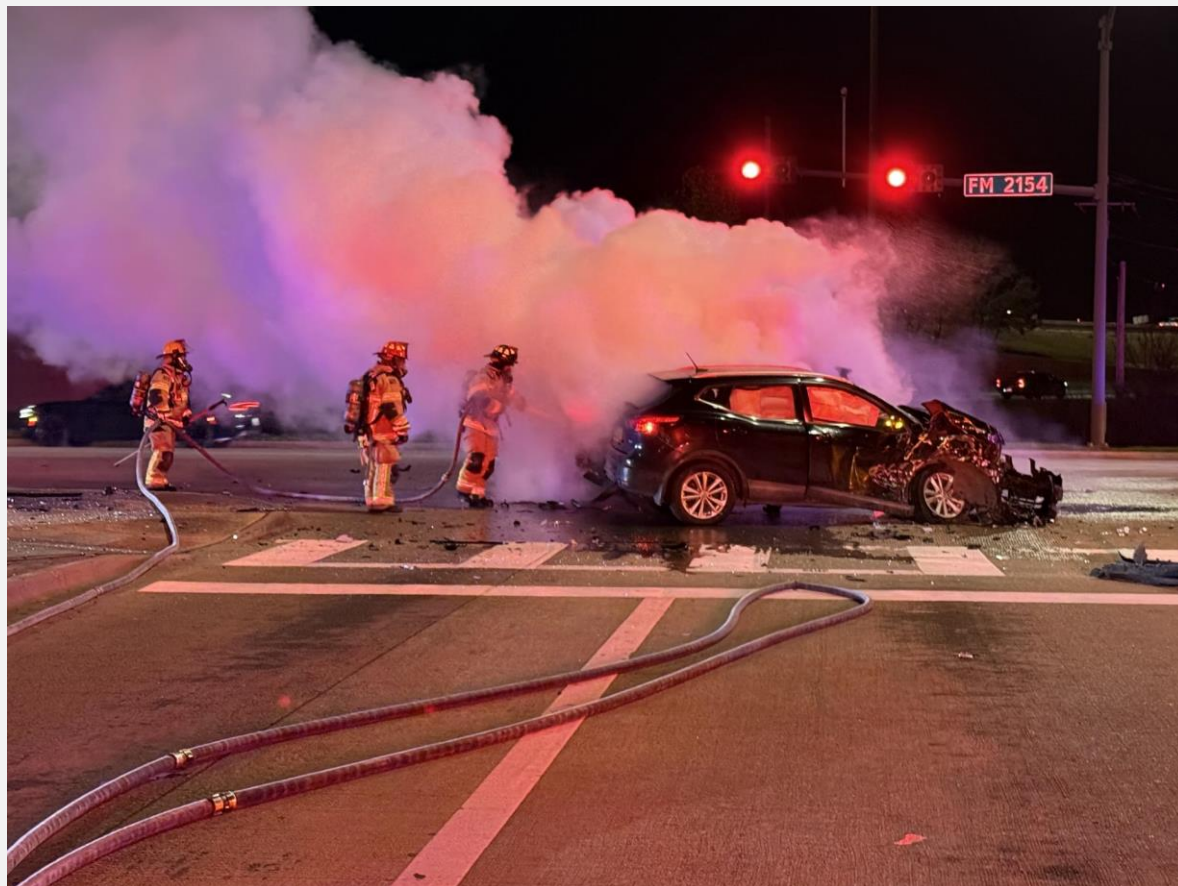
808 Incidents

Texas A&M Call Volume

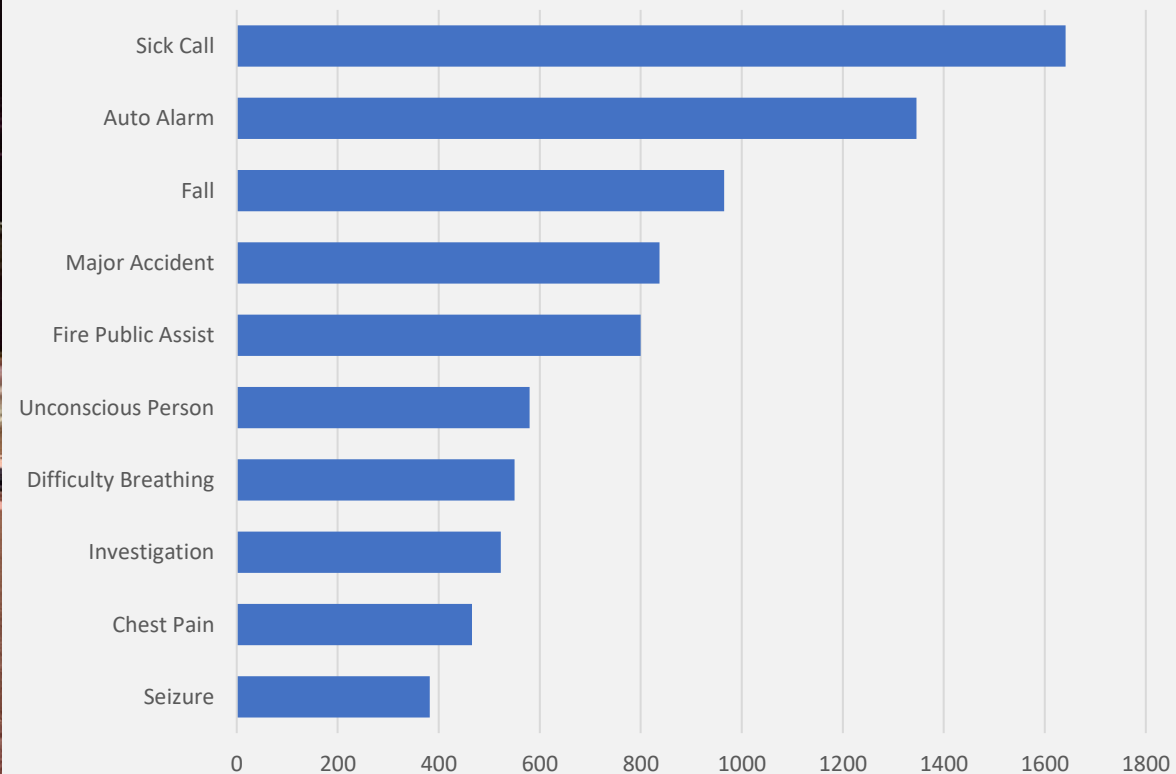


625 Incidents

Most Common Call Types



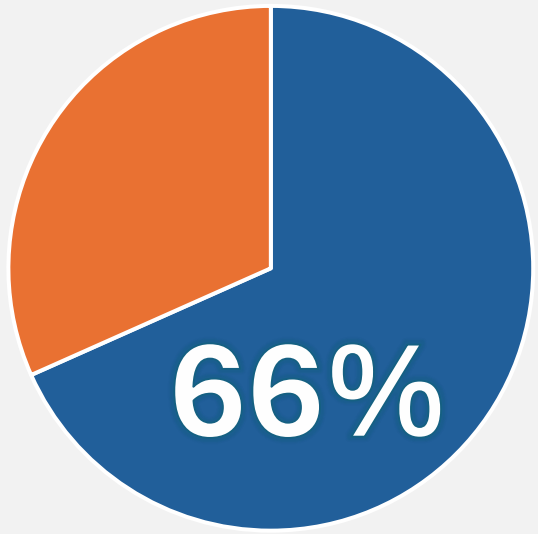
Top Ten Call Types 2024



Treatment & Transport

2024 Ambulance Transports

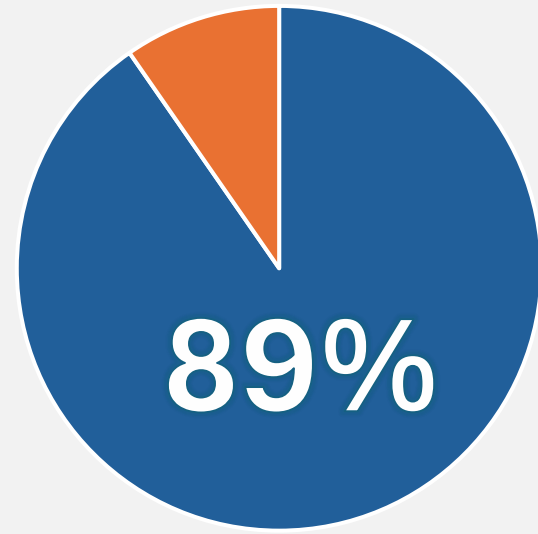
2024 Transport vs. No Transport



■ Patients Transported ■ No Transport

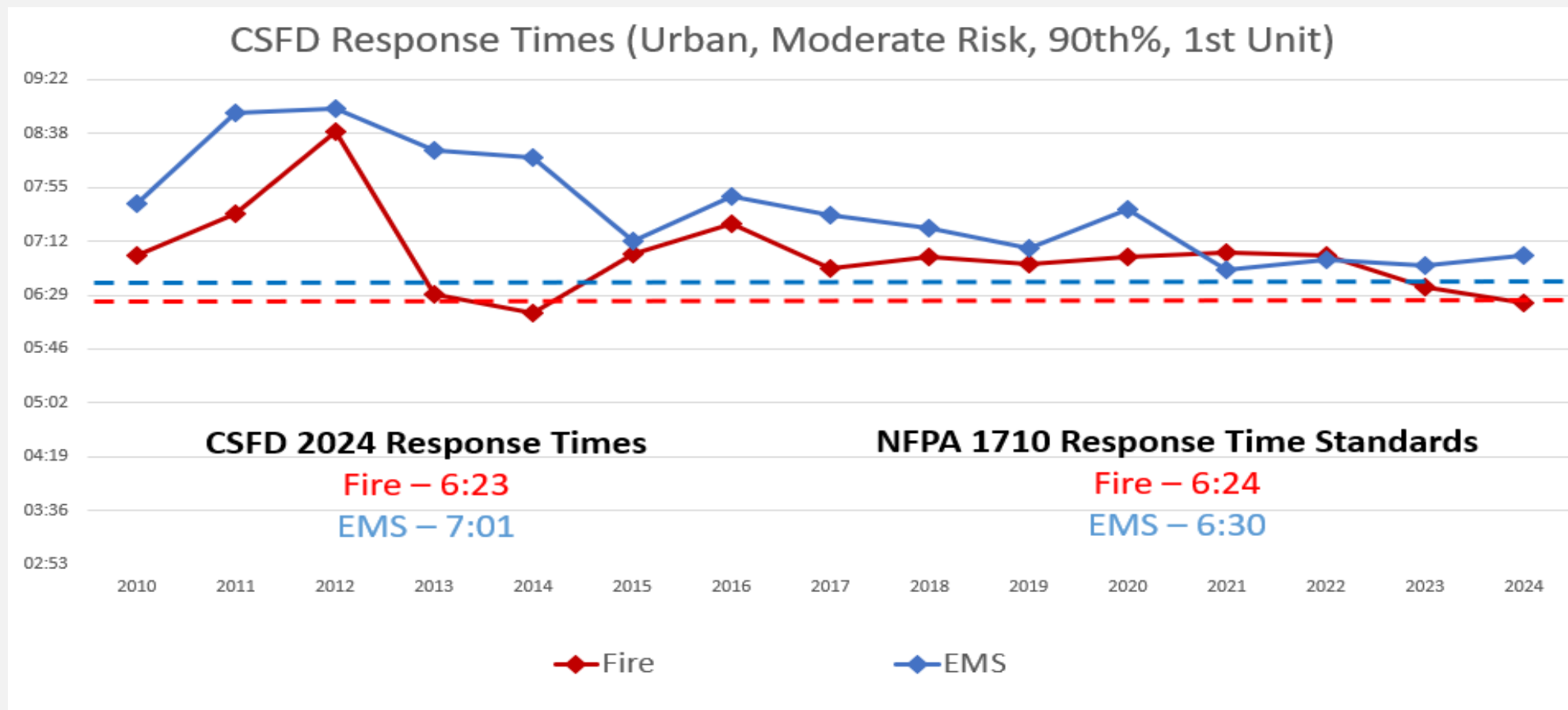
ALS vs BLS Care During Transport

2024 ALS Care vs. BLS Care During Transport

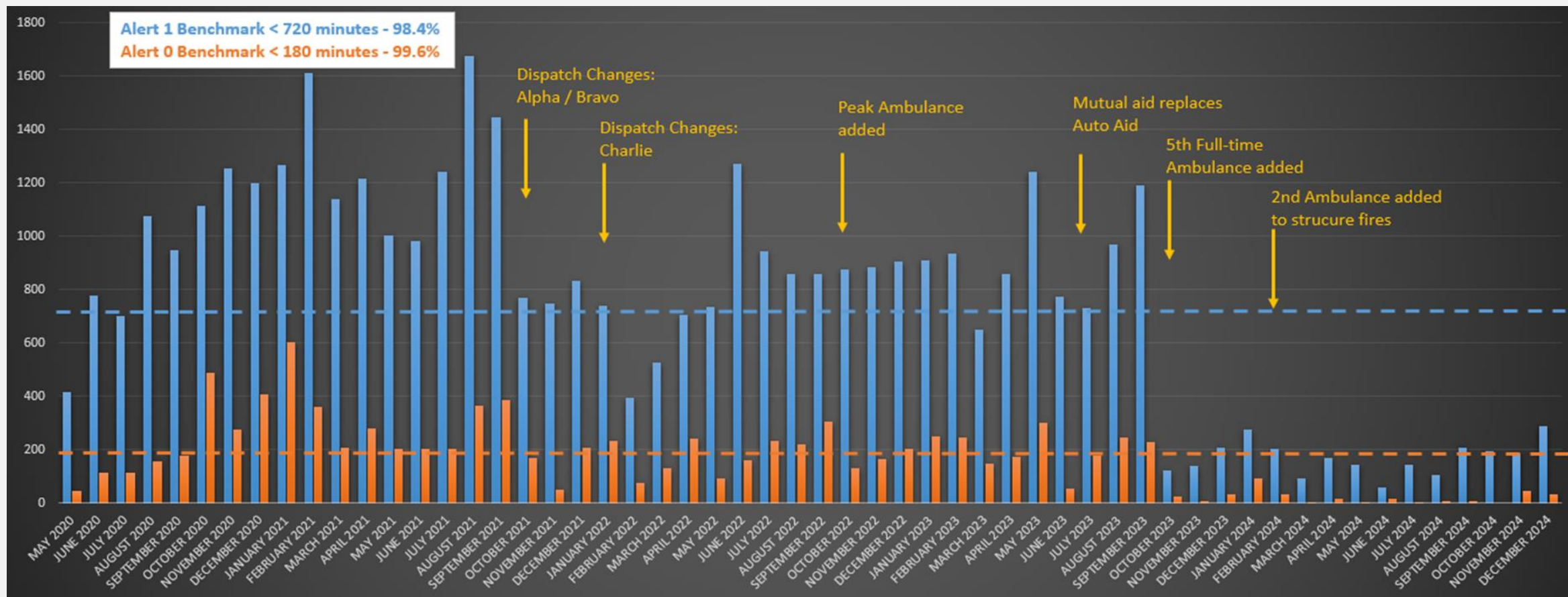


■ ALS Care ■ BLS Care

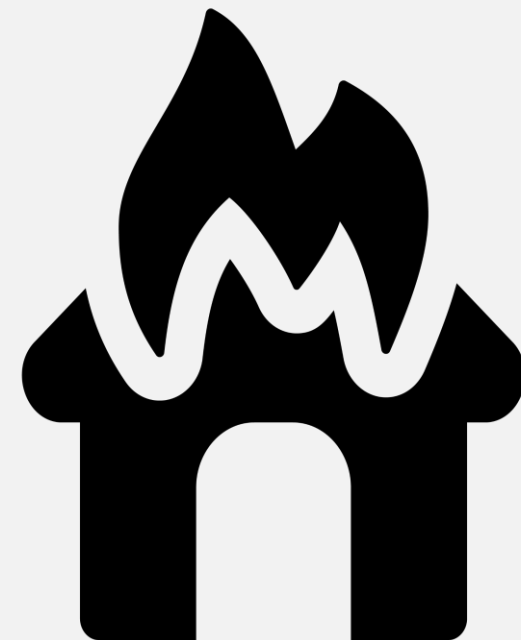
Response Time Trends



Ambulance Capacity

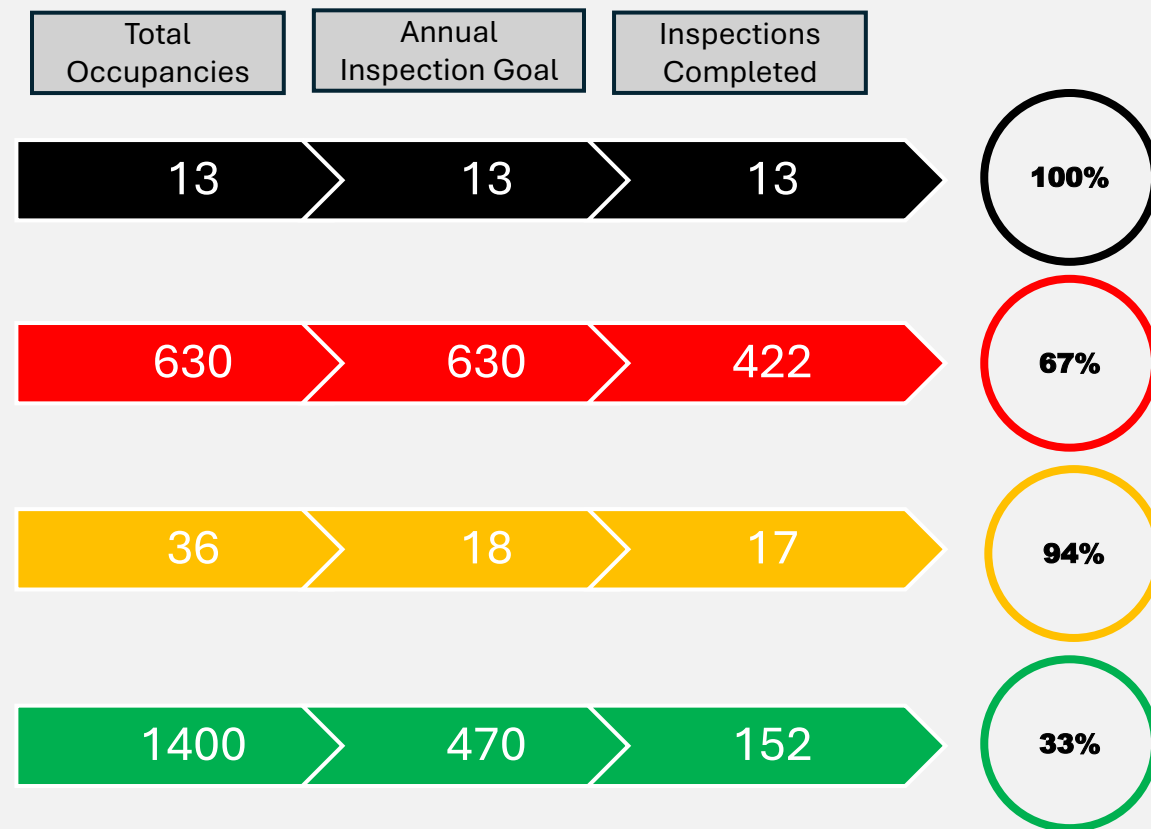


New Response Model



Fire Prevention Occupancy Inspections

- **Critical Infrastructure** – annually - community critical systems & networks
-Water treatment, power facilities
- **High-risk** – annually - high potential for life loss or significant economic impact
-Mult-family, high-rise, child care, big box mercantile, schools
- **Moderate Risk** – biennial - moderate risk of life loss or economic impact
-Ambulatory health care, light industrial
- **Low Risk** – Triennial - low risk of life loss or economic impact
-Business offices, Storage



Community Outreach

20,231

- Community Contact Interactions

213

- Community Events

350

- Citizens Trained in CPR

837

- Citizens Trained in Stop-the-Bleed

50

- Residences equipped with Smoke Alarms



New Shift Schedule

48/96

- Alternative 56-hour workweek schedule
- Widespread growth among mid-size departments
- Implemented 11/4/24
- Very positive response
- Closely monitoring data

Fire Station 7

Located at 2981 Greens Prairie

Design & Development 95% complete

April 2025 Ground-breaking

Engine Ordered October 2023

- Delivery July 2026

Phase I Staffing

- 12 members (SAFER Grant)
- Hiring in progress, March 31 start

Phase II Staffing

- SAFER Grant application due ____
- Expect September 2025 announcement
- March 2026 hire

Paramedic Training

- 7 members currently in TEEX paramedic program

Estimated Station completion & opening
Fall 2026



Fleet

Production times

- Engines – 52 months
- Ladders – 48 months
- Ambulances – 30 months

Engines

- Received (1) in April 2024
- (5) on order
 - (2) in June 2025
 - (1) in July 2026
 - (2) in May 2029

Ladder

- (1) ordered, November 2028 delivery

Ambulances

- Received (4) in 2024
- All front-line fleet replaced with 4x4



Additional Revenue Opportunities

- Improved our EMS record QA/QI process resulting in 20% increase EMS cash per transport collections
- Secured \$110,000 in EMS Education funding through Senate Bill 8 allocation to the Regional Advisory Councils (BVRAC)
- SAFER Award - \$3,874,618 for Phase I Staffing for Station 7
- AFG Award - \$223,940 for Active Attack Training
- TDEM Homeland Security Award - \$97,135 for Active Attack Training Equipment & Instructor Training
- AFG FP&S Award - \$32,533 for Fire Extinguisher Trainer & Stop-the-Bleed kits

February 13, 2025
Item No. 8.4.
Multi-family property issues

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on code compliance and utility issues in aging multifamily properties.

Relationship to Strategic Goals:

Recommendation(s): Staff recommends that City Council receive the presentation and provide comments and feedback.

Summary: Staff will present information regarding issues identified and reported with aging multi-family properties.

Budget & Financial Summary: N/A

Attachments:

None

February 13, 2025
Item No. 9.1.
Mixed Use - 2950 Rock Prairie Road West

Sponsor: Jeff Howell, Senior Planner

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 R Rural to MU Mixed-Use for approximately 12.43 acres at 2950 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Old Wellborn Road.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): This item was heard at the January 16th Planning and Zoning Commission meeting where the Commission voted 6-0 to recommend approval with the condition that the construction, installation and acceptance of approximately 506 ft portion of sewer line (from manhole numbers O38B2M007 to O38B2M006) on Old Wellborn Rd be improved within 24 months of the signed ordinance for the zoning to take effect. This line must be approved by the City of College Station Water Services Department and Planning and Development Services Department, and in compliance with the B/CS Design Guidelines.

Summary: This request is to rezone approximately 12.43 acres of land generally located west of the intersection of Rock Prairie Road West and Old Wellborn Road from R Rural to MU Mixed-Use. The tract proposed to be rezoned consists of an un-platted property with existing single-family attached units (duplexes), while a majority remains vacant. The property was originally zoned R Rural upon annexation to the City in 2002. This zoning request is in effort to provide additional development to this area. The applicant is requesting the zoning district change to allow for uses permitted under the MU Mixed-Use zoning which would not be permitted on properties zoned R Rural. No specific uses are proposed at this time but will be provided at the time of site plan.

REZONING REVIEW CRITERIA

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

The subject property is designated on the Comprehensive Plan Future Land Use & Character Map as General Commercial. For the General Commercial land use, the Comprehensive Plan provides the following:

Areas of commercial activities that cater both to nearby residents and to the larger community or region. These areas tend to be large and located along regionally significant roads. Due to their context, these areas tend to prioritize automobile mobility.

The intent of the district is to:

- *Accommodate a wide range of commercial uses*
- *Support multi-family residential as secondary uses on a site*
- *Concentrate future commercial development at major intersections*
- *Encourage transitions in building height and mass when adjacent to residential neighborhoods*

The zoning districts that are generally appropriate within this land use include: General commercial, office, and mixed-use zoning.

The purpose of the MU Mixed-Use zoning district is for areas having the most intense level of development and consists of residential, commercial, and office uses in mixed-use structures. The MU Mixed-Use zoning district also includes additional supplemental standards to assist in compatibility to the surrounding area.

The proposed rezoning is in line with the Comprehensive Plan as the request is for MU Mixed-Use zoning and will be providing a development with permitted uses allowed by the zoning district.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject property is adjacent to medium density residential development with attached single-family dwellings to the north, as well as to the west. The properties to east are detached single-family and commercial however these are located across Wellborn Road and the UP railroad tracks. To the south is land currently vacant and a veterinary clinic on the other side of Rock Prairie Road West. The proposed MU Mixed-Use zoning district acts as a transition for the residential uses between Rock Prairie Road West, which is a future 4-Lane Major Arterial. Uses allowed within this district consists of residential, commercial, and office uses in mixed-use structures. While residential uses are allowed within the existing zoning, the applicant has indicated that uses allowed under MU have been needed for this area for a long time.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject property is suitable for a mix of uses allowed within the proposed zoning district. The site has adequate space to meet the minimal dimensional standards for the zoning district. Due to its location adjacent to a major roadway and proximity to the residential neighborhood and commercial development it is also suitable for the proposed zoning district.

4. Whether there are available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water and wastewater infrastructure is not adequate to support the needs of this development. As indicated by the Water Services Department, approximately 506' of 12" sewer line requires upsizing to service the property. Therefore, a condition is proposed for the construction and installation of approximately 506 ft portion of sewer line (from manhole numbers O38B2M007 to O38B2M006) on Old Wellborn Rd which must be improved in order to support this development and for the zoning to take effect. Drainage and any other infrastructure required with the site redevelopment shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property fronts Rock Prairie Road West, which is classified as a major arterial. The proposed use is expected to generate more than 150 trips in any peak hour; therefore, a TIA was required. As a result of the TIA, it was indicated that mitigation was not required. For the purposes of the TIA, only multi-family uses were evaluated as the most intense use.

5. The marketability of the property:

The uses allowed by the proposed zoning district are generally marketable for the area. The applicant states that the property is not marketability for the current zoning, R Rural.

Budget & Financial Summary: N/A

Attachments:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO MU MIXED-USE AFFECTING APPROXIMATELY 12.43 ACRES AT 2950 ROCK PRAIRIE ROAD WEST, GENERALLY LOCATED WEST OF THE INTERSECTION OF ROCK PRAIRIE ROAD WEST AND OLD WELLBORN ROAD AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B” and Exhibit “C”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R Rural to MU Mixed-Use:

BEING 12.435 ACRES OF LAND SITUATED IN THE CRAWFORD BURNETT LEAGUE, A-7, BRAZOS COUNTY, TEXAS AND BEING A CALLED 12.432 ACRE TRACT DESCRIBED IN VOLUME 19296, PAGE 74 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (O.P.R.B.C.T.); SAID 12.435 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED WITH ALL BEARINGS, DISTANCES, AND AREAS BEING REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, GRID VALUES AS FOLLOWS:

BEGINNING at a 1/2-inch diameter iron rod with cap found for the east corner of Lot 27, Block 36 of The Barracks II Subdivision, Phase 400, a subdivision of record as recorded in Volume 13225, Page 186, O.P.R.B.C.T. and being in the south margin of Old Wellborn Road, and for the north corner and **POINT OF BEGINNING** of the herein described tract, from which a 2-inch in width “X” cut in the concrete found in the south margin of said Old Wellborn Road bears North 47°03’56” West, 400.96 feet;

THENCE South 46°52’45” East, 1067.38 feet with the south margin of said Old Wellborn Road to a 1/2-inch diameter iron rod with cap found in the west right-of-way of Rock Prairie Road (aka Gandy Road described in Volume 352,, Page 555 of the Deed Records of Brazos County, Texas [D.R.B.C.T.]) for the east corner of the herein described tract;

THENCE South 42°17’18” West, 502.46 feet with the said west right-of-way of Rock Prairie Road to a 1/2-inch diameter iron rod with cap inscribed “BASELINE” found for the east corner of The Barracks Subdivision, Phase One a subdivision of record as recorded in Volume 8935, Page 70, P.R.B.C.T. and for the south corner of the herein described tract;

THENCE North 47°40’47” West with the north line of said The Barracks Subdivision, Phase One, passing at 880.03 feet a 1/2-inch diameter iron rod with cap inscribed “KERR 4502” found for the north corner of Common Area No.1, continuing with the north line of said The Barracks Subdivision, Phase One and the north line of the Amending Plat of The Barracks Subdivision, Phase Two, a subdivision of record as recorded in Volume 9694, Page 220, O.P.R.B.C.T., passing at 944.03 feet a 1/2-inch diameter iron rod with cap inscribed “KERR 4502” found for the east corner of Lot 33A, Block 2 of said Amending Plat of The Barracks Subdivision, Phase Two, and continuing for a total distance of 1057.35 feet to a 1/2-inch diameter iron rod with cap inscribed “BASELINE” found for the north corner of said Lot 33A, Block 2 and for the east corner of Lot 3, Block 26 of The Barracks II Subdivision, Phase 102 a subdivision of record as recorded in Volume 11646, Page 167, O.P.R.B.C.T., and for the west corner of the herein described tract, from which a 1/2-inch iron rod found bears South 42°40’39” West 1.52 feet;

THENCE North 41°11’25” East with the east line of the aforementioned The Barracks II Subdivision, Phase 400, passing at 22.32 feet a 1/2-inch diameter iron rod with cap inscribed “KERR 4502” found for the south corner of Lot 1, Block 36, passing at 182.63 feet a 1/2-inch diameter iron rod with cap inscribed “KERR 4502” found for the east corner of said Lot 1, Block 36 and the south corner of Lot 26, Block 36 in said The Barracks II Subdivision, Phase 400, passing at 332.71 feet a 1/2-inch iron rod with cap inscribed “KERR 4502” found for the east corner of said Lot 26, Block 36, and continuing for a total distance of 517.47 feet to the **POINT OF BEGINNING** and containing 12.435 acres of land.

NOTES

- 1) Refer to the attached plat prepared of even date herewith and made in conjunction with and considered an integral part of this description.
- 2) Companion drawing is filed in the office of Tablerock Survey, LLC and further describes the reconstruction of this survey.



09/24/2024

Tablerock Survey, LLC
2002 Timberloch Place, Suite 110
The Woodlands, TX 77380
Phone: 832-415-3869
TBPELS Firm No. 10194261

Ryan G Weber
Registered Professional Land Surveyor
State of Texas License No. 6929

Date

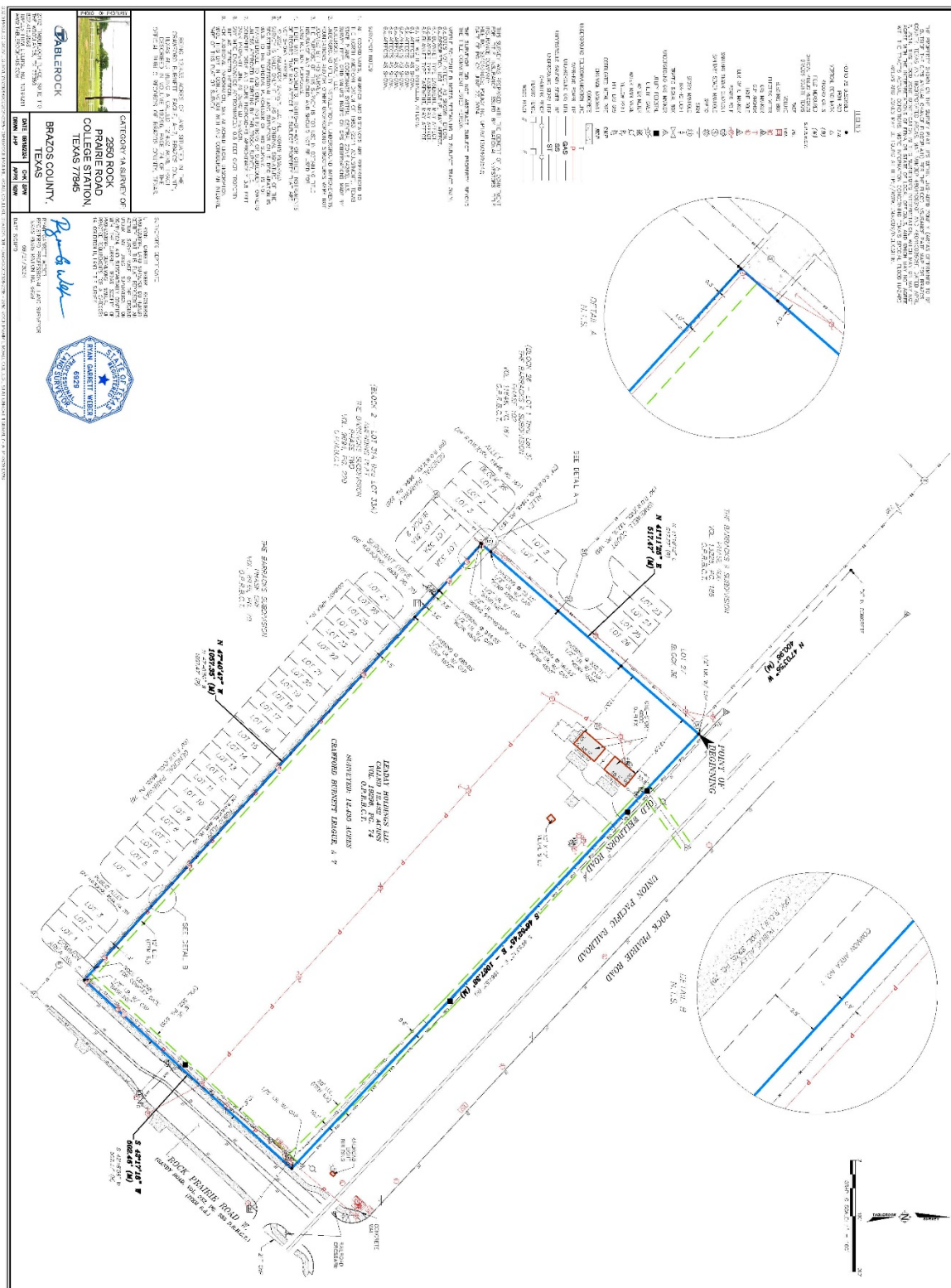


Exhibit B

That the following conditions must be satisfied before the rezoning becomes effective:

1. The construction, installation and acceptance of approximately 506 ft portion of sewer line (from manhole numbers O38B2M007 to O38B2M006) on Old Wellborn Rd be improved within 24 months of the signed ordinance for the zoning to take effect. This line must be approved by the City of College Station Water Services Department and Planning and Development Services Department, and in compliance with the B/CS Design Guidelines.

Exhibit C





0 215 430 Feet

MIXED USE - 2950 ROCK PRAIRIE ROAD WEST

Case:
REZ2024-000026

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		
R	Rural	MH Middle Housing
WE	Wellborn Estate	MF Multi-Family
E	Estate	MU Mixed-Use
WRS	Wellborn Restricted Suburban	MHP Manufactured Home Pk.
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhome	

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
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

MIXED USE - 2950 ROCK PRAIRIE ROAD WEST

Case:
REZ2024-000026

REZONING

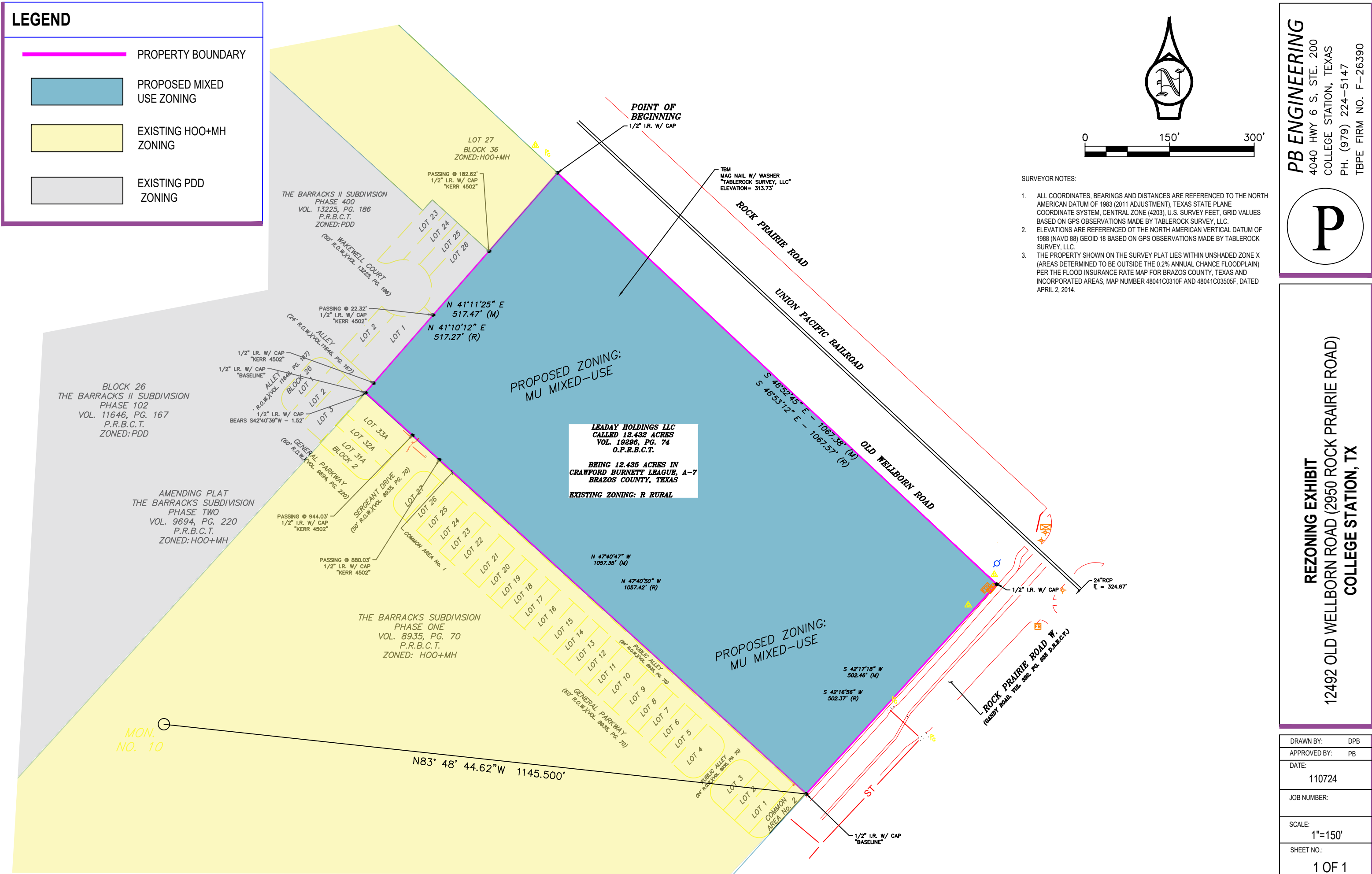
LEGEND

PROPERTY BOUNDARY

PROPOSED MIXED
USE ZONING

EXISTING HOO+MH
ZONING

EXISTING PDD
ZONING



PB ENGINEERING

4040 HWY 6 S, STE. 200
COLLEGE STATION, TEXAS
PH. (979) 224-5147
TBPE FIRM NO. F-26390

P

REZONING EXHIBIT

12492 OLD WELLBORN ROAD (2950 ROCK PRAIRIE ROAD)

COLLEGE STATION, TX

DRAWN BY:	DPB
APPROVED BY:	PB
DATE:	110724
JOB NUMBER:	
SCALE:	1"=150'
SHEET NO.:	1 OF 1

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: January 16, 2025
Advertised Council Hearing Date: February 13, 2025

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:

The Barracks at Rock Prairie
Williamsgate

Property owner notices mailed: 83

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	Mixed Residential	PDD Planned Development District, MH Middle Housing, HOO High Occupancy Overlay	Vacant, Townhomes
South	General Commercial, Business Center	CI Commercial Industrial, R Rural	Vacant, Veterinary Clinic, Rock Prairie Road West (Major Arterial)
East	Neighborhood Conservation, General Commercial	GS General Suburban, GC General Commercial, R Rural	Old Wellborn Road (local street), Railroad ROW, Wellborn Road (Major Arterial), Single-family dwellings, Fuel Station
West	Mixed Residential	PDD Planned Development District, MH Middle Housing, HOO High Occupancy Overlay	Duplexes, Vacant, Holleman Drive South (Minor Arterial)

DEVELOPMENT HISTORY

Annexed: November 2002
Zoning: A-O Agricultural-Open (upon annexation 2002)
A-O Agricultural-Open renamed to R Rural (2013)
Final Plat: Unplatted
Site Development: Single-family attached (duplexes)



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: MIXED USE - 2950 ROCK PRAIRIE (REZ2024-000026)

Address:

Legal Description: A000701, CRAWFORD BURNETT (ICL), TRACT 179, 12.4 ACRES

Total Acreage: 12.4

Applicant:: PB Engineering LLC

Property Owner: LEADAY HOLDINGS LLC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The growth in the area warrants uses under mixed use

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

Mixed Use is an appropriate under the city's General Commercial land use designation

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The suitability of the current zoning, R, are not consistent with the surrounding uses

Explain the suitability of the property for uses permitted by the rezoning district requested.

Uses under MU will be needed for this area of the city of a long time

Explain the suitability of the property for uses permitted by the current zoning district.

Uses under MU will be needed for this area of the city of a long time

Explain the marketability of the property for uses permitted by the current zoning district.

There is no marketability for the current zoning, R

List any other reasons to support this zone change.

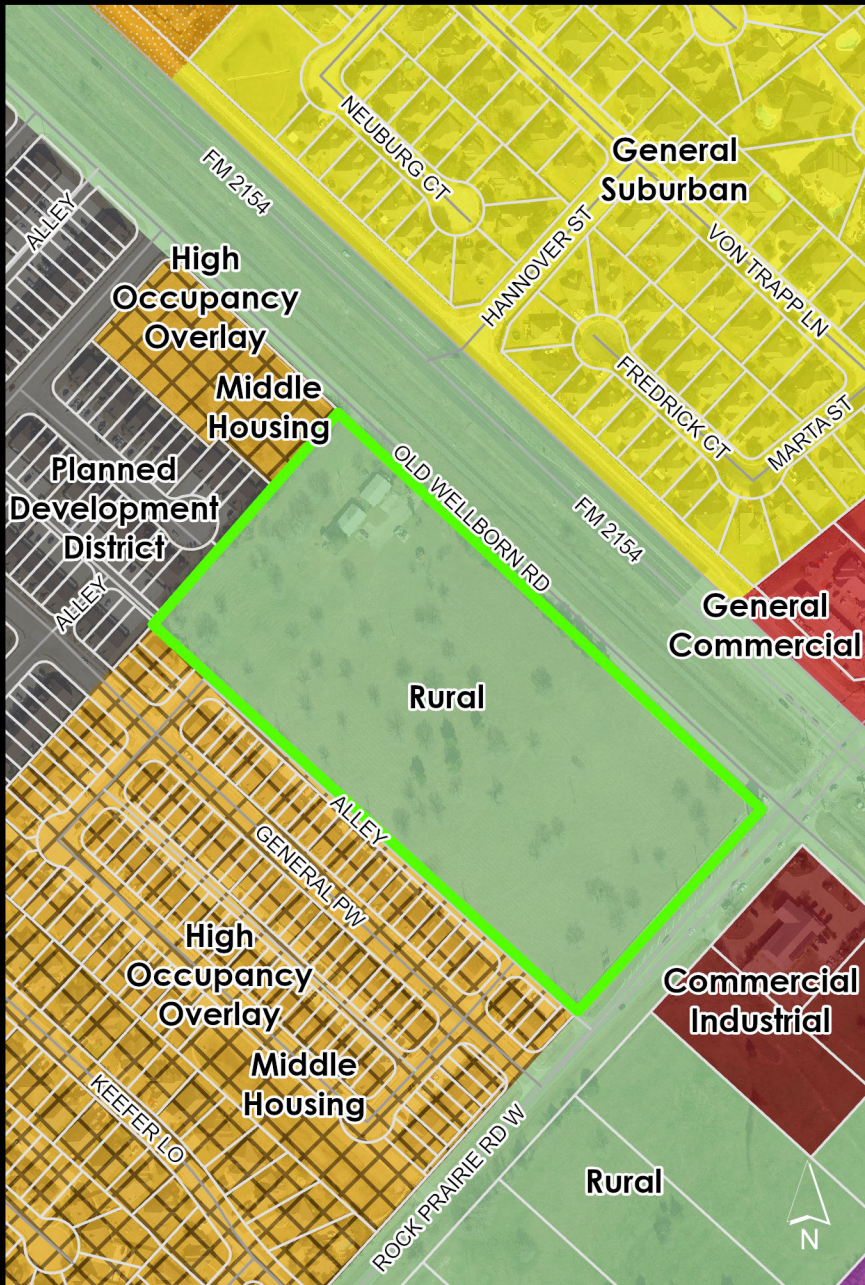
The growth in the city warrants the uses in MU

EXISTING

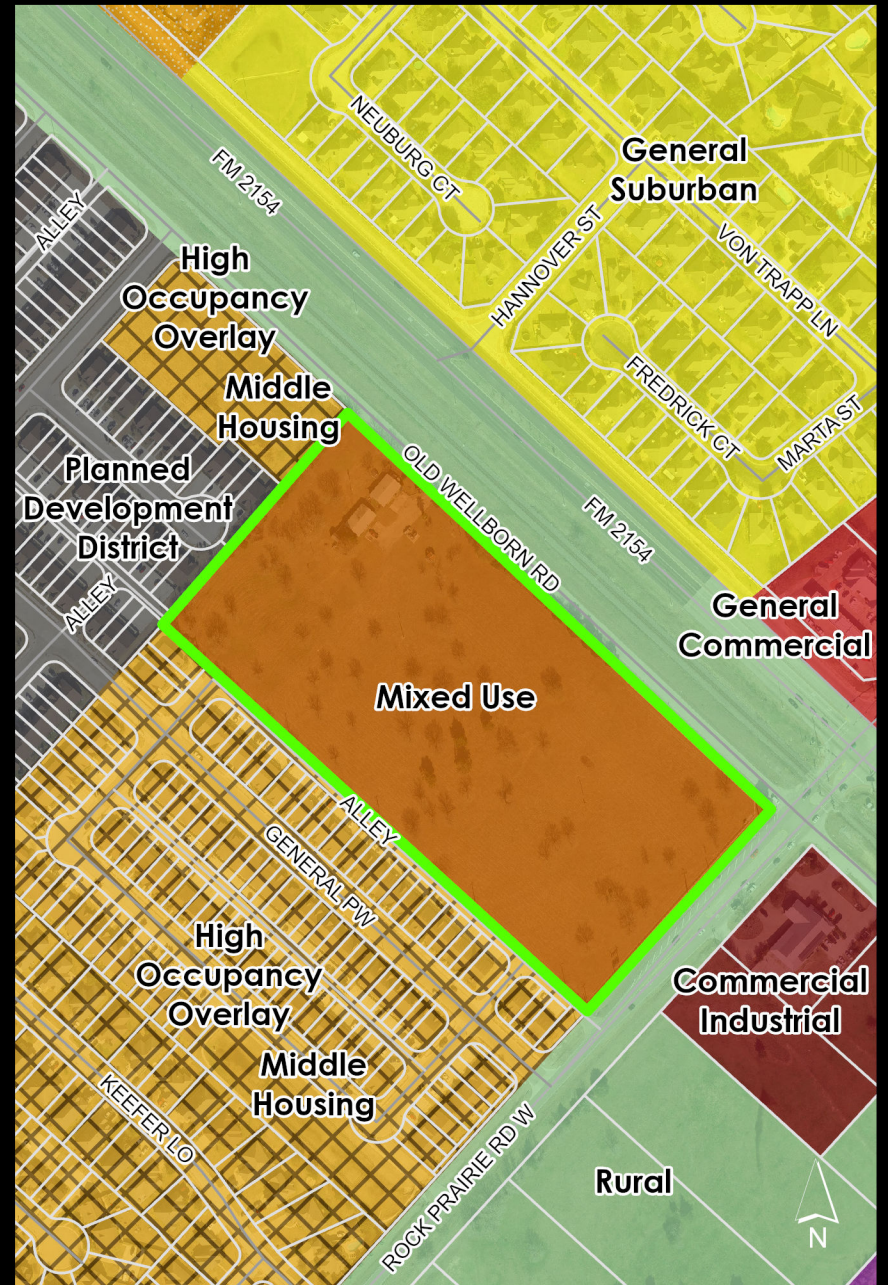
Future Land Use



EXISTING Zoning



PROPOSED Zoning



February 13, 2025
Item No. 9.2.
15305 FM 2154 Rezoning

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 R Rural to WC Wellborn Commercial on approximately 4 acres generally located at 15305 FM 2154.

Relationship to Strategic Goals:

Diverse Growing Economy

Recommendation(s): Staff recommends approval of the rezoning request.

Summary: This request is to rezone approximately 4 acres of land located at 15305 FM 2154, from R Rural to WC Wellborn Commercial. The property is currently owned by the City of College Station and is undeveloped. The intent of the rezoning is to increase the marketability of the property and to allow for a future commercial use. The Planning and Zoning Commission heard this item at the January 16th meeting and unanimously recommended approval.

REZONING REVIEW CRITERIA

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

The Comprehensive Plan Future Land Use and Character Map designates the subject property as Neighborhood Commercial. The Comprehensive Plan generally describes the Neighborhood Commercial land use designation as follows:

Areas of commercial activities that cater primarily to nearby residents. These areas tend to be smaller format than general commercial and are located adjacent to major roads along the fringe of residential areas.

The intent of the district is to:

- Accommodate limited commercial services compared to General Commercial

The subject property is also located within the Wellborn District Plan. This plan focuses on retaining the rural character of the area.

The zoning districts that are generally appropriate for within the Neighborhood Commercial land use include: WC Wellborn Commercial within the Wellborn District.

The proposed zoning district of WC Wellborn Commercial would be in line with the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The property has frontage to FM 2154. Adjacent properties are zoned SC Suburban Commercial and WRS Wellborn Restricted Suburban to the north, WRS Wellborn Restricted Suburban to the east, WC Wellborn Commercial to the south and to the west is FM 2154.

The adjacent properties to the north and south are currently undeveloped. To the east of the subject property is a residential subdivision that is currently being developed. The properties across FM 2154 are located in the City's ETJ.

The WC Wellborn Commercial zoning district is intended to provide for low-density commercial uses that provide services to nearby neighborhoods. Such uses shall be limited in size and not accommodate drive-thru services.

The proposed zoning district is appropriate for the surrounding area as it would allow for a variety of uses which would provide services to the nearby residential.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject property is suitable for uses allowed within the proposed zoning district. The site has adequate space to meet the minimal dimensional standards for WC Wellborn Commercial. There is no floodplain on the property.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water and wastewater infrastructure is adequate to support the needs of this development. Detention is required in accordance with the BCS guidelines. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

The subject property has frontage to FM 2154 (Wellborn Road). FM 2154 is designated as a 6-lane Major Arterial on the City's Thoroughfare Plan. The driveway access will be determined at the time of site plan when the property is developed.

5. The marketability of the property:

Rezoning the property from R Rural to WC Wellborn Commercial can provide additional development opportunities in the area, making the property more marketable.

Budget & Financial Summary: N/A

Attachments:

1. Aerial and Small Area Map
2. Background Information
3. Existing Future Land Use Map
4. Rezoning Map
5. Ordinance



WELLBORN
SETTLEMENT
PH3

WELLBORN
SETTLEMENT
PH2

TY MARSHALL CT

SKYLAR DR

FM 2154

City of College Station City Limit



0 115 230 Feet

CITY-INITIATED TO WC

Case:
REZ2024-000027

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		MH	Middle Housing
R	Rural	MF	Multi-Family
WE	Wellborn Estate	MU	Mixed-Use
E	Estate	MHP	Manufactured Home Pk.
WRS	Wellborn Restricted Suburban		
RS	Restricted Suburban		
GS	General Suburban		
D	Duplex		
T	Townhome		

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
HOO	High Occupancy Ovr.
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



0 150 300 Feet

CITY-INITIATED TO WC

Case:
REZ2024-000027

REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: January 16, 2025
Advertised Council Hearing Date: February 13, 2025

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: 6
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

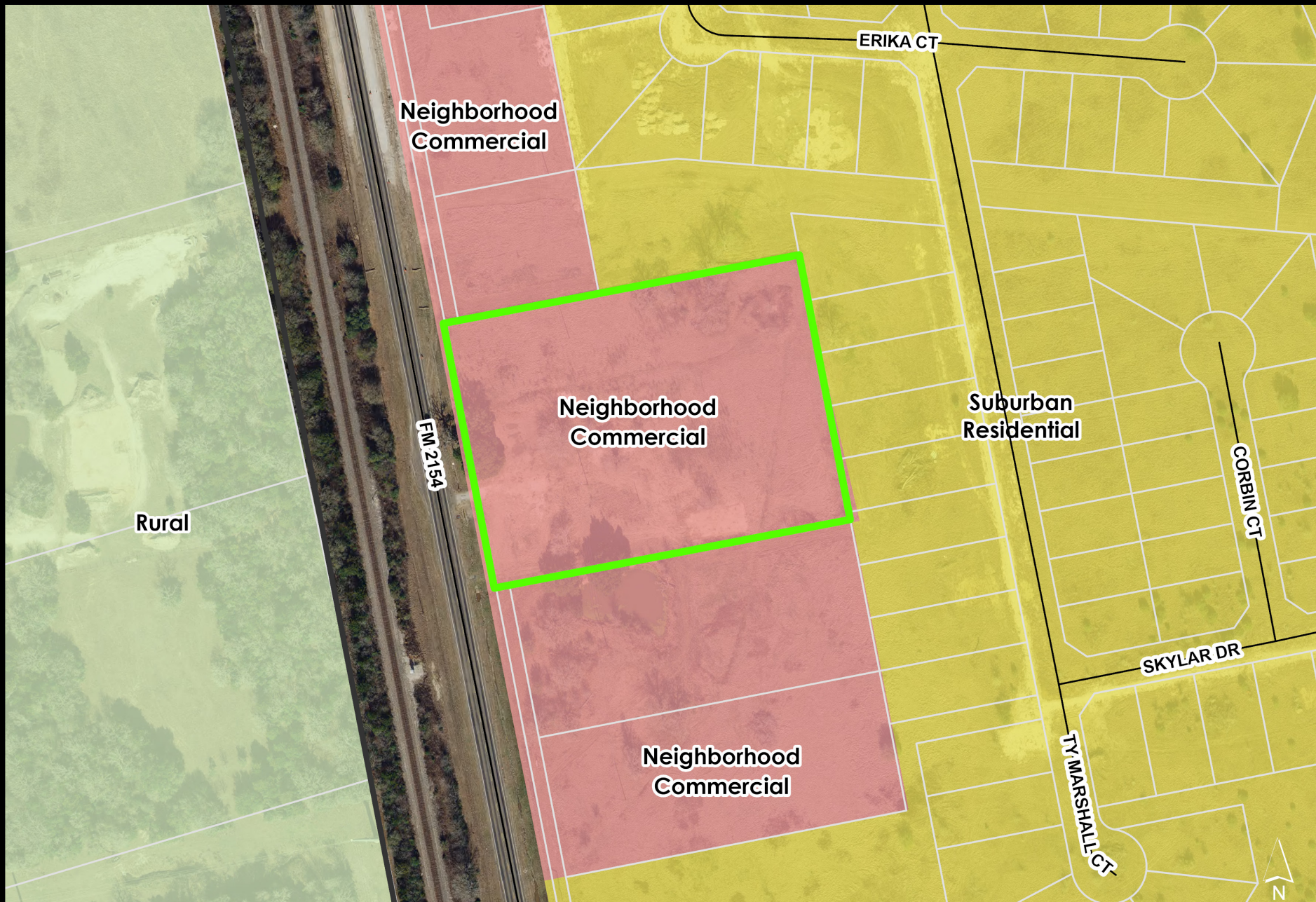
Direction	Comprehensive Plan	Zoning	Land Use
North	Neighborhood Commercial and Suburban Residential	SC Suburban Commercial and WRS Wellborn Restricted Suburban	Undeveloped and Wellborn Settlement Common Area
South	Neighborhood Commercial	WC Wellborn Commercial	Undeveloped
East	Suburban Residential	WRS Wellborn Restricted Suburban	Residential homes
West	Rural	ETJ (across FM 2154)	FM 2154 (6-lane major arterial)

DEVELOPMENT HISTORY

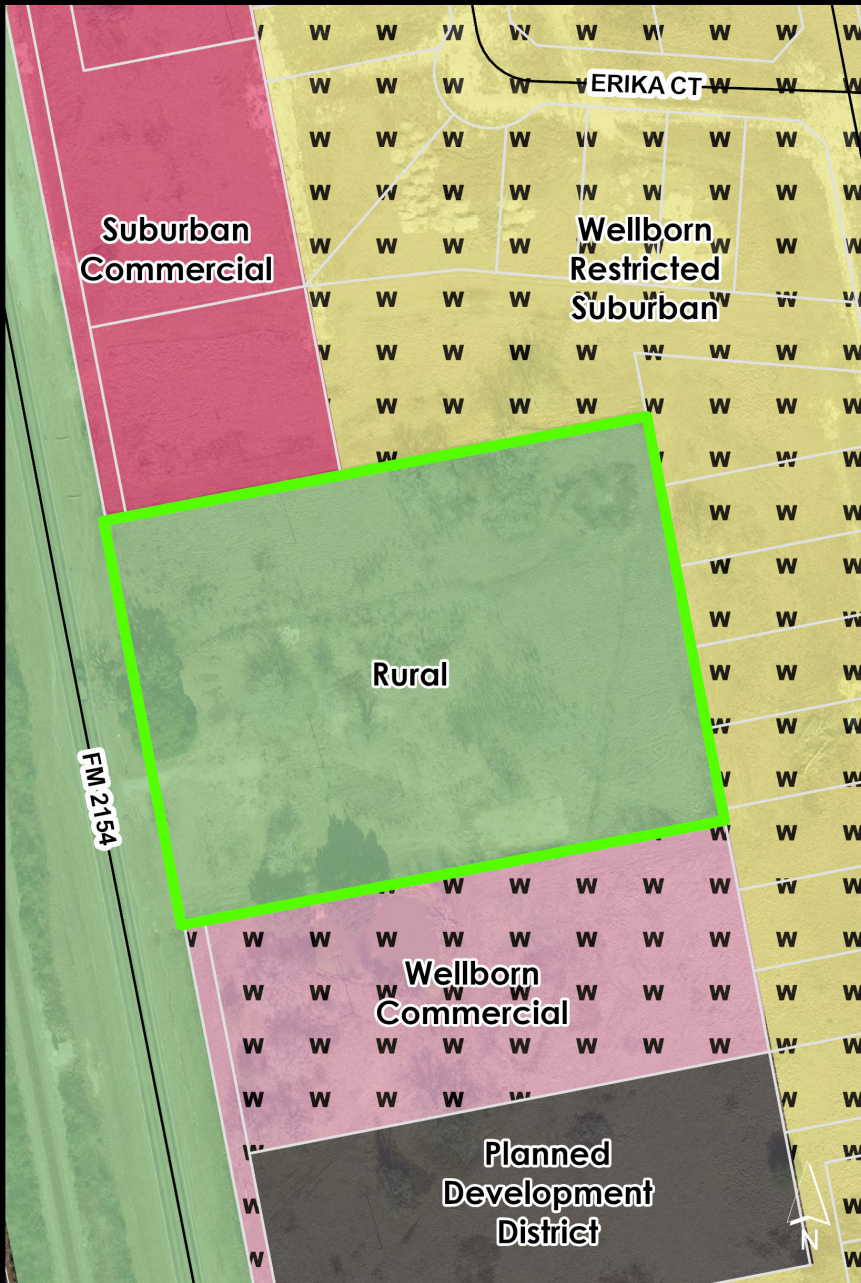
Annexation: April 2015
Zoning: R Rural (2015)
Final Plat: Unplatted
Site development: Undeveloped

EXISTING

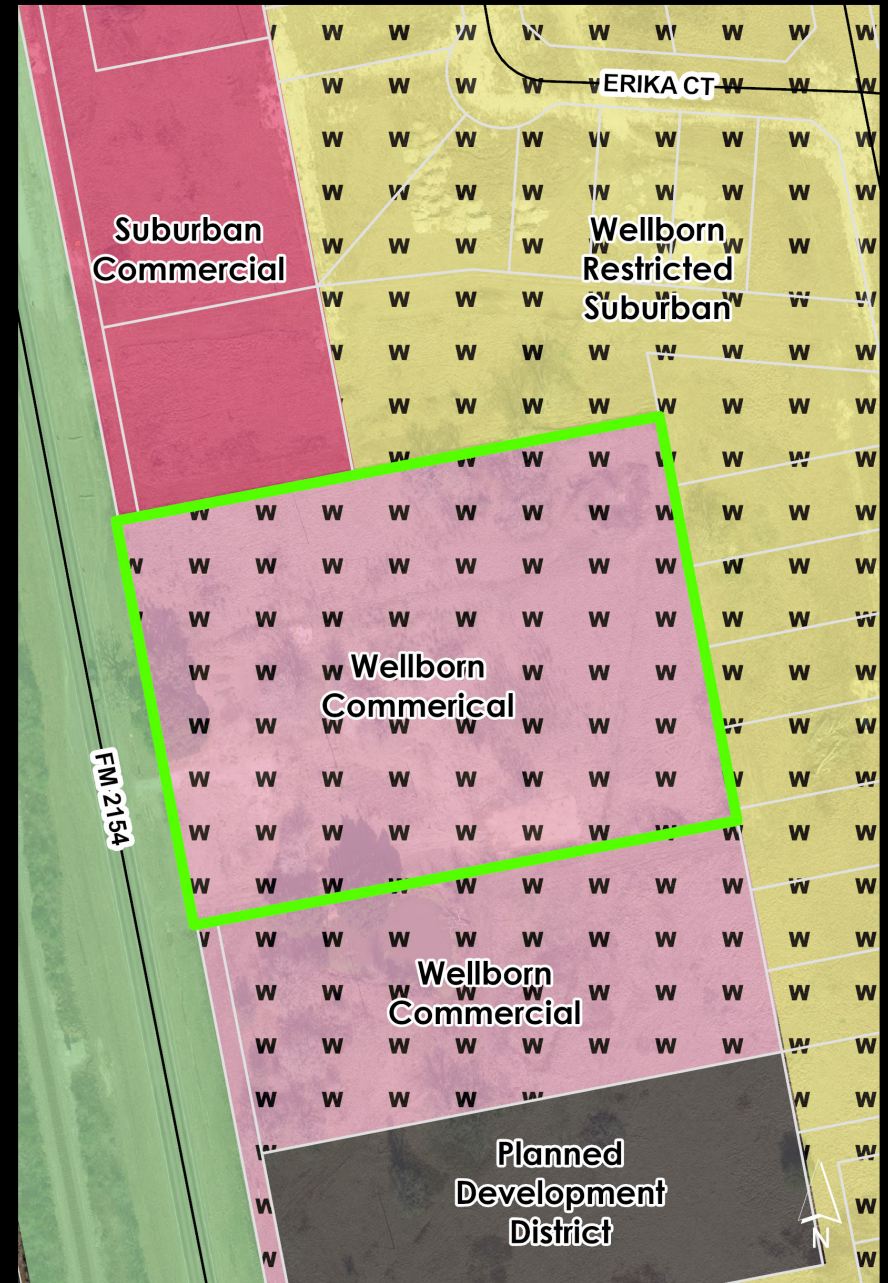
Future Land Use



EXISTING Zoning



PROPOSED Zoning



ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 4 ACRES GENERALLY LOCATED AT 15305 FM 2154 CERTAIN PROPERTIES 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 R Rural to WC Wellborn Commercial:



4.000 Acres
City of College Station Tract
Samuel Davidson league A-13
College Station, Texas
March 2023 – Rev. Nov. 2024

All of that certain tract or parcel of land lying and being situated in the Samuel Davidson league (abstract no. 13) in College Station, Brazos County, Texas, being all of that tract called 4.0000 acre tract described in the deed to the City of College Station recorded in volume 15036, page 249 of the Official Public Records of Brazos County, and more particularly described as follows:

Beginning at a 1/2" iron rod with an orange plastic cap stamped “HP MAYO RPLS 5045” found (set in 2018) at the southwest corner of this described tract in the northeast right-of-way line of F.M. 2154 (Wellborn Road), 150.0 feet northeast from the center of the Union Pacific Railroad track, from where City of College Station GPS control monument no. 134 bears N 9° 34' 00" W – 3362.0 feet.

Thence N 10° 54' 24" W – 360.00 feet, along the said northeast right-of-way line of F.M. 2154, being 100 feet wide as established by deed recorded in volume 202, page 575 of the Deed Records of Brazos County, Texas, parallel to the said railroad track, to the northwest corner of this described tract, from where a 1/2" iron rod with a yellow plastic cap (illegible) was found due East 0.47 feet;

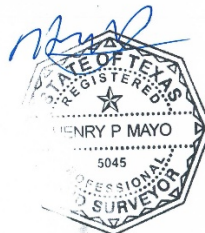
Thence N 79° 05' 36" E – 484.00 feet, along a common boundary line of this described tract and that 39.33 acre tract conveyed to TDG Management, L.P. by deed recorded in volume 14018, page 95 of the Official Public Records of Brazos County, Texas, passing at 20.00 feet, a 1/2" iron rod with an orange plastic cap stamped “JOE ORR BASELINE” set on a proposed right-of-way line of F.M. 2154, to a 1/2" iron rod with an orange plastic cap stamped “HP MAYO RPLS 5045” found (set in 2018) at the northeast corner of this described tract;

Thence S 10° 54' 24" E – 360.00 feet, along another common boundary line of this described tract and the said 39.33 acre tract, to a 1/2" iron rod with an orange plastic cap stamped “HP MAYO RPLS 5045” found (set in 2018) at the southeast corner of this described tract;

Thence S 79° 05' 36" W – 484.00 feet, along another common boundary line of this described tract and the said 39.33 acre tract, passing at 464.00 feet, a 1/2" iron rod with an orange plastic cap stamped “JOE ORR BASELINE” set on the said proposed right-of-way line of F.M. 2154, to the Point of Beginning and containing 4.000 acres of land more or less.

Bearings are Texas State Plane, Central Zone, NAD83 datum, based on GPS observations referenced to Leica SmartNet RTK Network in June 2018 and confirmed Feb. 2023. The bearing found between CoCS GPS Control Monuments 132 and 4 is S 10° 39' 15" E.

See separate survey plat dated March 2023 – Revised Nov. 2024.
[Revision – Nov. 2024: The bearing was corrected from the point of beginning to the GPS control monument.]



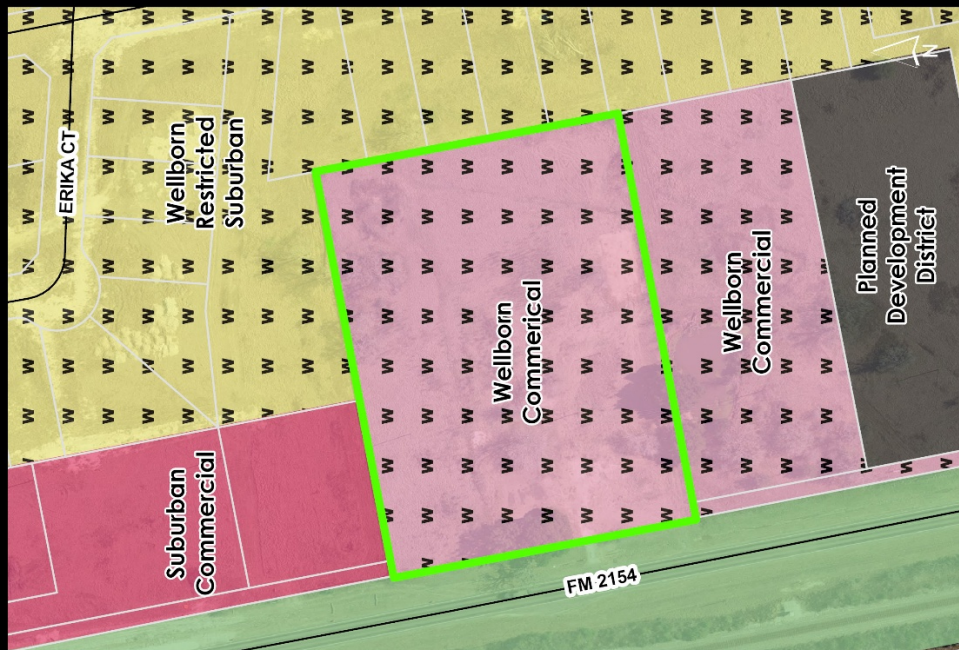
4.000 acre City of College Station tract

Page 1 of 1

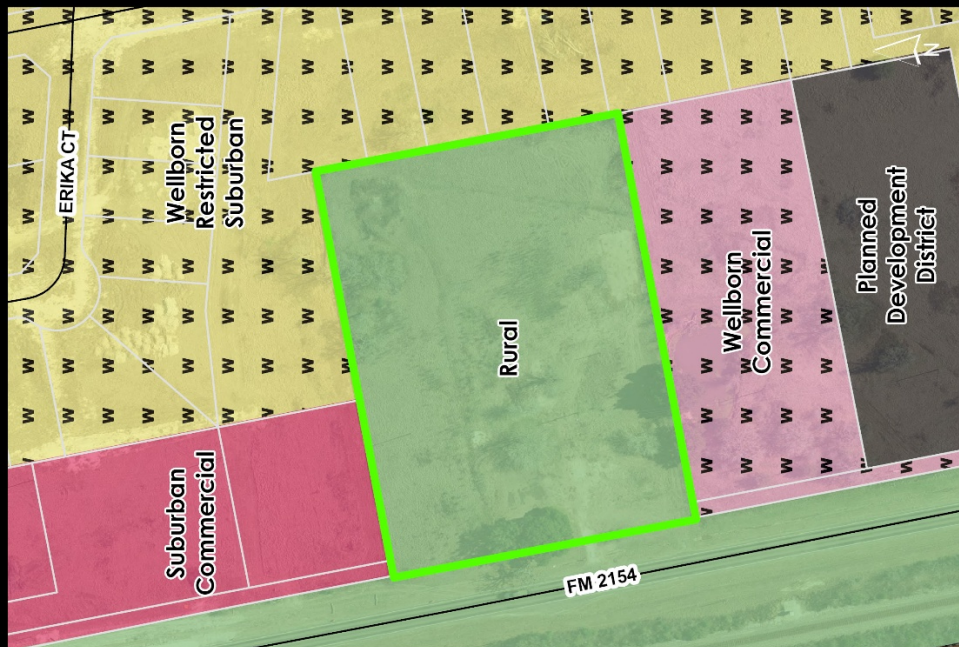
1701 Southwest Parkway, Suite 104, College Station, Texas 77840 | 979.693.2777 | TxSurv F-10030200 | BaselineSurveyors.net

Exhibit B

PROPOSED Zoning



EXISTING Zoning



February 13, 2025
Item No. 9.3.
Fire Station #7 GMP #1 Off-Site Utilities

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approval of Amendment No. 1 to the Construction Manager at Risk (CMAR) contract with Lott Brothers Construction Co., Inc. accepting the Guaranteed Maximum Price (GMP) of \$827,573 for off-site utilities for the Fire Station No. 7 Project.

Relationship to Strategic Goals:

Core Services and Public Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This amendment to the current construction manager at risk contract with Lott Construction, accepting the guaranteed maximum price, includes all needed off-site utility work for the Fire Station No.7 project. This includes demolition, off-site utilities, concrete replacement, landscape restoration, traffic control, and stormwater pollution prevention. There will be a second amendment (to be presented to Council in April) which will include the GMP for the building construction, site utilities, dry utilities, and paving work.

The Construction Manager at Risk (CMAR) for pre-construction and construction phase services was solicited via Request for Qualifications (RFQ) on March 27, 2024, RFQ #24-035 and RFP #24-035. Three (3) responses were submitted to RFQ #24-035 and two (2) were invited to submit for the RFP #24-035. Both respondents to the RFP were interviewed. After evaluation and interviews, Lott Brothers Construction, Inc. was selected as the most qualified, best value for the city based on the published selection criteria.

Lott Brothers Construction is providing pre-construction services (construction reviews, materials coordination, cost estimating, etc.) during the design phase. Lott will also be providing construction phase services. Construction is bid out through the CMAR and presented to City Council for approval as a Guaranteed Maximum Price (GMP) for each construction phase(s) of the project. Two GMPs are expected.

Budget & Financial Summary: \$18,000,000 is currently budgeted for this project in the Facilities and IT Capital Improvement Projects Fund. A total of \$1,846,974.91 has been expended or committed to date, leaving a balance of \$16,153,025.09 for remaining project expenses. Funding for this project was approved in the City of College Station's November 2022 General Obligation Bond Election.

Attachments:

1. Fire Station No. 7 Project Location Map
2. Fire Station No. 7 - Lott Brothers Construction - CMAR Amendment No.1 & GMP No. 1
3. Amend No 1 - Bid Pckg 1 - GMP Exhibit A
4. Amend No 1 - Bid Pckg 1 - GMP Exhibit B
5. Amend No 1 - Bid Pckg 1 - GMP Exhibit C&E



Project Location Map

Fire Station #7

GG2306

Legend

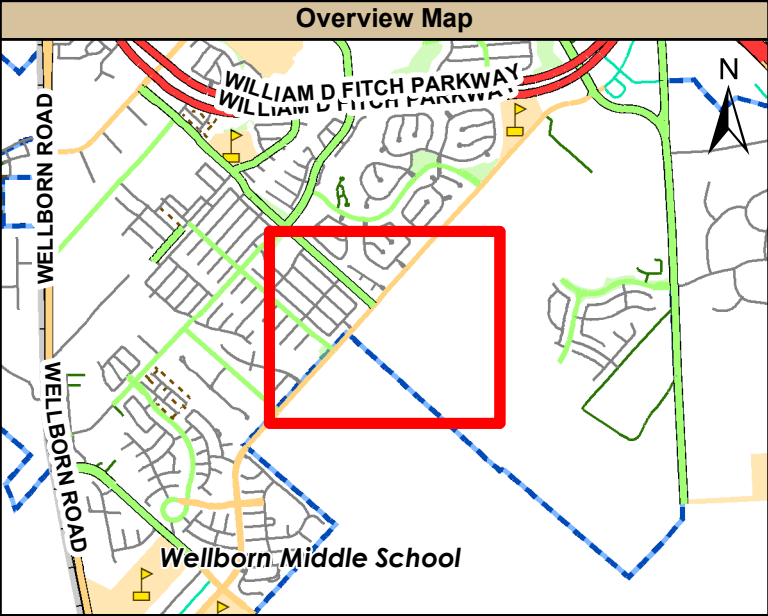
Streets

Functional Classification

- MAJOR COLLECTOR
- MINOR ARTERIAL
- MINOR COLLECTOR
- LOCAL STREET

Rivers

Water Features



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



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300545 PROJECT #: GG2306 BID/RFP/RFQ#: RFQ/RFP24-03

Project Name / Contract Description: Fire Station #7 GMP #1 Off-Site Utilities

Name of Contractor: Lott Brothers Construction Company, Ltd

CONTRACT TOTAL VALUE: \$ 827,573.00

Grant Funded Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☐ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** N/A ☐ **OTHER** Amendment #1

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

A \$18,000,000 is included in the General Government Capital Improvement Projects Fund.

A total of \$1,846,974.91 has been expended or committed to date, leaving a balance of \$16,153,025.09 for this contract and related costs.

CRC Approval Date*: 6/20/24 *(If required)** **Council Approval Date*:** 2/13/2025 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

9.12.23 UPDATED

City of College Station Construction Manager at Risk Amendment 1

Guaranteed Maximum Price Amendment

for the following PROJECT:

Fire Station No. 7 – Bid Package #1 Offsite Utilities

THE OWNER:

(Name, legal status and address)

City of College Station »«a Texas home-rule municipal corporation »

P.O. Box 9960

College Station, Texas 77842

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Lott Brothers Construction Company, Ltd.

406 North Lee Street, Suite 201

Austin, Texas 78729

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 23.03 & 26.02 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Agreement Sum shall not exceed. The Agreement Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 2.24 of the Agreement.

§ A.1.1.1 The Agreement Sum is guaranteed by the Construction Manager not to exceed « **\$827,573** », subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

«See Exhibit 'A' Cost Summary »

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

«No Alternates »

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
«See Exhibit 'E' List of Allowances»	

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

«See Exhibit 'C' – Inclusions, Exclusions, Assumptions »

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
«See Exhibit 'C& E' »			

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

«See Exhibit 'B' – Enumeration of Documents »

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

«See Exhibit 'B' – Enumeration of Documents »

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

«See Exhibit 'D' - Performance & Payment Bonds »

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

«4 Months or 122 calendars days from the date of Written Notice to Proceed as defined in section 2.15 of the Agreement. »

Lott Brothers Construction Company, Ltd.

By: Lott Brothers GP, Inc., General Partner

« »

OWNER(Signature)

«

(Printed name and title)

« »

Mike White

CONSTRUCTION MANAGER(Signature)

Mike white

by Lott Brothers GP, Inc., General Partner by Michael

(Printed name and title)



GMP #1 Offsite Utilities

Exhibit A -COST SUMMARY



College Station - Fire Station #7 - 95% OFFSITE GMP #1			Bid Date:	01/15/25
Exhibit A - Bid Pckg #1 Cost Summary			Project Size:	16,475
2981 Greens Prairie Rd, College Station TX				
Trade Categories	1	Adj. Total W/ Contingency	% of Contract	Sub 1 PER SFT
GEN REQUIREMENTS		51,225	6.19%	LBCC \$ 3.11
OFFSITE EROSION CONTROL / SWPPP		14,575	1.76%	0 \$ 0.88
Traffic Control (Signage & Barricades) ALLOWANCE		12,500	1.51%	Allowance \$ 0.76
OFFSITE DEMO		15,995	1.93%	0 \$ 0.97
OFFSITE UTILITIES		265,585	32.09%	0 \$ 16.12
PAVEMENT MARKINGS - ALLOWANCE		2,500	0.30%	Allowance \$ 0.15
LANDSCAPE RESTORATION - ALLOWANCE		5,450	0.66%	Allowance \$ 0.33
FENCING REMOVE & REPLACE - ALLOWANCE		3,000	0.36%	Allowance \$ 0.18
OFFSITE CONCRETE		50,488	6.10%	0 \$ 3.06
Offsite Fiber Ductbank (w/ Road Bores) - ALLOWANCE		150,000	18.13%	Allowance \$ 9.10
Offsite General Conditions		143,189	17.30%	LOTT BROS \$ 8.69
Offsite Insurance		6,081	0.73%	LOTT BROS \$ 0.37
Offsite Builder's Risk		298	0.04%	LOTT BROS \$ 0.02
Offsite Bond		11,776	1.42%	LOTT BROS \$ 0.71
SUBTOTAL		\$732,661		\$ 44.47
Offsite Contingency		\$65,000	8.87%	
Offsite CM FEE		\$29,912	3.75%	FEE per Contract
GMP #1 - OFFSITE TOTAL		\$827,573		

City of College Station
Fire Station #7
College Station, Texas

EXHIBIT B - LIST OF PLANS, SPECIFICATIONS AND ADDENDA

<u>Sheet #:</u>	<u>Sheet Name</u>	<u>PLANS</u>	<u>Plan Date</u>	<u>Stamp Date</u>
UTILITIES				
C0.0	Cover Sheet		11/26/2024	N/A
C0.1	General Notes		11/26/2024	N/A
C1.0	Demolition Plan		11/26/2024	N/A
C2.0	Traffic Control Plan - Dalton Lane Closure		11/26/2024	N/A
C2.1	Detour Map - Dalton Lane Closure		11/26/2024	N/A
C3.0	Erosion Control Plan		11/26/2024	N/A
C4.0	Grinder Pump Station Plan and Profile		11/26/2024	N/A
C4.1	Waterline Extension		11/26/2024	N/A
C5.0	General Details		11/26/2024	N/A
C5.1	Paving Details (1 of 2)		11/26/2024	N/A
C5.2	Paving Details (2 of 2)		11/26/2024	N/A
C5.3	Erosion Control Details		11/26/2024	N/A
C5.4	Utility Details		11/26/2024	N/A
C5.5	Utility Details (2 of 2)		11/26/2024	N/A
C5.6	Grinder Pump Station Details		11/26/2024	N/A

END LIST OF PLANS

City of College Station
Fire Station #7
College Station, Texas

EXHIBIT B - LIST OF PLANS, SPECIFICATIONS AND ADDENDA

<u>SPEC #</u>	<u>SPECIFICATIONS DESCRIPTION</u>	<u>DATE</u>
---------------	---------------------------------------	-------------

END LIST OF SPECIFICATIONS

City of College Station
Fire Station #7
College Station, Texas

EXHIBIT B - LIST OF PLANS, SPECIFICATIONS AND ADDENDA

ADDENDA

Date

END LIST OF ADDENDA

City of College Station
Fire Station #7
College Station, Texas

EXHIBIT B - LIST OF PLANS, SPECIFICATIONS AND ADDENDA

GEOTECH REPORT

Date

Geotechnical Report

6/3/2024

END LIST OF REPORTS



Exhibit C - Inclusions, Exclusions, Assumptions
College Station - Fire Station #7 - 95% OFFSITE GMP #1
2981 Greens Prairie Rd, College Station TX
Date: 01/29/25

#	Div. Ref.	Assumptions
1	26	Offsite Fiber Ductbank carried as Allowance
2	32	Assumes topsoil suitable for reuse with no soil amendments
3	32	Landscaping & Irrigation Restoration / Repair carried as Allowance
4	32	Fencing removal & replacement / repair carried as Allowance
5	32	Pavement Markings carried as Allowance
6	33	Assumes NO gas line or meter work. Any necessary adjustments by gas company and any associated fees paid for by owner
7	33	Excludes Tap, Impact, or Utility Set Up Fees, Utility Meters, Capital Recovery Fees, Maintenance Bonds
8	33	Any utility relocation or manhole/cleanout elevation adjustments not specifically called out are excluded
9	33	Offsite Utility Work Traffic Control carried as Allowance
10	33	2" Wastewater line assumed to be SDR9, SDR17 Yelomine RJ, or SDR21 pipe
11	33	12" Domestic Water Line to be DR14, C900 pipe
12	33	Wastewater line excludes ALL Work before STA 1+91.84 (No Grinder Pump Station)
13	33	Plan Sheet C5.6 is excluded entirely
14	33	Open-cut Concrete Street Detail on C5.2 - 2vf Flowable Fill in place of the Compacted Cement Stabilized Sand, indicated
15	33	Removal, relocation, or stabization of any existing power / light pole is excluded
16	General	Permit fees are excluded
17	General	Excludes LEED or Green Building requirements, certifications, or accreditations
18	General	Excludes material testing or any third party testing cost
19	General	Tax is excluded
20	General	Excludes any ROW permits
21	General	Excludes Abatement, assumes no HazMat in buildings or items to be demolished, no testing included- owner to provide letter certifying no HazMat
22	General	Excludes remediation of Cave or Karst Features
23	General	Excludes dewatering
24	General	Excludes owner allowances or contingencies
25	General	Excludes any jurisdictional requirements not specifically called out in plans or specifications
26	General	Excludes certified payroll
27	General	Proposal is valid for 30 days
29	General	Builder's Risk insurance is included
30	General	Umbrella Insurance Coverage of \$10 mil is included (can be raised as an additional cost if requested)
31	General	Jobsite security is excluded with the exception of temporary perimeter fence

Exhibit E - List of Allowances
College Station - Fire Station #7 - 95% OFFSITE GMP #1
2981 Greens Prairie Rd, College Station TX
Date: 1/31/2025

#	Assumptions
1	Traffic Control (Signage & Barricades)
2	Pavement Markings
3	Landscaping & Irrigation Restoration
4	Fencing removal & replacement
5	Fiber Ductbank (w/ Road Bores)

Policyholder Notice

TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the company's telephone number for
information or to make a complaint at:

1-877-676-7575

You may write the Company at:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

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
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 490-1007

Web: <http://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 company 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 informacion o para someter una
queja:
Usted puede llamar al numero de telefono de la
compania para informacion o para someter una
queja al:

1-877-676-7575

Usted tambien puede escribir a:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

Puede comunicarse con el Departamento de
Seguros de Texas para obtener informacion acerca
de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al

Departamento de Seguros de Texas
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene
una disputa concerniente a su prima o a un
reclamo, debe comunicarse con la compania
primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.

Pursuant to Tex. Gov't Code Sec. 2269.258:

(a) No Bid Bond Provided – If the GMP has not yet been determined and the CMAR did not provide an acceptable bid bond, the CMAR shall provide at contract award either **(1)** Payment and Performance Bonds in an amount equal to the total Construction Budget contained in the RFP or **(2)** the CMAR shall provide another financial security acceptable to the City ensuring that CMAR will furnish the required performance and payment bonds when a GMP is established. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

(b) Bid Bond Provided – If the GMP has not yet been determined and the CMAR has provided an acceptable bid bond, the CMAR shall provide Payment and Performance Bonds upon the City's acceptance and approval of the Guaranteed Maximum Price. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

Project No. GG2306

PERFORMANCE BOND #EACX4049385

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, Lott Brothers Construction Company, Ltd, as Principal, hereinafter called "Contractor" and the other subscriber hereto Endurance Assurance Corporation, a corporation organized and existing under the laws of the State of New York, licensed to do 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, Texas ("City"), a municipal corporation, in the sum of Eight Hundred Twenty Seven Thousand Five Hundred Seventy Three Dollars and 00/100 (\$ 827,573.00) 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 pursuant to the obligations and payment of this Performance Bond ("Bond") as follows:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed an Agreement (as used herein including the Agreement Documents) in writing with the City of College Station for the following City Project ("Project"):

Fire Station No. 7,
with all of the work ("Work") for the Project to be done as set out in full in said Agreement therein referred to and adopted by the City Council of the City of College Station, Texas, all of which documents, as amended, are incorporated by reference for all purposes and made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the Contractor shall faithfully and strictly perform Agreement in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in

Contract No. 24300545
CMAR- Construction
Form 6/20/2024

accordance with the Agreement Documents described therein, and shall comply strictly with each and every provision of the Agreement, as amended, including all warranties and indemnities therein, and with this Bond, then this Bond obligation shall become null and void and shall have no further force and effect; otherwise this Bond obligation is to remain in full force and effect.

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

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement, the Agreement Documents, and in the Work of the Project to be done thereunder, as provided in the Agreement, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work of the Project to be done thereunder; and that such changes, if made, shall not in any way vitiate, terminate, or diminish the (1) Surety's obligations in this Bond and undertaking, or (2) release the Surety therefrom. Surety, for value received, hereby stipulates, acknowledges, and agrees that any change in Agreement Time or Agreement Sum shall not in any way affect its obligations and duties to the City as the Surety under this bond, and Surety does hereby waive notice of any such change in the Agreement Time or Agreement Sum.

It is further expressly agreed and understood that by the parties to this Bond that the Contractor and Surety will fully indemnify, defend, and hold harmless the City from any liability, claim, cause of action, judgment, loss, cost, expense, or damage arising out of or in connection with the Work for the Project done or to be done by the Contractor under the Agreement. In the event that the City shall bring any lawsuit or other proceeding at law or equity regarding or related to the Agreement or this Bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees, costs, and expenses incurred by the City in connection with such lawsuit or other proceeding.

The parties to this instrument expressly agree to and acknowledge the following: (1) this Bond and all obligations of the Surety and Contractor created hereunder are expressly performable in Brazos County, Texas; (2) this Bond shall be governed and interpreted pursuant to the laws of the State of Texas; (3) venue in any lawsuit or legal proceeding regarding or relating to this Bond shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for said county; (4) this Bond is given in compliance with the applicable provisions of Chapters 2253, 2254, and 2269 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 statutes.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (1) by hand or courier delivery (no e-mails or facsimile submissions of notice are allowed), or (2) by United State Postal Service mail (being certified mail, return receipt required), said notice being addressed to the respective other party at the address described below in this Bond, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of the Surety agent "Power of Attorney" also must be attached to this Bond instrument.

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 a current Power of Attorney as required by this Bond.

CONTRACTOR EXECUTION:

ATTEST, SEAL OF CONTRACTOR: (if a corporation)

WITNESS: (if not a corporation)

By: 
Name: Regina Mott
Title: office manager
Date: 2-4-2025

(Name of Contractor) Lott Brothers Construction Company, Ltd

By: 
Name: Michael White
Lott Brothers Construction Company, Ltd.
by Lott Brothers GP, Inc., General Partner
by Michael White, Vice President
Title: _____
Date: 2-4-2025
Address of Contractor: _____
406 North Lee Street, Suite 201, Round Rock, TX 78664

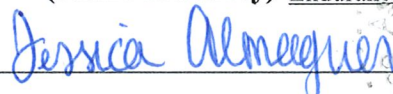
SURETY EXECUTION:

ATTEST, SEAL OF SURETY: (if a corporation)

WITNESS: (if not a corporation)

By: 
Name: Donnie D. Doan
Title: Director of Surety
Date: 2-4-2025

(Name of Surety) Endurance Assurance Corporation

By: 
Name: Jessica Almaguer
Title: Attorney-in-Fact
Date: 2-4-2025
Address of Surety: _____
8144 Walnut Hill Lane, 16th Floor, Dallas, TX 75231

**ACCEPTANCE BY CITY:
REVIEWED:**

City Attorney's Office
Date: _____

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

City Manager
Date: _____

Pursuant to Tex. Gov't Code Sec. 2269.258:

(a) No Bid Bond Provided – If the GMP has not yet been determined and the CMAR did not provide an acceptable bid bond, the CMAR shall provide at contract award either **(1)** Payment and Performance Bonds in an amount equal to the total Construction Budget contained in the RFP or **(2)** the CMAR shall provide another financial security acceptable to the City ensuring that CMAR will furnish the required performance and payment bonds when a GMP is established. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

(b) Bid Bond Provided – If the GMP has not yet been determined and the CMAR has provided an acceptable bid bond, the CMAR shall provide Payment and Performance Bonds upon the City's acceptance and approval of the Guaranteed Maximum Price. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

Project No. GG2306

TEXAS STATUTORY PAYMENT BOND #EACX4049385

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Lott Brothers Construction Company, Ltd, as Principal, hereinafter called "Principal" and the other subscriber hereto Endurance Assurance Corporation, a corporation organized and existing under the laws of the State of New York, licensed to do business in the State of Texas and admitted to write bonds, as Surety, hereinafter called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, Texas ("City"), a municipal corporation, in the sum of Eight Hundred Twenty Seven Thousand Five Hundred Seventy Three Dollars and 00/100 (\$827,573.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, pursuant to the obligations and payment of this Texas Statutory Payment Bond ("Bond") as follows:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain Agreement ("Agreement" including the Agreement Documents, as amended) in writing with the City of College Station for the following City Project ("Project") dated the 11 day of July, 2024: with all of the work ("Work") for the Project to be done as set out in full in said Agreement, as amended, therein referred to and adopted by the City Council of the City of College Station, Texas, all of which documents are incorporated by reference for all purposes and made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, the condition of this Bond obligation is such that if Principal shall pay all claimants supplying labor, equipment, and/or material to Principal for the Project, or to a subcontractor for the Project, regarding he performance and prosecution of the Work of the Project provided for in the Agreement, as amended, then, this Bond obligation shall be null and void; otherwise this Bond obligation is to remain in full force and effect.

Contract No. 24300545
CMAR- Construction
Form 6/20/2024

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapters 2253, 2254, and 2269 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.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement, the Agreement Documents, and in the Work of the Project to be done thereunder, as provided in the Agreement, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work of the Project to be done thereunder; and that such changes, if made, shall not in any way vitiate, terminate, or diminish the (1) Surety's obligations in this Bond and undertaking, or (2) release the Surety therefrom.

It is further expressly agreed and understood that by the parties to this Bond that the Contractor and Surety will fully indemnify, defend, and hold harmless the City from any liability, claim, cause of action, judgment, loss, cost, expense, or damage arising out of or in connection with the Work for the Project done or to be done by the Contractor under the Agreement. In the event that the City shall bring any lawsuit or other proceeding at law or equity regarding or related to the Agreement or this Bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees, costs, and expenses incurred by the City in connection with such lawsuit or other proceeding.

The parties to this instrument expressly agree to and acknowledge the following: (1) this Bond and all obligations of the Surety and Contractor created hereunder are expressly performable in Brazos County, Texas; (2) this Bond shall be governed and interpreted pursuant to the laws of the State of Texas; (3) venue in any lawsuit or legal proceeding regarding or relating to this Bond shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for said county; (4) this Bond is given in compliance with the applicable provisions of Chapters 2253, 2254, and 2269 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 statutes.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (1) by hand or courier delivery (no e-mails or facsimile submissions of notice are allowed), or (2) by United State Postal Service mail (being certified mail, return receipt required), said notice being addressed to the respective other party at the address described below in this Bond, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

Surety, for value received, hereby stipulates, acknowledges, and agrees that any change in Agreement Time or Agreement Sum shall not in any way affect its obligations and duties to the City as the Surety under this Bond, and Surety does hereby waive notice of any such change in the Agreement Time or Agreement Sum. A copy of the Surety agent "Power of Attorney" also must be attached to this Bond instrument.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached a current Power of Attorney as required by this Bond.

PRINCIPAL EXECUTION:

ATTEST, SEAL OF PRINCIPAL: (if a corporation)

WITNESS: (if not a corporation)

By: 
Name: Regina Mott
Title: office manager
Date: 2-4-2025

(Name of Principal) Lott Brothers Construction Company, Ltd

By: 
Name: Michael White
Title: Lott Brothers Construction Company, Ltd.
by Lott Brothers GP, Inc., General Partner
by Michael White, Vice President
Date: 2-4-2025

Address of Principal: _____
406 North Lee Street, Suite 201, Round Rock, TX 78664

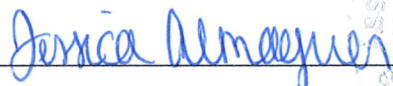
SURETY EXECUTION:

ATTEST, SEAL OF SURETY: (if a corporation)

WITNESS: (if not a corporation)

By: 
Name: Donnie D. Doan
Title: Director of Surety
Date: 2-4-2025

(Name of Surety) Endurance Assurance Corporation

By: 
Name: Jessica Almaguer
Title: Attorney-in-Fact
Date: 2-4-2025

Address of Surety: _____
8144 Walnut Hill Lane, 16th Floor, Dallas, TX 75231

**ACCEPTANCE BY CITY:
REVIEWED:**

City Attorney's Office
Date: _____

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

City Manager
Date: _____



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ('EAC'), **Endurance American Insurance Company**, a Delaware corporation ('EAIC'), **Lexon Insurance Company**, a Texas corporation ('LIC'), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ('BSIC'), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Ashlie Dooley, Barbara Shamard, Cassie Patton, Christen Tyner, Darrell Blaine Allen, Dawn Davis, Donnie D. Doan, E. Ryan Bowles, Helen Jones, Jessica Almaguer, Mistie Beck, Ryan J. Kinlin, Walter J. DeLaRosa**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

Richard M Appel

Richard M Appel

Richard M Appel

Richard M Appel

By:
Richard Appel; SVP & Senior Counsel

By:
Richard Appel; SVP & Senior Counsel

By:
Richard Appel; SVP & Senior Counsel

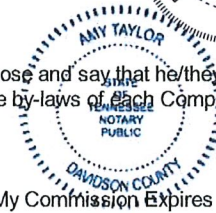
By:
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public – My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,**
and be it further
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this

4 day of Feb., 2025

By: *Daniel S. Lurie*, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



GMP #1 Offsite Utilities

Exhibit A -COST SUMMARY



College Station - Fire Station #7 - 95% OFFSITE GMP #1			Bid Date:	01/15/25	
Exhibit A - Bid Pckg #1 Cost Summary			Project Size:	16,475	
2981 Greens Prairie Rd, College Station TX					
		Adj. Total			
Trade Categories	1	W/ Contingency	% of Contract	Sub 1	PER SFT
GEN REQUIREMENTS		51,225	6.19%	LBCC	\$ 3.11
OFFSITE EROSION CONTROL / SWPPP		14,575	1.76%	0	\$ 0.88
Traffic Control (Signage & Barricades) ALLOWANCE		12,500	1.51%	Allowance	\$ 0.76
OFFSITE DEMO		15,995	1.93%	0	\$ 0.97
OFFSITE UTILITIES		265,585	32.09%	0	\$ 16.12
PAVEMENT MARKINGS - ALLOWANCE		2,500	0.30%	Allowance	\$ 0.15
LANDSCAPE RESTORATION - ALLOWANCE		5,450	0.66%	Allowance	\$ 0.33
FENCING REMOVE & REPLACE - ALLOWANCE		3,000	0.36%	Allowance	\$ 0.18
OFFSITE CONCRETE		50,488	6.10%	0	\$ 3.06
Offsite Fiber Ductbank (w/ Road Bores) - ALLOWANCE		150,000	18.13%	Allowance	\$ 9.10
Offsite General Conditions		143,189	17.30%	LOTT BROS	\$ 8.69
Offsite Insurance		6,081	0.73%	LOTT BROS	\$ 0.37
Offsite Builder's Risk		298	0.04%	LOTT BROS	\$ 0.02
Offsite Bond		11,776	1.42%	LOTT BROS	\$ 0.71
SUBTOTAL		\$732,661			\$ 44.47
Offsite Contingency		\$65,000	8.87%		
Offsite CM FEE		\$29,912	3.75%	FEE per Contract	
GMP #1 - OFFSITE TOTAL		\$827,573			

City of College Station
Fire Station #7
College Station, Texas

EXHIBIT B - LIST OF PLANS, SPECIFICATIONS AND ADDENDA

<u>Sheet #:</u>	<u>Sheet Name</u>	<u>PLANS</u>	<u>Plan Date</u>	<u>Stamp Date</u>
UTILITIES				
C0.0	Cover Sheet		11/26/2024	N/A
C0.1	General Notes		11/26/2024	N/A
C1.0	Demolition Plan		11/26/2024	N/A
C2.0	Traffic Control Plan - Dalton Lane Closure		11/26/2024	N/A
C2.1	Detour Map - Dalton Lane Closure		11/26/2024	N/A
C3.0	Erosion Control Plan		11/26/2024	N/A
C4.0	Grinder Pump Station Plan and Profile		11/26/2024	N/A
C4.1	Waterline Extension		11/26/2024	N/A
C5.0	General Details		11/26/2024	N/A
C5.1	Paving Details (1 of 2)		11/26/2024	N/A
C5.2	Paving Details (2 of 2)		11/26/2024	N/A
C5.3	Erosion Control Details		11/26/2024	N/A
C5.4	Utility Details		11/26/2024	N/A
C5.5	Utility Details (2 of 2)		11/26/2024	N/A
C5.6	Grinder Pump Station Details		11/26/2024	N/A

END LIST OF PLANS

City of College Station
Fire Station #7
College Station, Texas

EXHIBIT B - LIST OF PLANS, SPECIFICATIONS AND ADDENDA

<u>SPEC #</u>	<u>SPECIFICATIONS DESCRIPTION</u>	<u>DATE</u>
---------------	---------------------------------------	-------------

END LIST OF SPECIFICATIONS

City of College Station
Fire Station #7
College Station, Texas

EXHIBIT B - LIST OF PLANS, SPECIFICATIONS AND ADDENDA

ADDENDA

Date

END LIST OF ADDENDA

City of College Station
Fire Station #7
College Station, Texas

EXHIBIT B - LIST OF PLANS, SPECIFICATIONS AND ADDENDA

GEOTECH REPORT

Date

Geotechnical Report

6/3/2024

END LIST OF REPORTS



Exhibit C - Inclusions, Exclusions, Assumptions
College Station - Fire Station #7 - 95% OFFSITE GMP #1
2981 Greens Prairie Rd, College Station TX
Date: 01/29/25

#	Div. Ref.	Assumptions
1	26	Offsite Fiber Ductbank carried as Allowance
2	32	Assumes topsoil suitable for reuse with no soil amendments
3	32	Landscaping & Irrigation Restoration / Repair carried as Allowance
4	32	Fencing removal & replacement / repair carried as Allowance
5	32	Pavement Markings carried as Allowance
6	33	Assumes NO gas line or meter work. Any necessary adjustments by gas company and any associated fees paid for by owner
7	33	Excludes Tap, Impact, or Utility Set Up Fees, Utility Meters, Capital Recovery Fees, Maintenance Bonds
8	33	Any utility relocation or manhole/cleanout elevation adjustments not specifically called out are excluded
9	33	Offsite Utility Work Traffic Control carried as Allowance
10	33	2" Wastewater line assumed to be SDR9, SDR17 Yelomine RJ, or SDR21 pipe
11	33	12" Domestic Water Line to be DR14, C900 pipe
12	33	Wastewater line excludes ALL Work before STA 1+91.84 (No Grinder Pump Station)
13	33	Plan Sheet C5.6 is excluded entirely
14	33	Open-cut Concrete Street Detail on C5.2 - 2vf Flowable Fill in place of the Compacted Cement Stabilized Sand, indicated
15	33	Removal, relocation, or stabization of any existing power / light pole is excluded
16	General	Permit fees are excluded
17	General	Excludes LEED or Green Building requirements, certifications, or accreditations
18	General	Excludes material testing or any third party testing cost
19	General	Tax is excluded
20	General	Excludes any ROW permits
21	General	Excludes Abatement, assumes no HazMat in buildings or items to be demolished, no testing included- owner to provide letter certifying no HazMat
22	General	Excludes remediation of Cave or Karst Features
23	General	Excludes dewatering
24	General	Excludes owner allowances or contingencies
25	General	Excludes any jurisdictional requirements not specifically called out in plans or specifications
26	General	Excludes certified payroll
27	General	Proposal is valid for 30 days
29	General	Builder's Risk insurance is included
30	General	Umbrella Insurance Coverage of \$10 mil is included (can be raised as an additional cost if requested)
31	General	Jobsite security is excluded with the exception of temporary perimeter fence

Exhibit E - List of Allowances
College Station - Fire Station #7 - 95% OFFSITE GMP #1
2981 Greens Prairie Rd, College Station TX
Date: 1/31/2025

#	Assumptions
1	Traffic Control (Signage & Barricades)
2	Pavement Markings
3	Landscaping & Irrigation Restoration
4	Fencing removal & replacement
5	Fiber Ductbank (w/ Road Bores)

February 13, 2025
Item No. 9.4.
Zoning Board of Adjustments Appointments

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding appointments to the Zoning Board of Adjustments.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends approval.

Summary: Due to a lack of applications received in January, the Zoning Board of Adjustments is coming before you again to fill up to four alternate positions that have been open. Staff reopened the Zoning Board of Adjustments for applications in response to a request made by City Council at the January 9th Council Meeting. We received four applications after it was promoted on the city's website and social media. The remaining seats on the Zoning Board of Adjustments will be filled by these four candidates as Alternates for a two-year term if they are selected.

A packet containing applications and directory current board will be provided under separate cover.

Budget & Financial Summary: N/A

Attachments:

None

February 13, 2025

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 from the days of February 14th thru February 27th:

February 14th – Design Review Board Meeting
February 18th-19th – Council Strategic Planning Retreat
February 18th – Northgate Small Area Plan Committee Meeting
February 20th – Council Legislative Engagement Committee Meeting
February 20th – Business After Hours - Capital Farm Credit
February 20th – Planning & Zoning Commission Meeting
February 24th – Intergovernmental Committee Meeting
February 25th – Business Over Breakfast
February 25th – Council Transportation Committee Meeting
February 25th – Neighborhood Seminar Supper
February 26th – CSPD Annual Awards Banquet
February 27th – Council Meeting Day

Budget & Financial Summary: None.

Attachments:

None

February 13, 2025

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