



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#

August 28, 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.

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 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. 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. Approximately 8 acres of land located at 1508 Harvey Road.

b. Economic development agreement for a development generally located at the intersection of FM 2154 and High Prairie Road in the City's ETJ.

c. Economic development agreement with College Station Town Center, LP.

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

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

Speaker Protocol

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

5. Presentation - Proclamations, Awards, and Recognitions.

5.1. Presentation proclaiming the month of September 2025 as "Childhood Cancer Awareness," and declaring September 15, 2025 as Spirit Day for "Color Brazos Valley Gold."

Sponsors: Tanya Smith

Attachments: 1. 25 Childhood Cancer Awareness 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:

- August 12, 2025 Special Meeting
- August 14, 2025 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. SPM081225 DRAFT Minutes
2. CCM081425 DRAFT Minutes

7.2. Presentation, discussion, and possible action to authorize expenditure of funds for Fiscal Year 2026 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

Sponsors: Mary Ellen Leonard

Attachments: 1. 2026 Exemptions List Over \$100K

7.3. Presentation, discussion, and possible action on a construction contract with McDonald Municipal & Industrial (MM&I) in the amount of \$246,929 for construction services for the Public Works Fleet Services Building Emergency Generator, plus the City's contingency in the amount of \$24,693 for a total appropriation of \$271,622. 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. PW Fleet Services Generator Vendor Signed Contract
2. PW Fleet Services Generator Project Map

7.4. Presentation, discussion, and possible action on the purchase of replacement SCADA network devices from The Personal Computer Store, Inc. (Avinext) for \$416,032.43.

Sponsors: Glenn Gavit

Attachments: 1. Avinext Switch Quote

7.5. Presentation, discussion, and possible action on a Construction Manager at Risk (CMAR) Contract with RAVA Construction, LLC for the Public Works Facility Project. Funds in the amount of \$5,000,000 have been appropriated for this Project.

Sponsors: Jennifer Cain

Attachments: 1. Public Works Facility Project: List of responding firms for CMAR
2. Public Works Facility Project CMAR Vendor Signed Contract

7.6. Presentation, discussion, and possible action regarding a request to name the Senior League Fields 5 and 6 at Brian Bachmann Community Park as the Bill Whitehead Senior League Fields.

Sponsors: Kelsey Heiden

Attachments: 1. Proposal for Bill Whitehead Naming

7.7. Presentation, discussion and possible action on the Texas Settlement Subdivision Participation and Release Form for the Purdue and Sackler opioid settlement agreement, and the Texas Settlement Subdivision Participation and Release Forms for each opioid settlement agreement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

Sponsors: Adam Falco

Attachments: 1. Alovgen-EX.-K-Subdivision-Participation-Form-July-24-2025
2. Amneal-Exhibit-K-Subdivision-Participation-Form-July-24-2025

3. Apotex-Ex.-K-Subdivision-Participation-Form-July-24-2025
4. Hikma-Ex.-K-Subdivision-Participation-Form-July-24-2025
5. Indivior-Ex.-K-Subdivision-Participation-Form-July-24-2025
6. Mylan-Exhibit-K-Subdivision-Participation-Form-July-24-2025
7. Purdue - Gesa Ex K Subdivision Participation Form-1
8. Sun-Exhibit-K-Subdivision-Participation-Form-July-24-2025
9. Zydus-Ex.-K-Subdivision-Participation-Form-July-24-2025

- 7.8. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules", Section 38-1005 "Traffic Schedule V, School Zones" by amending school operational times and adding additional locations.

Sponsors: Randell Smith

Attachments: 1. School Zone Times Ordinance 2025

8. Workshop Agenda.

- 8.1. Presentation, discussion, and possible action regarding the Recreation Center Feasibility Study Phase 2 Update.

Sponsors: Kelsey Heiden

Attachments: 1. Rec Center Ph 1 Executive Summary
2. Rec Center Engagement Results Report
3. Rec Center Market Analysis Report
4. Rec Center ETC Findings Report
5. Rec Center Proforma Final Draft

- 8.2. Presentation, discussion, and possible action regarding destination wayfinding signage in College Station.

Sponsors: Jeremiah Cook

Attachments: 1. Wayfinding Signs Map
2. Current Wayfinding Signage Examples

9. Regular Agenda.

- 9.1. Public Hearing, presentation, discussion, and possible action on the City of College Station 2026 advertised ad valorem tax rate of \$0.511872 per \$100 valuation resulting in an increase in tax revenues. Also, discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.

Sponsors: Mary Ellen Leonard

Attachments: None

- 9.2. Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2025-2026 Budget; and presentation, discussion, and possible action ratifying the property tax revenue increase reflected in the budget.

Sponsors: Mary Ellen Leonard

Attachments: 1. Appendix A Ordinance - FY26 Budget

- 9.3. Presentation, discussion, and possible action on approval of an ordinance adopting the City of College Station 2025-2026 ad valorem tax rate of \$0.511872 per \$100 assessed valuation, the debt service portion being \$0.202668 per \$100 assessed valuation and the operations and maintenance portion being \$0.309204 per \$100 assessed valuation.

Sponsors: Mary Ellen Leonard

Attachments: 1. Appendix A - Ad Valorem Ordinance - FY25-26

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

Sponsors: Mary Ellen Leonard

Attachments: 1. FY26 Fee Resolution 6.16.25

- 9.5. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.114 acre portion of a 7.5-foot-wide Utility Easement located along the rear lot lines of Lots 1-5 and Lots 15-20, Block 2 of the Tauber Addition Subdivision, College Station, Texas according to the final plat recorded in Volume 133, Page 182 of the Deed Records of Brazos County, Texas.

Sponsors: Lucas Harper

Attachments: 1. Abandonment Application_401-411 Stasney
2. Vicinity Map
3. Location Map
4. Abandonment Ordinance

- 9.6. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.077 acre portion of a 7.5-foot-wide Utility Easement located along the rear lot lines of Lots 4-9, Block 1 of the Tauber Addition Subdivision, College Station, Texas according to the final plat recorded in Volume 133, Page 182 of the Deed Records of Brazos County, Texas.

Sponsors: Lucas Harper

Attachments: 1. Abandonment Application_311 Stasney
2. Vicinity Map
3. Location Map
4. Abandonment Ordinance

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 August 22, 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."

August 28, 2025
Item No. 5.1.
Childhood Cancer Awareness Month

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming the month of September 2025 as "Childhood Cancer Awareness," and declaring September 15, 2025 as Spirit Day for "Color Brazos Valley Gold."

Relationship to Strategic Goals:

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

1. 25 Childhood Cancer Awareness Month

Proclamation

Offices of the Mayors and County Judge

WHEREAS, childhood cancer is the leading cause of death by disease among children in the United States, with thousands diagnosed each year; and

WHEREAS, September is recognized nationally as Childhood Cancer Awareness Month to honor the lives lost, celebrate the courageous young fighters battling the disease, and support the survivors and their families; and

WHEREAS, our local community is committed to increasing awareness, supporting research, and encouraging community action to improve the lives of children and families affected by pediatric cancers; and

WHEREAS, our local community is proud to participate in the regional awareness initiative "Color Brazos Valley GOLD", uniting communities across the Brazos Valley to shine a light on childhood cancer throughout September; and

NOW, THEREFORE, We, Kyle Kacal, as County Judge of Brazos County, Bobby Gutierrez, as Mayor of the City of Bryan, and John P. Nichols, as Mayor of the City of College Station, and acting on behalf of our respective councils and commissioners court, do hereby proclaim September 2025 as

Childhood Cancer Awareness Month

and declare September 15, 2025, as

Spirit Day for "Color Brazos Valley Gold"

and encourage residents, businesses, schools, and organizations to participate in this campaign to raise awareness by wearing gold and supporting affected families, with the purpose of working together towards a future without childhood cancer.

BRAZOS COUNTY



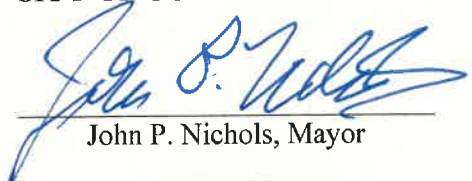
Kyle Kacal, Acting County Judge

CITY OF BRYAN



Bobby Gutierrez, Mayor

CITY OF COLLEGE STATION



John P. Nichols, Mayor



August 28, 2025
Item No. 7.1.
August 12th & 14th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

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

- August 12, 2025 Special Meeting
- August 14, 2025 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. SPM081225 DRAFT Minutes
2. CCM081425 DRAFT Minutes

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
AUGUST 12, 2025

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John P. Nichols, Mayor

Council:

Mark Smith, Mayor ProTem
William Wright
David White
Melissa McIlhaney – arrived late
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 Special Meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:05 p.m. on Tuesday, August 12, 2025, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. SPECIAL ITEMS

2.1. Presentation, discussion, and possible action on the proposed tax rate, budget, and capital improvement plan for the FY 2025-2026 budget.

Mayor Nichols opened for Citizens Comments.

James Murr, College Station, raised concerns to the Council about future plans for the city's mixed-use district, especially with uncertainties about the Highway 6 connection. He noted that over \$90 million is allocated for projects mainly benefiting Texas A&M and the City of Bryan, rather than residents south of 2818. Mr. Murr emphasized the need for long-term planning to avoid turning these areas into generic suburbs lacking walkability and character.

There being no further speakers, Citizen Comments was closed.

Bryan Woods, City Manager, presented an overview of the proposed no new revenue rate and the voter approval rate. Staff recommended 50.74 and your voter approval rate which is the highest you can adopt without going to the voters is 51.1874.

	Proposed FY26	Change	Certified FY26
No New Revenue Rate	46.7434 est.	2.3077	49.0511
Voter Approval Rate	48.8940 est.	2.2934	51.1874

NNR Impact Factor	Prior Year Average	FY26 Rate
Settled Litigation	3.02%	9.30%
Actual Refunds	\$370,990	\$1,084,308

Jeff Kersten, Assistant City Manager, presented an overview of the Capital Strategic Considerations:

- Guardrails to Consider
- Available Funds/Debt Capacity
- Previous Direction
- Discussion/Direction
- Staff to come back with funding source options
 - Existing Cash
 - CO/GO Debt Eligible Projects

Estimated Funds Available Over 5 Years - \$144 million

	FY26	FY 27	FY28	FY29	FY30
General Fund Discretionary	\$28,700	-			-
General Fund Unassigned	20,334	-			-
Total	\$49,034	-			-
Tax Supported Debt Capacity	5,000	20,000	20,000	20,000	30,000
Grand Total	\$54,034	\$ 20,000	\$ 20,000	\$ 20,000	\$ 30,000

Possible Capital Projects

Priority Projects From 7/16 Budget Workshop

- Public Works Facility
- Texas Independence Park
- Veterans Park Baseball Fields
- Local Music Statue

Projects Not in the Council Reserved Fund Balance

- Wolf Pen Creek
- Northgate
- Balcones Dr Extension
- Midtown Infrastructure
- Hensel Park
- Streets
- Drainage
- Other GO Projects
- Recreation Center
- Convention Center

Mayor Nichols opened for Citizens Comments.

Shelby Behm, College Station, highlighted that extending Midtown to Highway 6 would significantly impact residents' daily lives. She emphasized that improving this area would yield a considerable difference. Furthermore, she addressed the community's trust issues concerning various projects, including Midtown. While discussions are promising, it is actions and investments that truly matter to this community.

There being no further speakers, Citizen Comments was closed.

Council discussed the projects listed above and added investment in neighborhood parks to the list as a way to spur redevelopment.

3. Adjournment.

There being no further business, Mayor Nichols adjourned the Special Meeting of the City Council at 6:24 p.m. on Tuesday, August 12, 2025.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
AUGUST 14, 2025

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

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

City Staff:

Bryan Woods, City Manager
Jeff Kersten, Assistant 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 4:02 p.m. on August 14, 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 4:02 p.m. on August 14, 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
- Legal advice related to entering into settlement agreements regarding opioid settlements with Purdue and the Sacklers, and Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

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

- 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 Manager
- 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 with College Station Town Center, LP.
- Economic Development Agreement with Corinth Group, Inc.

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

Executive Session recessed at 6:27 p.m.

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

Invocation given by College Station Fire Department Captain John Kimbrough.

5. Hear Visitors Comments.

Anna Lowery, College Station, appeared before the Council to acknowledge the city's efforts on Rock Prairie and the progress being made. She also supported the recommendations by Shelby Behm and James Murr regarding access to and signage for the Midtown area.

Susan Ferreri, College Station, appeared before the Council to discuss the Rosewood Creek that flows through her property. She requested a water velocity test to gather data on the amount of water passing through the area. Ms. Ferreri explained that her personal retaining wall began to fail due to construction debris from upstream, which has caused significant water issues and introduced considerable silt and debris into the creek.

Shelby Behm from College Station thanked the Council for listening to Midtown area concerns and expressed hope for a positive outcome on signage and access as budget discussions continue. She echoed her neighbors' desire for Midtown to thrive and is excited about future conversations, feeling confident in the Council's position.

Cheryl Wenck, College Station, expressed her disappointment with the city for not prioritizing drainage issues in Emerald Forest. She also highlighted various problems in the drainage infrastructure that she feels the city is neglecting.

6. CONSENT ITEMS

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

Item 6.12 has been pulled from consent to a future agenda.

Items (6.4), (6.6), (6.13) and (6.14) were pulled by the Council for clarification.

(6.4) Brett Cast, Capital Projects Assistant Director, stated that this is a 24-month contract due to an open land agent position. To keep projects progressing and acquire necessary properties, a third party will be used to manage title issues. The former employee was a broker who is no longer on staff. While the position is currently vacant and interviews are ongoing, the intention is to fill it soon.

(6.6) Carl Ahrens, Planning and Development, explained that parking removal on the northeast side of First Street, 203 feet northwest of the First Street and Church Avenue intersection, was always intended from the time of platting. Signage is present but not listed in the Unified Development Ordinance's parking schedule, so it will be added.

(6.13) Councilmember Yancy provided information from the county Environmental Services Department and the Health Department about Bill 2844. He noted that the inspection authority will enable agreements between the Department of State Health Services and local health inspections. The health department is working on an intergovernmental agreement with the state to continue this activity. Councilmember Yancy explained that the bill will take effect on July 1, 2026, with program rules released by the state in May of 2026.

(6.14) Councilmember McIlhane thanked staff for their efforts in addressing overoccupancy over the last three years. She acknowledged that the ordinance being repealed is not perfect but knows staff is dedicated to making our city livable for all demographics and looks forward to finding other ways to address the symptoms of overoccupancy.

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

- **July 16, 2025 Special Meeting**
- **July 24, 2025 Council Meeting**

6.2. Presentation, discussion, and possible action regarding a general services contract with Buyers Barricades Houston, LLC in a not to exceed amount of \$135,273.60 for the 2025 TAMU Football Post Game Day Traffic Control.

6.3. Presentation, discussion, and possible action regarding Ordinance No. 2025-3603 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1012 "Traffic Schedule XII, Speed Limits," of the Code of Ordinances of the City of College Station, Texas establishing a speed limit on FM 2818 from State Highway 6 to the city limits.

6.4. Presentation, discussion, and possible action on a contract with Stateside Right of Way Services, LLC. not to exceed \$111,000 for Real Estate Services.

6.5. Presentation, discussion, and possible action on purchasing services for the installation of cameras for Parks buildings from The Personal Computer Store, Inc., dba Avinext in the amount of \$185,106.21.

6.6. Presentation, discussion, and possible action regarding Ordinance No. 2025-3604 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing on-street parking for sections of

Agarita Court, Coral River Road, Crossvine Lane, Dandelion Court, Lantana Way, Legendary Drive, Oldham Oaks Avenue, Rivercane Court, Storyteller Court, and Sudden Breeze Drive.

6.7. Presentation, discussion, and possible action regarding Ordinance No. 2025-3605 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time by removing parking on the northeast side of First Street within 203 feet northwest of the First Street and Church Avenue intersection, of the Code of Ordinances of the City of College Station, Texas, providing a severability clause; declaring a penalty; and providing an effective date.

6.8. Presentation, discussion, and possible action regarding Ordinance No. 2025-3606 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time" by removing parking on the northeast side of First Street between Patricia Street and Church Avenue, of the code of ordinances of the City of College Station, Texas, providing a severability clause; declaring a penalty; and providing an effective date .

6.9. Presentation, discussion, and possible action on a professional services contract with Freese and Nichols, Inc. in the amount of \$730,000 for the 2025 Water and Wastewater Master Plan Update.

6.10. Presentation, discussion, and possible action on approving the purchase of a meter test bench from Ferguson Enterprises LLC. Based on the current pricing, the expenditure for the meter test bench is: \$116,446.20.

6.11. Presentation, discussion, and possible action on purchasing replacement servers from The Personal Computer Store Inc., dba Avinext in the amount of \$186,550.

6.12. Presentation, discussion, and possible action on Resolution No. 08-14-25-6.12 granting the Mayor the authority to enter into a multiple-use agreement with TX DOT for the placement of cameras on State rights-of-way. (Pulled to future agenda)

6.13. Presentation, discussion, and possible action regarding Ordinance No. 2025-3607 repealing Chapter 8 "Businesses", Article VIII "Mobile Food Vendors".

6.14. Presentation, discussion, and possible action and discussion regarding Ordinance No. 2025-3608 repealing Chapter 26 over occupancy ordinances.

MOTION: Upon a motion made by Councilmember White and a second by Mayor Nichols, the City Council voted seven (7) for and none (0) opposed, to approve the Consent agenda with the exception of Item 6.12. The motion carried unanimously.

7. WORKSHOP ITEMS

7.1. Presentation, discussion, and possible action on the 2025-2026 ad valorem tax rate; and calling a public hearing on a proposed ad valorem tax rate for FY 2025-2026.

Mary Ellen Leonard, Finance Director, explained that the Texas Property Tax Code mandates an entity to hold one public hearing on the proposed tax rate if it intends to increase tax revenues above the no new revenue rate.

	Proposed FY26	Change	Certified FY26
Estimated No New Revenue	46.7434	2.3077	49.0511
Estimated Voter Approval	48.8940	2.2934	51.1874
NNR Impact Factor	Prior Year Average	FY26 Rate	
Settled Litigation	3.02%	9.30%	
Actual Refunds	\$370,990	\$1,084,308	

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 set the highest rate at the voter approval rate of 51.1872% and setting the public hearing on the proposed ad valorem tax rate will occur, Thursday, August 28, 2025 at 6:00 pm at the City Hall Council Chambers. The motion carried unanimously.

Mayor Nichols has announced that a public hearing on the proposed ad valorem tax rate will be held on Thursday, August 28, 2025, at 6:00 PM in the City Hall Council Chambers.

7.2. Presentation, discussion, and possible action regarding state law changes to the impact fee amendment process.

Anthony Armstrong, Planning and Development Director, stated that S.B. 1883 was adopted into law and will take effect on September 1, 2025. During the July 16th Council Budget Workshop, the Council requested a regular agenda item to consider changing the Roadway Impact Fee collection rate to \$0. With S.B. 1883's timing, the Council must establish a new Impact Fee Advisory Committee (IFAC). The current IFAC includes the Planning and Zoning Commission (P&Z) and two at-large members. Staff is seeking Council's guidance on the new IFAC composition and posting requirements. In addition, a timeline was provided for considering an amendment to the roadway impact fee.

S.B. 1883 (effective September 1, 2025):

- Approval of the imposition of an impact fee requires 2/3 of council.
- Impact fee cannot be increased within three years of previous adoption. * (excludes phased collection rates from timeline)
- Independent financial audit required before any new fee increase.
- Any amendment on Impact Fees requires 60-day notice.
- 50% of the IFAC must be representatives of the real estate, development, or building industries and are not governmental employees.

Impact Fee Advisory Committee Options

- Requirement that 50% be Development Community Members
- Currently 9 members – 7 P&Z and 2 Ad Hoc
- There must be at least 5 members
- Members of P&Z can still be appointed to the committee.

Mayor Nichols opened for Citizen Comments.

JT Laramore, College Station, addressed the Council on behalf of the Greater Brazos Valley Builders Association (GBVBA) to urge Council to reduce roadway impact fees to zero. He stated they believe this change would have minimal impact on the 2025 and 2026 budgets and would immediately lower housing prices by easing financial burdens, promoting economic development, and support community investment. Mr. Laramore also mentioned that SB1883 requires 50% of IFACC members to be real estate and development professionals and the GBVBA is prepared to help identify qualified individuals.

Lloyd Davis, College Station, addressed the Council on behalf of CSAN regarding impact fees. He advised that measurements should be identified before making changes, with a clear definition of success. Mr. Davis identified three focus groups: lower-income families close to home ownership, young professionals needing entry-level homes, and the need for affordable student housing. He argued that helping these groups could promote wealth through home ownership, support workforce growth, and attract businesses, boosting the local economy. Lastly, he recommended working with state officials to adopt an impact fee policy to meet community needs.

There being no further comments, Citizen Comments was closed.

The majority of the Council directed staff to move forward with a committee of 8 members comprised of 4 Development and Real-estate Community Members, up to 2 Planning and Zoning Commission Members, and 2 to 4 Ad Hoc Members. Staff will also return with two open-ended questions for potential applicants to the committee, which the Council will consider when the IFAC creation ordinance is brought forward.

The majority of Council directed staff to set a public meeting to have a hearing on setting the Roadway impact fees to zero on January 22, 2026.

8. REGULAR ITEMS

8.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4609 amending the Comprehensive Plan - Future Land Use & Character Map from General Commercial to Urban Residential for approximately 4.648 acres generally located south of the intersection of University Drive East and East Crest Drive.

Regular Items 8.1 and 8.2 were presented together.

8.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4610 amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from GC General Commercial, R Rural, and T Townhouse to MF Multi-Family (28.855 acres) and T Townhouse (9.385 acres) for approximately 38.24 acres generally located south of the intersection of University Drive East and East Crest Drive as well as at the terminus of Summit Crossing Lane.

Jeff Howell, Planning and Development, stated the applicant seeks to change the Comprehensive Plan Future Land Use and Character Map for approximately 4.648 acres southwest of University Drive East and East Crest Drive from General Commercial to Urban Residential. This change aims to support high-density multifamily and attached residential developments. The amendment is tied to a rezoning request for about 38.24 acres in the same area, shifting from GC General Commercial, R Rural, and T Townhouse to MF Multi-Family and T Townhouse. The land, currently vacant, includes parts of three un-platted properties. Initially zoned R Rural in 1980, portions were rezoned to T Townhouse in 2006

and GC General Commercial in 2008. The goal of these requests is to provide additional housing options and increase residential density. The proposed MF Multi-Family zoning will facilitate the planned multifamily development, which isn't allowed under the current zoning designations of R Rural, GC General Commercial, or T Townhouse.

This item was heard at the July 17th Planning and Zoning Commission meeting where the Commission voted 6-0 to recommend approval with the following condition: The 4.648 acres of land associated with the Comprehensive Plan Amendment (CPA2025-000001) be removed from the rezoning request.

At approximately 8:45 p.m., Mayor Nichols opened the Public Hearing.

Mike Gentry, College Station, informed the Council that they have successfully reached a reasonable compromise with Veronica Morgan.

There being no further comments, the Public Hearing was closed at 8:48 p.m.

(8.1) MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4609, amending the Comprehensive Plan - Future Land Use & Character Map from General Commercial to Urban Residential for approximately 4.648 acres generally located south of the intersection of University Drive East and East Crest Drive. The motion carried unanimously.

(8.2) MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4610, amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from GC General Commercial, R Rural, and T Townhouse to MF Multi-Family (28.855 acres) and T Townhouse (9.385 acres) for approximately 38.24 acres generally located south of the intersection of University Drive East and East Crest Drive as well as at the terminus of Summit Crossing Lane with the following condition: the 4.648 acres of land associated with the Comprehensive Plan Amendment be removed from the rezoning request. The motion carried unanimously.

9. 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.

Mayor Nichols mentioned the passing of former Fire Chief Landua.

Councilmember Wright highlighted Games of Texas and the hard work of our Parks staff.

10. 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 Wright reported on Legislative Engagement Committee.

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

Councilmember Yancy requested a future agenda item on Pebble Creek Parkway extension.

Councilmember White added on the future item for Pebble Creek Parkway extension item a request that it be discussed when the Comprehensive Plan comes to Council.

12. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 8:59 p.m. on Thursday, August 14, 2025.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

August 28, 2025
Item No. 7.2.
Annual Exemptions

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action to authorize expenditure of funds for Fiscal Year 2026 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Sustainable City

Recommendation(s): Staff respectfully recommends approval of the purchase requests as listed on the attached spreadsheet, and the authorization for the City Manager to approve contracts and expenditures that are on the exemption list.

Summary: Every fiscal year there are a number of expenditures incorporated in the approved budget that are not subject to competitive bidding or proposals. These expenditures are for sole source purchases; expenditures for personal, professional or planning services; captive replacement parts for equipment, and other exemptions more fully described in LGC 252.022 and other expenditures for interlocal contracts or fees mandated by state law. The intent of this item is for Council to authorize the expenditure(s) which will provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

Budget & Financial Summary: Funds are either available or budgeted for each of the listed purchase requests in the Fiscal Year 2026 budget in various funds of the City, or if necessary, will be made available by proposing an appropriate budget amendment or contingency transfer.

Attachments:

1. 2026 Exemptions List Over \$100K

2026 Annual Exemptions

	FY 2025 Approved	FY 2026 Request
LGC 252.022 (a)(7)(D) - Captive replacement parts or components for equipment; computer software/hardware maintenance; equipment lease/maintenance		
AngelTrax (Fleet Video/GPS/Diagnostic Product Maintenance)	\$107,202.90	\$107,000.00
Azteca (Cityworks Product Maintenance)	\$121,539.60	\$123,800.00
Tyler Technologies (MUNIS Product Maintenance and Services) <i>MUNIS is the City's Enterprise Resource Planning (ERP) system.</i>	\$178,389.45	\$187,000.00
CentralSquare (Inform Product Maintenance) <i>Annual maintenance fees for the Computer Aided Dispatch and automated Records Management System (CAD/RMS) used by Police and Fire Dispatch.</i>	\$330,474.14	\$369,000.00
Solid Border, Inc. (Palo Alto - Firewall Maintenance)	\$159,862.25	\$167,900.00
SHI (Enterprise Agreements for Microsoft 365 and P1 Licenses)	\$437,263.00	\$460,500.00
Centralsquare (Trakit Product Maintenance)	\$106,054.38	\$106,250.00
Kudelski Security (CrowdStrike)	-----	\$113,000.00
Freeit (Rubrik Support)	-----	\$152,537.00
Freeit (Nimble Support)	-----	\$137,000.00
Unique Digital (VMWare Support)	-----	\$123,000.00
Badger Meter, Inc. (Water Meters)	\$110,000.00	\$110,000.00
LGC 252.022(a)(7)(c) - Gas, water and other utility services		
City of Bryan (Utilities for wells and pump station)	\$1,000,000.00	\$1,100,000.00
Frontier (Local/Long Distance Phone Service)	\$175,000.00	\$240,000.00
Entergy (Well 8 & Well 9 electrical power)	\$300,000.00	\$300,000.00
Expenditures pursuant to established interlocal agreements (ILA's) with various agencies		
ILA with Brazos Central Appraisal District <i>This is the City's portion of the funding of the Brazos Central Appraisal District.</i>	\$860,000.00	\$989,000.00
ILA with City of Bryan (Library services) <i>Interlocal agreement with the City of Bryan for the management of the Larry J. Ringer Library. The library is owned by the COCS but is managed (O&M) by the City of Bryan.</i>	\$1,661,000.00	\$1,694,000.00
ILA with OMNIA Partners for Office Depot/ODB Business Solutions, LLC (Office Supplies) <i>Office Depot has a local store and two-day delivery for orders placed online.</i>	\$120,000.00	\$120,000.00
Brazos County Health Department <i>This expense is for the City's portion of the funding of the Brazos County Health Department.</i>	\$479,000.00	\$578,029.00
ILA with TASB (BuyBoard) Heil of Texas (OEM Parts/Services for Autocar Bodies)	\$185,000.00	\$200,000.00
ILA with TASB (BuyBoard) for GT Distributors to supply Police/Fire duty gear, body armor, firearms/ammo, SWAT equipment, etc.	\$375,000.00	\$375,000.00
ILA with TASB (BuyBoard) for Gall's Parent Holdings to supply Police/Fire/Code Enforcement uniforms and alterations	\$160,000.00	\$160,000.00
ILA with TASB (BuyBoard) for ProStar Industries, Inc. to supply janitorial and paper products	\$200,000.00	\$150,000.00
ILA with City of Midlothian for Bound Tree Medical to supply emergency medical supplies	\$300,000.00	\$300,000.00
Expenditures for mandated state fees		
TCEQ (inspections/assessments, permitting fees - W/WW) <i>Oversees all permitting, planning and monitoring of the state's water resources. These are mandated fees and the amounts requested each fiscal year are best estimates.</i>	\$200,000.00	\$200,000.00
BV Groundwater Conservation District - Assessment fees <i>These are mandated fees that are based on the amount of groundwater the City pumps. There is no rate increase; however, more pumping is anticipated due to increased population.</i>	\$270,000.00	\$350,000.00

August 28, 2025

Item No. 7.3.

Public Works Fleet Services Building Emergency Generator

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with McDonald Municipal & Industrial (MM&I) in the amount of \$246,929 for construction services for the Public Works Fleet Services Building Emergency Generator, plus the City's contingency in the amount of \$24,693 for a total appropriation of \$271,622. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This project consists of installing and commissioning one (1) 150 kW backup generator, one (1) 600 Amp automatic transfer switch (ATS), and (1) 600 Amp Disconnect Switch to serve the City of College Station Public Works Fleet Service building on W King Cole Drive.

The project was procured by Competitive Sealed Proposal (CSP) through RFP 25-057. Five (5) CSPs were received and reviewed. After evaluation and interviews, McDonald Municipal & Industrial (MM&I) were found to be the most qualified and offered the best value to the City based on the published selection criteria.

Budget & Financial Summary: A budget in the amount of \$435,000.00 is included in the General Fund. A combined total of \$ 41,045.43 has been expended or committed to date, leaving a balance of \$393,954.57 for this contract and related costs.

Attachments:

1. PW Fleet Services Generator Vendor Signed Contract
2. PW Fleet Services Generator Project Map



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300676 PROJECT #: GG2407 BID/RFP/RFQ#: RFP 25-057

Project Name / Contract Description: Public Works Fleet Services Building Emergency Generator

Name of Contractor: McDonald Municipal & Industrial (MM&I)

CONTRACT TOTAL VALUE: \$ \$246,929.00

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** N/A

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

Five (5) competitive sealed proposals (CSPs) were received. After review and first round of interviews, McDonald Municipal & Industrial (MM&I) were selected as

the most qualified based on the pre-determined criteria as outlined in the Request for Proposal, RFP (CSP) 25-057.

A budget in the amount of \$435,000.00 is included in the General Fund.

A combined total of \$ 41,045.43 has been expended or committed to date, leaving a balance of \$393,954.57 for this contract and related costs.

(If required)*

CRC Approval Date*: N/A **Council Approval Date*:** 8/28/2025 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

8/14/2025
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 McDonald Municipal & Industrial (the "Contractor") for the construction and/or installation of the following:
Public Works Fleet Service Building Emergency Generator.

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-Four Thousand Six Hundred Ninety-Three and No /100 Dollars (\$24,693.00).

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 Forty-Six Thousand Nine Hundred Twenty-Nine and No /100 Dollars (\$246,929.00).

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

**MCDONALD MUNICIPAL &
INDUSTRIAL**

By: Wayne Berkenmeier

Printed Name: Wayne Berkenmeier

Title: Vice President Special Projects

Date: 8/14/2025

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

ATTACHED...

Superseded General Decision Number: TX20240234

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 \$17.75 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 2025.
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 \$13.30 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 2025.

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	01/03/2025
1	03/07/2025
2	03/14/2025

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

* ELEV0031-003 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 53.59	38.435+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 10/01/2024

	Rates	Fringes
PLUMBER.....	\$ 39.98	11.61

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 (\$17.75) or 13658 (\$13.30). 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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were 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. The date, 01/03/2024 in the example, 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:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via

email to dba.reconsideration@dol.gov or by mail 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 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.

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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. 101562718

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, McDonald Municipal and Industrial-A Division of C.F. McDonald Electric, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto Merchants Bonding Company (Mutual), 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 forty six thousand, nine hundred twenty nine and 00 /100 Dollars (\$ 246,929.00) 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 Public Works Fleet Service Building Emergency Generator Project

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

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

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

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

Contract No. 25300676
Construction Agreement Over \$50,000
Form 04-20-2023

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. 101562718

FOR THE CONTRACTOR:

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

McDonald Municipal and Industrial- A Division of
C.F. McDonald Electric, Inc.

(Name of Contractor)

By: [Signature]

By: [Signature]

Name: Diane Dollar

Name: Wayne Berkenmeier

Title: Secretary/Treasurer

Title: Vice President Special Projects

Date: 8/28/2025

Date: 8/28/2025

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

Merchants Bonding Company (Mutual)
(Full Name of Surety)

By: [Signature]

6700 Westown Parkway

Name: Steven Hebert

West Des Moines, IA 50266

Title: Risk Advisor

(Address of Surety for Notice)

Date: 8/28/2025

By: [Signature]

Name: Maria Pallares

Title: Attorney-in-Fact

Date: 8/28/2025

FOR THE CITY:

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

REVIEWED:

City Attorney

City Manager

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

TEXAS STATUTORY PAYMENT BOND

Bond No. 101562718

THE STATE OF TEXAS

§

THE COUNTY OF BRAZOS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, McDonald Municipal and Industrial-A Division of C.F. McDonald Electric, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto Merchants Bonding Company (Mutual), a corporation organized and existing under the laws of the State of Iowa, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of two hundred forty six thousand, nine hundred and twenty nine and 00 /100 Dollars (\$ 246,929.00) 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 28th day of August, 2025, for Public Works Fleet Service Building Emergency Generator Project

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.

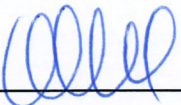
IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

Bond No. 101562718

FOR THE CONTRACTOR:

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

McDonald Municipal an Industrial-A Division of
C.F. McDonald Electric, Inc.
(Name of Contractor)

By: 

Name: Diane Dollar

Title: Secretary/Treasurer

Date: 8/28/2025

By: 

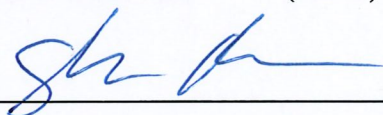
Name: Wayne Berkenmeier

Title: Vice President Special Projects

Date: 8/28/2025

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: 

Name: Steven Hebert

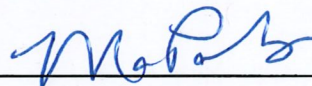
Title: Risk Advisor

Date: 8/28/2025

Merchants Bonding Company (Mutual)
(Full Name of Surety)

6700 Westown Parkway

West Des Moines, IA 50266
(Address of Surety for Notice)

By: 

Name: Maria Pallares

Title: Attorney-in-Fact

Date: 8/28/2025

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.

Contract No. 25300676
Construction Agreement Over \$50,000
Form 04-20-2023

MERCHANTS

BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amanda Naquin; Lisa Marroquin; Maria Pallares; Randi Meche; Russell Gourgues; Stephanie Castle; Stephanie Lucien; Summer Clay

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

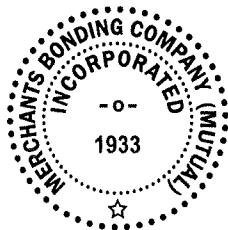
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.



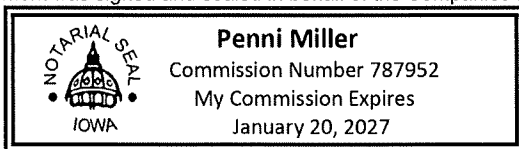
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

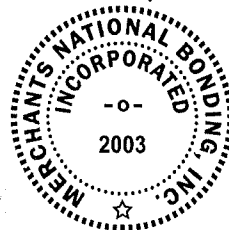
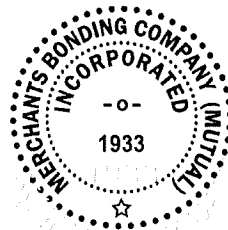


(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of August, 2025.



Secretary

POA 0018 (5/25)



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual)

To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Risk Services- Leavitt Insurance Agencies

Call: 3184843315

Mail: 2190 North Loop West, Suite 309 Houston, TX 77018

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/13/2025

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 Risk Services of Louisiana 333 Texas Street, Suite 1000 Shreveport LA 71101	CONTACT NAME: Michelle McCall PHONE (A/C, No, Ext): (318) 797-2422 E-MAIL ADDRESS: michelle-mccall@leavitt.com FAX (A/C, No): (318) 795-4892												
INSURED C F McDonald Electric Inc McDonald Municipal & Industrial 5044 Timber Creek Drive Houston TX 77017	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: The Phoenix Insurance Company</td><td>NAIC # 25623</td></tr><tr><td>INSURER B: The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C: Travelers Indemnity Company of Connecticut</td><td>25682</td></tr><tr><td>INSURER D: St Paul Surplus Lines Insurance Company</td><td>30481</td></tr><tr><td>INSURER E: Travelers Property Casualty Co. of America</td><td>25674</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: The Phoenix Insurance Company	NAIC # 25623	INSURER B: The Charter Oak Fire Insurance Company	25615	INSURER C: Travelers Indemnity Company of Connecticut	25682	INSURER D: St Paul Surplus Lines Insurance Company	30481	INSURER E: Travelers Property Casualty Co. of America	25674	INSURER F:	
INSURER A: The Phoenix Insurance Company	NAIC # 25623												
INSURER B: The Charter Oak Fire Insurance Company	25615												
INSURER C: Travelers Indemnity Company of Connecticut	25682												
INSURER D: St Paul Surplus Lines Insurance Company	30481												
INSURER E: Travelers Property Casualty Co. of America	25674												
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 2025 LIAB**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			DT-CO-A9854158-PHX	04/01/2025	04/01/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			810-A9854331	04/01/2025	04/01/2026	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
E	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUP-B1-693789-25-MF	04/01/2025	04/01/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
EACH OCCURRENCE	\$ 10,000,000																				
AGGREGATE	\$ 10,000,000																				
	\$																				
C	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	UB00A985440A	04/01/2025	04/01/2026	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ 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						
☒ 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																				
D	Professional Liability Pollution Liability			25SPS4PL1PF	04/01/2025	04/01/2026	<table><tr><td>Prof each error omission</td><td>1,000,000</td></tr><tr><td>Poll - each condition</td><td>10,000,000</td></tr><tr><td>Poll aggregate</td><td>10,000,000</td></tr></table>	Prof each error omission	1,000,000	Poll - each condition	10,000,000	Poll aggregate	10,000,000								
Prof each error omission	1,000,000																				
Poll - each condition	10,000,000																				
Poll aggregate	10,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)Project: Public Works Fleet Services Building
Emergency Generator**CERTIFICATE HOLDER****CANCELLATION**City of College Station
1101 Texas Ave.

College Station

TX 77840

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Risk Services of Louisiana		NAMED INSURED C F McDonald Electric Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

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

Complete Named Insured: C F McDonald Electric, Inc. ,
McDonald Municipal & Industrial, A Division of C F McDonald Electric, Inc.

Blanket additional insured with primary noncontributory wording as required by written contract for general liability, and automobile coverages

*

Blanket waiver of subrogation as required by written contract for general liability, automobile and workers compensation coverages

*

Blanket 30 day notice of cancellation except 10 days for non pay as required by writte contract for general liability, automobile and workers compenstaion

*

Workers compensation coverage includes maritime and USL&H

*

Pollution Professional liability policy includes Blanket additional insured including completed ops and primary non contributing along with waiver of subrogation and 30 day notice of cancellation . Also includes mold coverage.

*

Umbrella is follow form

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.

PROPOSAL FORM

Date: June 18, 2025

PROPOSAL FROM: McDonald Municipal & Industrial - A Division of C.F. McDonald Electric Inc.

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

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the construction of the new generator 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.

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

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

BASE PROPOSAL: Stipulated Total Bid of: (\$ 221,469.00)
Revised Proposal: Stipulated Total Bid of: (\$ 246,929.00) *WB*

CALENDAR DAYS: Total number of calendar days to substantial completion is 90 days.

RECEIPT OF ADDENDA

I hereby acknowledge receipt of the following Addenda: 06/10/2025 & 06/12/2025

CONTRACTOR NAME: McDonald Municipal & Industrial - A Division of C.F. McDonald Electric Inc.

CONTRACTOR SIGNATURE: 

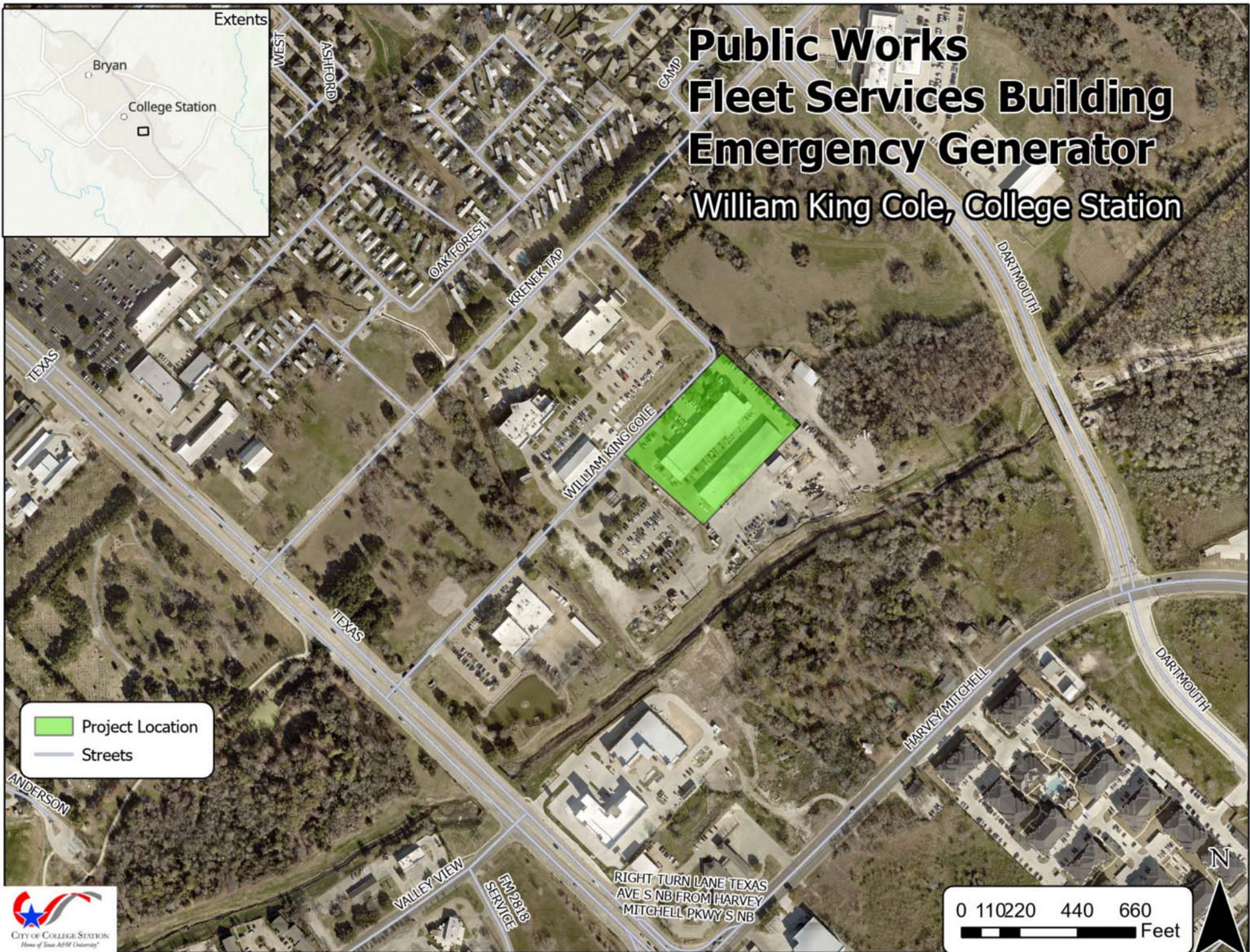
CSP 25-057 Best and Final Offer
Public Works Fleet Service Building 'Emergency Backup Generator
Bid Opening June 18, 2025 at 2:00 pm. CT

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.	Unit No.	Description	Unit	Estimated Quantity	Unit Price Labor	Unit Price Material	Unit Price Total	Extended Price Total
A-1	UMOB	Mobilization, Insurance, Bonds and Move-In Related Expenses not to exceed 10% of Total Bid. See Section 01 71 13 Of The B/CS Unified Specifications For Unit Description	LS	1	\$ -	\$ 20,000.00	\$ 20,000.00	\$20,000.00
A-2	UR2-5 (48"x24")	Labor for trenching. Excavation, backfill and compaction to be in accordance to the B/CS Unified Specifications Section 31 23 33. To include all materials, labor and equipment to complete the work.	Per Foot	40	\$ 25.00	\$ 2.00	\$27.00	\$1,080.00
A-3	UR3 (24")	Labor and material for backfill in the trenching. Excavation, backfill and compaction to be in accordance to the B/CS Unified Specifications Section 31 23 33. To include all materials, labor and equipment to complete the work.	Per Foot	40	\$ 5.00	\$ 1.00	\$6.00	\$240.00
A-4	UM50-P-4D	Labor and material to install (4) four 4" PVC Sch. 40 conduit	Per Foot	20	\$ 17.00	\$ 20.00	\$37.00	\$740.00
A-5	UM50-P-4C	Labor and material to install (2) two 4" PVC Sch. 40, (1) one 2" PVC Sch. 40 conduit,	Per Foot	35	\$ 12.00	\$ 12.00	\$24.00	\$840.00
A-6	UM50-P-4" 90	Labor and material for 4" PVC Sch. 40 90 degree bends	EA	12	\$ 10.00	\$ 25.00	\$35.00	\$420.00
A-7	UM50-P-2" 90	Labor and material for 2" PVC Sch. 40 90 degree bend	EA	3	\$ 25.00	\$ 30.00	\$55.00	\$165.00
A-8	UM50-G	Labor and material to install (1) one Cable Gutter	EA	1	\$ 250.00	\$ 1,200.00	\$1,450.00	\$1,450.00
A-9	UM50-T	Labor and material to install (8) eight Gutter Taps	EA	1	\$ 500.00	\$ 680.00	\$1,180.00	\$1,180.00
A-10	2-UD 350 MCM Cu 600V 1-UD 3C-#14	Labor and material to install (2) two sets of three phase 350 MCM Cu 600V, one set of #4/0 Cu and (1) one set of 3C-#14 AWG. To include all materials, labor and equipment to complete the work.	Per Foot	35	\$ 28.00	\$ 36.00	\$64.00	\$2,240.00
A-10A	2-UD 350 MCM Cu 600V	Labor and material to install (2) two sets of three phase 350 MCM Cu 600V and one set of #4/0 Cu. To include all materials, labor, termination and equipment to complete the work.	Per Foot	150	\$ 25.00	\$ 35.00	\$60.00	\$9,000.00
A-11	4-UD 350 MCM Cu 600V	Labor and material to install (4) four sets of three phase 350 MCM Cu 600V, one set of #4/0 Cu. To include all materials, labor and equipment to complete the work.	Per Foot	20	\$ 50.00	\$ 70.00	\$120.00	\$2,400.00
A-12a	Genator Lead time	Generator Lead time for delivery to site	Weeks					
A-12	150kW Gen Set	Generac SD0150 Labor and material to install (1) one 150kW Stand-By Emergency Generator	EA	1	\$ 3,000.00	\$ 108,460.00	\$111,460.00	\$111,460.00
A-13	600 Amp ATS	Generac TX611DN0600G3CH Labor and material to install (1) one 600 Amp Automatic Transfer Switch as shown in detail on Drawing MEI-18098-06.	EA	1	\$ 2,500.00	\$ 28,664.00	\$31,164.00	\$31,164.00
A-14	600 Amp Disconnect Switch	Siemens S-A HF366NRA 3P4W 600A 600V SW N3R Labor and material to install (1) one 600 A Disconnect switch with fuse.	EA	1	\$ 2,000.00	\$ 7,500.00	\$9,500.00	\$9,500.00
A-15	Backup Generator Pad	Labor and material to install (1) one concrete pad around 18' x 6.5' as shown in detail on Drawing MEI-18098-05.	EA	1	\$ 20,000.00	\$ 20,000.00	\$40,000.00	\$40,000.00
A-16	ATS Structure	Labor and material to install (1) one ATS structure and foundation	EA	1	\$ 500.00	\$ 500.00	\$1,000.00	\$1,000.00
A-17	Commissioning	Commissioning of Generator, ATS, and Disconnect switch.	LS	1	\$ 500.00	\$ -	\$500.00	\$500.00
A-18	Site Work	Removal of tree, vegetation and soil preparation	Sq Foot	300	\$ 1.00	\$ -	\$1.00	\$300.00
A-19	Site Restoration	Clean up and removal of all debris in construction area. Ground to be level to grade, top soil added as needed, and hydro-mulched according to B/CS Unified Specifications Section 32 92 13	LS	1	\$ 500.00	\$ 150.00	\$650.00	\$650.00
A-20	Grounding	Labor & Material to complete grounding as specified in unit drawing TM-400-20 on MEI-18098-07	LS	1	\$ 2,000.00	\$ 2,000.00	\$4,000.00	\$4,000.00
A-21	Training	Training program not less than 4 hours. Class limited to maximum 5 personnel	LS	1	\$ 250.00	\$ -	\$250.00	\$250.00
A-22	Existing Generator Removal	Labor & Material to haul existing generator to trailer provided by the City at project site.	LS	1	\$ 1,500.00	\$ 1,500.00	\$3,000.00	\$3,000.00
A-23	Demo	Labor & Material to demo all electrical infrastructure, existing pad and any miscellaneous infrastructure per project scope.	LS	1	\$ 5,000.00	\$ 350.00	\$5,350.00	\$5,350.00
TOTAL FOR GROUP A								\$246,929.00

Expected Completion Time	90	Days
---------------------------------	-----------	-------------

per addendum#2



August 28, 2025
Item No. 7.4.
Electric SCADA Network Updates

Sponsor: Glenn Gavit

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on the purchase of replacement SCADA network devices from The Personal Computer Store, Inc. (Avinext) for \$416,032.43.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends the purchase of Electric SCADA network devices in the amount of \$416,032.43 from Avinext.

Summary: The current network switches used for the City's Electric control systems have reached end-of-life status and need to be replaced to ensure continued security updates and to maintain uninterrupted reliable operation. This purchase would be for replacement of these end-of-life network switches, including redundant power supplies for Electric substations and control centers, plus required emergency spare equipment. The total cost for this purchase from Avinext is \$416,032.43.

Budget & Financial Summary: Funds for this project are available in the Electric Capital Improvement Funds.

Attachments:

1. Avinext Switch Quote



AV SAVVY. NETWORK SMART.

The Personal Computer Store, Inc.
1400 University Drive East - College Station, TX 77840
Phone 979-846-9727 Fax 979-268-1017
www.Avinext.com

Quotation

Quote #	Date
212694-A	07/24/25
Sales Rep	
Jonathan Reed 979-595-2798 Ext. reed@avinext.com	

For	Phones			
Caleb Hathaway City of College Station P.O. Box 9973, 1101 Texas Ave College Station, TX 77842 United States	(979) 764-3776			
PO #	Terms	Ship Date	Ship Via	
	Net 30 days			

	Part	Description	Qty	Price	Ext. Price
1	COMHPEDIR2	Hewlett Packard Enterprise DIR-TSO-4160 Contract	1	\$0.00	\$0.00
2	JL661A	Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72 1.8GHz - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet Buffer Memory - (48) 10/100/1000 BASE-T PoE+ ports supporting up to 30W per port, (4) 1/10/25/50G SFP ports - 1Gbps: 2.28Sec, 10Gbps: 1.46Sec, 25Gbps: 1.90Sec, 50Gbps: 3.49Sec - 110-120/208-240VAC (JL670A PSU), 100-240V AC (JL086A and JL087A PSU)	46	\$5,451.25	\$250,757.50
3	JL086A#ABA	HP X372 54VDC 680W 100-240VAC PS	92	\$431.51	\$39,698.92
4	JL669B	HPE Aruba Networking X751 Front to Back Fan Tray	46	\$268.21	\$12,337.66
5	R0X26C	ARUBA 6405 V2 SWITCH Aruba CX 6400 Switch Series - Management module: Quad Core ARM Cortex A72 1.8GHz - 16GB DDR4 ECC memory, 32GB eMMC Flash memory Line card: Dual Core ARM Cortex A72 1.8GHz - 4GB DDR4 memory Line card: 8MB shared packet buffer memory(R0X38A, R0X39A, R0X40A, R0X41A, R0X42A, R0X43A), 32MB shared packet buffer memory (R0X44A, R0X45A) - 110-127 / 200-240 VAC (power supplies sold separately)	4	\$6,588.75	\$26,355.00
6	R0X31A	Aruba 6400 Management Module	4	\$4,389.84	\$17,559.36
7	R0X40C	Gigabit Ethernet - Plug-In Module - SFP56 - Gigabit Ethernet	8	\$5,367.55	\$42,940.40
8	R0X35A#B2E	Aruba 6400 1800W PS/C16 Accessory L6-20 220V-NA	8	\$1,342.93	\$10,743.44
9		Spares			
10	JL661A	Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72 1.8GHz - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet Buffer Memory - (48) 10/100/1000 BASE-T PoE+ ports supporting up to 30W per port, (4) 1/10/25/50G SFP ports - 1Gbps: 2.28Sec, 10Gbps: 1.46Sec, 25Gbps: 1.90Sec, 50Gbps: 3.49Sec - 110-120/208-240VAC (JL670A PSU), 100-240V AC (JL086A and JL087A PSU)	1	\$5,451.25	\$5,451.25
11	JL086A#ABA	HP X372 54VDC 680W 100-240VAC PS	1	\$431.51	\$431.51
12	R0X31A	Aruba 6400 Management Module	1	\$4,389.84	\$4,389.84
13	R0X40C	Gigabit Ethernet - Plug-In Module - SFP56 - Gigabit Ethernet	1	\$5,367.55	\$5,367.55

	Part	Description	Qty	Price	Ext. Price
				SubTotal	\$416,032.43
				Sales Tax	\$0.00
				Shipping	\$0.00
				Total	\$416,032.43

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON
TOTAL PURCHASE - ALL SERVICES TO BE BILLED AT PUBLISHED RATES

August 28, 2025
Item No. 7.5.
Public Works Facility CMAR Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a Construction Manager at Risk (CMAR) Contract with RAVA Construction, LLC for the Public Works Facility Project. Funds in the amount of \$5,000,000 have been appropriated for this Project.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This project involves the design and construction of a new Public Works Facility, to include office space, maintenance shops, a fuel station, storage, and parking. Potential sites for final location of this project are still being reviewed for future recommendations.

The Construction Manager at Risk (CMAR) for pre-construction and construction phase services was solicited via a Request for Qualifications (RFQ) 25-046 on April 10, 2025. A total of six (6) RFQ submittals were received at that time. See list of responding firms attached. Interviews were held for two contractors. After evaluations and interviews, RAVA Construction, LLC was selected as the most qualified and best value to the city based on the published selection criteria.

RAVA Construction, LLC will provide pre-construction services (construction reviews, material coordination, scheduling, cost estimating, site evaluation, etc.) during the design phase, in coordination with the design team. Pre-construction phase services will be provided for \$145,000.

RAVA Construction, LLC may also provide construction phase services. Construction will be bid out through the CMAR, following all applicable procurement laws, and presented to the City Council for approval as a Guaranteed Maximum Price (GMP) for each construction phase(s) of the project.

The anticipated project cost is \$40M. The final project budget and any phasing opportunities will be identified during the design process in conjunction with the CMAR.

Budget & Financial Summary: Budget in the amount of \$5,000,000 is available in the General Government Capital Improvement Projects Fund. A total of \$386,970.45 has been expended or committed to date, leaving a balance of \$4,613,029.55 available for this CMAR contract and future costs.

Attachments:

1. Public Works Facility Project: List of responding firms for CMAR
2. Public Works Facility Project CMAR Vendor Signed Contract

Public Works Project

Project GG2505

RFQ 25-046

Construction Manager at Risk Contractor Selection

Firms Responding on April 10, 2025:

1. Bartlett Cocke General Contractors, LLC
2. Crain Group, LLC
3. Hoar Construction, LLC
4. EllisDon-Lott JV, LLC
5. MYCON General Contractors, Inc.
6. RAVA Construction, LLC



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300641 PROJECT #: GG2505 BID/RFP/RFQ#: RFP 25-046

Project Name / Contract Description: CMAR for New Public Works Facility - Pre-Construction Fee

Name of Contractor: RAVA Construction, LLC

CONTRACT TOTAL VALUE: \$ 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 N/A

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

Six (6) responses were received from RFP (CMAR) 25-046 New Public Works Facility project on April 10th, 2025. RAVA Construction was chosen as the most qualified and best value for this project.

Anticipated project estimate is \$45M. \$5M has been appropriated to date.

(If required)*

CRC Approval Date*: N/A Council Approval Date*: 8/28/2025 Agenda Item No*: TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

8/14/2025
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 AGREEMENT
BETWEEN CITY AND CONSTRUCTION MANAGER AT RISK**

This Agreement is entered into by and between the **City of College Station**, a Texas home-rule municipal corporation (the “City”) and RAVA Construction, LLC, a Texas Corporation (the “Construction Manager” or Contractor”) for the construction and installation of the following City Project: New Public Works Facility, as more particularly described in Paragraph 2.17 of this Agreement.

**ARTICLE I.
GENERAL CONDITIONS**

1. GENERAL PROVISIONS

1.01 Relationship of the Parties. The Construction Manager accepts the relationship of trust and confidence established with the City by this Agreement, and covenants with the City to furnish the Construction Manager’s reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the City for the Project. The Construction Manager shall furnish construction administration and management services and use the Construction Manager’s best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the City. The City shall endeavor to promote harmony and cooperation among the City, Architect, Construction Manager and other persons or entities employed by the City for the Project.

2. DEFINITIONS

2.01 Unless specifically defined, words used in this Agreement shall be interpreted according to their common usage or meaning to result in the most reasonable application. Unless otherwise designated, the following specific definitions (and others specifically defined in other paragraphs of this Agreement) shall apply whether a term or phrase appears in capital letters or in bolded, italicized, or underlined print.

2.02 Addenda. Addenda are written or graphic instruments issued prior to or at the execution of the Contract, which modify or interpret the proposal documents, including Drawings and Specifications, by additions, deletion, clarification, or corrections. Addenda will become part of the Agreement Documents when the Agreement is executed.

2.03 Approved, Approved Equal and Approved Equivalent, or Equal relate to the substitution of materials, equipment or procedure approved in writing by the Architect prior to receipt of proposals. The substitution procedure process to be followed prior to receipt of competitive sealed proposals is described in the instruction to proposers.

2.04 Calendar Day or Day. A “calendar day” or “day” is any day of the week or month, no days being excepted, and further, unless specifically designated as a “working day,” a day described in this Agreement is a calendar day.

2.05 City or Owner. Whenever the word “City” is used, it shall mean and be understood as referring to the City of College Station, Texas, acting by and through its City Council or

Representative. The terms “Owner” and “City” are synonymous as used in this Agreement.

2.06 City’s Representative. Whenever the words “City’s Representative” or “Representative” are used, it shall mean and be understood as referring to the City Manager or their delegate, who shall act as the City’s agent. The City’s Representative may inspect and issue instructions but shall not directly supervise the Contractor. The City’s inspector has authority to reject the Work for failure to comply with the Agreement Documents and/or applicable laws.

2.07 Agreement Documents. The term “Agreement Documents” shall mean those documents listed in Paragraph 3. The Agreement Documents form the Agreement for Construction. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended or modified only by a written Modification. The Agreement Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the City and a Subcontractor or Sub-subcontractor, (3) between the City and Architect or (4) between any persons or entities other than the City and Contractor. The Architect shall be entitled, however, to performance and enforcement of obligations of the Contractor under the Agreement intended to facilitate performance of the Architect’s duties.

2.08 Contractor. Whenever the word “Contractor” is used, it shall mean the person(s), partnership, or corporation or other business entity executing this Agreement with the City and that has agreed to perform the work described in this Agreement and the Agreement Documents; specifically, it shall mean the Construction Manager. Contractor and Construction Manager are synonymous as used in this Agreement.

2.09 Agreement Time. The “Agreement Time” is the period of time which is established in the Agreement Documents for Substantial Completion of the Work. This period of time is not subject to adjustment or extension without the written permission of the City.

2.10 Drawings. The Drawings are the graphic and pictorial portions of the Agreement Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

2.11 Extra Work. The term “Extra Work” shall mean and include work that is **not** covered or contemplated by the Agreement Documents but that may be required by the City’s Representative and approved by the City in writing **before** the work being done by the Contractor.

2.12 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.

2.13 Interpretation of Phrases. Whenever the words “directed”, “permitted”, “designated”, “required”, “considered necessary”, “prescribed”, or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of the 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 the City's Representative. In the interest of brevity, the Agreement Documents may omit modifying words such as "all" or "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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

2.15 Notice to Proceed. A notice that may be given by the Owner to the Contractor that directs the Contractor to start the Work.

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

2.17 Project. The term "Project" shall mean and include: (a) the City's New Public Works Facility project; and (b) all that is required to obtain a final product that is acceptable to the City for said project. The term "Work" shall have like meaning. The Project is the total construction of which the Work performed under the Agreement and Agreement Documents may be the whole or a part and which may include construction by the City or by separate contractors. All provisions of this Agreement pertain and relate to the successful completion of the Project herein described and no other development or construction project (past or present) of the City or Contractor.

2.18 Punch List. A comprehensive list prepared by the Contractor before Substantial Completion to establish all items to be completed or corrected; this list may be supplemented by the Architect or the City.

2.19 Specifications. The Specifications are that portion of the Agreement Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. Organization of the Specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Specifications are attached hereto as **Exhibit D** and are incorporated herein for all purposes.

2.20 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact 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.

2.21 Substantial Completion. The terms "Substantial Completion" and "Substantially Completed" mean that in the opinion of the City's Representative the Project (communicated through the procedure described in this section 2.21), including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Substantial Completion notice shall be given in writing by the City Manager or the City's Director of Capital Projects stating the existence of the requirements of this section 2.21 and the date Substantial Completion was accomplished. 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.

2.22 Work. The term “Work” means the construction and services required by the Agreement Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project. The Work includes all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Agreement Documents and all other items of cost or value needed to produce, construct and fully complete the Work identified by the Agreement Documents.

2.23 Working Day. A “working day” means any day not including Saturdays, Sundays, or legal holidays recognized by the City, and further, unless designated as a “working day,” a day described in this Agreement is a calendar day.

2.24 Other Specifically Defined Terms. The parties agree as follows:

(a) “**Agreement Sum,**” as described in Paragraph 15.01, is the total amount payable by the City to the Contractor for performance of the Work under the Agreement Documents, including authorized adjustments.

(b) “**Application for Payment,**” as described in Paragraph 15.03, means an itemized application for payment made by the Contractor and submitted to the Architect for operations completed in accordance with the Schedule of Values and an updated project schedule for the Work.

(c) “**Change Order,**” as described in Paragraphs 13.02, means a written instrument prepared by the City and reviewed by the Architect, which, when finalized, is signed by the City, Contractor and Architect, stating their agreement upon all of the following: (i) a Change in the Work; (ii) the amount of the adjustment, if any, in the Agreement Sum; and (iii) the extent of the adjustment, if any, in the Agreement Time.

(d) “**Change in Work,**” as described in Paragraphs 13.01-13.03, means an authorized change in the Work made the basis of a Change Order, Construction Change Directive, or order for a minor change in the Work.

(f) “**Construction Change Directive,**” as described in Paragraph 13.03, means a written order prepared by the Architect and signed by the City and Architect, directing a Change in the Work before an agreement on adjustment, if any, in the Agreement Sum or Agreement Time, or both.

(g) “**Guaranteed Maximum Price,**” as described in Paragraphs 23.03 and 26.02, means the sum of the estimated Cost of the Work and the Contractor’s Fee.

(h) “**Milestone Dates**,” as described in Paragraph 5.11, mean the dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Agreement Documents.

(i) “**Product Data**,” as described in Paragraph 5.13, means 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.

(j) “**Samples**,” as described in Paragraph 5.13, mean physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

(k) “**Schedule of Values**,” as described in Paragraph 15.02, means a written submission by the Contractor to the Architect for approval (to be submitted by the Contractor before the first Application for Payment), which submitted schedule fairly allocates the various portions of the Work, and is prepared in such form and supported by such data to substantiate its accuracy as reasonably required by the Architect.

(l) “**Shop Drawings**,” as described by Paragraph 5.13, mean 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.

2.25 General Interpretation. Unless otherwise stated in the Agreement Documents, words which have well-known technical, or construction industry meanings are used in the Agreement Documents in accordance with such recognized meanings. Unless otherwise designated in this Agreement, the past, present, or future tense shall each include the other, the masculine or feminine gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning. Unless otherwise designated, the numbered paragraph and subparagraph provisions of this Agreement will be referred to as numbered “paragraphs” or “subparagraphs,” however, it shall be understood that should “section” and “subsection” be used as a descriptive term to identify a specific provision of this Agreement, those terms are synonymous with “paragraph” and “subparagraph” in this Agreement.

3. THE AGREEMENT DOCUMENTS

3.01 The Agreement Documents and their priority shall be as follows:

- (a) This signed Agreement.
- (b) Addendum to this Agreement.
- (c) General Conditions.
- (d) Special Conditions.
- (e) Technical specifications.
- (f) Drawings.
- (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.

3.02 Distribution of Agreement Documents. 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.

3.03 Prohibition of Re-Use. 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 Agreement 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 Agreement Documents, models, mockups, or other representations are the property of the City. In the event of inconsistencies within or between parts of the Agreement Documents, the Contractor shall (a) provide the better quality or greater quantity of Work, or (b) comply with the more stringent requirement, either or both in accordance with the City's interpretation.

4. OWNER

4.01 Owner or City. The Owner is the person or entity identified as such in the Agreement. The term "Owner" means the City of College Station acting by and through its City Council or the City's Representative. The terms "Owner" and "City" are synonymous as used in this Agreement.

4.02 Presence of Owner or Architect. The presence of the City or Architect at the Work site does not imply acceptance or approval of Work.

4.03 Information and Services Required of the Owner. Information or services reasonably necessary for the Work and under the City's control shall be furnished by the City with reasonable promptness when requested in writing by the Contractor. In any instance where information or services from the City or Architect is required, Contractor shall promptly notify the Architect in writing, with a copy to the City, of the particular need. **Absent such notification, any claim based upon lack of such information or services shall be waived.**

4.04 Owner's Right to Stop the Work. If the Contractor fails to correct Work which is not in accordance with the requirements of the Agreement Documents as required by Paragraph 20.2 or fails to carry out Work in accordance with the Agreement Documents, the City may: (a) issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated, however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity; (b) terminate this Agreement; and/or (c) seek authorized remedies for a default of this Agreement.

4.05 Owner's Right to Carry out the Work.

(a) If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement Documents and fails within a seven-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 cost of correcting such deficiencies, including compensation for the Architect'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.

(b) After the Work is complete, the City may make emergency repairs to the Work, if necessary, to prevent further damage, or if the Contractor does not promptly respond to a notice of condition requiring repairs. Contractor shall be responsible to City for this cost if the repairs are due to the Contractor's defective Work. If payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the City.

4.06 Owner's Right to Use or Occupy.

(a) The City shall have the right to occupy or use without prejudice to the right of either party, any completed or largely completed portions of the Project, notwithstanding the time for completing the entire Work or such portions may not have expired. Such occupancy and use shall not constitute Substantial Completion or Final Completion of the Work, and shall not constitute acceptance of any Work not in accordance with the Agreement Documents.

(b) If such prior use delays the completion of the Project, the Contractor shall be entitled to extension of time, which claim shall be in writing with supporting data attached.

(c) Insurance and Bonds regarding property insurance requirements are required in the event of such occupancy pursuant to Paragraph 19.

5. CONTRACTOR

5.01 Contractor. The Contractor (also called Construction Manager) is the person or entity identified as such in the Agreement. The term "Contractor" means the Contractor or the Contractor's authorized representative.

5.02 Contractor to Perform the Work. The Contractor shall perform the Work in accordance with the requirements of the Agreement Documents and Sections 2269.255 through 2269.258 of the Texas Government Code regarding the conduct and activities of a Construction Manager at Risk.

5.03 Architect Activities and Tests. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Agreement Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

5.04 Review of Agreement Documents and Field Conditions by Contractor.

(a) The Contractor shall carefully study and compare the Agreement, Conditions of the Contract, Drawings, Specifications, Addenda, and Modifications and shall at once report to the Architect any error, inconsistency, or omission the Contractor discovers. 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 Agreement Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require. If the Contractor performs, authorizes, or directs any construction activity knowing it involves a recognized error, inconsistency or omission in the Agreement Documents without such notice to the Architect, the Contractor shall assume responsibility for such activity and shall pay the total amount of the attributable costs for correction. Contractor shall not be liable to City or Architect for any damage resulting from such error, inconsistency or omission which Contractor should not have discovered, or which Contractor did discover and at once so reported. Contractor shall not authorize or perform Work without approved Drawings and Specifications.

(b) If the Contractor fails to perform the obligations of Paragraph 5.4(a), the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations.

(c) The Contractor shall not be entitled to additional compensation for the “rework portion” of any additional work caused by its failure to carefully study and compare the Agreement Documents prior to execution of the Work.

(d) The Contractor shall make a reasonable attempt to interpret the Agreement Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observance of work prior to the Contractor’s field superintendent’s personal inspection of the Work and their determination that the Work complies with the Agreement Documents. The Contractor shall arrange meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractor(s) to ask for any interpretation it may require.

(e) If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Agreement Documents and this causes the Architect or its Consultants to expend an unreasonable amount of time in the discharge of the duties imposed on the Architect by the Agreement Documents, then the Contractor shall bear the cost of compensation for the Architect’s additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to above requirements before additional services are performed.

(f) If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor’s ability to satisfactorily perform with Work or to honor Contractor’s Warranty, Contractor shall promptly notify the Architect, in writing, providing substantiation for Contractor’s position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification.

5.05 Supervision And Construction Procedures.

(a) The Contractor shall perform, supervise, and direct the Work for the Project, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Agreement Documents give other specific instructions concerning these matters. If the Agreement Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences, or procedures may not be safe, the Contractor shall give timely written notice to the City and Architect, and the Contractor shall not proceed with that portion of the Work without further written instructions from the Architect.

(b) The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors for the Project. It is understood and agreed that the relationship of the Contractor to City shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant or employee of the City, or (2) to create any partnership, joint venture, or other association between City and Contractor. Any direction or instruction by City or any of its authorized representatives in respect of the Work shall relate to the results the City desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status described herein.

(c) The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

(d) Contractor shall execute the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted industry standards of construction management and practice for construction of projects similar to the Project, using qualified, careful and efficient workers and in conformity with the provisions of this Agreement and the other Agreement Documents.

5.06 Labor And Materials.

(a) Unless otherwise provided in the Agreement Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities, goods, fixtures, and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

(b) The Contractor may make substitutions only with the consent of the City, after evaluation by the Architect and in accordance with a Change Order.

(c) The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

5.07 Warranty.

(a) The Contractor warrants to the City and Architect that facilities, materials, goods, fixtures, and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Agreement Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Agreement Documents and recognized industry standards. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance (unless such maintenance is Contractor's responsibility), improper operation, or normal wear and tear. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials, goods, and equipment. The warranties set out in this Paragraph are not exclusive of any other warranties or guarantees set out in other places in the Agreement Documents or implied under applicable law.

(b) Before final payment, Contractor shall furnish any manufacturer warranties required by the Agreement Documents.

(c) When deemed necessary by the City, and prior to installation of any items specifically made subject to a performance standard or regulatory agency standard under any provision of the Agreement Documents, Contractor shall furnish proof of conformance to the Architect. Proof of Conformance shall be in the form of (1) an affidavit from the manufacturer certifying that the item is in conformance with the applicable standard, (2) an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the appreciated standard, or (3) such further reasonable proof as required by the Architect.

(d) The warranties of Contractor provided in Subparagraph 5.7(a) shall in no way limit or abridge the warranties of the suppliers of equipment and system which are to comprise a portion of the Work and all of such warranties shall be in form and substance as required by the Agreement Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third-party warranties or which otherwise results in prejudice to the rights of City under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby the City shall have a direct right, but not a duty, of enforcement of such warranty obligations.

(e) In the event of failure of materials, goods, fixtures, equipment, products, services, or workmanship, either during construction or the warranty period (which shall be two (2) years from the Date of Final Completion, except where a longer period is specified), the

Contractor shall take appropriate measures to assure correction or replacement of the defective items, whether notified by the City or Architect.

(f) Approximately eleven (11) months after Substantial Completion, the Contractor shall accompany the City and Architect on a complete inspection of the Project and be responsible for correcting any observed or reported deficiencies within thirty (30) calendar days.

5.08 Permits, Fees and Notices.

(a) Unless otherwise provided in the Agreement Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are secured after execution of the Agreement, and which are legally required when bids are received or negotiations concluded. All connection charges, assessments or inspection fees as may be imposed by any city or utility company are included in the Agreement Sum and shall be the Contractor's responsibility.

(b) The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders and all other requirements of public authorities applicable to performance of the Work. The Contractor shall procure and obtain all bonds (including without limitation performance and payment bonds) required of the City or the Contractor by the Agreement Documents. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material, and furnish the surety with any required information. The Contractor shall also obtain and pay all charges for all approvals for street closing and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

(c) It is not the Contractor's responsibility to ascertain that the Agreement Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes or should have observed that portions of the Agreement Documents are contrary therewith, the Contractor shall promptly notify the Architect and City in writing, and necessary changes shall be accomplished by appropriate Modification.

(d) If the Contractor performs Work which it knows or should have known to be contrary to applicable laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and City, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

(e) The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of or revising of services to the Project. The Contractor shall inform the Architect at once when the City's participation is required. Connections for temporary and permanent utilities required for the Work are the responsibility of the Contractor. Payment for temporary and/or permanent utility services through Final Completion of the Work shall be the responsibility of the Contractor.

5.09 Allowances.

(a) The Contractor shall include in the Agreement Sum all allowances stated in the Agreement Documents. These stated allowances represent the cost estimate of the materials, goods, fixtures, and equipment delivered and unloaded at the Project site. The Contractor's installation, labor, overhead, profit, and other expenses contemplated for the allowance for material, goods, fixtures, and equipment shall be included in an allowance only when called for in the Agreement Documents. The Contractor shall purchase the allowance for materials, goods, fixtures, and equipment as directed by the Architect based on the lowest responsive bids of at least three (3) competitive bids. If the actual cost of the materials, goods, fixtures, and equipment delivered and unloaded at the Project site is more or less than all the allowance estimates, upon City approval, the Agreement Sum will be adjusted accordingly by Change Order.

(b) The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 5.9(a), and (2) changes in Contractor's costs, subject to the limitations set forth at Paragraph 13.1(a)(1).

(c) Materials, goods, fixtures, and equipment under an allowance shall be selected with reasonable promptness by the City to avoid delays in the Work (provided that if a decision is needed by a certain date to avoid delay, Contractor shall notify Architect in writing sufficiently in advance of the needed date to allow reasonable time for selections).

5.10 Superintendent. The Contractor shall employ a competent superintendent (approved by the City) and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing by e-mail or by communication with a secure electronic signature. Other communications shall be similarly confirmed on written request in each case. Notwithstanding the foregoing, Contractor shall keep on the job the superintendent approved by City who shall not be transferred from the Project without City's consent (which shall not be unreasonably withheld). However, such obligation to furnish the superintendent shall not be construed (1) to preclude the promotion within Contractor's organization of any person assigned to the Project or (2) to give rise to any liability of Contractor if any person assigned to the Project leaves Contractor's employ. If City reasonably determines that any employee of Contractor or of its Subcontractors is careless or not qualified to perform the Work assigned to him, and City and Contractor cannot, after a diligent and good faith attempt, agree what action should be taken with respect to the removal or reassignment of such employee, the Contractor shall promptly remove such employee from the Project and replace such employee. At all times while procurement activities are being performed in Contractor's office, Contractor shall appoint an individual (approved by City, acting reasonably) authorized to act on behalf of Contractor and with whom City may consult at all reasonable times, and who shall be authorized to receive the instructions, requests, and decisions of City. All of Contractor's and Subcontractor's personnel shall comply with all applicable health, safety, risk management, and loss prevention rules and policies of applicable industry and regulatory standards. Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions in any material respect.

5.11 Contractor's Construction Schedules.

(a) The Contractor shall, promptly after executing the Contract, develop a construction schedule reasonably defining a plan for completing the Work within the required time. The format and detail of the schedule shall be in keeping with the size and complexity of the Project, and the schedule and all updates shall be subject to approval of the City and Architect. The schedule and any updates shall not exceed time limits current under the Agreement Documents including granted time extensions, and shall be revised at appropriate intervals as reasonably required by the City and Architect, shall be related to the entire Project (if more than one Agreement is involved in the Project), and shall provide for expeditious and practicable execution of the Work. All updated schedules shall address the subject of how the Contractor intends to overcome any delays previously encountered. The Contractor shall submit to the Architect with each monthly Application for Payment, a copy of the updated construction schedule as a prerequisite for approval of Applications for Payment.

(b) The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

(c) The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the City and Architect.

(d) The process of approving Contractor's schedules and updates to Contractor's schedules shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Contractor's schedules. Approval of a Contractor's schedule does not constitute a commitment by the City to furnish any Owner-furnished information or material any earlier than City would otherwise be obligated to furnish that information or material under the Agreement 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 to a minimum. The construction schedules shall be in a detailed format satisfactory to the City and the Architect and shall also: (1) provide a graphic representation of all activities and events that will occur during performance of Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Agreement Documents (hereinafter referred to as Milestone Dates). If not accepted, the construction schedules shall be promptly revised by the Contractor in accordance with the recommendations of the City and Architect and re-submitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedules and shall promptly advise the City of any delays or potential delays. The accepted construction schedules shall be updated to reflect actual conditions as set forth in Paragraph 5.11(a), if requested, by either the City or Architect. In the event any schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any schedule constitute an

adjustment in the Agreement Time, any Milestone Date, or the Agreement Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

5.12 Documents And Samples at The Site. The Contractor shall maintain at the site for the City one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the City upon completion of the Work.

5.13 Shop Drawings, Product Data and Samples.

(a) 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.

(b) Product Data means 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.

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

(d) Shop Drawings, Product Data, Samples, and similar submittals are not Agreement Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Agreement Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Agreement Documents. Review by the Architect is subject to the limitations of Paragraph 9.2(g). Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Agreement Documents. Submittals which are not required by the Agreement Documents may be returned by the Architect without action.

(e) The Contractor shall review for compliance with the Agreement Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Agreement Documents 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. Submittals which are not marked as reviewed for compliance with the Agreement Documents and approved by the Contractor may be returned by the Architect without action.

(f) By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Agreement Documents. If, in the opinion of the Architect, the shop drawings indicate a lack of study and the review by the Contractor is incomplete or indicate an inadequate understanding of the Work covered by the shop

drawings, prior to submittal to the Architect, the shop drawings will be returned, unchecked, to the Contractor for correction of any/all of these deficiencies for subsequent resubmittal.

(g) The Contractor shall perform no portion of the Work for which the Agreement Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

(h) 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 Agreement Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect 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 Architect's approval thereof.

(i) 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 Architect on previous submittals. In the absence of such written notice the Architect's approval of a resubmission shall not apply to such revisions.

(j) The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Agreement Documents for a portion of the Work or unless the Contractor needs to provide such services to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional (including a licensed architect or engineer) related to systems, materials, goods, fixtures, or equipment are specifically required of the Contractor by the Agreement Documents, the City and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by such a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The City and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the City and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Paragraph 5.13(j), the Architect will review, approve, or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Agreement Documents. The

Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Agreement Documents.

(k) Adequate copies of Shop Drawings for architectural, structural, mechanical, and electrical work shall be submitted to the Architect for review.

(l) The Contractor shall submit complete Drawings, Data and Samples to the Architect at least thirty (30) days prior to the date the Contractor needs the reviewed submittals returned. The Contractor shall be prepared to submit color samples on any key items within sixty (60) days of the execution of the Contract. Once samples of all key items are received, the Architect will finalize color selections.

(m) The Contractor shall submit the number of hard/physical copies of Samples which the Contractor and its Subcontractor(s) need for their use PLUS two (2) additional sets for the Architect, one (1) additional set for the City. Product data submittals shall be made digitally to Subcontractor(s), the Architect, and the City. Where Shop Drawings are involved, the Contractor shall submit digital versions to Subcontractor(s), the Architect, and City. After final review and correction of the submittal, Contractor shall send a corrected digital set to the Subcontractor(s), Architect and City.

(n) The Contractor shall provide composite drawings within three (3) months of Agreement signing showing how all piping, ductwork, lights, conduit, equipment, etc. will fit into the ceiling space allotted, including clearances required by the manufacturer, by code, or in keeping with good construction industry standards and practice. Space for all trade elements must be considered on the same drawing. Drawings shall be at ¼ inch per foot minimum scale and shall include invert elevations and sections required to meet the intended purpose.

5.14 Use of Project Site.

(a) The Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits and the Agreement Documents and shall not unreasonably encumber the site with materials or equipment.

(b) The Contractor's access to the Project site, parking, field office location, material and equipment storage, and confinement of said areas shall be coordinated with, and approved by the City before the Contractor's mobilization on the site. Once agreed upon, the Contractor shall not adjust or increase any of the above areas without prior consent by the Owner.

5.15 Cutting And Patching.

(a) The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

(b) The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the City or separate contractors by cutting, patching or

otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the City or a separate contractor except with written consent of the City and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the City or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

5.16 Cleaning Up.

(a) The Contractor shall keep the premises and surrounding area mowed and free from accumulation of weeds and waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for protection of the Work and shall repair or replace damaged work at Substantial Completion of the Work. The Contractor shall remove all temporary protections at the completion of the Work.

(b) If the Contractor fails to clean up as provided in the Agreement Documents, the City may do so, and the cost thereof shall be charged to the Contractor.

(c) Prior to the Architect's inspection for Substantial Completion, the Contractor shall: clean exterior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean goods, equipment, and fixtures to a sanitary condition; clean roofs; clean the Project site; sweep paved areas and rake clean other surfaces; and remove trash and surplus materials from the Project site.

5.17 Access To Work. The Contractor shall provide the City and Architect access to the Work in preparation and progress wherever located.

5.18 Royalties, Patents and Copyrights. The Contractor shall pay all royalties and license fees required for the Project. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the City and Architect harmless from loss on account thereof (as described in Paragraph 6), but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Agreement Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the City or Architect. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

6. INDEMNIFICATION AND RELEASE

6.01 Contractor Not Providing Architectural or Engineering Services. When the Contractor is not providing architectural or engineering services for the Project (such as when such services are not required by the Agreement Documents for a portion of the Work, or when the Contractor does not need to provide such services to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures), then the following indemnity and release provisions apply:

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 AGREEMENT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS AGREEMENT. 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. 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.

The indemnification contained above 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.**
- (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.**

Contractor's indemnification obligations in this Paragraph 6.01 shall survive termination, completion, abandonment and final payment.

REGARDING THIS RELEASE, 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 INTENTIONAL OR WILLFUL ACT, NEGLIGENCE, OR GROSS NEGLIGENCE OF THE CITY.

6.02 Contractor Providing Architectural or Engineering Services. When the Contractor is providing architectural or engineering services for the Project (such as when those services are required by the Agreement Documents for a portion of the Work, or when the Contractor needs to provide those services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures), then the following indemnity and release provisions shall apply pursuant to section 271.904 of the Texas Local Government Code, as amended, and other authority.

THE CONTRACTOR, AS THE INDEMNITOR, SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ALL DAMAGE OR LIABILITY (INCLUDING ALL MONETARY DAMAGES AND JUDGMENTS, LEGAL OR EQUITABLE RELIEF, COSTS, EXPENSES, COURT COSTS, INTEREST, REASONABLE ATTORNEY'S FEES, AND JUST AND LAWFUL OFFSETS AND CREDITS) REGARDING THE PROJECT TO THE EXTENT THAT SAID DAMAGE OR LIABILITY IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, AND COMMITTED BY SAID INDEMNITOR OR SAID INDEMNITOR'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH SAID INDEMNITOR EXERCISES CONTROL; HOWEVER, THIS INDEMNITOR OBLIGATION EXPRESSLY DOES NOT APPLY WHEN THE DAMAGE, LIABILITY, CLAIM OR JUDGMENT IS BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, THE CITY'S EMPLOYEE OR AGENT, OR OTHER PERSON OR ENTITY OVER WHICH THE CITY EXERCISES CONTROL.

REGARDING THIS RELEASE, 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 WORK ON THE PROJECT PERFORMED 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 SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE. 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 NOT APPLY WHEN SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE INTENTIONAL OR WILLFUL ACT, NEGLIGENCE, OR GROSS NEGLIGENCE OF THE CITY.

Notwithstanding anything stated to the contrary in this Paragraph 6.02, it is required that: (a) the City shall be included as an additional insured under the Contractor's general liability, business automobile liability, and excess/umbrella liability insurance policies, and the Contractor shall provide any and all defenses to the City as provided by those policies; and (b) a licensed engineer or registered architect performing the professional services of an engineer or architect under the Agreement on behalf of the Contractor, shall perform those professional services (i) with the professional skill and care ordinarily provided by competent Texas engineers or architects practicing under the same or similar circumstances and professional license, and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Texas engineer or architect.

Contractor's indemnification obligations in this Paragraph 6.02 shall survive termination, completion, abandonment and final payment.

7. REPRODUCIBLE RECORD DRAWINGS

7.01 Drawings. Required as part of Final Completion of the Project, the Contractor shall submit one (1) complete set of drawings with all changes made during construction, including concealed mechanical, electrical, and plumbing items.

8. ANTITRUST VIOLATIONS

8.01 Antitrust Violations. To permit the City to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Agreement which are under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et. seq. (1973). The Contractor shall include this provision in its agreements with each Subcontractor and

supplier. Each Subcontractor shall include such provision in agreements with sub-subcontractors and suppliers.

9. ADMINISTRATION OF THE CONTRACT

9.01 Architect.

(a) The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement. The term “Architect” means the Architect or the Architect’s authorized representative, or such successor Architect as City may appoint by written notice to Contractor from time to time.

(b) City shall notify Contractor when the duties, responsibilities, or limitations of authority of the Architect have been modified.

(c) If the employment of the Architect is terminated, the City may elect to appoint a replacement Architect, or at its option, elect to complete the Project using another consultant or representative to perform the balance of the Architect’s functions on the Work.

(d) Except as herein expressly provided, the Contractor shall not be relieved of its obligation to perform the Work in strict accordance with the Agreement Documents by the activities or duties of the Architect.

9.02 Architect’s Administration of the Contract.

(a) Certain portions of the administration of the Agreement will be performed by the Architect. The Architect shall not have the authority to act on behalf of the City unless such authority is expressly granted in the Agreement Documents or the City’s engagement agreement with the Architect, nor shall such authority be implied from any act or representation of the Architect. The City is free to elect to have some of the administration duties set out for the Architect to perform under the Agreement Documents performed by a Construction Manager or by employees of the City.

(b) The Architect, as a representative of the City, will visit the site at intervals appropriate to the stage of the Contractor’s operations (1) to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Agreement Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Agreement Documents, except as provided in Paragraph 5.05(a) In no event shall City or any other party have control over, be in charge of, or be responsible for construction

means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, since these are solely Contractor's responsibilities. City will not be responsible for the Contractor's failure to carry out the Work in accordance with the Agreement Documents. City will not have control over, be in charge of, and will not be responsible for the acts or omissions of Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

(c) The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Agreement Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

(d) Communications Facilitating Agreement Administration. Except as otherwise provided in the Agreement Documents or when direct communications have been specially authorized, the City and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the City.

(e) Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

(f) The Architect and the City (the City in consultation with the Architect), both have the authority to reject Work that does not conform to the Agreement Documents. Whenever the City or Architect considers it necessary or advisable for implementation of the intent of the Agreement Documents, the City or Architect will have authority to require additional inspection or testing of the Work in accordance with Paragraph 21.1 whether or not such Work is fabricated, installed or completed. However, neither this authority of the City or Architect, nor a decision made reasonably and in good faith either to exercise or not to exercise such authority, shall give rise to create or imply the existence of a duty or responsibility of the City or Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

(g) The Architect will review and approve or take other appropriate action upon the Contractor's submittals regarding this Agreement for the Project, including Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Agreement Documents. The Architect's action will be taken with such reasonable promptness, but no longer than fifteen (15) business days, as to cause no delay in the Work or in the activities of the City, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other

details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Agreement Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of its obligations. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(h) Upon direction of the City, the Architect will prepare Change Proposal Requests, Change Orders, and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 13.04.

(i) The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the City, for the City's review and records, written warranties and related documents required by the Agreement and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Agreement Documents.

(j) If the City and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Agreement Documents.

(k) The Architect will interpret and decide matters concerning performance under, and requirements of, the Agreement Documents on written request of either the City or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 9.02(k), then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until thirty (30) days after written request is made for them.

(l) Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Agreement Documents and will be in writing or in the form of drawings.

10. CLAIMS AND DISPUTES

10.01 Definition. A Claim is any demand or assertion by the Contractor that it should be paid more money than the Agreement Sum, as adjusted under the Change Order provisions herein, by the City because of action or inaction on the part of City, Architect, or any party for whom City is responsible, or any party with whom City has separately contracted for other portions of the Project, including but not limited to any demand or assertion that Contractor's performance has been delayed, interrupted or interfered with, that Contractor's performance has been accelerated, constructively accelerated, or suspended, that Contractor's performance has been wrongfully terminated, that the Agreement Documents have been misinterpreted, that there has been a failure

of payment, that Contractor has encountered concealed or unknown conditions, that Contractor has encountered hazardous materials, that there are problems with the Agreement Documents, or the timing of Architectural approvals or decisions, that action of the City have been intentionally wrongful or deceptive in any way to the Work, that the amount of time or money granted in a Construction Change Directive is inadequate, that an item treated as a minor change in the Work should have been treated as a Change Order, that a time extension granted was inadequate, or that Contractor is entitled to any other relief, on any legal theory, related to the Agreement Documents or Work. Nothing contained in this subparagraph shall be construed as creating any Contractor right to make a claim, where no such right otherwise exists.

10.02 Notice Requirement. Within fourteen (14) calendar days of the first occurrence of an event that Contractor has any reason to believe might result in a Claim, or within fourteen (14) calendar days of Contractor's discovery of the first occurrence of the event that Contractor has any reason to believe might result in a Claim (if the first occurrence of the event was willfully hidden from the Contractor), the Contractor shall file a written document clearly captioned "Notice of Claim" with City and Architect. The notice shall clearly set out the specific matter of complaint, and the impact of damages which may occur or have occurred as a result thereof, to the extent the impact or damages can be assessed at the time of the notice. If the impact or damages cannot be assessed as of the date of the notice, the notice shall be amended at the earliest date that is reasonably possible. Furthermore, the following matters are required:

- (a) Any Claim or portion of a Claim that has not been made the specific subject of a notice strictly in accordance with the requirements of this Paragraph shall be waived. It is imperative that City have timely, specific notice of any subject, the impact of which City may be in a position to mitigate.
- (b) No course of conduct or dealings between the parties, nor implied acceptance of alteration or additions to the Agreement Documents or Work, or changes to the Agreement Documents or Work schedule, shall be the basis for any claim for an increase in the Agreement Sum or change in the Agreement Time.

10.03 Claims Handling During Construction. After receipt of a Notice of Claim, the City may elect to refer the matter to the Architect or another party for review. Contractor will attend meetings called to review and discuss the Claim and mitigation of the problem and shall furnish any reasonable factual backup of 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 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 Work during the pendency of any claim, except in the event of termination or Work stoppage directed by City. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof, as follows regarding the alternative dispute resolution requirements of this Agreement:

No suit shall be filed by a Party regarding a dispute arising under or related to this Agreement unless the Parties first attempt to submit the dispute to mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary stated in this Agreement, however, a Party may file suit solely for injunction or mandamus relief regarding an aforesaid dispute without first submitting that dispute to mediation. The mediation shall be held in Brazos County, Texas within 30 days of a Party sending notice to the other Party requesting mediation, unless otherwise agreed in writing by the Parties. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Aggie Dispute Resolution Program, Texas A&M University School of Law, 1515 Commerce Street, Fort Worth, Texas 76102-6509 (800-733-9529 telephone).

10.04 Claims Handling Following Construction. The acceptance of final payment shall constitute a waiver of Claims by the Contractor which have not previously been identified in a timely Notice of Claim and specifically reserved in the final Application for Payment.

10.05 Claims for Concealed or Unknown Conditions. Only if conditions are encountered at the Project site which are (a) subsurface and not revealed or otherwise generally documented in a geotechnical report or other engineering or professional report or document, or otherwise concealed physical conditions which differ materially from those indicated in the Agreement Documents or (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Agreement Documents, then Contractor shall be entitled to make a Claim if it can satisfy all of the other requirements of Paragraph 9.

10.06 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Agreement Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 18.04.

10.07 Calculating Claim Amount. In calculating the amount of any Claim, the following standards will apply:

- (a) No indirect or consequential damages will be allowed.
- (b) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated losses of profits, or materials or labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.

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

(d) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the Schedule of Values, divided by the total number of calendar days of Agreement Time called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by the Contractor for job overhead costs shall be used.

(e) The maximum amount of all Claims proven by the facts to be due to the Contractor against the City under this Agreement is expressly agreed by the parties not to exceed in any event or set of circumstances an aggregate total of five percent (5%) of the Agreement Sum.

10.08 Liquidated and Other Damages.

(a) The amount of liquidated damages (as hereafter described) for the Construction Manager's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the parties 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. As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Construction Manager to achieve timely completion of the Work, if the Construction Manager 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 the Agreement Documents, then the Construction Manager does hereby agree as part of the consideration for the awarding of this Agreement that the Owner may permanently withhold from the Construction Manager's total compensation the sum of Two Hundred Fifty and No/100 DOLLARS (\$250.00) for each and every calendar day that the Construction Manager shall be in default after the time stipulated for Substantial 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 deadlines specified for Substantial Completion and/or Final Completion.

(b) Regarding all other conduct, acts, or omissions of the Contractor (being separate and distinct from the liquidated damage authorizing conduct of the Contractor described in Subparagraph (a) above) which constitute a breach or default of this Agreement, the City may pursue the recovery of all remedies, claims and causes of action (whether legal, equitable, or mixed), and all damages allowed by law, including without limitation: Agreement termination; the recovery of all actual and consequential damages; and the recovery of its incurred attorney's fees, expenses, court costs, interest, and all just and lawful offsets and credits.

(c) Notwithstanding anything to the contrary stated in this Agreement, any conduct, act, or omission committed by the Contractor which constitutes a breach or default of this

Agreement shall survive the: (1) City's acceptance of the Work performed under this Agreement; and (2) termination of the Agreement.

11. SUBCONTRACTORS

11.01 Definitions.

(a) A Subcontractor is a person or entity who has a direct agreement with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(b) A Sub-subcontractor is a person or entity who has a direct or indirect agreement with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

11.02 Award of Subcontracts and Other Contracts for Portions of the Work.

(a) Unless otherwise stated in the Agreement Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the City through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) and copies of all executed subcontract(s) proposed for each principal portion of the Work of the Project. The Architect will promptly reply (but in no event longer than 30 days from said written notice) to the Contractor in writing stating whether or not the City or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the City or Architect to reply promptly shall constitute notice of no reasonable objection.

(b) The Contractor shall not have a contractual agreement for the Project with a proposed person or entity to whom the City or Architect has made reasonable and timely objection. The Contractor shall not be required to have a contractual agreement with anyone to whom the Contractor has made reasonable objection.

(c) If the City or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the City or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Agreement Sum and Agreement Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Agreement Sum or Agreement Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

(d) The Contractor shall not change an approved Subcontractor, person or entity previously selected if the City or Architect makes reasonable objection to such substitute.

(e) The Contractor shall submit the list of proposed Subcontractors on a form approved by the City.

(f) The Contractor and Subcontractors are required to visit the site and completely familiarize themselves with the existing conditions prior to the submission of Proposal(s). No additional increase in the Agreement amount will be provided when existing or known conditions require a certain amount of work to comply with the intent of the Agreement Documents.

11.03 Subcontractual Relations. By appropriate written agreement with the Subcontractor, the Contractor shall require each Subcontractor, to the extent of the Work for the Project to be performed by the Subcontractor, to be bound by the terms of the Agreement Documents, and to assume all obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the City and Architect. Each subcontract agreement shall preserve and protect the rights of the City and Architect under the Agreement Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Agreement Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Agreement Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

11.04 Contingent Assignment of Subcontracts.

(a) Each subcontract agreement for a portion of the Work for the Project shall be assigned in writing by the Contractor to the City provided that the:

1. assignment is effective only after termination of the Agreement by the City for cause pursuant to Paragraph 22.02 and only for those subcontract agreements which the City accepts by notifying the Subcontractor and Contractor in writing; and
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

(b) City shall only be responsible for compensating Subcontractor for Work done or materials furnished after the date City gives written notice of its acceptance of the assigned subcontract agreement.

(c) Each Subcontract and assignment shall provide that the City shall only be responsible to the Subcontractor for those services and materials furnished by the Subcontractor subsequent to the City's exercise of any rights under this contingent assignment.

11.05 Responsibility. Contractor shall be fully responsible for the performance of its Subcontractor, including those selected or approved by the City.

12. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

12.01 Owner's Right to Perform Construction and to Award Separate Contracts.

(a) The City reserves the right to perform other construction work, maintenance, and repair work near or adjacent to the Project site during the time period of the Work. Owner may perform other Work with separate contractors. City shall have access to the site at all times.

(b) When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Agreement Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

12.02 Mutual Responsibility.

(a) The Contractor shall afford the City and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Agreement Documents.

(b) If part of the Contractor's Work depends for proper execution or results upon construction or operations by the City or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the City's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

(c) The City shall be reimbursed by the Contractor for costs incurred by the City which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor.

(d) The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the City or separate contractors as provided in Paragraph 18.02(e).

(e) The City and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 5.15.

12.03 Owner's Right to Clean Up. If a dispute arises among the Contractor, separate contractors and the City as to the responsibility under their respective contracts for maintaining the premises

and surrounding area free from waste materials and rubbish, the City may clean up and the Architect will allocate the cost among those responsible.

13. CHANGES IN THE WORK

13.01 General.

(a) Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Construction Change Directive or order for a minor change in the Work. The Agreement Sum and/or Agreement Time may be increased for changes in the Work if the provisions of this Paragraph have been met.

1. No change in the Agreement Sum and/or Agreement Time will be allowed for a change in the Work unless prior to performing the changed Work, the Contractor has provided the City in writing a proposal for any change in price and/or change in Agreement Time caused by the change in Work, and a Change Order is subsequently executed. A field directive or field order shall not be recognized as having any impact upon the Agreement Sum or the Agreement Time, and Contractor shall have no Claim therefore, unless it shall, prior to complying with the directive and in any event within fourteen (14) calendar days of receiving the directive, submit a change proposal to the City, and a Change Order is subsequently executed, or Contractor satisfies the requirements of Paragraph 10. Contractor's proposal shall be subject to City's acceptance and remain irrevocable for a period of sixty (60) calendar days after receipt by City. Thereafter, Contractor reserves the right to resubmit such change proposal upon different pricing and time of performance terms.

(b) A Change Order shall be based upon agreement among the City, Contractor, and Architect. A Construction Change Directive requires agreement by the City and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

(c) Changes in the Work shall be performed under applicable provisions of the Agreement Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Paragraph 13.03, a change in the Agreement Sum or the Agreement Time shall be accomplished only by Change Order.

(d) The Contractor, upon receipt of written notification by the Architect of a proposed item of change in the Work, shall prepare as soon as possible a Change Proposal in such form or forms as directed by the City. The parties further agree as follows:

1. Each separate Change Proposal shall be numbered consecutively and shall include material costs, labor costs, fees, overhead and profit. The Change Proposal shall specify all costs related to the proposed change in the Work, including any disruption or impact on performance.

2. The Subcontractor's itemized accounting shall be included with the Change Proposal.
3. If a Change Proposal is returned to the Contractor for additional information or if the scope of the proposed change in the Work is modified by additions, deletions or other revisions, the Contractor shall revise the Change Proposal accordingly and resubmit the revised Change Proposal to the City and Architect.
4. A revised Change Proposal shall bear the original Change Proposal number suffixed by the letter "R" to designate a revision in the original Change Proposal. If additional revisions to a revised Change Proposal are necessary, each subsequent revision shall be identified by an appropriate numeral suffix immediately following the "R" suffix.
5. Upon written approval of a Change Proposal by the City, the City will prepare a Change Order authorizing such Change in Work.
6. The Contractor shall request extensions of the Agreement Time due to changes in the Work only at the time of submitting its Change Proposal. **Contractor's failure to do so shall represent a waiver of any right to request a time extension.**

13.02 Change Orders.

(a) The Contractor makes a written request for a Change Order by submitting a written Change Proposal. A Change Order is a written instrument prepared by the City and reviewed by the Architect. When finalized, a Change Order is signed by the City, Contractor and Architect, stating their agreement upon all of the following:

1. change in the Work; and
2. the amount of the adjustment, if any, in the Agreement Sum; and
3. the extent of the adjustment, if any, in the Agreement Time.

(b) Pursuant to Section 252.048(d) of the Texas Local Government Code:

1. The Guaranteed Maximum Price ("GMP") 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 agreement amount may be made or approved by the City Manager or their delegate if the change order is 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.
2. For construction contracts funded in whole or in part by Certificates of Obligations, an Agreement with a GMP of \$1 million or more may not be increased

by more than twenty-five percent (25%). If a change order for a construction Agreement funded in whole or in part with certificates of obligation that has a GMP of less than \$1 million increases the Agreement amount to \$1 million or more, subsequent change orders may not increase the revised Agreement amount by more than twenty-five percent (25%). Written change orders may be made or approved by the City Manager or their delegate if the change order is 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.

(c) Methods used in determining adjustments to the Agreement Sum may include those named below:

1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. unit prices stated in Agreement Documents or subsequently agreed upon;
3. a determination in a manner agreed upon by the parties and a mutually acceptable fixed fee, or the percentage fee established at Subparagraph 13.3(f), or
4. as provided in Subparagraph 13.3(g).

(d) Agreement on any Change Order shall constitute a final settlement of all Claims by the Contractor directly or indirectly arising out of or relating to the Change in Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs and impact costs associated with such change and any and all adjustments to the Agreement Sum and the Agreement Time.

13.03 Construction Change Directives.

(a) A Construction Change Directive is a written order prepared by the Architect and signed by the City and Architect, directing a change in the Work prior to an agreement on adjustment, if any, in the Agreement Sum or Agreement Time, or both. The City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Agreement Sum and Agreement Time being adjusted accordingly.

(b) A Construction Change Directive shall be used in the absence of a total agreement on the terms of a Change Order.

(c) The Construction Change Directive shall include a unilateral change in the Agreement Sum and/or Agreement Time reflecting the City's view of the appropriate change in the Agreement Sum and/or Agreement Time for the Change in Work covered by the Construction Change Directive. Until an agreement is reached by the City and Contractor on these issues for a Change Order, the changes in Agreement Sum and

Agreement Time set out in the Construction Change Directive shall be used for Schedule of Values, payment and scheduling purposes.

(d) Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Agreement Sum or Agreement Time.

(e) A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Agreement Sum and Agreement Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

(f) In the absence of an agreement between City and Contractor on the proper change to the Agreement Sum or Agreement Time because of a change in the Work, Contractor may treat the matter as a Claim under Paragraph 10. In such event, the Contractor shall be entitled to recover only the amount by which the Cost of the Work has been reasonably increased over the Cost of Work without the change in the Work, plus five percent (5%).

(g) Pending final determination of the cost of a Construction Change Directive to the City, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the City for a deletion or change which results in a net decrease in the Agreement Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

13.04 Minor Changes in the Work. The Architect will have authority to order minor changes in the Work not involving adjustment in the Agreement Sum or extension of the Agreement Time and not inconsistent with the intent of the Agreement Documents. Such changes shall be effected by written order and shall be binding on the City and Contractor. The Contractor shall carry out such written orders promptly.

13.05 Changes Funded by Allowances. Allowances balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead and profit mark-up when changes in the Work are funded by one of the Allowances.

14. TIME

14.01 Definitions.

(a) Unless otherwise provided, Agreement Time is the period of time, including authorized adjustments, allotted in the Agreement Documents for Substantial Completion of the Work.

(b) The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons, or entities for whom the Contractor is responsible.

(c) The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 16.

14.02 Progress and Completion.

(a) Time limits stated in the Agreement Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Agreement Time is a reasonable period for performing the Work.

(b) The Contractor shall not knowingly, except by agreement or instruction of the City in writing, prematurely commence operations on the Project site or elsewhere prior to Contractor obtaining all bonds required by the Agreement and before the effective date of insurance required by Paragraph 19 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Agreement Documents or a Notice to Proceed given by the City, the Contractor shall notify the City in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

(c) The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Agreement Time.

14.03 Delays and Extensions of Time.

(a) If the Contractor is delayed in performing Work that is critical to the overall completion of the Work by an act or neglect of the City or Architect, or a separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, unavoidable casualties, including fire, or by unusually adverse weather conditions, as defined below, then the Agreement Time shall be extended for a reasonable time to reflect the impact of the delay on Work critical to achieve Substantial Completion within the Agreement Time, provided the performance of the Work was not delayed by any other cause for which the Contractor is not entitled to an extension in the Agreement Time under the Agreement Documents. Adjustments in the Agreement Time will be permitted for a delay only to the extent such delay is not caused or could not have been anticipated by the Contractor and could not be limited or avoided by the Contractor's timely notice to the City of the delay, and only if Contractor satisfies the conditions of Paragraph 14.03(b). Contractor has the burden to prove that any of the foregoing alleged causes of delay significantly impacted construction progress on the critical path, as a condition precedent to any extension of Agreement Time.

(b) Weather delays include "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).

(c) On or before the fifteenth (15) day of each month of the Work, Contractor shall submit in writing a request for all time extensions to which it believes itself to be entitled for the preceding month, other than time extensions for changes in Work, which are to be submitted in accordance with the requirements of Paragraph 13. If Contractor's request for time extension for changes in the Work is denied and Contractor wishes to pursue the matter, Contractor shall submit in writing a request for that extension by the fifteenth (15) day of the month following the denial. **Any claim for time extension not submitted under the terms of this Subparagraph shall be waived.**

(d) City, after consultation with the Architect, may grant time extensions to the extent it believes them to be proper. Time extensions granted by the City may be incorporated into schedules for completion of the Work. In the event that Contractor believes that it is entitled to additional time extensions beyond those granted by the City, it may make a claim for them provided it can meet the requirements of Paragraph 10.

15. PAYMENTS AND COMPLETION

15.01 Agreement Sum. The Agreement Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Contractor for performance of the Work under the Agreement Documents

15.02 Schedule of Values. Before the first Application for Payment, the Contractor shall submit to the Architect a Schedule of Values fairly allocating the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as reasonably required by the Architect. Once approved by the Architect and updated for changes in the Work, the Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment and is not to be taken as evidence of market or other value. The Schedule of Values shall not overvalue early job activities. The Contractor's Fee shall be shown as a single separate item. The Schedule of Values shall follow the trade divisions of the Specification so far as practicable.

In order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on forms approved by the Owner, and shall include the following:

(a) Contractor's costs for Contractor's Fee, bonds and insurance, mobilization, etc., shall be named as individual line items.

(b) Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, paving, etc. These subdivisions shall appear as individual line items.

(c) On major subcontracts, such as mechanical, electrical, and plumbing, the Schedule of Values shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation of fixtures, start up, etc.)

(d) Costs for subcontract Work shall be named without any addition of Contractor's costs for overhead, profit or supervisions.

(e) Where payment for stored materials may be requested prior to installation, material and labor shall be named as separate line items.

(f) Sample pages from an approved Schedule of Values are included following this document.

15.03 Applications for Payment.

(a) At the time specified in the Agreement, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values and an updated project schedule for the Work. Such application shall be notarized and supported by such data fully evidencing and substantiating the Contractor's right to payment. The City requires the submission of copies of requisitions, billings, and invoices from the Contractor, Subcontractor(s) and material suppliers, all self-performed billings and invoices, all applicable payrolls, etc. Applications for Payment should also reflect retainage (if applicable). Unless otherwise agreed, the Contractor shall submit requests for payment in quadruplicate originals using for the "top sheets", originals of APPLICATION AND CERTIFICATE FOR PAYMENT; continuation sheets showing in detail the amounts requested, etc., may be submitted on CONTINUATION SHEET(S) in a format approved by the Architect. All blank spaces must be completed, and the signatures of the Contractor and Notary Public shall be original on each form. By submitting its Application for Payment, the Contractor certifies that the individual signing the application is authorized to do so. Additionally, if the Contractor prepares its Application for Payment utilizing "Excel" spreadsheet software, it shall submit a "thumb drive" or otherwise make such spreadsheet available electronically with each application for payment to facilitate the City's and Architect's review of the application.

1. Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

(b) Unless otherwise provided in the Agreement Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the City, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing, so long as such location, materials, and equipment also have bond and insurance coverage on Contractor's bonds and insurance policies. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the City to establish the City's title to such materials and equipment or otherwise protect the City's interest, and shall include the costs of applicable insurance, storage, and transportation to the site for such materials and equipment stored off the site. Upon payment by the City of the invoiced cost, title to all such materials and equipment shall irrevocably pass to the City. The Contractor warrants

that title to all materials and equipment covered by an Application for Payment will pass to City upon the receipt of payment by the Contractor. Such title shall be free and clear of all liens, claims, security interests or encumbrances. No work, materials or equipment covered by an Application for Payment shall be subject to an agreement under which an interest is retained, or encumbrance is attached by the seller, the Contractor, or other party.

(c) The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the City shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

15.04 Certificates for Payment.

(a) The Application for Payment will be reviewed first by the Architect who will certify to the City that portion, if any, of the Application for Payment it has determined is properly due. In the event that the Architect believes that payment should be withheld, in whole or in part, it will notify the City and Contractor of the basis of this view as provided in Subparagraph 15.05(a).

(b) The issuance of a Certificate for Payment will constitute a representation by the Architect to the City, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Agreement Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Agreement Sum.

(c) The issuance of a Certificate of Payment shall constitute a recommendation to the City in respect to the amount to be paid. This recommendation is not binding on the City if City knows of other reasons under the Agreement why payment should be withheld.

(d) The Architect will affix their signature to the same form described in Paragraph 15.04(a). to signify their certification of payment provided the application is otherwise satisfactory.

15.05 Decisions to Withhold Certification.

(a) The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the City, if in the Architect's opinion the representations to the City required by Paragraph 15.04(b) cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and City as provided in Paragraph 15.04(a). If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the City. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the City from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Paragraph 5.05(b), because of:

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement Sum;
5. damage to the City or another contractor;
6. reasonable evidence that the Work will not be completed within the Agreement Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. persistent failure to carry out the Work in accordance with the Agreement Documents.

(b) When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

15.06 Progress Payments.

(a) After the Architect has issued a Certificate for Payment, the City, upon the City's review and written approval of the Certificate for Payment, shall endeavor to make payment in the manner and within the time provided in the Agreement Documents, and

shall so notify the Architect. If the City believes the Contractor is not current in its legitimate obligations to suppliers, laborers and/or Subcontractors on the Project, City may (but is not obligated to) withhold payment until it receives partial or final releases, or other reasonable proof from the Contractor that this situation does not exist.

(b) The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the City, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. City is not obligated to monitor payments to Subcontractors or Sub-subcontractors, and nothing in this paragraph shall create any right on the part of a Subcontractor or Sub-subcontractor against City.

(c) The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and City on account of portions of the Work done by such Subcontractor.

(d) Neither the City nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor or Sub-subcontractor.

(e) Payment to material suppliers shall be treated in a manner similar to that provided in Paragraphs 15.06(b), 15.06(c) and 15.06(d).

(f) A Certificate for Payment, a progress payment, the issuance of Substantial or Final Completion, or partial or entire use or occupancy of the Project by the City shall not constitute acceptance of Work not in accordance with the Agreement Documents.

15.07 Failure of Payment. If the City incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the City shall have an absolute right to offset such amount against the Agreement Sum under this Contract, and may, in the City's sole discretion, elect either to: (1) deduct an amount equal to that to which the Owner is entitled, or (2) issue a written notice to the Contractor reducing the GMP by an amount equal to that to which the Owner is entitled.

16. SUBSTANTIAL COMPLETION

16.01 General. When the Contractor considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the Architect and City shall review the punch list prepared by Contractor and supplement the list as necessary. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement Documents.

(a) The Contractor's superintendent shall participate in the preparation of the Contractor's punch list that is submitted to the Architect and City for supplementation. Upon receipt, the Architect and City shall perform a spot review to determine the adequacy

and completeness of the Contractor's punch list. Should the Architect or City determine that the Contractor's punch list lacks sufficient detail or requires extensive supplementation, the punch list will be returned to the Contractor for further inspection and revision. The date of Substantial Completion will be delayed until the punch list submitted is a reasonable representation of the work to be done.

(b) Upon receipt of an acceptable Contractor's punch list, the Contractor's superintendent shall accompany the Architect, its Consultants, and the City (at its discretion) during their inspections and the preparation of their supplements to the Contractor's punch list. The superintendent shall record or otherwise take note of all supplementary items. The Architect shall endeavor to furnish to the Contractor typed, hand written or recorded supplements to the punch list in a prompt manner; however, any delay in the Contractor's receiving said supplements from the Architect shall not be cause for a claim for additional cost or extension of time.

16.02 Inspection. When the Contractor notifies Architect and City that it has completed or corrected items on the punch list, the Architect and City at its discretion will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's and City's inspection discloses any item, whether or not included on the Contractor's punch list, which is not sufficiently complete in accordance with the Agreement Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect and City to determine Substantial Completion. Any further inspections by the Architect and City for the purpose of determining the Project is Substantially Complete shall be at Contractor's cost and the City may deduct such cost from any amount payable to Contractor hereunder.

16.03 Certificate of Substantial Completion. When the Work or designated portion thereof is substantially complete, and upon the City's concurrence of the same, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Agreement Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

16.04 Approval of Certificate. The Certificate of Substantial Completion shall be submitted to the City and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance, the City, in its sole discretion, may, but is not required to, make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Agreement Documents. If retainage is not released at Substantial Completion, applicable retainage amounts will be released by City upon Contractor obtaining Final Completion.

16.05 Insurance. The Contractor shall keep all required insurance in full force, and utilities on, until the Certificate of Substantial Completion is issued, and accepted by the City in writing, regardless of the stated date of Substantial Completion. Acceptance shall not be unreasonably withheld.

16.06 Partial Occupancy or Use.

(a) The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Paragraph 19.03(a) and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Agreement Documents.

(b) Immediately prior to such partial occupancy or use, the City, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

(c) Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Agreement Documents.

17. FINAL COMPLETION AND FINAL PAYMENT

17.01 General. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City and Architect shall endeavor to promptly make such inspection and, when the City and Architect finds the Work acceptable under the Agreement Documents and the Agreement fully performed, the Architect shall endeavor to promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Agreement Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Paragraph 17.02 as precedent to the Contractor's being entitled to final payment have been fulfilled.

Prior to final payment, the Contractor shall submit digitally (mylars for all Water/Wastewater projects as specified in project specifications and bid documents) to the Architect the following completed forms:

1. Contractor's Affidavit of Payment of Debts and Claims;
2. Contractor's Affidavit of Release of Liens;

3. Consent of Surety to Final Payment (if applicable);
4. Subcontractor's Unconditional Releases – each signed and notarized on a single piece of paper;
5. Maintenance and inspection manuals – three (3) sets of each bound in a 3 inch “D-slant” ring binder;
6. Final list of subcontractors;
7. one (1) complete set of marked-up copies of the Drawings and Specifications accurately showing the Project as constructed. Such Specifications and Drawings shall be marked to show all changes and modifications that have been incorporated into the Work as performed;
8. other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the City; and
9. any other “Closeout Documents” required under the Agreement Documents.

17.02 Format. Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index sections will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above. Final payment, constituting the entire unpaid balance of the Agreement Sum shall be endeavored to be paid by the City to the Contractor within sixty (60) days after Substantial Completion of the Work, unless otherwise stipulated in the Certificate of Completion, provided the Agreement is fully performed, and Final Certificate of Payment has been issued by the Architect. The City may accept certain portions of the Work as being complete prior to the acceptance of the entire Project. If certain areas are accepted by the City as being completed, and if the Contractor has completed all of the requirements for final payment of the portion of Work, the City may, but is not required to, release retainage for that area/portion of Work. Amounts of retainage shall be agreed upon by both City and Contractor prior to final acceptance of these areas.

17.03 Delay. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the City shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Agreement Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

17.04 Acceptance of Payment. Acceptance of final payment by the Contractor shall constitute a waiver of claims by Contractor except for any Claims then pending that comply with the requirements of Paragraph 10.

17.05 Time for Final Completion. Contractor shall achieve Final Completion within 30 calendar days of the date of Substantial Completion, failing which, Contractor shall provide a full-time on-site superintendent until Final Completion at its own cost and not as a cost of the Work.

18. Protection of Persons and Property.

18.01 Safety Precautions and Programs. The Contractor shall be responsible for initiating, maintaining, and supervising all necessary safety precautions and programs in connection with the performance of the Contract.

18.02 Safety of Persons and Property.

(a) The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work, Project site, and other persons who may be affected thereby including but not limited to the City's employees, invitees and the general public;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

(b) The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (including without limitation all State, federal, and local governmental authorities or agencies with regulatory or supervisory jurisdictional authority regarding the land or activities of the Project, including the City) bearing on safety of persons or property or their protection from damage, injury or loss.

(c) The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

(d) When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of explosives or other hazardous materials or equipment or unusual

construction methods are necessary, the Contractor shall give the City and Architect reasonable advance notice of the presence or use of such materials, equipment, or methods.

(e) The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Agreement Documents) to property referred to in Paragraphs 18.02(a)(2) and 18.02(a)(3) caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Paragraphs 18.02(a), except damage or loss attributable to acts or omissions of the City or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 6.06.

(f) The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

(g) The Contractor shall not load or permit any part of the construction, Work or site to be loaded so as to endanger its safety.

(h) Suspension of all or a portion of the Work, for any reason, shall not relieve the Contractor of its obligations under Paragraph 18.02.

(i) The Contractor shall promptly report in writing to the City and Architect all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statement of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to City and Architect.

(j) The Contractor shall be responsible for the protection and security of the Work and the Project, until it receives written notification that the Substantial Completion of the Work has been accepted by the City unless otherwise provided in the Certificate of Substantial Completion.

18.03 Hazardous Materials. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in 18.03(c)), 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 hereafter defined at Paragraph 18.03(c)). In the event Contractor engages in any of the activities prohibited in this Paragraph 18.03. **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City, Architect and all of their respective officers, 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 Paragraph 18.03.

(a) 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 (see special definition below), Contractor shall immediately stop work in the area affected and report the condition to City and Architect 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, Architect and all of their respective officers, 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.

(b) 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.

(c) For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element constituent, chemical, substance, compound, or mixture, which are 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 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), 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"). It is the Contractor's responsibility to comply with Paragraph 18 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.

18.04 Emergencies. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional

compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 10 and Paragraph 13.

19. INSURANCE AND BONDS

19.01 General. 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.

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

- (a) Commercial General Liability ("CGL").
- (b) Business Automobile Liability.
- (c) Excess Liability – required for Agreement 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.
- (f) Professional Liability
- (g) Contractors' Pollution Legal Liability, Asbestos Legal Liability, and Errors and Omissions coverage.
- (h) Surety bonds as required and described in this Agreement.

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

- (a) Insurance is to be placed with insurers authorized to conduct business in the state of Texas with a current A.M. Best rating of no less than A: VII, unless otherwise accepted in writing by the City. The insurance policies provided by the insurance company/companies are to be underwritten on forms that have been authorized by the Texas Department of Insurance or ISO. Original endorsements affecting coverage required by this Agreement shall be furnished with the certificates of insurance.
- (b) Self-insured retentions must be declared to and approved by the City in writing. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention ("SIR") or

deductible that exceeds \$25,000 unless approved in writing by City. All deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements.

- (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) For any claims related to this project, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 regarding the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (f) Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.
- (g) Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (h) Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated in this Agreement, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

- (i) CGL & Excess/Umbrella liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Work and related obligations thereafter.
- (j) City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
- (k) The City of College Station, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the Business Automobile Liability policy, the Excess Liability/Umbrella policy, and the CGL policy, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. The coverages shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, at least as broad as ISO Form:
 - a. CG 20 10 and CG 11 85; or
 - b. both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms (if later revisions used).
- (l) Contractor shall provide the following Surety Bonds:
 - a. Bid Bond
 - b. Performance Bond
 - c. Payment Bond
 - d. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the Guaranteed Maximum Price (GMP) or the final total dollar value of the Project, whichever is greater, and shall be increased by rider if Project value increases. If the Performance Bond provides for a two-year warranty and provides coverage for other warranty terms as required by the Agreement, then a separate Maintenance Bond is not necessary. If the warranty period specified in the Agreement is for longer than two years, a Maintenance Bond equal to 10% of the final total dollar value of the Project is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Texas, secured through an authorized agent with an office in Texas, and approved by the City.

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

- (a) Limit of \$5,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$10,000,000.00 which limits shall be endorsed to be

per Project.

- (b) Coverage shall be at least as broad as ISO form GC 00 01.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City's review and acceptance.
- (d) 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.

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated "A: VII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$5,000,000.00 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 and \$2,000,000.00 policy aggregate where such exposures exist.

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

- (a) The Contractor may use Umbrella or Excess Liability Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all Primary and Umbrella or Excess Liability Policies shall provide all the insurance coverages required by this Agreement, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements.
- (b) The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

19.07 Additional Insured.

Those policies set forth in Paragraphs 19.04 Commercial (General) Liability, 19.05 Business Automobile Liability and 19.06 Excess Liability 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.

19.08 Builder's Risk

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof. The Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. 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.

The insurance policy and related Certificate of Insurance must specifically state that the: (a) Contractor is a named insured party for the insurance coverage described; and (b) City is an additional and named insured party for the insurance coverage described. The deductible under the policy, including that for flood shall not exceed \$100,000.00 without the written approval of the City.

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the Project does not involve new or major reconstruction, at the option of the City, an Installation Floater insurance policy coverage, and/or an endorsement for such coverage, may be acceptable.

For such projects, a Property Installation Floater insurance policy coverage, and/or an endorsement for such coverage, shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater insurance policy coverage, and/or an endorsement for such coverage, and the related Certificate of Insurance, shall: (a) provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site; and (b) comply with the above provision in this Paragraph 19.08 which require that the: (i) Contractor is a named insured party for the insurance coverage described; and (ii) City is an additional and named insured party for the insurance coverage described.

19.09 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 their own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) Workers' Compensation/Employer's Liability insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - 3. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

“A. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

duration of the project;

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

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

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

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

K. The Contractor's failure to comply with any of these provisions is a breach of agreement 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."

19.10 Professional Liability.

Professional liability with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

19.11 Contractors' Pollution Legal Liability.

Contractors' Pollution Legal Liability, Asbestos Legal Liability, and Errors and Omissions liability coverage with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

19.12 Property Insurance.

(a) Partial occupancy or use in accordance with Paragraph 16.06 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The City and the Contractor

shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

(b) The City, at the City's option, may purchase and maintain such insurance as will insure the City against loss of use of the City's property due to fire or other hazards, however caused.

(c) If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the City shall, at City's option, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

(d) If during the Project construction period the City insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the City shall waive all rights for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

(e) A loss insured under City's property insurance shall be adjusted by the City and made payable to the City for the insureds, as their interests may appear, subject to requirements of Paragraph 19.03. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

(f) If after such loss no other special agreement is made and unless the City terminates the Agreement for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Paragraph 13.

(g) The Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the City's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Paragraph 10.

(h) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

19.13 Performance Bond and Payment Bond.

(a) Pursuant to applicable provisions of Chapters, 2253, 2254, and 2269 of the Texas Government Code, for all public works contracts with governmental entities: a payment

bond is required if the Agreement Amount exceeds \$50,000, a performance bond is required if the Agreement Amount exceeds \$100,000, and below those amounts, the City may require payment and/or performance bonds for the Project in the exercise of its lawful discretion and best business judgment. The City and Contractor agree that, both a performance and payment bond are required to be properly obtained by the Contractor and timely delivered to the City as described by this Agreement, and such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, as amended, the authority described in this Agreement, and all other applicable law, and furthermore, the following is required regarding said bonds:

1. The Contractor shall execute the required performance and payment bonds: (a) for the full Agreement Amount in the form and scope described in the bond forms attached hereto as **Exhibit B**; or (b) pursuant to Section 2269.258(a) of the Texas Government Code, if a fixed Agreed Amount or Guaranteed Maximum Price has not been determined at the time the Agreement is awarded, the penal sums of said performance and payment bonds delivered to the City must each be in an amount equal to the construction budget for the Project, as specified in the City's request for proposals or qualifications.
2. The bond surety on said bonds shall be authorized under the laws of the State of Texas to provide a performance and payment bond, and each bond shall have attached proof of authorization of the surety to act regarding all obligations described in each respective bond.
3. The Contractor shall provide original, sealed, and complete counterparts of said executed bonds in the forms required by the Agreement Documents, which are attached as **Exhibit B**, together with valid original powers of attorney, at the time of execution of this Agreement and prior to the commencement of Work. Copies of said executed bonds shall be attached hereto as **Exhibit B**.
4. The required performance and payment bonds shall remain in effect for a minimum period of two (2) years after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.
5. If at any time during the performance of this Agreement in the required period thereafter, either or both of said bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days of such invalidity or ineffectiveness a full and complete replacement bond or bonds as the case may be, that shall assure performance or payment as required by this Agreement.
6. Regarding the delivery of said bonds by the Contractor to the City, and pursuant to Section 2269.258(b) of the Texas Government Code: (a) the Contractor shall deliver said bonds not later than the 10th day after the date the Contractor executes the Agreement; or (b) alternatively and subject to the lawful discretion and best business judgment of the City, the Contractor may be allowed by the City to furnish and deliver to the City a bid bond or other financial security which is acceptable to the City to ensure that the Contractor will furnish the required

performance and payment bonds when a guaranteed maximum price is established under this Agreement.

(b) 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 or quality 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, provided that said compensation does not constitute additional compensation to that which has been already paid by the City to the Contractor for any Work associated with said changes or alterations.

20. UNCOVERING AND CORRECTION OF WORK

20.01 Uncovering of Work.

(a) If a portion of the Work is covered contrary to the City's or Architect's request or to requirements specifically expressed in the Agreement Documents, it must, if required in writing by the City or Architect, be uncovered for the City's and Architect's examination and be replaced at the Contractor's expense without change in the Agreement Time.

(b) If a portion of the Work has been covered which the City or Architect has not specifically requested to examine prior to its being covered, the City or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Agreement Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the City's expense. If such Work is not in accordance with the Agreement Documents, correction shall be at the Contractor's expense.

20.02 Correction of Work.

(a) Before or After Substantial Completion. The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Agreement Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

(b) After Substantial Completion. In addition to the Contractor's obligations under Paragraph 5.07, if, within two (2) years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Paragraph 16.06(a), or by terms of an applicable special warranty required by the Agreement Documents, any of the Work is found to be not in accordance with the requirements of the Agreement Documents, the Contractor shall correct it promptly after receipt of written notice from the City to do so unless the City has previously

given the Contractor a written acceptance of such specific condition. The City shall endeavor to give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the City or Architect, the City may correct it in accordance with Paragraph 4.05. The “prompt” correction of defective work by the Contractor after receipt of notification from the City as described above shall be defined as follows:

1. The Contractor shall make written response to the City within twenty-four (24) hours of receipt of the City’s notice acknowledging receipt of the notice and providing the proposed schedule to conduct corrective work. Corrective work shall not interfere with the City’s normal operation and use of the Project, unless expressly approved by the City;
 2. For corrective work which is not a life safety issue, or which will not, by the nature of the defect, cause subsequent damage to the Project, corrective work shall be completed within fourteen (14) calendar days;
 3. For corrective work which by its nature may cause subsequent damage to the Project, corrective work required to prevent subsequent damage shall be completed within twenty-four (24) hours, and if such work is a temporary repair, permanent repair of the corrective work shall be completed within seven (7) calendar days. The Contractor shall also correct all subsequent damage caused by such corrective work;
 4. For corrective work which affects services to, and ordinary use of the Project, corrective work shall be completed within twenty-four (24) hours, and if such work is a temporary repair, permanent repair of the corrective work shall be completed within seven (7) calendar days; and
 5. The time frames stated above for completion of permanent corrective work shall be equitably adjusted as required for legitimate delays caused by weather delays, material acquisition and other factors beyond the Contractor’s direct control.
 6. The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.
 7. These obligations under Subparagraph 20.02(b) shall survive acceptance of the Work under the Agreement and termination of the Contract. The period for any Work corrected pursuant to Paragraph 20.02 shall be extended for a period of two years after the date said corrective work is completed.
- (c) The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Agreement Documents and are neither corrected by the Contractor nor accepted by the City.

(d) The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the City or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Agreement Documents.

1. Where non-conforming Work is found, the entire area of Work involved shall be corrected unless the Contractor can completely define the limits to the Architect's satisfaction. Additional testing, sampling, or inspecting needed to define nonconforming Work shall be at the Contractor's expense, and performed by the City's testing laboratory if such services are reasonably required by the Architect. All corrected Work shall be retested at the Contractor's expense. Extra architectural or other services required to analyze non-conforming Work shall be paid for by the Contractor.

(e) Nothing contained in Paragraph 20.02 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Agreement Documents. Nothing contained in Paragraph 20.02 is intended to limit or modify any obligations under the law or under the Agreement Documents, including any warranty obligations, expressed or implied.

20.03 Acceptance of Nonconforming Work. If the City prefers to accept Work which is not in accordance with the requirements of the Agreement Documents, the City may do so instead of requiring its removal and correction, in which case the Agreement Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

21. TEST AND INSPECTIONS

21.01 Tests and Inspections.

(a) Tests, inspections, and approvals of portions of the Work required by the Agreement Documents (or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdictional, regulatory, or supervisory authority regarding the land or activities of the Project) shall be made at appropriate times. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory employed by the City for this purpose, or with the appropriate public authority. City shall bear the normal costs of these services, but not any excess costs attributable to Contractor-caused scheduling problems, or other Contractor error. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures.

(b) If the Architect, City or said public authorities determine that portions of the Work require additional testing, inspection or approval not included under Paragraph 21.1, the Architect will, upon written authorization from the City, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the City, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such

procedures. Such costs, except as provided in this Paragraph 21.01, shall be at the City's expense.

(c) If such procedures for testing, inspection, or approval under this Paragraph 21 reveal failure of the portions of the Work to comply with requirements established by the Agreement Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

(d) Required certificates of testing, inspection or approval shall, unless otherwise required by the Agreement Documents, be secured by the Contractor, and promptly delivered to the Architect.

(e) If the Architect is to observe tests, inspections or approvals required by the Agreement Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

(f) Tests or inspections conducted pursuant to the Agreement Documents shall be made promptly to avoid unreasonable delay in the Work.

22. TERMINATION OR SUSPENSION OF THE CONTRACT

22.01 Termination by the Contractor.

(a) The Contractor may terminate the Agreement if the Work is stopped for a period of one hundred-twenty (120) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect Agreement with the Contractor, for any of the following reasons:

1. issuance of an order or decision of a court or other public authority (including without limitation any State, federal, or local governmental authority or agency with regulatory or supervisory jurisdictional authority regarding the land or activities of the Project, including the City) having jurisdiction which requires all Work to be stopped;
2. an act of government, such as a declaration of national emergency which requires all Work to be stopped; or
3. because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Paragraph 15.04(a), or because the City has not made payment on a Certificate for Payment within the time stated in the Agreement Documents, provided notice is given as required under Subparagraph 15.04(a).

(b) The Contractor may terminate the Agreement if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other

persons or entities performing portions of the Work under direct or indirect Agreement with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the City as described in Paragraph 22.03 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

(c) If the Work is stopped for one hundred-twenty (120) consecutive days for any reason described in Paragraph 22.01(a) or 22.01(b), the Contractor may, upon sixty (60) days' written notice to the City and Architect, terminate the Agreement and recover from the City payment for Work already satisfactorily performed by Contractor.

(d) Notwithstanding anything to the contrary contained herein or in the other Agreement Documents, the City shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 22.01(a), 22.01(b) and 22.01(c).

22.02 Termination by the City with or without Cause.

(a) The City may terminate the Agreement if the Contractor:

1. refuses or fails to timely supply enough properly skilled workers, or proper materials or equipment, to perform the Work of the Project;
2. fails to make a payment to Subcontractors for materials, equipment, or labor in accordance with the respective agreements between the Contractor and the Subcontractors for the Work of the Project;
3. disregards or fails to comply with any law, ordinance, rule, regulation, decision, or order regarding the Project that is issued by a court or other public authority (including without limitation a State, federal, or local governmental authority or agency, including the City) with regulatory, supervisory, or jurisdictional authority regarding the land or activities of the Project;
4. commits conduct, an act, or omission which constitutes a breach or default of the Agreement or the Agreement Documents;
5. fails to furnish the City, upon request, with assurances satisfactory to the City evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Agreement or Agreement Documents;
6. fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Agreement or Agreement Documents; or
7. fails to provide all policies of insurance, permits, and/or bonds required to be obtained by the Contractor for the Project pursuant to the Agreement or Agreement Documents.

(b) When any of the above Paragraph 22.02(a) reasons exist, the City may, without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any and applicable, seven (7) days' written notice, terminate the engagement and appointment of the Contractor under this Agreement, and may, subject to any prior rights of an applicable surety:

1. take possession of the Project site and of all materials, equipment, tools, and construction equipment and machinery thereon owned or possessed by the Contractor;
2. accept assignment of subcontracts pursuant to Paragraph 11.04;
3. make demand upon Contractor's applicable surety, if any, to complete the Work;
4. finish the Work by whatever reasonable method the City may deem, in its sole discretion and best business judgment, to be expedient or advisable; and/or
5. initiate and complete litigation against the Contractor, and against all other necessary or desired parties (including Contractor's sureties and insurance carriers), for the recovery of all remedies, claims and causes of action (whether legal, equitable, or mixed), and all damages, as allowed by law and this Agreement, including without limitation: Agreement termination; the recovery of all actual and consequential damages; the recovery of certain liquidated damages under this Agreement; and the recovery of the City's incurred attorney's fees, expenses, court costs, interest, and all just and lawful offsets and credits

(c) When the City terminates the Agreement for a reason stated in Paragraph 22.02(a), the Contractor shall not be entitled to receive further payment until the Work is finished.

(d) If the unpaid balance of the Agreement Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, including attorney's fees, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of the Contract.

(e) If a Performance Bond has been furnished and the Contractor is declared by the City to be in default under the Agreement, the Surety shall promptly, and in no event more than 30 days, remedy the default by commencing and continuing to perform the remaining work of the Agreement in accordance with its terms and conditions, or by obtaining a bid or bids for the Work in accordance with the Agreement's terms and conditions. At City's election, upon determination by the City and the Surety of the lowest responsible bidder, the Surety will complete the Work or will arrange for an Agreement between such bidder and the City, and make available sufficient funds to pay the cost of completion less the balance of the Agreement Sum, but not exceeding the Penal Sum of the bond. The phrase "balance of the Agreement Sum" as used herein shall mean the total amount payable by

the City to the Contractor under the Agreement, including any adjustments thereto made in accordance with the terms and conditions of this Agreement, and amendments thereto less the amount previously paid by the City to the Contractor.

(f) Also, notwithstanding anything to the contrary herein stated, the City may terminate this Agreement pursuant to one or more of the circumstances and procedures stated in Paragraph 30 for City termination of this Agreement.

22.03 Suspension by the City for Convenience.

(a) The City may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine.

(b) If City suspends the Contractor's performance for convenience, an adjustment shall be made to the Agreement Sum as calculated under Paragraph 13 and shall include profit. No adjustment shall be made to the extent:

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. that an equitable adjustment is made or denied under another provision of the Agreement.

22.04 Termination by the City for Convenience.

(a) The City may, at any time, terminate the Agreement, in whole or in part, for the City's convenience and without cause.

(b) Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

1. cease operations as directed by the City in the notice;
2. take actions necessary, or that the City may direct, for the protection and preservation of the Work; and
3. except for Work not so terminated and/or directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts, and purchase orders and enter into no further subcontracts and purchase orders.

(c) In the event of a termination under Paragraph 22.04, the Contractor shall be paid the value of its Work to the date of termination plus such sums as are reasonably required to cover the cost to Contractor, its Subcontractors, and suppliers, to shut down the Project. City shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination.

(d) Upon determination by a court of competent jurisdiction that termination of the Contract, pursuant to Paragraph 22.02 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 22.04, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 22.04.

23. GENERAL CONSTRUCTION MANAGER'S RESPONSIBILITIES.

23.01 General.

(a) Appropriation of Funds. The Contractor acknowledges and agrees that the estimated construction budget is contingent upon the appropriation and availability of funds as approved by the City Council and is subject to change without notice.

(b) Project Site Location and Land Acquisition. The Contractor acknowledges and agrees that the City may not have identified or selected a final site location or started land acquisition activities for this Project.

(c) Contractor Services. The Contractor (or Construction Manager) shall perform all services described in this Agreement to be performed by the Contractor. The services to be provided under Paragraphs 23.02 and 23.03 constitute the Preconstruction Phase services.

(d) Full or Partial Preconstruction Phase Services, City's Termination Rights. The City, at its sole option, may decide to receive full or partial Preconstruction Phase services from the Contractor, and during or after the Preconstruction Phase services period, the City has the option of continuing forward or not continuing forward with the Contractor or this Project. The City reserves the right to close out this Contract or terminate this Contract for convenience, at any time, at no penalty to the City, pursuant to the Termination provisions contained in this Contract.

(e) Concurrent Preconstruction and Construction Phases. If the City and Contractor agree, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

23.02 Preconstruction Phase.

(a) Preliminary Evaluation. The Contractor shall provide a preliminary evaluation of the City's program and Project budget requirements, each in terms of the other.

(b) Consultation. The Contractor with the Architect shall jointly schedule and attend regular meetings with the City. The Contractor shall consult with the City and Architect regarding site selection and evaluation, site use and improvements and the selection of materials, building systems and equipment. The Contractor shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction

completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

(c) Preliminary Project Schedule. When Project requirements described in Paragraph 24.01(a) have been sufficiently identified, the Contractor shall prepare, and periodically update, a preliminary Project schedule for the Architect's review and the City's approval. The Contractor shall coordinate and integrate the preliminary Project schedule with the services and activities of the City, Architect and Contractor. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, Milestone Dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Contractor shall make appropriate recommendations to the City and Architect.

(d) Phased Construction. The Contractor shall make recommendations to the City and Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

(e) Preliminary Cost Estimates. When the City has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Contractor shall prepare, for the review of the Architect and approval of the City, a preliminary cost estimate utilizing area, volume, or similar conceptual estimating techniques.

1. When Schematic Design Documents have been prepared by the Architect and approved by the City, the Contractor shall prepare, for the review of the Architect and approval of the City, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Contractor shall update and refine this estimate at appropriate intervals agreed to by the City, Architect and Contractor.

2. When Design Development Documents have been prepared by the Architect and approved by the City, the Contractor shall prepare a detailed estimate with supporting data for review by the Architect and approval by the City. During the preparation of the Construction Documents, the Contractor shall update and refine this estimate when the Construction Documents are fifty percent (50%) complete, ninety percent (90%) complete (unless the Guaranteed Maximum Price

has been established), and at any other appropriate intervals agreed to by the City, Architect and Contractor.

3. If any estimate submitted to the City exceeds previously approved estimates or the City's budget, the Contractor shall make appropriate recommendations to the City and Architect.

(f) Subcontractors and Suppliers. The Contractor shall seek to develop subcontractor interest in the Project and shall furnish to the City and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect will promptly reply in writing to the Contractor if the Architect or City know of any objection to such subcontractor or supplier. The receipt of such list shall not require the City or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the City or Architect later to object to or reject any proposed subcontractor or supplier.

(g) Long-Lead-Time Items. The Contractor shall recommend to the City and Architect a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the City, they shall be procured on terms and conditions acceptable to the Contractor. Upon the City's acceptance of the Contractor's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the City to the Contractor, who shall accept responsibility for such items as if procured by the Contractor. The Contractor shall expedite the delivery of long-lead-time items.

(h) Extent of Responsibility. The Contractor does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Contractor concerning design alternatives shall be subject to the review and approval of the City and the City's professional consultants. It is not the Contractor's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Contractor recognizes that portions of the Drawings and Specifications are at variance therewith, the Contractor shall promptly notify the Architect and City in writing.

(i) Equal Employment Opportunity and Affirmative Action. The Contractor shall comply with applicable laws, regulations, and special requirements of the Agreement Documents regarding equal employment opportunity and affirmative action programs.

23.03 Guaranteed Maximum Price Proposal and Agreement Time.

(a) When the Drawings and Specifications are sufficiently complete, the Contractor shall propose a Guaranteed Maximum Price (depending on Project requirements, at the City's request, multiple Guaranteed Maximum Price packages may be provided to phase or group the work, however, all packages shall be totaled together to arrive at the final Guaranteed Maximum Price), which shall be the sum of the estimated Cost of the Work

and the Contractor's Fee. Provided, however, Contractor understands such estimates are relied upon by the City in making various Project determinations, and, therefore, should Contractor's Guaranteed Maximum Price proposal exceed the City's applicable budget by more than 10%, all pre-construction services rendered thereafter to render the Project within 10% of the budget by Contractor shall be at the sole cost of the Contractor.

(b) As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Contractor shall provide an appropriate contingency in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Architect that is consistent with the Agreement Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds, and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

(c) The estimated Cost of the Work shall include the Contractor's contingency, being a sum established by the Contractor for its exclusive use to cover costs arising under Paragraph 23.03(b) and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

(d) Basis of Guaranteed Maximum Price. The Contractor shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

1. A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.
2. A list of allowances and a statement of their basis.
3. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.
4. The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the Fee that comprise the Guaranteed Maximum Price.
5. The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.
6. A list of any exclusions.

(e) The Contractor shall meet with the City and Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the City or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

(f) Unless the City accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Contractor, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Contractor and the City.

(g) Prior to the City's acceptance of the Contractor's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the City may specifically authorize in writing.

(h) Upon acceptance by the City of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Agreement Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Agreement Documents.

(i) The City shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Amendment No. 1. Such revised Drawings and Specifications shall be furnished to the Contractor in accordance with schedules agreed to by the City, Architect and Contractor. The Contractor shall promptly notify the Architect and City if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

23.04 Construction Phase.

(a) General. The Construction Phase shall commence on:

1. the City's acceptance of the Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, and
2. the City's first authorization to the Contractor to:
 - (i) award a subcontract, or
 - (ii) undertake construction Work with the Contractor's own forces, or
 - (iii) issue a purchase order for materials or equipment required for the Work.

(b) Administration.

1. Notwithstanding anything to the contrary stated in this Agreement, and regarding any Contractor self-performed work authorized for the Project pursuant to this Agreement, it is expressly agreed by the parties that any Contractor self-performed work for the Project must be awarded, if at all, pursuant to the following procedure: (i) first, a written proposal must be submitted by the Contractor to the

City for said work, before any competitive bid procedure is thereafter conducted for that proposed and subject work of the Project; (ii) next, a lawful competitive bid procedure shall be conducted to third-parties (not the Contractor) for that proposed and subject work of the Project; (iii) next, an analysis shall be conducted by the City and the Contractor regarding the Contractor's written proposal for the proposed self-performed work and the competitive bids received from third-parties for the proposed and subject Project work, in order for the City, using its discretion and best business judgment, to determine the lowest cost and best construction solution for said work; and (iv) finally and upon the aforesaid analysis conducted by the City, an award by the City in writing is made to the Contractor for the proposed Contractor self-performed work because that solution was determined by the City to represent the lowest cost and best construction solution for said proposed work for the Project.

2. Those portions of the Work that the Contractor does not customarily perform with its own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Contractor shall obtain public bids in accordance with the applicable requirements of Chapter 2269 of the Texas Government Code from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the City and Architect. The City will then determine, with the non-binding advice and comment of the Contractor and Architect, which bids will be accepted. The City may designate specific persons or entities from whom the Contractor shall obtain bids; however, if the Guaranteed Maximum Price has been established, the City may not prohibit the Contractor from obtaining bids from other qualified bidders.

3. If the Guaranteed Maximum Price has been established and a specific bidder among those whose bids are delivered by the Contractor to the City and Architect (1) is recommended to the City by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Agreement Documents without reservations or exceptions, but the City requires that another bid be accepted, then the Contractor may require that a change in the Work be issued to adjust the Agreement Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the City by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the City.

4. Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Paragraphs 28.01(h) and 28.01(i) and shall not be awarded on the basis of cost plus a fee without the prior consent of the City.

5. The Contractor shall schedule and conduct meetings with appropriate Subcontractors at which the City, Architect, Contractor and appropriate

Subcontractors can discuss the status of the Work. The Contractor shall prepare and promptly distribute meeting minutes.

6. Promptly after the City's acceptance of the Guaranteed Maximum Price proposal, the Contractor shall prepare a schedule in accordance with Paragraph 5.11, General Conditions, including the City's occupancy requirements.

7. The Contractor shall provide monthly written reports to the City and Architect on the progress of the entire Work. The Contractor shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the City may reasonably require. The log shall be available to the City and Architect. The Contractor shall promptly inform City in writing of any circumstance or development that is likely to delay Substantial Completion of the Project in accordance with the schedule.

8. The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the City and Architect at regular intervals.

(c) Professional Services. Paragraph 5.013(j), General Conditions shall apply to both the Preconstruction and Construction Phase.

(d) Hazardous Materials. Paragraph 18.03, General Conditions shall apply to both the Preconstruction and Construction Phases.

END OF GENERAL CONDITIONS

ARTICLE II.
ADDITIONAL CONDITIONS

24. OWNER'S RESPONSIBILITIES

24.01 Information And Services

- (a) The City shall provide information in a timely manner regarding the requirements of the Project, including a program which sets forth the City's objectives, constraints, and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.
- (b) The City shall establish and update an overall budget for the Project, based on consultation with the Contractor and Architect, which shall include contingencies for changes in the Work and other costs which are the responsibility of the City.
- (c) At the time of execution of this Contract, funds have not been fully approved or fully appropriated by the City Council to pay for all estimated Project costs. The estimated construction budget for the Project is contingent upon the appropriation and availability of funds as approved by the City Council and is subject to change without notice.
- (d) Project Site Location and Land Acquisition. The Parties acknowledge that the City may not have identified or selected a final site location or started land acquisition activities for this Project. Site specific City deliverables, including site reports, surveys, drawings, and test results will be provided to the Contractor once approved, completed and received by City.
- (e) Structural And Environmental Tests, Surveys and Reports. In the Preconstruction Phase, the City shall furnish the following with reasonable promptness and at the City's expense. Except to the extent that the Contractor knows of any inaccuracy, or should have reasonably discovered such error or inaccuracy, the Contractor shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings, and tests described in Paragraphs 24.01(d) through 24.01(g) but shall exercise customary precautions relating to the performance of the Work.
- (f) Reports, surveys, drawings, and tests concerning the conditions of the site which are required by law.
- (g) Surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site.
- (h) The services of a geotechnical engineer when such services are requested by the Contractor and are reasonably required by the scope of the Project, as determined by the City or Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials,

ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

(i) Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

(j) The services of other consultants when such services are reasonably required by the scope of the Project, as determined by the City or Architect, and are requested by the Contractor.

24.02 Owner's Designated Representative. The City shall designate in writing City's Representative who shall have express authority, subject to the limitations set forth in the General Conditions, to bind the City with respect to all matters requiring the City's approval or authorization. This City's Representative shall have the authority to make decisions on behalf of the City concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Contractor. Except as otherwise provided in Paragraph 9.02(a), General Conditions, the Architect does not have such authority.

24.03 Architect. The City shall retain an Architect to provide basic services, including normal structural, mechanical, and electrical engineering services, and any other disciplines as required. The City must authorize, in writing, and cause the Architect to provide additional service, requested by the Contractor which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. The Contractor has no authority to request services from the Architect on the City's behalf. Such services shall be provided in accordance with time schedules agreed to by the City, Architect and Contractor. Upon request of the Contractor, the City shall furnish to the Contractor a copy of the City's Agreement with the Architect.

25. COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES.

The City shall compensate and make payments to the Contractor for Preconstruction Phase services as follows:

25.01 Compensation.

(a) For the services described in Paragraphs 23.02 and 23.03, the Contractor's compensation shall be calculated as follows:

(State basis of compensation, whether a stipulated sum, multiple of Direct Personnel Expense, actual cost, etc. Include a statement of reimbursable cost items as applicable.)

Stipulated lump sum of \$145,000.00

(b) If compensation is based on a multiple of Direct Personnel Expense, Direct Personnel Expense is defined as the direct salaries of the Contractor's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

25.02 Payments.

(a) The City shall endeavor to make payments monthly (as described below) following presentation of the Contractor's invoice and supporting documents and, where applicable, shall be in proportion to services performed and the amounts of Work substantiated by Contractor's supporting documentation.

(b) The City will endeavor to make payments no later than thirty (30) calendar days from the date the Contractor's invoice is approved by the City, unless otherwise agreed in writing by the parties.

(c) 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 Subcontractors and suppliers in lieu of said sales tax for all such materials and supplies, complying with all applicable State Comptroller's Rulings.

26. COMPENSATION FOR CONSTRUCTION PHASE SERVICES.

The City shall compensate the Contractor for Construction Phase services as follows:

26.01 Compensation. For the Contractor's performance of the Work as described in Paragraph 23.04, the City shall pay the Contractor in current funds the Agreement Sum consisting of the Cost of the Work as defined in Section 27 and the Contractor's Fee determined as follows:

(State a lump sum, percentage of actual Cost of the Work or other provision for determining the Contractor's Fee and explain how said Fee is to be adjusted for changes in the Work.)

2.20% of the Cost of the Work

26.02 Guaranteed Maximum Price. The sum of the Cost of the Work and the Construction Manager's Fee for the Work are guaranteed by the Contractor not to exceed the amount provided in Amendment No. 1, subject to additions and deductions by changes in the Work as provided in the Agreement Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Agreement Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement paid by the City. In the event the Cost of Work plus the Contractor's Fee is less than the Guaranteed Maximum Price ("GMP"), the savings shall accrue one hundred percent (100%) to the City.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

The Parties agree that any cost savings shall accrue one hundred percent (100%) to the City.

26.03 Changes in the Work.

(a) Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of Amendment No. 1 may be determined by any of the methods named in Paragraph 13.01(b), General Conditions, subject to the limitations provided in the General Conditions.

(b) In calculating adjustments to subcontracts (except those awarded with the City's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Paragraph 13.01(b)(3), General Conditions and the term "costs" as used in Paragraph 13.03(f), General Conditions shall have the meanings assigned to them in the General Conditions and shall not be modified by this Paragraph 26. Adjustments to subcontracts awarded with the City's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

(c) In calculating adjustments to the Contract, the terms "cost" and "costs" as used in the above-referenced provisions of the General Conditions shall mean the Cost of the Work as defined in Paragraph 27 of this Agreement, and the term "and a reasonable allowance for overhead and profit" shall mean the Contractor's Fee as defined in Paragraph 26.01 of this Agreement.

(d) If no specific provision is made in Paragraph 26.01 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Paragraph 26.01 will cause substantial inequity to the City or Contractor, the Contractor's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

27. COST OF THE WORK FOR CONSTRUCTION PHASE.

27.01 Costs to be Reimbursed. The term "Cost of the Work" shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the City. The Cost of the Work shall include only the items set forth in this Paragraph 27.

27.02 Labor Costs.

(a) **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.**

(b) Statutory Penalty. Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of this section 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.

(c) Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the City's agreement, at off-site workshops.

(d) Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the City's agreement.

Classification

Name

(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal office or offices other than the site office shall be included in the Cost of the Work, such personnel shall be identified above)

(e) Wages and salaries of the Contractor's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Further, the time for performance does not necessitate overtime work and the City shall not be required to reimburse the "premium time" portion of any overtime payments by Contractor, unless otherwise approved, in writing, in advance by the City.

(f) Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments, and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Paragraphs 27.02(a) through 27.02(d).

27.03 Subcontract Costs. Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

27.04 Costs of Materials and Equipment Incorporated in the Completed Construction.

(a) Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

(b) Costs of materials described in the preceding Paragraph 27.4(a) in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the City at the completion of the

Work or, at the City's option, shall be sold by the Contractor; amounts realized, if any, from such sales shall be credited to the City as a deduction from the Cost of the Work.

27.05 Costs of Other Materials and Equipment, Temporary Facilities and Related Items.

(a) Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Contractor. Cost for items previously used by the Contractor shall mean fair market value.

(b) Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site, whether rented from the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the City's prior approval.

(c) Costs of removal of debris from the site.

(d) Reproduction costs, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office.

(e) That portion of the reasonable travel and subsistence expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

27.06 Miscellaneous Costs.

(a) That portion directly attributable to this Agreement of premiums for insurance and bonds.

(If charges for self-insurance are to be included, specify the basis of reimbursement.)

(b) Fees and assessments for the building permit and for other permits, licenses, and inspections for which the Contractor is required by the Agreement Documents to pay.

(c) Fees of testing laboratories for tests required by the Agreement Documents, except those related to nonconforming Work other than that for which payment is permitted by Paragraph 27.08.

(d) Royalties and license fees paid for the use of a particular design, process or product required by the Agreement Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Agreement Documents; payments made in accordance with legal judgments against

the Contractor resulting from such suits or claims and payments of settlements made with the City's consent; provided, however, that such costs of legal defenses, judgment and settlements shall not be included in the calculation of the Contractor's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of Paragraph 6.01, General Conditions or other provisions of the Agreement Documents.

(e) Data processing costs related to the Work.

(f) Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility to the City set forth in this Agreement.

27.07 Other Costs. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the City.

27.08 Included. The costs described in Paragraphs 27.01 through 27.07 shall be included in the Cost of the Work notwithstanding any provision of General Conditions of the Agreement which may require the Contractor to pay such costs, unless such costs are excluded by the provisions of Paragraph 27.09.

27.09 Costs not to be Reimbursed.

(a) The Cost of the Work shall not include:

1. Salaries and other compensation of the Contractor's personnel stationed at its principal office or offices other than the site office, except as specifically provided in Paragraphs 27.02(a) and 27.02(b).
2. Expenses of the Contractor's principal office and offices other than the site office, except as specifically provided in Paragraph 27.01.
3. Overhead and general expenses, except as may be expressly included in Paragraph 27.01.
4. The Contractor's capital expenses, including interest on the Construction Manager's capital employed for the Work.
5. Rental costs of machinery and equipment, except as specifically provided in Paragraph 27.05(b).
6. Costs due to the negligence of the Contractor or to its failure to fulfill a specific responsibility to the City set forth in this Agreement.
7. Costs incurred in the performance of Preconstruction Phase Services.
8. Except as provided in Paragraph 27.07, any cost not specifically and expressly described in Paragraph 27.01.

9. Costs which would cause the Guaranteed Maximum Price to be exceeded.

27.10 Discounts, Rebates and Refunds.

(a) Cash discounts obtained on payments made by the Contractor shall accrue to the City if (1) before making the payment, the Contractor included them in an Application for Payment and received payment therefor from the City, or (2) the City has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they can be secured.

(b) Amounts which accrue to the City in accordance with the provisions of Paragraph 27.010(a) shall be credited to the City as a deduction from the Cost of the Work.

27.11 Accounting Records. The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the City. The City and the City's accountants shall be afforded access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Project, and the Contractor shall preserve these for a period of four (4) years after final payment, or for such longer period as may be required by law.

28. CONSTRUCTION PHASE.

28.01 Progress Payments.

(a) Based upon Applications for Payment submitted to the Architect by the Contractor, in a form acceptable to City and the Architect, and Certificates for Payment approved by the City and issued by the Architect, the City shall endeavor to make progress payments on account of the Agreement Sum to the Contractor as provided below and elsewhere in the Agreement Documents.

(b) The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

(c) Provided an Application for Payment is received by the Architect not later than the 30th day of a month, the City, upon approval of the Application for Payment, shall endeavor to make payment to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall endeavor to be made by the City not later than thirty (30) days

after the Architect receives the Application for Payment and after the City approves the Application for Payment.

(d) With each Application for Payment, the Contractor shall submit detailed payrolls, detailed petty cash accounts, detailed receipted invoices or detailed invoices with check vouchers attached and any other evidence required by the City or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

(e) Each Application for Payment shall be based upon the most recent schedule of values submitted by the Contractor in accordance with the Agreement Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the City and Architect may require. This schedule, unless objected to by the City or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

(f) Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Contractor on account of that portion of the Work for which it has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

(g) Subject to other provisions of the Agreement Documents, the amount of each progress payment shall be computed as follows:

1. First, take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Next, pending final determination of cost to the City of changes in the Work, amounts not in dispute may be included as provided in Paragraph 13.03(g), General Conditions, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order;

2. Next, add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing;

3. Next, add the Construction Manager's Fee, less retainage of: (i) ten percent (10%) where the GMP is less than \$400,000; or (ii) five percent (5%) where the

GMP is \$400,000 or more. Next, the Contractor's Fee shall be computed upon the Cost of the Work described in the two preceding Paragraphs at the rate stated in Paragraph 25.01(a) or, if said Fee is stated as a fixed sum in that Paragraph, said Fee shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Paragraphs bears to a reasonable estimate of the probable Cost of the Work upon its completion;

4. Next, subtract the aggregate of previous payments made by the City;

5. Next, subtract the shortfall, if any, indicated by the Contractor in the documentation required by Paragraph 28.01(d) to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the City's accountants in such documentation;

6. Next, subtract amounts, if any, for which the City or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 15.05, General Conditions.

(h) Except with the City's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The City and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

(i) Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(j) In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Paragraph 28.01(d) or other supporting data, that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the City, will be performed by the City's accountants acting in the sole interest of the City.

28.02 Final Payment.

(a) Final payment shall be made by the City to the Contractor when (1) the Agreement has been fully performed by the Contractor except for its responsibility to correct punch list items or nonconforming Work, as provided in Paragraph 20.02(b), General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Contractor and reviewed by the City's accountants; and (3) a final Certificate for Payment has then been approved by the City and issued by the Architect;

such final payment shall endeavor to be made by the City not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

(b) The amount of the final payment shall be calculated as follows:

1. First, take the sum of the Cost of the Work substantiated by the Contractor's final accounting and the Contractor's Fee, but not more than the Guaranteed Maximum Price;
2. Next, subtract amounts, if any, for which the Architect withholds or the City is entitled to withhold under this Agreement, in whole or in part, a final Certificate for Payment as provided in Paragraph 15.05(a), General Conditions or other provisions of the Agreement Documents;
3. Next, subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the City exceeds the amount due the Contractor, the Contractor shall reimburse the difference to the City.

(c) The City's accountants will endeavor to review and report in writing on the Contractor's final accounting within sixty (60) days after delivery of the final accounting to the Architect by the Contractor, together with all backup documentation reasonably required by the City. Based upon such Cost of the Work as the City's accountants shall report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Paragraph 28.02(a) have been met, the Architect will endeavor within seven days after receipt of the written report of the City's accountants, either issue to the City a final Certificate for Payment with a copy to the Contractor or notify the Contractor and City in writing of the Architect's reasons for withholding a certificate as provided in Paragraph 15.05(a), General Conditions. The time periods stated in this Paragraph 28 supersede those stated in Paragraph 15.04(a), General Conditions.

(d) If the City's accountants report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Paragraph 29 without a further decision of the Architect. Unless agreed to otherwise, a demand for mediation of the disputed amount shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such demand within this 30-day period shall result in the substantiated amount reported by the City's accountants becoming binding on the Contractor. Pending a final resolution of the disputed amount, the City shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

If, subsequent to final payment and at the City's request, the Contractor incurs costs described in Paragraph 27.01 and not excluded by Paragraph 27.09(a) to correct nonconforming Work or (2) arising from the resolution of disputes, the City shall reimburse the Contractor such costs and the Contractor's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed

Maximum Price. If the Contractor has participated in savings, the amount of such savings shall be recalculated, and appropriate credit given to the City in determining the net amount to be paid by the City to the Contractor.

29. DISPUTE RESOLUTION.

29.01 Dispute Resolution. During both the Preconstruction and Construction Phases, claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Paragraph 10, General Conditions, except that, during the Preconstruction Phase, no decision by the Architect shall be a condition precedent to mediation.

30. TERMINATION OR SUSPENSION.

30.01 Termination Before Establishing Guaranteed Maximum Price.

(a) Before execution by both parties of Amendment No. 1 establishing the Guaranteed Maximum Price, the City may terminate this Agreement at any time without cause, and the Contractor may terminate this Agreement for any of the reasons described in Paragraph 22.01(a), General Conditions.

(b) If the City or Contractor terminates this Agreement pursuant to Paragraph 9.01 prior to commencement of the Construction Phase, the Contractor shall be equitably compensated for Preconstruction Phase Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Paragraph 25.01(a).

(c) If the City or Contractor terminates this Agreement pursuant to Paragraph 30.01 after commencement of the Construction Phase, the Contractor shall be paid, in addition to the compensation provided in Paragraph 30.1(b), an amount calculated as follows:

1. First, take the Cost of the Work incurred by the Contractor;
2. Next, add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Paragraph 26.01 or, if said Fee is stated as a fixed sum in that Paragraph, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
3. Next, subtract the aggregate of previous payments made by the City on account of the Construction Phase.

The City shall also pay the Contractor fair compensation, either by purchase or rental at the election of the City, for any equipment owned by the Contractor which the City elects to retain and which is not otherwise included in the Cost of the Work under Paragraph 30.01(c)(1). To the extent that the City elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in

Paragraph 30, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the City may require for the purpose of fully vesting in the City the rights and benefits of the Contractor under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Contractor with the City's written approval prior to the execution of Amendment No. 1 shall contain provisions permitting assignment to the City as described above. If the City accepts such assignment, the City shall reimburse the Contractor with respect to all valid and properly payable costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the agreement had not been terminated. If the City elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Contractor shall terminate such subcontract, purchase order or rental agreement and the City shall pay the Contractor the costs necessarily and reasonably incurred by the Contractor by reason of such termination, but in no event to include any overhead or profit on work not performed.

30.02 Termination Subsequent to Establishing Guaranteed Maximum Price. Subsequent to execution by both parties of Amendment No. 1, the Agreement may be terminated as provided in Paragraph 22, General Conditions.

(a) In the event of such termination by the City, the amount payable to the Contractor pursuant to Paragraph 22.01(c), General Conditions shall not exceed the amount the Contractor would have been entitled to receive pursuant to Paragraphs 30.01(a) and 30.01(c) of this Agreement.

(b) In the event of such termination by the Contractor, the amount to be paid to it under Paragraph 22.01(c), General Conditions shall not exceed the amount the Contractor would have been entitled to receive under Paragraphs 30.01(b) and 30.01(c) above. In no event shall Contractor nor any supplier or subcontractor be entitled to any fee or lost profits for work not performed.

30.03 Suspension. The Work may be suspended by the City as provided in Paragraph 22, General Conditions, and in such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Paragraph 22.03(b), General Conditions, except that the term "cost of performance of the Contract" in that Paragraph shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean the Contractor's Fee as described in Paragraphs 26.01 and 26.03(d) of this Agreement.

31. OTHER CONDITIONS AND SERVICES.

31.01 Licensing, Permits, Registrations, and Approvals. Contractor represents to the City that it has, and will keep in effect at all times during the term of this Agreement, any licenses, permits, registrations, and approvals which are legally required for the Contractor to practice its trade.

31.02 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.

31.03 Authority to Contract. Each party represents that it 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 entity. However, notwithstanding anything stated to the contrary in this Agreement, the parties acknowledge and agree that this Agreement is subject to the proper application of, and to all protections afforded to the City pursuant to, the doctrine of governmental immunity under Texas law.

31.04 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 of this Agreement shall not in any way be affected or impaired thereby.

31.05 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.

31.06 Presumption Against Waiver. No waiver by either party hereto of any one or more defaults by the other party hereto in the performance of this Agreement shall be construed as a waiver of any future defaults whether of a like or different character. No waiver of a default of this Agreement occurs if the non-defaulting party fails to immediately declare a default or otherwise delays in taking any action regarding a default committed by the defaulting party of this Agreement.

31.07 Owner's Reserved Rights. The City shall have the rights by its officers, employees, or agents to examine and inspect the Contractor Work regarding the Project and the business records and financial records of the Contractor regarding the Project, at any time, to verify Contractor's compliance with the terms of this Agreement. Any approval by City or acceptance of the Contractor's Work shall not waive any obligation of the Contractor to correct defective work or to later provide additional business records or financial records regarding portions of the Project approved or accepted by the City.

31.08 Benefit. Subject to a proper application of the doctrine of governmental immunity under Texas law, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement. Nothing in this Paragraph shall be construed to waive the conditions elsewhere contained in this Agreement applicable to assignment by the Contractor. Nothing contained in this Agreement shall be construed to confer any benefit upon any subcontractor or any other third party.

31.09 Headings, Gender, Number. The 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.

31.10 Agreement Read. The parties acknowledge that they have had the opportunity to consult with counsel of their choice, have read, understand, and intend to be bound (subject to the proper application of the doctrine of governmental immunity under Texas Law) by the terms and conditions of this Agreement.

31.11 Written Notice. Written notice shall be deemed to have been served only if the writing is hand-delivered to the addressees and addresses set out below, or if delivered by courier or delivered by United States Postal Service mail (certified USPS mail delivery required) to that address:

City: Attn: Jon Hall – Capitol Projects
P.O. Box 9960
College Station, TX 77842

Contractor: Atul Raj – President, RAVA Construction, LLC
10333 Westoffice Drive
Houston, TX 77373

31.12 Extent of Contract. This Agreement (and its attached or incorporated documents and exhibits) represents the entire and integrated agreement between the City and the Contractor regarding the Project and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Contractor. If anything in any document or exhibit attached to or incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

Ownership and Use of Documents. Paragraph 3.4, General Conditions, shall apply to both the Preconstruction and Construction Phases.

31.13 Governing Law. The parties expressly agree that: (a) this Agreement shall be governed and interpreted pursuant to the laws of the State of Texas; (b) the Performance, Work, and all matters pertaining to this Agreement and the Project shall be expressly performed in Brazos County, Texas, United States of America; and (c) venue in any lawsuit or legal proceeding regarding or relating to this Agreement or Project 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 Brazos County.

31.14 Assignment. Subject to a proper application of the doctrine of governmental immunity under Texas law, the City and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and

obligations contained in the Agreement Documents. Neither party to the Agreement shall assign the Agreement in whole or in part without the written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

31.15 Effective Date. This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining and maintaining the insurance and bonds required herein throughout the duration of the Project and applicable warranty periods.

31.16 Verification or Representations Regarding Certain Statutory Matters. To the extent applicable, this Agreement is subject to the following:

- (a) No Boycott of Israel. Pursuant to applicable provisions of Chapter 2271 of the Texas Government Code, the Contractor verifies that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of this Agreement;
- (b) No Boycott of Firearms. Pursuant to applicable provisions of Chapter 2274 of the Texas Government Code, the Contractor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association;
- (c) No Boycott of Energy Companies. Pursuant to applicable provisions of Chapter 2276 of the Texas Government Code, the Contractor verifies that it (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of this Agreement; and
- (d) Conflicts Disclosure. Before the approval of this Agreement, and in timely performance with the statutes hereafter described, the Contractor has submitted to the City: (1) a properly executed Form CIQ/Conflicts of Interest Questionnaire pursuant to Chapter 176 of the Texas Local Government Code and other authority; and (2) a properly executed Form 1295/Texas Ethics Commission Certificate of Interested Parties pursuant to Section 2252.908 of the Texas Government Code.

31.17 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.

31.18 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. Davis Bacon Wage Rates
- B. Performance and Payment Bonds
- C. Certificates of Insurance and Endorsements
- D. Technical Specifications & Plans

RAVA CONSTRUCTION, LLC

By: 
Printed Name: Atul Raj
Title: President
Date: 8/14/2025

CITY OF COLLEGE STATION

By: _____
City Manager: _____
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

EXHIBIT A

DAVIS BACON WAGE RATES

ATTACHED

"General Decision Number: TX20250007 01/03/2025

Superseded General Decision Number: TX20240007

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 \$17.75 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 2025.
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 \$13.30 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 2025.

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 01/03/2025

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.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). 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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date,

6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were 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. The date, 01/03/2024 in the example, 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:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====

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

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. _____

PERFORMANCE BOND

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

THAT WE, _____, as Principal, hereinafter called "Contractor" and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, 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 _____ (\$_____) 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"):

_____,
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. 25300641
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)

(Name of Contractor)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address of Contractor: _____

SURETY EXECUTION:

ATTEST, SEAL OF SURETY: (if a corporation)

WITNESS: (if not a corporation)

(Name of Surety)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address of Surety: _____

**ACCEPTANCE BY CITY:
REVIEWED:**

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

City Attorney's Office

Date: _____

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. _____

TEXAS STATUTORY PAYMENT BOND

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, _____, as Principal, hereinafter called "Principal" and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, licensed to 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 _____ (\$_____)

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 ____ day of _____, 20____:

_____,

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.

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: _____

Title: _____

Date: _____

(Name of Principal)

By: _____

Name: _____

Title: _____

Date: _____

Address of Principal: _____

SURETY EXECUTION:

ATTEST, SEAL OF SURETY: (if a corporation)

WITNESS: (if not a corporation)

By: _____

Name: _____

Title: _____

Date: _____

(Name of Surety)

By: _____

Name: _____

Title: _____

Date: _____

Address of Surety: _____

**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: _____

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2025

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 Bowen, Miclette & Britt Insurance Agency, LLC 2800 North Loop West, Suite 1100 Houston TX 77092	CONTACT NAME: Samantha Brown PHONE (A/C, No, Ext): 713-880-7100 E-MAIL ADDRESS: sbrown@bmbinc.com	FAX (A/C, No): 713-880-7166
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Insurance Company		35289
INSURER B : Continental Casualty Co.		20443
INSURER C : American Casualty Co of Reading, PA		20427
INSURER D : Berkley Assurance Company		39462
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1314523973**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:	Y	Y	7036137269	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	7036137272	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☐ CLAIMS-MADE	Y	Y	7036137241	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	Y	WC736137255	11/1/2024	11/1/2025	☒ 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
D	Professional Liability			PCXB50286510825	8/1/2025	8/1/2026	Per Claim Aggregate 5,000,000 5,000,000

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

Pollution Liability - Carrier: Berkley Assurance Company
Policy Number: PCXB50286510825; Effective Dates: 08/01/2025 - 08/01/2026
Each Occurrence: \$5,000,000; Aggregate: \$5,000,000

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing contact person as shown above.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
1101 Texas Avenue
College Station TX 77842

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC		NAMED INSURED RAVA Construction, LLC Rava Utilities, LLC 10333 Westoffice Drive Houston TX 77042
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

General Liability:

Blanket additional insured Ongoing Operations per form #CNA75079XX 03/22
 Blanket additional insured Completed Operations per form #CNA75079XX 03/22
 Blanket waiver of subrogation per form #CNA74705XX 01/15
 Blanket primary/non-contributory per form #CNA75079XX 03/22

Automobile:

Blanket additional insured per form #CNA63359XX 04/12
 Blanket waiver of subrogation per form #CNA63359XX 04/12
 Blanket primary/non-contributory per form #CNA63359XX 04/12

Worker's Compensation:

Blanket waiver of subrogation per form #WC 00 03 13; WC 42 03 04 B

Umbrella:

Blanket additional insured per form #CNA75504XX 03/15
 Blanket waiver of subrogation per form #CNA75504XX 03/15
 Blanket primary/non-contributory per form #CNA75504XX 03/15

Pollution Liability:

Blanket additional insured per form #PERFORM-10002 11 20
 Blanket waiver of subrogation per form #PERFORM-10002 11 20
 Blanket primary/non-contributory per form #PERFORM-10002 11 20

Project: City of College Station New Public Works Facility, College Station, Texas

Certificate holder includes: City of College Station and MarmonMok

Certificate contains an endorsement naming the City of College Station as Additional Insured and further providing primary and non- contributory regarding self-insurance.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. Supervisory, inspection, architectural or engineering activities; or
- B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

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

Primary and Noncontributory Insurance

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

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

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

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

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

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

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

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

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

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

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

A. Was executed prior to:

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

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

All other terms and conditions of the Policy remain unchanged.

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

**Contractors' General Liability Extension Endorsement**

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

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**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

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

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

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

3. BODILY INJURY – EXPANDED DEFINITION

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

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

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

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

A. BROAD KNOWLEDGE OF OCCURRENCE

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

B. NOTICE OF OCCURRENCE

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

5. BROAD NAMED INSURED

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

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
- a. on the effective date of this **Coverage Part**; or

**Contractors' General Liability Extension Endorsement**

- B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

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

23. SUPPLEMENTARY PAYMENTS

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

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

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

25. WAIVER OF SUBROGATION - BLANKET

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

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

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

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

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

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

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

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

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

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

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

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

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

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

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

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

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

B. Bail Bonds and Loss of Earnings

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

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

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

II. PHYSICAL DAMAGE COVERAGE

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

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

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

B. Transportation Expenses

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

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

C. Loss of Use Expenses

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

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

D. Hired "Autos"

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

5. Hired "Autos"

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

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

E. Airbag Coverage

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

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

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F. Electronic Equipment

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

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

G. Diminution In Value

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

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

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

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- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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Policy No: **7036137272**

Policy Effective Date: **11/1/2024**

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Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

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

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

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

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: **WC736137255**

Policy Effective Date: **11/1/2024**

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Workers Compensation And Employers Liability Insurance
Policy Endorsement

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

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

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2% 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: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

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

Form No: WC 42 03 04 B (06-2014)

Endorsement Effective Date:

Endorsement No: 14; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Endorsement Expiration Date:

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PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

I. COVERAGES

A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during this **policy period**; and
2. if the applicable **underlying insurance** is on a claims made basis, then only if:
 - a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and
 - b. the **claim** is first made during the **policy period**.

B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained amount**:

1. that an **Insured** becomes legally obligated to pay because of **bodily injury, property damage or personal and advertising injury**; or
2. because of liability for **bodily injury or property damage** assumed under an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

- a. the **bodily injury or property damage** occurs during the **policy period**;
- b. the **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**;

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Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

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D. Coverage D - Key Employee Exclusions

With respect to **Coverage D – Key Employee**, this insurance does not apply to any actual or alleged:

1. Death or Disability

death or permanent disability of a **key employee** relating to, or arising out of:

- a. nuclear reaction or radiation or radioactive contamination, however caused;
- b. sickness or disease, including mental illness or mental injury;
- c. pregnancy, childbirth, miscarriage or abortion;
- d. suicide, attempted suicide or self inflicted bodily injury, while sane or insane;
- e. the **key employee's** intoxication, impairment or otherwise being under the influence of alcohol or controlled substances;
- f. war, including undeclared or civil war;
- g. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- h. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Other Expenses

- a. expenses the **Named Insured** incurs which the **Named Insured** would not have incurred if the **Named Insured** had used all reasonable means to:
 - i. find a permanent replacement for the **key employee**; and
 - ii. reduce or discontinue the **key employee** replacement expense;as soon as possible after the **Named Insured's** permanent loss of the services of the **key employee** caused by a **covered accident**.
- b. additional expenses incurred due to the **Named Insured's** loss of the services of a permanent replacement appointed or hired to replace a **key employee**, however caused. However, this exclusion does not apply if the replacement employee is included in the definition as a **key employee** and the **Named Insured's** loss of the services of the replacement employee is caused by a **covered accident**.

IV. WHO IS AN INSURED

The following persons or organizations are **Insureds**.

A. With respect to **Coverage A - Excess Follow Form Liability**, the **Named Insured** and any persons or organizations included as an insured under the provisions of **underlying insurance** are **Insureds**, and then only for the same coverage, except for limits of insurance, afforded under such **underlying insurance**.

B. With respect to the **Coverage B - Umbrella Liability**:

- 1. If the **Named Insured** is designated in the Declarations of this Policy as:
 - a. an individual, the **Named Insured** and the **Named Insured's spouse** are **Insureds**, but only with respect to the conduct of a business of which the **Named Insured** is the sole owner.
 - b. a partnership or joint venture, the **Named Insured** is an **Insured**. The **Named Insured's** members, the **Named Insured's** partners, and their **spouses** are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business.

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- c. a limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's** members are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business. The **Named Insured's** managers are **Insureds**, but only with respect to their duties as the **Named Insured's** managers.
- d. an organization other than a partnership, joint venture or limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's** executive officers and directors are **Insureds**, but only with respect to their duties as the **Named Insured's** officers or directors. The **Named Insured's** stockholders are also **Insureds**, but only with respect to their liability as stockholders.
- e. a trust, the **Named Insured** is an **Insured**. The **Named Insured's** trustees are also **Insureds**, but only with respect to their duties as trustees.

2. Each of the following are also **Insureds**:

- a. The **Named Insured's** volunteer workers but only while performing duties related to the conduct of the **Named Insured's** business.
- b. The **Named Insured's** employees, other than either the **Named Insured's** executive officers (if the **Named Insured** is an organization other than a partnership, joint venture or limited liability company) or the **Named Insured's** managers (if the **Named Insured** is a limited liability company), but only for acts within the scope of their employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business.

However, none of these employees or volunteer workers are **Insureds** for:

i. **bodily injury or personal and advertising injury:**

- (a) to the **Named Insured**, to the **Named Insured's** partners or members (if the **Named Insured** is a partnership or joint venture), to the **Named Insured's** members (if the **Named Insured** is a limited liability company), to a co-employee while in the course of his or her employment or performing duties related to the conduct of the **Named Insured's** business, or to the **Named Insured's** other volunteer workers while performing duties related to the conduct of the **Named Insured's** business;
- (b) to the spouse, child, parent, brother or sister of that co-employee or volunteer worker as a consequence of paragraph (i)(a) above;
- (c) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph i. (a) or (b) above; or
- (d) arising out of his or her providing or failing to provide professional health care services.

ii. **property damage** to property:

- (a) owned, occupied or used by;
- (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

the **Named Insured**, any of the **Named Insured's** employees, volunteer workers, any partner or member (if the **Named Insured** is a partnership or joint venture), or any member (if the **Named Insured** is a limited liability company).

- C. With respect to the **Coverage C - Crisis Event Management** and the **Coverage D - Key Employee**, the **Named Insured** is the **Insured**.

V. **LIMITS OF INSURANCE**

A. **Multiple Insureds, claims, claimants**

The limits of insurance shown in the Declarations of this Policy and the rules below fix the most the

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or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B - Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A - Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

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

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest

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Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

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

Claim means a:

- A. **suit**; or

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PERFORM

CONTRACTOR'S PROTECTIVE, PROFESSIONAL, POLLUTION, CYBER, MEDIA AND MITIGATION RESPONSE POLICY

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY (EXCEPT FOR COVERAGE C). SUBJECT TO ITS PROVISIONS, THIS POLICY (EXCEPT FOR COVERAGE C) APPLIES ONLY TO CLAIMS WHICH ARE FIRST MADE BY OR AGAINST YOU DURING THE POLICY PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD, IF APPLICABLE, AND FIRST REPORTED IN WRITING TO US IN THOSE PERIODS OR THE AUTOMATIC EXTENDED REPORTING PERIOD. UNLESS SPECIFICALLY PROVIDED OTHERWISE, CLAIM EXPENSES ARE INCLUDED WITHIN AND REDUCE THE LIMIT OF LIABILITY, AND ARE SUBJECT TO ANY APPLICABLE SELF-INSURED RETENTION.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Words and phrases that appear in bold print, excluding caption headings, have special meanings that are defined in the Definitions of this Policy.

The words "we," "us" and "our" mean the Insurer shown in the header of the Declarations of this Policy. The words "you" and "your" mean any person or entity described in the Definition of **Insured**.

In consideration of the payment of the premium, and in reliance upon the statements made in the application, materials, and information provided by you, which are incorporated into this Policy, form a part hereof, and are a representation upon which this Policy has been issued, we agree with you as follows:

I. INSURING AGREEMENT

A. Protective Indemnity

We shall indemnify you for **Protective Loss** on a **Protective Claim** as established by final judgment or settlement to which we agree in writing, in excess of collectible **Recoverable Insurance**, provided that:

1. the **Protective Claim** arises out of:
 - a. a negligent act, error or omission in the rendering of or failure to render **Professional Services**; or
 - b. a **Pollution Condition** resulting from the performance of **Contractor Activities**;by the **Responsible Entity** that were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Protective Claim** for such **Protective Loss** is first made by you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and
3. prior to the effective date of the first policy insuring this type of **Protective Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances which could give rise to **Protective Loss**; and
4. you made all reasonable efforts to recover your **Protective Loss** from the **Responsible Entity**.

B. Professional Liability

We will defend you against any **Professional Claim** (as provided in Section III.A. of this Policy) and pay on your behalf all **Damages** and **Claim Expense** for that **Professional Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Professional Claim** arises out of an actual or alleged negligent act, error or omission in the rendering of or failure to render **Professional Services** by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Professional Claim** is first made against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic

L. First Party Claim means a **Protective Claim** and any other request of us by you for **Mitigation Cost** or for sums arising out of any of the insuring agreements described in the Supplemental Coverage Section of this Policy.

M. Information Technology Products means a computer or telecommunication hardware or software product or other electronic product that is used, created, developed or manufactured by or for you, including software updates, service packs and other maintenance releases for such products.

N. Information Technology Services means:

1. Consulting on, design of, development of, analysis of, integration of, interface of, modification of and programming of software, hardware, networks, telecommunication systems and electronic or digital devices performed by you or on your behalf for your clients;
2. installation of, training in the use of, support of, servicing of, maintenance of, repair of your **Information Technology Products**;
3. marketing of, selling of, licensing of and distribution of **Information Technology Products**;
4. storage of, warehousing of, mining of and processing of data by you;
5. managing, operating, administering and hosting **Information Technology Products** for your clients; or
6. activities performed on your website(s);

but shall not mean **Information Technology Products**.

O. Insured means:

1. the **Named Insured**; or
2. any fully owned subsidiary corporations or subsidiary limited liability companies of the **Named Insured**, of any tier, in the past, as now constituted or hereafter constituted, subject to the limitations in Paragraph 9. of this Definition for the newly acquired or formed entities described therein; or
3. any present or former partner, director, officer, manager, member, shareholder, principal, trustee, or employee of the **Named Insured** solely while acting on behalf of the **Named Insured**, but this Paragraph 3. shall not make any entity an **Insured** solely because of its participation with the **Named Insured** in a legal entity such as a joint venture or limited liability company; or
4. any **Insured** with regard to its participation in a legal entity, including a joint venture or limited liability company, but solely for the **Named Insured's** legal liability arising out of the performance of **Professional Services, Contractor Activities, Media Activities or Information Technology Services** under the respective legal entity, and such legal entity itself, or any other entity other than an **Insured** that is part of the legal entity, are not **Insureds**; or
5. with regard to Coverage C only, any client of the **Named Insured**, or other entity or person, that the **Named Insured** is obligated to name as an additional insured on this Policy pursuant to a written contract, agreement, or permit, executed prior to when the **Pollution Claim** was first made, and solely as respects **Pollution Conditions** resulting from the **Named Insured's** performance of **Contractor Activities**; or
6. any entity which is specifically identified as an **Insured** in the Declarations or by endorsement to this Policy; or
7. the estate, heirs, executors, shareholders, administrators or legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, or bankruptcy, or the spouse or legal domestic partner of any **Insured**, but only to the extent such **Insured** would otherwise be provided coverage under this Policy while acting solely on behalf of the **Named Insured**; or
8. any prior entity that has been reported to us prior to when the **First Party Claim** or **Claim** was first made and whose assets, partners, principals, or shareholders were acquired by the **Named Insured**, and for which the **Named Insured** is required to provide liability insurance under a written contract or

agreement executed before the **First Party Claim** or **Claim** was first made; or

9. any entity newly formed or acquired by the **Named Insured** during the **Policy Period** in which the **Named Insured** has more than 50% legal or beneficial interest and over which the **Named Insured** exercises management or financial control and has agreed in writing to provide insurance for such entity prior to the **First Party Claim** or **Claim** being made. However:
 - a. coverage will only be provided for **First Party Claims** or **Claims** arising out of **Professional Services, Contractor Activities, Media Activities** or **Information Technology Services** performed on or after the date of formation, acquisition, or exercised financial or management control; and
 - b. this coverage will expire within 90 days for such entity, or the end of the **Policy Period**, whichever is earlier, unless the **Named Insured** provides written details of such newly acquired entity to us and pays the additional premium requested by us, if any.

P. Insured Contract means:

1. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you, or temporarily occupied by you, with permission of the owner is not an **Insured Contract**; or
2. a sidetrack agreement; or
3. any easement or license agreement; or
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
5. an elevator maintenance agreement; or
6. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **Bodily Injury, Property Damage, or Pollution Loss** to a third party or organization. This section does not include that part of any contract or agreement that indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - a. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

For the purpose of this section, tort liability means only that liability that would be imposed by law in the absence of any contract or agreement. Any assumption of liability beyond that of tort liability specified in this Paragraph 6. shall not be considered to be part of the **Insured Contract**.

Q. Loss means **Protective Loss, Third Party Loss, Mitigation Cost** and any other amount to which you are entitled under any of the insuring agreements described in the Supplemental Coverages Section of this Policy.

R. Media Activities means **Media Communications** or the gathering, collection, or recording of **Media Material** for inclusion in any **Media Communications** in the ordinary course of your business.

S. Media and Personal Injury Claim means a written demand, demand for arbitration or mediation, or suit, made against you seeking money or services due to a **Media and Personal Injury Offense**.

T. Media and Personal Injury Offense means:

1. Infringement of copyright, piracy, plagiarism or misappropriation or unauthorized use of ideas shared with you in the course of services for your client;
2. Infringement of trade secrets, domain name, title or slogan, or the dilution or infringement of trademark

As a condition precedent to coverage under this Policy, in the event of a **Claim** or **First Party Claim**, you must do the following:

1. Report the **Claim** or **First Party Claim** to us in writing as soon as reasonably possible, which (except for a **Pollution Claim**) must be during the **Policy Period**, the Automatic Extended Reporting Period, or during any applicable Optional Extended Reporting Period. Reporting should be sent to us at the address stated in the Claims Notice attached to this Policy; and
2. Promptly provide a copy of the **Claim** or **First Party Claim**, if in writing, and specify in the report: the names and addresses of the **Insured** reporting the **Claim** or **First Party Claim**, the persons or entities making the **Claim** or **First Party Claim**, and the persons or entities against whom the **Claim** or **First Party Claim** is made; when the **Claim** or **First Party Claim** was made; the subject of the **Claim** or **First Party Claim**; and any other relevant facts or allegations known to you.

B. Reporting a Circumstance

If during the **Policy Period**, you become aware of a circumstance that may reasonably be expected to give rise to a **Claim** or **First Party Claim** which may be covered under the Policy, and if you, during the **Policy Period**, provide a written report to us at the address stated in the Claim Notice attached to this Policy of the circumstance as soon as practicable containing particulars sufficient to identify you and all reasonably obtainable information with respect to:

1. when and how you first became aware of such circumstance;
2. any act, error, omission asserted or believed to be at issue;
3. the services or activities involved in the circumstance;
4. what happened and the dates and entities involved; and
5. the nature of any alleged or potential **Loss**;

then any **Claim** (except for a **Pollution Claim**) or **First Party Claim** arising out of such circumstance shall be deemed to have been made on the date we received the written report of the circumstance. At our sole discretion and cost, we may elect to investigate any circumstance which is reported; any such costs associated with the investigation of a circumstance prior to a **Claim** being made against you will not be considered **Claim Expense**, will not reduce the applicable Self-Insured Retention and shall be paid by us in addition to the Limit of Liability.

XI. CONDITIONS

A. Territory

The coverage afforded by this Policy applies worldwide.

B. Audit and Inspection

Upon reasonable prior notice, we shall be permitted to audit your final books and records at any time during the **Policy Period**, the Automatic Extended Reporting Period, the Optional Extended Reporting Period, if applicable, and within three years after the final termination of this Policy, as far as they relate to the subject matter of this Policy. We shall also be permitted to inspect, sample, and/or monitor your operations on a continuing basis. Neither our right to make inspections, sample, and/or monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking, on behalf of us or others, to determine or warrant that your operations are safe, healthful, conform to acceptable practice, or are in compliance with any law, rule, or regulation.

C. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery thereof. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. However, we waive our rights of subrogation under this Policy, to the extent such a waiver is required by a written contract with you executed prior to the **Claim**, against any of the following that is not a **Responsible Entity**: your clients, their parents or other affiliates, and your client's designees; and your co-participants in an entity for which your

participation is insured under Definition O.4. of this Policy.

For Coverage A only, we will not subrogate against a **Responsible Entity** in excess of its collectible insurance, provided it has maintained **Recoverable Insurance**, regardless of whether or not such **Recoverable Insurance** is exhausted or reduced.

D. Changes

None of the provisions of this Policy will be waived, changed, or modified except by written endorsement issued by us to form a part of this Policy. Notice to any of our agents or knowledge possessed by any such agent or any other person will not act as a waiver or change in any part of this Policy and will not prevent us from asserting any rights under the provisions of this Policy.

E. Action Against Us

Only you can make claims against us under Coverages A and F, and the Supplemental Coverages, of this Policy.

No action shall be taken against us with respect to Coverage A unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount the **Responsible Entity** is legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No action shall be taken against us with respect to Coverage B, C, D or E unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount you are legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No person or organization shall have any right under this Policy to join us in any action against you. No **Responsible Entity** shall be an **Insured** under this Policy.

F. Assignment of Interest

It is agreed that the insurance provided herein and your interests hereunder cannot be transferred or assigned to another party without our express written consent.

G. Cancellation and Termination

1. The premium paid for this Policy shall be fully earned in the first twelve months of the **Policy Period**.
2. This Policy may only be cancelled by us for one or more of the following reasons:
 - a. non-payment of premium; or
 - b. a material misrepresentation or concealment of facts; or
 - c. a material breach of any provision of this Policy.

If this Policy is cancelled by us, notice of cancellation will be sent in writing to the first **Named Insured** (except as modified by any Endorsement to this Policy, either electronically or at the address indicated on the Declarations. We will provide such written notice at least ninety (90) days prior to the date such cancellation is to take effect; except that, in the event of cancellation for non-payment of premium, we will provide only fifteen (15) days written notice. If the premium is paid by a premium financing company and the premium financing company, acting under a valid premium finance agreement with you, requests cancellation of the Policy due to non-payment of premium from you in the first twelve (12) months of the **Policy Period**, the earned premium shall be computed short-rate of the twelve-month policy term premium and the unearned premium shall be returned to the premium finance company.

The effective date and hour of cancellation will be stated in such notice. Cancellation by us also cancels the Automatic Extended Reporting Period and any Optional Extended Reporting Period; the **Policy Period**, the Automatic Extended Reporting Period, and any Optional Extended Reporting Period will end on that date. If we cancel for the reason specified in Subparagraph (a), there shall be no return premium. If we cancel for reasons stated in Subparagraphs (b) or (c) in the first twelve (12)

months of the **Policy Period**, the earned premium shall be computed pro-rata of the twelve-month earned policy term premium. Payment of any return premium shall not be a condition of cancellation.

3. This Policy may be cancelled by the first **Named Insured** for any reason. In the event that the first **Named Insured** cancels the Policy, the earned premium shall be computed under the customary short rate table and procedure as a percentage of the total Policy premium stated in the Declarations, and we will return the corresponding unearned premium to the first **Named Insured**. Cancellation by the first **Named Insured** shall also cancel the Automatic Extended Reporting Period and any Optional Extended Reporting Period on the date of cancellation.
4. Notwithstanding the foregoing, if you report a **Claim** or **First Party Claim** to us prior to the date of cancellation, the Policy premium shall be considered 100% earned, and no premium shall be returned upon cancellation.

H. No Limitation of Liability

You shall not limit the liability of any **Responsible Entity**, except to collectible insurance, without our prior written approval. If you limit the liability of a **Responsible Entity** in a manner that fails to comply with the foregoing, our obligation to pay **Loss** arising out of any **Claim** or **First Party Claim** involving such **Responsible Entity** shall apply solely in excess of the collectible insurance that would have been available in the absence of the limitation of liability to such **Responsible Entity** or any person or entity for which the **Responsible Entity** is responsible.

I. Your Bankruptcy

Your bankruptcy or insolvency shall not relieve us of our obligations under this Policy.

J. Authorization Clause

By acceptance of this Policy, the first **Named Insured** shall be the sole agent of and shall act on behalf of the **Insureds** for all purposes as to the Policy, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, providing and receiving notice of cancellation, termination, or nonrenewal, the giving of notices and reporting of **First Party Claims**, **Claims** and circumstances, for completing applications and the making of any statements or representations, for making any change to the Policy, and for the exercising or declining to exercise any right under this Policy, including the purchase of an Optional Extended Reporting Period.

K. Severability of Policy Provisions

If any material provision or clause of this Policy is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, that provision will immediately become null and void, leaving the remainder of this Policy in full force and effect.

L. Severability of Insureds (Coverages B, C, D and E)

Except with respect to the Limits of Liability and Self-Insured Retentions, the Authorization Clause of this Conditions Section and as otherwise provided in this Policy, this insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.

M. Other Insurance

This Policy is excess over the Self-Insured Retention and any other valid and collectible liability insurance available to you, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we will have no duty to defend the **Claim**; if no such other insurance defends the **Claim**, we will have the right but not the duty to defend the **Claim**.

Under Coverage C only, when you are required by written contract, written agreement, or permit, executed prior to when the **Pollution Claim** was first made, to include any person or entity as an additional **Insured**, such coverage will be provided on a primary and non-contributory basis to the extent so required.

N. Choice of Law

**Policy Holder Notice - Countrywide**

It is understood and agreed that:

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

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

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

All other terms and conditions of the Policy remain unchanged.

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



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

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

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

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

All other terms and conditions of the policy remain unchanged

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

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 9; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: **7036137272**

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NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

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

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

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

All other terms and conditions of the policy remain unchanged.

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



POLICY HOLDER NOTICE - COUNTRYWIDE

It is understood and agreed that:

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

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

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

Form No: CNA75014XX (01-2015)

Policyholder Notice Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: 7036137241

Policy Effective Date: 11/1/2024

Policy Page: 3 of 62

Policy Number: 7036137269
Effective Date: 11/1/2024 - 11/1/2025

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of College Station 1101 Texas Avenue College Station, TX 77842	City of College Station New Public Works Facility, College Station, Texas
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

Policy Number: 7036137269
Effective Date: 11/1/2024 - 11/1/2025

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of College Station 1101 Texas Avenue College Station, TX 77842	City of College Station New Public Works Facility, College Station, Texas
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

EXHIBIT D

TECHNICAL SPECIFICATIONS AND PLANS

If the plans and specifications from the RFP/CSP are not physically inserted here, then they are fully incorporated into this contract by reference.

OFFEROR'S PROPOSAL FORM

Date: April 10, 2025

PROPOSAL FROM: RAVA Construction, LLC

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

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the **City of College Station City Hall Building** and to perform the work required for the construction of said building at the location set out by the Plans and Specifications, in strict accordance with the Proposal/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 sums:

1. **PRECONSTRUCTION FEE**

List Offeror's proposed fee for all pre-construction phase services, including pre-planning, cost estimating, scheduling, value engineering, and constructability reviews, as a lump sum amount:

Dollars \$ 145,000.00

2. **GENERAL CONDITIONS**

List Offeror's proposed cost for General Conditions to accommodate the onsite staff as a lump sum amount. These items will include, but not be limited to, office trailers, phones, furniture, copiers, computers, software, supplies, cleaning, move in/move out, printing expenses, site personnel's radios, pagers, phones, etc., required equipment, insurance premiums, and other items specifically provided for in **Attachment 1**:

Dollars \$ 1,608,937.00

3. **CONSTRUCTION MANAGER AT RISK FEE**

List Offeror's proposed fee as a percentage of construction cost, including all overhead and profit:

Percent % 2.20

4. NUMBER OF PROPOSED CONSTRUCTION DAYS

List Offeror's proposed number of calendar days from the Notice to Proceed that will be sufficient for performing all work:

RECEIPT OF ADDENDA

No response needed
Days per Add. 2, however
our general conditions
are based upon 517 days / 17
months duration

I hereby acknowledge receipt of the following Addenda: 1 & 2

BY SUBMITTING A PROPOSAL, EACH OFFEROR AUTHORIZES CITY TO PERFORM ALL INVESTIGATIONS INTO THE OFFEROR'S BACKGROUND, CAPABILITIES, PRIOR EXPERIENCE AND OTHER FACTORS PERTAINING TO OFFEROR'S PERFORMANCE OF THE WORK, AS CITY DEEMS NECESSARY IN ITS SOLE DISCRETION, AND FOR THAT PURPOSE, SUBMISSION OF A PROPOSAL SHALL ACT AS OFFEROR'S SPECIFIC AUTHORIZATION TO PERSONS AND ENTITIES CONTACTED BY CITY IN CONNECTION WITH SUCH INVESTIGATIONS ("EVALUATING PARTIES") TO PROVIDE CITY WITH THE INFORMATION REQUESTED BY CITY AND TO DISCUSS AND EXPRESS OPINIONS CONCERNING OFFEROR. FURTHER, BY SUBMISSION OF A PROPOSAL, OFFEROR AGREES TO FULLY AND FOREVER WAIVE AND RELEASE ANY CLAIM (KNOWN OR UNKNOWN) IT HAS OR MAY HAVE AGAINST CITY, ARCHITECT, THE EVALUATING PARTIES AND THEIR RESPECTIVE ATTORNEYS, EMPLOYEES, CONSULTANTS, REPRESENTATIVES, AND AGENTS WHICH IN ANY WAY ARISE OUT OF OR ARE CONNECTED TO THE: (I) ADMINISTRATION, EVALUATION, OR RECOMMENDATION (OR LACK THEREOF) OF ANY PROPOSAL; (II) WAIVER OF ANY REQUIREMENTS UNDER THE PROPOSAL/CONTRACT DOCUMENTS; AND (III) ACCEPTANCE OR REJECTION OF ANY PROPOSAL AND AWARD OF THE CONTRACT.

OFFEROR'S NAME: Atul Raj

OFFEROR'S SIGNATURE: 

ATTACHMENT 1

GENERAL CONDITIONS DETAIL

DESCRIPTION	QTY	UNIT	S Cost/Unit Including All Burden & Insurance, Etc.	TOTAL
On Site Project Management				
Project Executive	17	MO	\$2,708.00	\$46,036.00
Project Manager	17	MO	\$6,963.00	\$118,371.00
Superintendent(s)	17	MO	\$24,379.00	\$414,443.00
Asst. Superintendent	17	MO	\$6,852.00	\$116,484.00
Office Engineer(s)	17	MO	\$4,672.00	\$79,424.00
Project Expeditor		MO		
Scheduler	17	MO		
Project Support Staff	17	MO	\$11,745.00	\$199,665.00
Cost Engineer		MO		
Bonds and Insurance				
GL, Auto, WC & Builders Risk	1	LS	\$55,340.00	\$55,340.00
Payment & Performance Bonds	1	LS	\$255,675.00	\$255,675.00
Temporary Project Construction and Utilities for CM Staff				
Dumpsters or CM staff	17	MO	\$6,115.00	\$103,955.00
Monthly Telephone Service	17	MO	\$271.00	\$4,607.00
Project Water	17	MO	\$952.00	\$16,184.00
Temporary Toilets	17	MO	\$1,270.00	\$21,607.00
Temporary Fire Protection	17	MO	\$322.00	\$5,474.00
Telephone System Installation		LS		
Ceremonies	1	LS	\$5,000.00	\$5,000.00
Temporary Water Meter(s).	17	MO	\$88.00	\$1,496.00
Jobsite internet set up costs (wireless access, Modem, router	17	MO	\$150.00	\$2,550.00
Jobsite internet service charges	17	MO	\$75.00	\$1,275.00
Field Offices & Office Supplies for CM Staff				
Job Photos and Videos	17	MO	\$152.00	\$2,754.00
CM Project Specific Signage	1	LS	\$1,868.00	\$1,868.00
Postage and Deliveries	17	MO	\$47.00	\$799.00
Mobilization for Office Trailers	1	LS	\$13,000.00	\$13,000.00
Monthly Office Rental Costs	17	MO	\$2,454.00	\$41,718.00
Storage Trailers	17	MO	\$1,071.00	\$18,207.00
Field Office Equipment	17	MO	\$846.00	\$14,382.00
Vehicles including Fuel, Maintenance & Ins		MO		
Safety Equipment	17	MO	\$1,314.00	\$22,338.00
First Aid Supplies	17	MO	\$164.00	\$2,788.00
Job Office Supplies	17	MO	\$541.00	\$9,197.00
Janitorial Supplies	17	MO	\$150.00	\$2,550.00
Project Computers and Software	17	MO	\$425.00	\$7,225.00
Field Office Furniture	17	MO	\$548.00	\$9,316.00
Copy Machine and Supplies	17	MO	\$500.00	\$8,500.00
Communications Equipment	17	MO		
Advertising	17	MO	\$65.00	\$1,105.00

Project Sign (Owner)		MO	\$111.00	\$1,868.00
Project Sign (Contractor)		MO	\$111.00	\$1,868.00
OSHA required signs		MO	\$111.00	\$1,868.00
TOTAL GENERAL CONDITIONS				\$1,608,937.00

**ATTACHMENT 4
SECURITY BOND**

Surety Bond No. K41931656

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF BRAZOS

§

That we, RAVA Construction, LLC, as Principal (the CMAR), and Federal Insurance Company, as Surety, are hereby held and firmly bound unto the City of College Station, Texas, as Oblige (the City), and its successors and assigns, in the Penal Sum of **Five Percent (5%) of Thirty Five Million and no/100 Dollars (\$35,000,000.00)**, the Construction Budget, for a total Penal Sum of **One Million Seven Hundred Fifty Thousand and no/100 Dollars (\$1,750,000.00)**, for the Project defined hereinbelow, for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has executed a Construction Manager at Risk contract, dated TBD, with Oblige, Contract No. RFP (CMAR) 25-046 (the "Contract"), for the Construction Manager at Risk - New Public Works Facility - Project No. GG2505 Project (the "Project").

NOW THEREFORE, the condition of this obligation is such that, if the aforesaid Principal shall execute a Guaranteed Maximum Price Proposal acceptable to the Oblige, and the said Oblige executes the Contract Amendment in connection therewith and, the principal fails to execute the Contract Amendment or fails to deliver Performance and Payment Bonds within the time required by the Contract, to secure the performance of the terms and conditions of the Contract, the Principal and surety will pay the Oblige the difference in money between the amount of the partially executed Contract Amendment, the Guaranteed Maximum Price, as may be applicable (or all of them in the case of multiple Contract Amendments and/or Guaranteed Maximum Prices), of the said Principal and the amount for which the Oblige contracts with another party to perform the work of the partially executed Contract Amendment and/or Guaranteed Maximum Price, if the latter amount be in excess of the former (respectively, in the case of multiple Contract Amendments and/or Guaranteed Maximum Prices), and the costs Oblige incurs to reselect a Construction Manager at Risk, including but not limited to the difference in the amount of Principal's Fee and General Conditions costs and the new Construction Manager at Risk's Fee and General Conditions costs, but in no event shall the surety's aggregate liability hereunder exceed the Penal Sum hereof.

PROVIDED, FURTHER, that this Security Bond is effective for the term of twelve months from the time of its execution and will deemed to be automatically extended without amendment for six months from the expiry date hereof, or any future expiration date, unless at least sixty (60) days prior to any expiration date Surety notifies Oblige by registered mail, at the address for notices to Oblige set forth in the Contract, that it elects not to extend the term of this Security Bond for any additional period.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument on the respective dates written below their signatures and under their several seals the name and corporate seal of each entity being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body and have attached a current Power of Attorney.

Bond No. K41931656

FOR THE PRINCIPAL/CMAR:

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

RAVA Construction, LLC
(Name of Principal/CMAR)

By: Kathy Ward
Name: Pooja Rharbanda or
Title: Secretary Kathy Ward
Date: April 10, 2025

By: [Signature]
Name: Atul Raj
Title: President
Date: April 10, 2025

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

Federal Insurance Company

By: [Signature]
Name: David T. Miclette
Title: Witness
Date: April 10, 2025

(Full Name of Surety)
Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
(Address of Surety for Notice)

By: [Signature]
Name: Ashley Britt
Title: Attorney-In-Fact
Date: April 10, 2025

FOR THE OBLIGEE/CITY:

REVIEWED:

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

City Attorney

City Manager

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Stacey Bosley, Ashley Britt, Kathleen Cuckler, Robert C. Davis, Will Duke, Aaron Hawley, Nikole Jeannette, Lucas Lomax, Barry K. McCord, David T. Mickette, Stacy Owens, and Nancy Rios of Houston Texas; Rita G. Gulizo of New Orleans, Louisiana -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 13th day of January, 2025.

Rupert H.D. Swindells

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn

Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 13th day of January, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

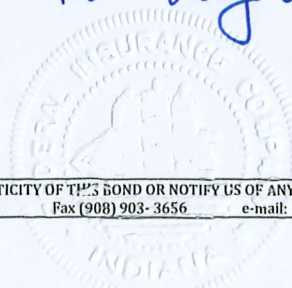
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

10th day of April, 2025.



Rupert H.D. Swindells
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

POLICYHOLDER INFORMATION NOTICE***IMPORTANT NOTICE***

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

You may send information to Chubb at:

Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
Attn: Surety Support
Phone: 800-252-4670 Fax: 800-664-5358

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.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Usted puede enviar información a Chubb en:

Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
Attn: Surety Support
Phone: 800-252-4670 Fax: 800-664-5358

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

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

DISPUTA SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente 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 propósito de información y no se convierte en parte o condición del documento adjunto.

August 28, 2025

Item No. 7.6.

Request to name the Senior League Fields 5 and 6 at Brian Bachmann Community Park as the Bill Whitehead Senior League Fields.

Sponsor: Kelsey Heiden

Reviewed By CBC: Parks & Recreation Board

Agenda Caption: Presentation, discussion, and possible action regarding a request to name the Senior League Fields 5 and 6 at Brian Bachmann Community Park as the Bill Whitehead Senior League Fields.

Relationship to Strategic Goals:

Recommendation(s): The Parks and Recreation Board unanimously approved a motion to recommend approval at their June 2024 meeting.

Staff recommends that City Council consider the request submitted to name the senior league fields 5 and 6 at Brian Bachmann Community Park as "Bill Whitehead Senior League Fields," with an associated plaque at the concession building.

Summary: Amy Arredondo, representing College Station Little League (CSLL), has submitted a request to name the Senior League Fields 5 and 6 at Brian Bachmann Community Park in honor of Bill Whitehead.

HONOREE BACKGROUND: For over 30 years, Bill served the youth of College Station by volunteering with CSLL as a coach and board member, advancing the Little League mission that the "power of youth baseball and softball teaches life lessons that build stronger individuals and communities." Even after his cancer diagnosis, he demonstrated unwavering commitment by scheduling treatments around field duties and continuing his volunteer service until his passing in January 2025.

SERVICE RECORD:

- **Coaching Excellence:** Led teams from Tee Ball through Senior League divisions, achieving district, regional, and state-level victories
- **Leadership Role:** Served multiple terms on CSLL Board of Directors, including presidency and senior division coordinator
- **Community Recognition:** Recipient of the Wayne Smith Award, CSLL's highest honor recognizing exceptional dedication to youth baseball

In honor of Mr. Whitehead's legacy and his positive impact, CSLL requested to:

- Name senior league fields 5 and 6 at Brian Bachmann Community Park to "Bill Whitehead Senior League Fields."
- Placement of a plaque acknowledging this honor at the associated concession building.

Naming Policy: This request aligns with the City of College Station Naming Policy for sub-facilities, which allows for naming to commemorate individuals who are deceased and have a history of exceptional community service or contributions to the facility's best interests and purposes.

Budget & Financial Summary: The estimated cost is \$500 and will be absorbed within Parks and Recreation Department's existing operating budget.

Attachments:

1. Proposal for Bill Whitehead Naming

To: Kelsey Heiden
CS Parks and Recreation Staff
CS Parks and Recreation Board

From: Amy Arredondo

Date: June 10, 2025

Subject: Naming the Senior League fields at Bachmann

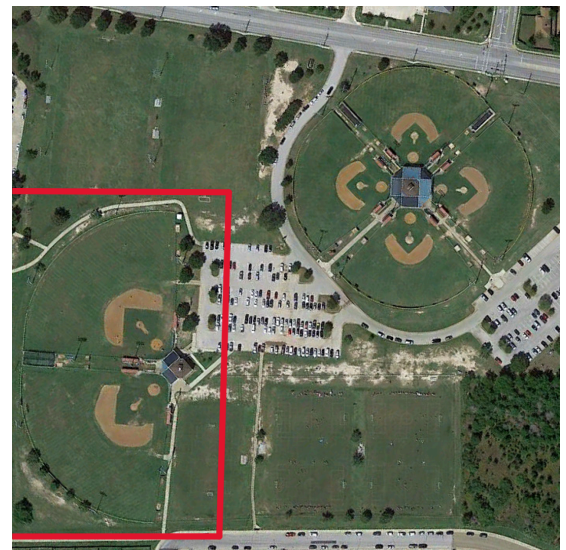
I would like to propose naming the Senior League fields at Bachmann Park in honor of Bill Whitehead. For over 30 years, Bill served the youth of this community by volunteering with College Station Little League as a coach and board member, advancing the Little League mission that the “power of youth baseball and softball teaches life lessons that build stronger individuals and communities.” Even after his cancer diagnosis, he continued to show up and help wherever he could. In fact, other than struggling with side effects from his treatment, no one even knew there was anything wrong. He scheduled time around his treatments to be at the fields helping out with All Stars or in any way he could, and he always had a smile on his face and a story to tell. He was especially proud of the fact that he was able to help coach his grandkids in Tee Ball in the last few years.

Proposed Name

I propose that the name of the 2 senior league fields at Bachmann Park be changed to the Bill Whitehead Senior League Fields, with a plaque commemorating this name change placed in the concession building between those 2 fields. Please see the map for reference.

Qualification

I believe that Bill Whitehead qualifies for this honor based on the City Facilities and Sub-Facilities Naming Policy and Guidelines section 4(c)(iii). Bill has coached teams from Tee Ball to Senior League, taking teams to win at the district, region, and state levels. As a member of the College Station Board of Directors, Bill served as president as well as a coordinator for the older kid divisions, where he spent a significant amount of time and effort to work with all the local Little Leagues to make sure that all kids got a chance to play as many games as possible. He was an invaluable resource to all the



board members as many of us volunteered without much actual knowledge of what to do. His knowledge and support is sorely missed by all.

College Station Little League recognized Bill's longtime support of Little League baseball in our city with the Wayne Smith award. This award, named after Wayne Smith as a tribute to his own significant contributions to youth baseball, is given to honor outstanding dedication and commitment that is above and beyond to College Station Little League and the kids who play with them.

Community Support for the Proposed Name Change

Over the last few years, since close friends of Bill's learned of his diagnosis, I have been approached by those who have coached with him and kids who he coached requesting that something be done to honor Bill's dedication to youth baseball in College Station. It was one of them who suggested to me that we rename the Senior League fields in his honor. I was told that Bill worked hard to bring those fields to College Station. In addition, this proposal has the support of College Station Little League and its board of directors. The general consensus is that something should be done to recognize his contributions, and this feels like the most appropriate way to do that.

Cost

With the current re-building of the buildings at Bachmann, the cost for the re-naming should be minimal. It is estimated that the only cost needed would be for a plaque, which would be about \$500.

Conclusion

In honor of Bill Whitehead's 30-plus years of support for College Station Little League and the youth of our community, I am requesting approval for this proposal to re-name the Senior League fields at Bachmann park as the Bill Whitehead Senior League Fields along with a plaque acknowledging this honor. Along with others in the community, I believe that Bill's longtime dedication is deserving of this honor, and his family would greatly appreciate this token of our appreciation for his efforts.

August 28, 2025
Item No. 7.7.
Opioid Settlements

Sponsor: Adam Falco, City Attorney

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion and possible action on the Texas Settlement Subdivision Participation and Release Form for the Purdue and Sackler opioid settlement agreement, and the Texas Settlement Subdivision Participation and Release Forms for each opioid settlement agreement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

Relationship to Strategic Goals:

Recommendation(s): Staff recommends approval of the participation and release form to join the settlements as the City has done with the previous opioid settlement agreements.

Summary: Texas, along with a broad coalition of states and subdivisions, has now reached final agreements with fifteen companies to resolve legal claims for their role in the opioid crisis. The newest agreements are with opioid manufacturer Purdue Pharma and the Sackler family and Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. There are also agreements with opioid manufacturers Johnson & Johnson, Endo, Teva, and Allergan. There is a separate joint agreement with three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson, as well as a settlement reached through bankruptcy with Mallinckrodt, a manufacturer and distributor. Finally, there are separate settlements with pharmacies CVS, Walgreens, Walmart, and Kroger. The Council has previously approved the Texas Term Sheet in October 2021 that was prepared by the State of Texas outlining the terms of any settlement. The City has received approximately \$173k related to the previous settlements to combat the opioid crisis.

Budget & Financial Summary: Settlement Funds allocated for the Opioid Crisis.

Attachments:

1. Alvogen-EX.-K-Subdivision-Participation-Form-July-24-2025
2. Amneal-Exhibit-K-Subdivision-Participation-Form-July-24-2025
3. Apotex-Ex.-K-Subdivision-Participation-Form-July-24-2025
4. Hikma-Ex.-K-Subdivision-Participation-Form-July-24-2025
5. Indivior-Ex.-K-Subdivision-Participation-Form-July-24-2025
6. Mylan-Exhibit-K-Subdivision-Participation-Form-July-24-2025
7. Purdue - Gesa Ex K Subdivision Participation Form-1
8. Sun-Exhibit-K-Subdivision-Participation-Form-July-24-2025
9. Zydus-Ex.-K-Subdivision-Participation-Form-July-24-2025

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	City of College Station	State:	Texas
Authorized Signatory:	John P. Nichols, Mayor		
Address 1:	P.O. Box 9960 1101 Texas Ave.		
Address 2:			
City, State, Zip:	College Station, Tx 77842		
Phone:	979-764-3500		
Email:	jnichols@cstx.gov		

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Alvogen Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Alvogen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Alvogen Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Alvogen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Alvogen Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Alvogen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Alvogen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Alvogen Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Alvogen Settlement.

7. The Governmental Entity has the right to enforce the Alvogen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Alvogen Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Alvogen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Alvogen Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Alvogen Settlement.
10. In connection with the releases provided for in the Alvogen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Alvogen Settlement.

11. Nothing herein is intended to modify in any way the terms of the Alvogen Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Alvogen Settlement in any respect, the Alvogen Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: John P. Nichols

Title: Mayor, City of College Station, Texas

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of College Station	State: Texas
Authorized Signatory: John P. Nichols, Mayor	
Address 1: P.O. Box 9960 1101 Texas Ave.	
Address 2:	
City, State, Zip: College Station, TX 77842	
Phone: 9797643500	
Email: jnichols@cstx.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Amneal Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Amneal Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Amneal Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Amneal Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Amneal Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Amneal Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Amneal Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Amneal Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Amneal Settlement.

7. The Governmental Entity has the right to enforce the Amneal Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Amneal Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Amneal Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Amneal Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Amneal Settlement.
10. In connection with the releases provided for in the Amneal Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Amneal Settlement.

11. Nothing herein is intended to modify in any way the terms of the Amneal Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Amneal Settlement in any respect, the Amneal Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: John P. Nichols

Title: Mayor, City of College Station, Texas

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of College Station	State: Texas
Authorized Signatory: John P. Nichols, Mayor	
Address 1: P.O. Box 9960 1101 Texas Avenue	
Address 2:	
City, State, Zip: College Station, TX 77842	
Phone: 9797643500	
Email: jnichols@cstx.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Apotex Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Apotex Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Apotex Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Apotex Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Apotex Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Apotex Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Apotex Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Apotex Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Apotex Settlement.

7. The Governmental Entity has the right to enforce the Apotex Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Apotex Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Apotex Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Apotex Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Apotex Settlement.
10. In connection with the releases provided for in the Apotex Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Apotex Settlement.

11. Nothing herein is intended to modify in any way the terms of the Apotex Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Apotex Settlement in any respect, the Apotex Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: John P. Nichols

Title: Mayor, City of College Station, Texas

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of College Station	State: Texas
Authorized Signatory: John P. Nichols, Mayor	
Address 1: P.O. Box 9960 1101 Texas Ave.	
Address 2:	
City, State, Zip: College Station, TX 77842	
Phone: 9797643500	
Email: jnichols@cstx.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Hikma Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Hikma Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Hikma Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Hikma Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Hikma Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Hikma Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Hikma Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Hikma Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Hikma Settlement.

7. The Governmental Entity has the right to enforce the Hikma Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Hikma Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Hikma Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Hikma Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Hikma Settlement.
10. In connection with the releases provided for in the Hikma Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Hikma Settlement.

11. Nothing herein is intended to modify in any way the terms of the Hikma Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Hikma Settlement in any respect, the Hikma Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: John P. Nichols

Title: Mayor, City of College Station, Texas

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of College Station	State: Texas
Authorized Signatory: John P. Nichols, Mayor	
Address 1: P.O. Box 9960 1101 Texas Ave.	
Address 2:	
City, State, Zip: College Station, TX 77842	
Phone: 9797643500	
Email: jnichols@cstx.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Indivior Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Indivior Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Indivior Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Indivior Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Indivior Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Indivior Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Indivior Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Indivior Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Indivior Settlement.

7. The Governmental Entity has the right to enforce the Indivior Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Indivior Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Indivior Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Indivior Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Indivior Settlement.
10. In connection with the releases provided for in the Indivior Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Indivior Settlement.

11. Nothing herein is intended to modify in any way the terms of the Indivior Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Indivior Settlement in any respect, the Indivior Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: John P. Nichols

Title: Mayor, City of College Station, Texas

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of College Station	State: Texas
Authorized Signatory: John P. Nichols, Mayor	
Address 1: P.O. Box 9960 1101 Texas Ave.	
Address 2:	
City, State, Zip: College Station, TX 77842	
Phone: 9797643500	
Email: jnichols@cstx.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Mylan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Mylan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Mylan Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Mylan Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Mylan Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Mylan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Mylan Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Mylan Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Mylan Settlement.

7. The Governmental Entity has the right to enforce the Mylan Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Mylan Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Mylan Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Mylan Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Mylan Settlement.
10. In connection with the releases provided for in the Mylan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Mylan Settlement.

11. Nothing herein is intended to modify in any way the terms of the Mylan Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Mylan Settlement in any respect, the Mylan Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: John P. Nichols

Title: Mayor, City of College Station, Texas

Date: _____

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: City of College Station	State: Texas
Authorized Official: John P. Nichols, Mayor	
Address 1: P.O. Box 9960 1101 Texas Ave	
Address 2:	
City, State, Zip: College Station, Tx 77842	
Phone: 9797643500	
Email: jnichols@cstx.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	_____
Name:	John P. Nichols
Title:	Mayor, City of College Station, Texas
Date:	_____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of College Station	State: Texas
Authorized Official: John P. Nichols, Mayor	
Address 1: P.O. Box 9960 1101 Texas Ave	
Address 2:	
City, State, Zip: College Station, TX 77842	
Phone: 9797643500	
Email: jnichols@cstx.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Sun Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Sun Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Sun Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Sun Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Sun Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Sun Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Sun Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Sun Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Sun Settlement.

7. The Governmental Entity has the right to enforce the Sun Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sun Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sun Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Sun Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Sun Settlement.
10. In connection with the releases provided for in the Sun Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Sun Settlement.

11. Nothing herein is intended to modify in any way the terms of the Sun Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Sun Settlement in any respect, the Sun Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: John P. Nichols

Title: Mayor, City of College Station, Texas

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of College Station	State: Texas
Authorized Official: John P. Nichols, Mayor	
Address 1: P.O. Box 9960 1101 Texas Ave.	
Address 2:	
City, State, Zip: College Station, Tx 77842	
Phone: 9797643500	
Email: jnichols@cstx.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated [date] (“*Zydus Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Zydus Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Zydus Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Zydus Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Zydus Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Zydus Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Zydus Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Zydus Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Zydus Settlement.

7. The Governmental Entity has the right to enforce the Zydus Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Zydus Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Zydus Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Zydus Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Zydus Settlement.
10. In connection with the releases provided for in the Zydus Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Zydus Settlement.

11. Nothing herein is intended to modify in any way the terms of the Zydus Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Zydus Settlement in any respect, the Zydus Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: John P. Nichols

Title: Mayor, City of College Station, Texas

Date: _____

August 28, 2025

Item No. 7.8.

Ordinance to Amend School Zone Operation Times and Locations

Sponsor: Randell Smith, Sr. Engineer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules", Section 38-1005 "Traffic Schedule V, School Zones" by amending school operational times and adding additional locations.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval.

Summary: Staff is recommending amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules", Section 38-1005 "Traffic Schedule V, School Zones" by amending school zone operation times at all CSISD schools, adding Wellborn Middle School, and amending school zone operation times at International Leadership of Texas schools.

Budget & Financial Summary: Funds are available in the Traffic Operations and Maintenance budget.

Attachments:

1. School Zone Times Ordinance 2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES”, SECTION 38-1005 “TRAFFIC SCHEDULE V, SCHOOL ZONES,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE OPERATIONAL TIME OF MULTIPLE LOCATIONS AND ADDING ROCK PRAIRIE ROAD 640 FEET WEST OF HOLLEMAN DRIVE, ROCK PRAIRIE ROAD 265 FEET EAST OF HOLLEMAN DRIVE, HOLLEMAN DRIVE 475 FEET SOUTH OF ROCK PRAIRIE ROAD, AND HOLLEMAN DRIVE 460 FEET SOUTH OF DEACON WEST BY PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1005 “Traffic Schedule V, School Zones,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1005 “Traffic Schedule V, School Zones,” of the Code of Ordinances of the City of College Station, Texas, be amended to read as follows:

Sec. 38-1005. Traffic Schedule V, school zones.

Schedule V—School Zones Revised 8/28/2025					
Location	Posted Hours	Posted Speed Limit	Operational Time (School Days)	Ord. No./ Date Adopted	BASE MAP NO.
College Hills Elementary					
Francis Drive, West of Ashburn Avenue—East of Williams Street.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#1986 Nov. 12, 1992	1998-01
Francis Drive, West of Walton Drive—East of James Parkway.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#1986 Nov. 12, 1992	1998-01
Gilchrist Avenue, West of Ashburn Avenue—East of Williams Street.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#1441 Aug. 11, 1983	1998-01
Gilchrist Avenue, West of Williams Street—East of Walton Drive.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#1441 Aug. 11, 1983	1998-01
Walton Drive, South of Nunn Street—North of Francis Drive.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#1986 Nov. 12, 1992	1998-01
Walton Drive, South of Francis Drive—North of Bolton Avenue.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#1986 Nov. 12, 1992	1998-01
Francis Drive, at intersection with Williams Street.	7:00—8:00 a.m. 2:55—3:55 p.m.	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.		
South Knoll Elementary					
Southwest Parkway, East of Langford Street—West of Laura Lane.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#1441 Aug. 11, 1983	1998-02
Southwest Parkway, East of Lawyer Place—West of Sabine Court.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#1441 Aug. 11, 1983	1998-02
Langford Street, South of S. Ridgefield Court—North of Boswell Street.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#1441 Aug. 11, 1983	1998-02
Langford Street, South of Boswell Street—North of Southwest Parkway.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#1441 Aug. 11, 1983	1998-02

Boswell Street, East of Lawyer Street—West of Langford Street.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#1441 Aug. 11, 1983	1998-02
Langford Street, South of Southwest Parkway.	7:00—8:00 a.m. 2:55—3:55 p.m.	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.		
Southwood Valley Elementary					
Deacon Drive, East of San Felipe Drive—West of Brothers Boulevard.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#1441 Aug. 11, 1983	1998-02
Deacon Drive, East of Pierre Place—West of Celinda Circle.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#1441 Aug. 11, 1983	1998-02
Brothers Boulevard, South of Todd Trail—North of Deacon Drive (intersection of Deacon and Brothers).	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#1441 Aug. 11, 1983	1998-02
Brothers Boulevard, South of Todd Trail—North of Deacon Drive (intersection of Todd Trail and Brothers).	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#1441 Aug. 11, 1983	1998-02
Pierre Place, South of Deacon Drive.	7:00—8:00 a.m. 2:55—3:55 p.m.	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.		
Brothers Boulevard, South of Deacon Drive.	7:00—8:00 a.m. 2:55—3:55 p.m.	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.		
Oakwood Intermediate School/A&M Consolidated Middle School					
Holik Street, South of George Bush Drive - North of Anna Street (intersection of George Bush and Holik).	When Flashing	20 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	#1441 Aug. 11, 1983	1998-03
Holik Street, North of Anna Street - South of George Bush Drive (intersection of Anna and Holik).	When Flashing	20 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	#1441 Aug. 11, 1983	1998-03
Anderson Street, South of George Bush Drive - North of Wolf Run.	When Flashing	20 mph	7:45—8:45 a.m. 3:40—4:40 p.m..	#1441 Aug. 11, 1983	1998-03
Anderson Street, South of Wolf Run - North of Park Place.	When Flashing	20 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	#1441 Aug. 11, 1983	1998-03
Timber Street, South of George Bush Drive and North of Anna Street (intersection of George Bush Drive and Timber Street).	When Flashing	20 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	#2210 Sept. 26, 1996	1998-03
Timber Street, North of Anna Street - South of George Bush Drive.	When Flashing	20 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	#2210 Sept. 26, 1996	1998-03

Rock Prairie Elementary/College Station Middle School					
Welsh Avenue, North of Edelweiss Avenue - South of Willow Loop.	When Flashing	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.	#1941 Feb. 13, 1992	1998-04
Honeysuckle Lane, East of Welsh Avenue - West of Westchester Avenue.	7:00—8:45 a.m. 2:55—4:40 p.m.	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.	#1941 Feb. 13, 1992	1998-04
Canterbury Drive, East of Welsh Avenue - West of Westchester Avenue.	7:00—8:45 a.m. 2:55—4:40 p.m.	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.	#1941 Feb. 13, 1992	1998-04
Dover Drive, East of Welsh Avenue - West of Westchester Avenue.	7:00—8:45 a.m. 2:55—4:40 p.m.	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.	#1941 Feb. 13, 1992	1998-04
Abbey Lane, East of Victoria Avenue - West of Nottingham Drive.	7:00—8:45 a.m. 2:55—4:40 p.m.	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.	#1989 April 11, 1989	1998-04
Yorkshire Drive, East of Victoria Avenue - West of Nottingham Drive.	7:00—8:45 a.m. 2:55—4:40 p.m.	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.	#1989 April 11, 1989	1998-04
Victoria Avenue, South of Yorkshire Drive - North of Shire Drive.	When Flashing	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.	#1821 Sept. 14, 1989	1998-04
Rock Prairie Road, West of Rio Grande Boulevard - East of Westchester Avenue.	When Flashing	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.	#1987 Nov. 12, 1987	1998-04
Westchester Avenue, South of Dover Street - North of Rock Prairie Road.	7:00—8:45 a.m. 2:55—4:40 p.m.	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.	#1874 Dec. 13, 1990	1998-04
Rock Prairie Road, East of Shire Drive - West of Victoria Avenue.	When Flashing	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.	# 2259 Aug. 28, 1997	1998-04
Edelweiss Avenue, East of Caterina Lane - West of Innsbruck Circle.	When Flashing	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.	# 2703 Mar. 11, 2004	N/A
3Innsbruck Circle, North of western intersection of Edelweiss Avenue and Innsbruck Circle.	7:00—8:45 a.m. 2:55—4:40 p.m.	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.	# 2703 Mar. 11, 2004	N/A
Innsbruck Circle, North of eastern intersection of Edelweiss Avenue and Innsbruck Circle.	7:00—8:45 a.m. 2:55—4:40 p.m.	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.	# 2703 Mar. 11, 2004	N/A
Edelweiss Avenue, at intersection with Sunflower Trail.	7:00—8:45 a.m.	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.	# 2703 Mar. 11, 2004	N/A

	2:55—4:40 p.m.				
Edelweiss Avenue, East of Innsbruck Circle – West of Sunflower Trail.	7:00—8:45 a.m. 2:55—4:40 p.m.	25 mph			
Rock Prairie Road, approximately 200 feet East of Welsh Avenue (facing Eastbound traffic).	7:00—8:45 a.m. 2:55—4:40 p.m.	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.		
Rock Prairie Road, approximately 200 feet East of Welsh Avenue (facing Westbound traffic).	7:00—8:45 a.m. 2:55—4:40 p.m.	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.		
Rock Prairie Road, approximately 125 feet East of Victoria Avenue	7:00—8:45 a.m. 2:55—4:40 p.m.	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.		
A&M Consolidated High School					
Welsh Avenue, South of Nueces Drive - North of FM 2818 (intersection of Welsh and Nueces).	7:30 a.m.—4:15 p.m.	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	#1889 April 11, 1991	1998-02
Welsh Avenue, North of FM 2818 - South of Nueces Drive (intersection of Welsh and FM 2818).	7:30 a.m.—4:15 p.m.	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	#1889 April 11, 1991	1998-02
Nueces Drive, South of Hondo Drive - North of Arboles Circle	7:30 a.m.—4:15 p.m.	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	#2403 Aug. 12, 1999	1999-01
Nueces Drive, North of FM 2818 - South of Guadalupe Drive	7:30 a.m.—4:15 p.m.	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	#2403 Aug. 12, 1999	1999-01
Guadalupe Drive, West of Langford Street - East of Nueces Drive	7:30 a.m.—4:15 p.m.	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	#2403 Aug. 12, 1999	1999-01
Arboles Circle	7:45—8:45 a.m. 3:40—4:40 p.m.	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.		
Madera Circle	7:45—8:45 a.m. 3:40—4:40 p.m.	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.		
Welsh Avenue, North of FM 2818 (at the south end of the limit identified in Welsh Avenue/FM 2818).	When Flashing	35 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	Sept. 26, 2013	NA
Welsh Avenue, South of FM 2818 (345 feet south of the FM 2818 and Welsh intersection)	When Flashing	35 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	Sept. 26, 2013	NA

Nueces Drive, North of FM 2818 (at the south end of the limit identified in Nueces Drive/FM 2818).	When Flashing	35 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	Sept. 26, 2013	NA
FM 2818, West of Welsh (650 feet west of FM 2818 and Welsh intersection)	When Flashing	35 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	Sept. 26, 2013	NA
FM 2818, East of Nueces (220 feet east of FM 2818 and Nueces intersection)	When Flashing	35 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	Sept. 26, 2013	NA
Pebble Creek Elementary					
Parkview Drive, West of Bogey Court—East of Birdie Court.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#2198 Aug. 29, 1996	1998-05
Venture Drive, West of Lakeway Drive—East of S.H. 6 East Frontage Road.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#2198 Aug. 29, 1996	1998-05
Lakeway Drive, South of Greens Prairie Road—North of Parkview Drive.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#2198 Aug. 29, 1996	1998-05
Lakeway Drive, North of Quality Circle—South of Venture Drive.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#2198 Aug. 29, 1996	1998-05
Forest Ridge Elementary					
Greens Prairie Road, West of Arrington—East of Castlegate Drive.	When Flashing	25 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	#2868 Feb. 9, 2006	N/A
Cypress Grove Intermediate					
Graham Road, West of Schaffer Road - East of Victoria Avenue.	When Flashing	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	#2403 Aug. 12, 1999	1999-02
Graham Road, West of S.H. 6 West Frontage Road - East of Schaffer Road.	When Flashing	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	#2403 Aug. 12, 1999	1999-02
Schaffer Road, North of Graham Road - South of Hasselt Street.	When Flashing	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	#2403 Aug. 12, 1999	1999-02
Schaffer Road, North of Graham Road—South of Sun Meadow Court.	7:45—8:45 a.m. 3:40—4:40 p.m.	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.		
Alexandria Avenue, South of Graham Road—North of Whitewig Lane.	7:45—8:45 a.m. 3:40—4:40 p.m.	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.		
Westfield Drive, South of Graham Road—North of Harvest Drive.	7:45—8:45 a.m. 3:40—4:40 p.m.	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.		
Creek View Elementary					

Eagle Avenue, West of Newport Lane..	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	# Aug 17, 2009	N/A
Newport Lane, South of Eagle Avenue	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.		
Dove Hollow Lane, at intersection with Dove Chase Lane.	7:00—8:00 a.m. 2:55—3:55 p.m.	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.		
Eagle Avenue, loop South of Eagle Avenue (across Creek View ES).	7:00—8:00 a.m. 2:55—3:55 p.m.	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.		
Greens Prairie Elementary School & Pecan Trail Intermediate School					
Greens Prairie Road, 210 feet East of Royder Road.	When Flashing	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.	Aug. 10, 2017	N/A
Greens Prairie Road, 200 feet West of Flagstone Court.	When Flashing	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.		
Royder Road, 400 feet North of Greens Prairie Road.	When Flashing	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.	Aug. 10, 2017	N/A
Royder Road, South of Greens Prairie Road.	When Flashing	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.		
Flagstone Court, South of Greens Prairie Road.	7:00—8:45 a.m. 2:55—4:40 p.m.	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.		
Ledgestone Trail, North of Greens Prairie Road.	7:00—8:45 a.m. 2:55—4:40 p.m.	25 mph	7:00—8:45 a.m. 2:55—4:40 p.m.		
College Station High School					
Barron Road - 220 feet East of Victoria Avenue.	When Flashing	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	# July 12, 2012	N/A
Victoria Avenue - 250 feet North of Barron Road.	When Flashing	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	# July 12, 2012	N/A
Renee Lane, North of Barron Road.	7:45—8:45 a.m. 3:40—4:40 p.m.	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.		
Leyla Lane	7:45—8:45 a.m. 3:40—4:40 p.m.	25 mph	7:45—8:45 a.m. 3:40—4:40 p.m.		
Spring Creek Elementary					
WS Phillips Parkway, South of Chinook Way.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	July 23, 2015	N/A
WS Phillips Parkway, South of Brewster Drive—North of Hailes Lane.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.		

Brewster Drive, West of Brewster Drive—East of Houberry Loop.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	July 23, 2015	N/A
Brewster Drive, East of WS Phillips Parkway—West of Brookland Court.	When Flashing	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.		
Dunlap Loop, North of West intersection with Brewster Drive.	7:00—8:00 a.m. 2:55—3:55 p.m.	20 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	July 23, 2015	N/A
College View High School					
George Bush Drive (FM 2347), 200 feet East of Holik Street.	When Flashing	30 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	Oct 13, 2016	N/A
George Bush Drive (FM 2347), 175 feet West of Timber Street.	When Flashing	30 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	Oct 13, 2016	N/A
Timber Street, 160 feet South of George Bush Drive.	When Flashing	30 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	Oct 13, 2016	N/A
Holik Street, 375 feet South of George Bush Drive	When Flashing	30 mph	7:45—8:45 a.m. 3:40—4:40 p.m.	Oct 13, 2016	N/A
International Leadership of Texas					
Graham Road, East of Dove Crossing Lane.	When Flashing	25 mph	7:00—8:15 a.m. 3:25—4:50 p.m.	March 28, 2019	
Graham Road, East of Longmire Drive.	When Flashing	25 mph	7:00—8:15 a.m. 3:25—4:50 p.m.	March 28, 2019	
Longmire Drive, North of Graham Road.	When Flashing	25 mph	7:00—8:15 a.m. 3:25—4:50 p.m.		
Longmire Drive, South of Lakeshore Circle.	When Flashing	25 mph	7:00—8:15 a.m. 3:25—4:50 p.m.	March 28, 2019	
Bridle Gate Drive, East of Longmire Drive.	When Flashing	25 mph	7:00—8:15 a.m. 3:25—4:50 p.m.		
Birmingham Road, 200 feet North of Graham Road.	7:00—8:15 a.m. 3:25 p.m.—4:50 p.m.	25 mph	7:00—8:15 a.m. 3:25—4:50 p.m.	March 28, 2019	
River Bend Elementary					
Rock Prairie Road, 640 feet West of Holleman Drive.	When Flashing	25 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	September 26, 2019	N/A
Rock Prairie Road, 265 feet East of Holleman Drive.	When Flashing	25 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	September 26, 2019	N/A
Holleman Drive, 475 feet South of Rock Prairie Road.	When Flashing	25 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	September 26, 2019	N/A
Holleman Drive, 460 feet South of Deacon W Drive.	When Flashing	25 mph	7:00—8:00 a.m. 2:55—3:55 p.m.	September 26, 2019	N/A
Oak Leaf, East of Holleman Drive South.	7:00—8:00 a.m. 2:55—3:55 p.m.	25 mph	7:00—8:00 a.m. 2:55—3:55 p.m.		
Momma Bear Drive, East of Holleman Drive South.	7:00—8:00 a.m. 2:55—3:55 p.m.	25 mph	7:00—8:00 a.m. 2:55—3:55 p.m.		

Ridge Cove, East of Holleman Drive South.	7:00—8:00 a.m. 2:55—3:55 p.m.	25 mph	7:00—8:00 a.m. 2:55—3:55 p.m.		
Wellborn Middle School					
Royder Road, North of Sklar Drive	When Flashing	25 mph	7:45—8:45 a.m. 3:40—4:40 a.m.		
Royder Road, North of Skylar Drive	When Flashing	25 mph	7:45—8:45 a.m. 3:40—4:40 a.m.		
Backwater Lane, East of Royder Road	When Flashing	25 mph	7:45—8:45 a.m. 3:40—4:40 a.m.		
Royder Road, North of Ledgestone Trail	When Flashing	25 mph	7:45—8:45 a.m. 3:40—4:40 a.m.		
Skylar Drive, West of Royder Road	7:45—8:45 a.m. 3:40—4:40 a.m.	25 mph	7:45—8:45 a.m. 3:40—4:40 a.m.		

August 28, 2025

Item No. 8.1.

Recreation Center Feasibility Study Phase 2 Update

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the Recreation Center Feasibility Study Phase 2 Update.

Relationship to Strategic Goals:

Core Services and Infrastructure

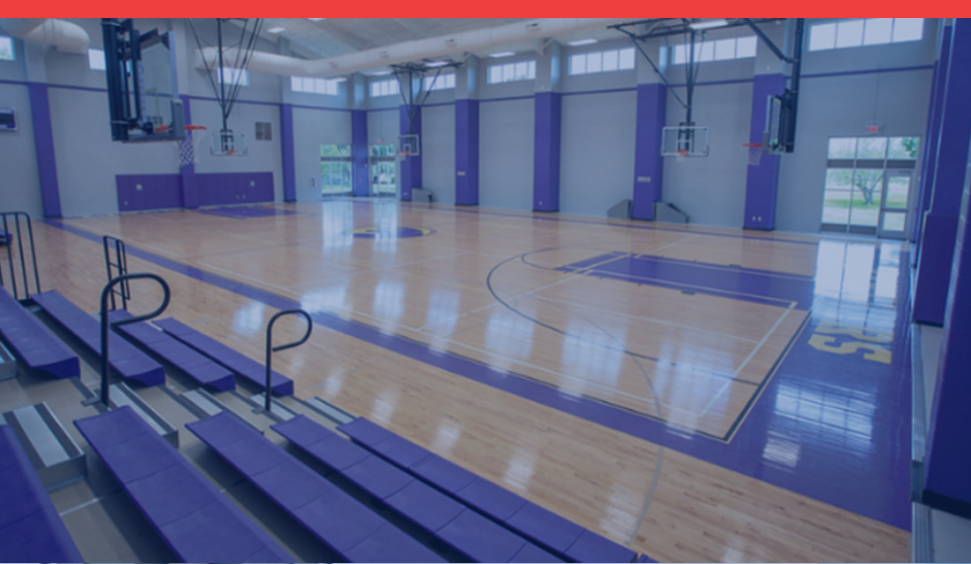
Recommendation(s): Staff recommends the Council receive the presentation and provide feedback.

Summary: The Council approved a contract with Brinkley, Sargent, Wiginton Architects and BerryDunn in October 2023 for a two-phased evaluation of a potential recreation center in College Station. Phase one was presented to the Council in August 2024 and February 2025 and included findings related to a market analysis and needs assessment, including results of a statistically valid survey and extensive public engagement. Phase two includes building program development, operations assessment, cost pro forma, and engagement of a steering committee. In this workshop, staff will review the phase one findings and provide all phase two finding.

Budget & Financial Summary: n/a

Attachments:

1. Rec Center Ph 1 Executive Summary
2. Rec Center Engagement Results Report
3. Rec Center Market Analysis Report
4. Rec Center ETC Findings Report
5. Rec Center Proforma Final Draft



COLLEGE STATION

RECREATION CENTER STUDY

PHASE 1 FINDINGS

DRAFT

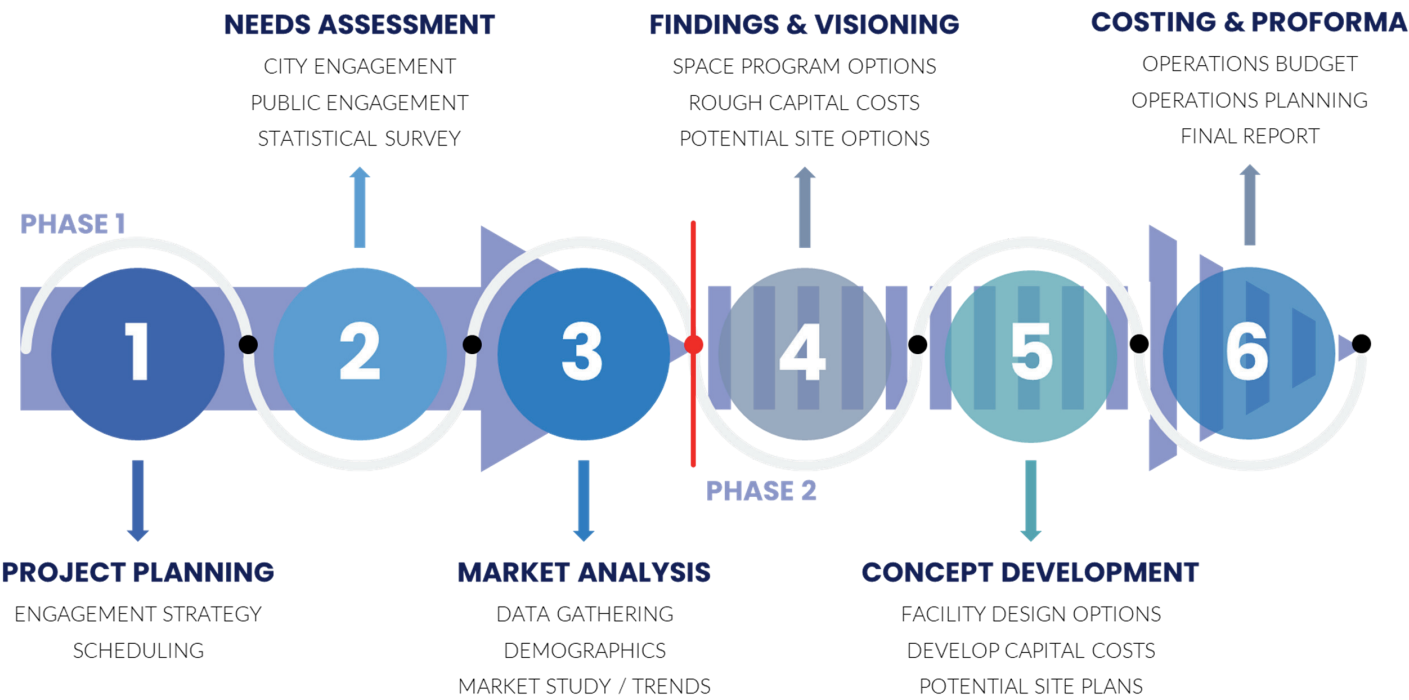
AUGUST 22, 2024



Introduction

Is a new community recreation center feasible in the City of College Station?

The consultant team conducted a market analysis to assess the viability of a community recreation center in College Station, TX. The analysis considers demand, competition, and benchmarks against similar communities to determine the need and potential users for the center.



Statistically Valid Survey

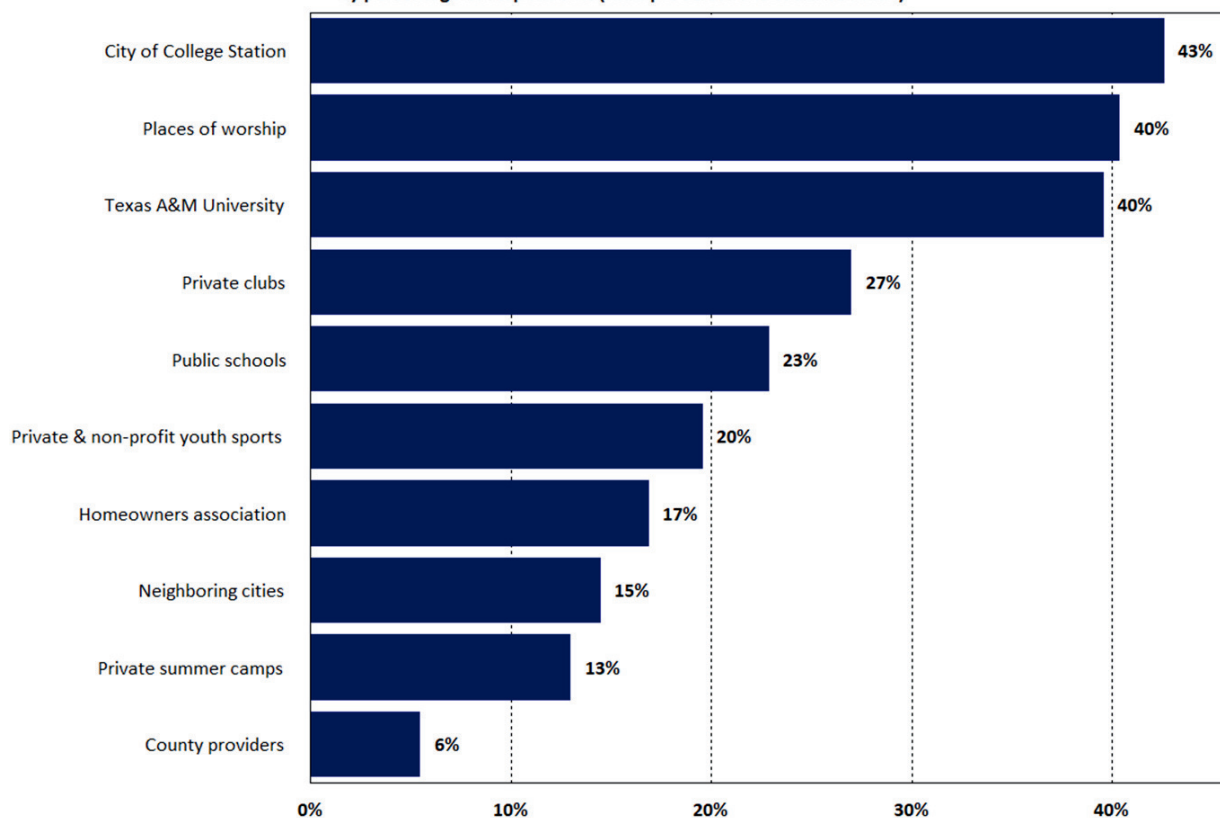
455 completed surveys

Survey Process

- Utilizes a random sampling and demographic data to ensure results are representative of the entire population.
- Surveys are distributed through mail and administered through multiple platforms.
- Standardized data is collected and analyzed to allow for benchmarking against other communities.

Q4. Please check all the organizations that you/your household have used for programs/activities in the past year.

by percentage of respondents (multiple selections could be made)



Needs Assessment



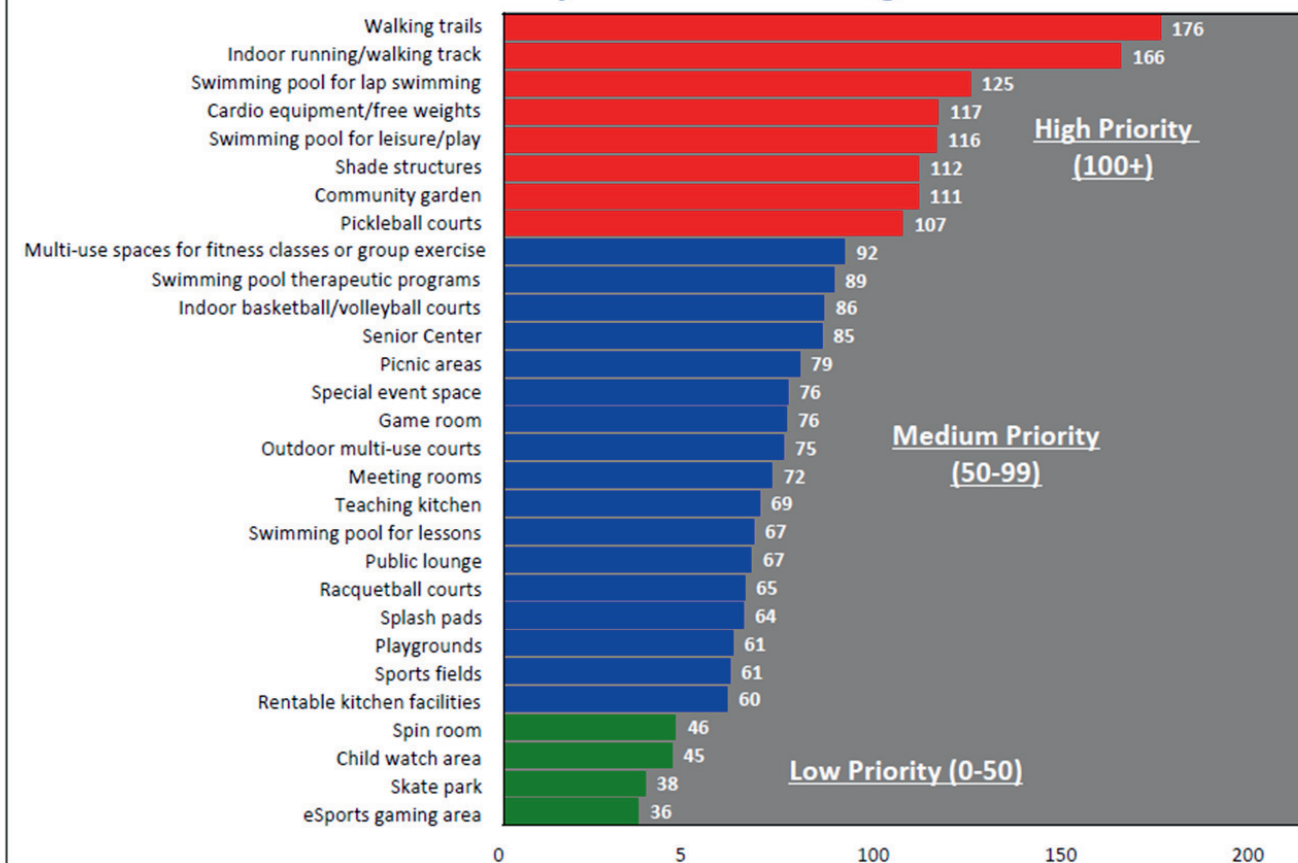
High Priority Indoor Amenities

- Indoor running/walking track
- Swimming pool for lap swimming
- Cardio equipment/free weights
- Swimming pool for leisure/play
- Pickleball courts

Medium Priority Indoor Amenities

- Multi-use spaces for fitness spaces or group exercise
- Swimming pool therapeutic programs
- Indoor basketball/volleyball courts
- Senior Center
- Special event space
- Game room
- Meeting rooms
- Teaching kitchen
- Swimming pool for lessons

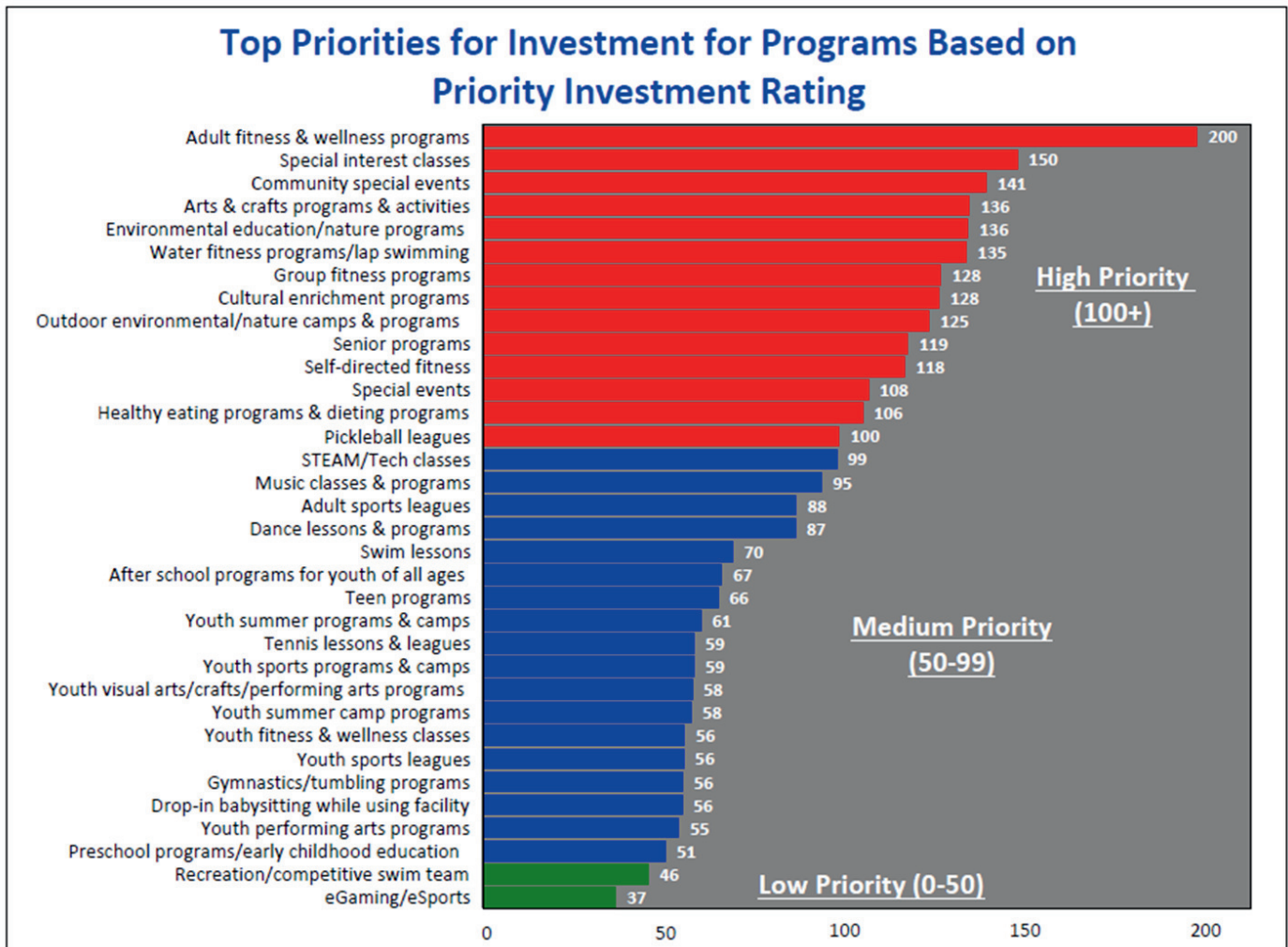
Top Priorities for Investment for Amenities Based on Priority Investment Rating



Needs Assessment

High Priority Programs

1. **Adult fitness and wellness programs**
2. **Special interest classes**
3. **Community special events**
4. **Arts and crafts programs and activities**
5. **Environmental education/nature programs**
6. Water fitness programs/lap swimming
7. Group fitness programs
8. Cultural enrichment programs
9. Outdoor environmental/nature camps and programs
10. Senior programs
11. Self-directed fitness
12. Special events
13. Healthy eating programs and dieting programs
14. Pickleball leagues



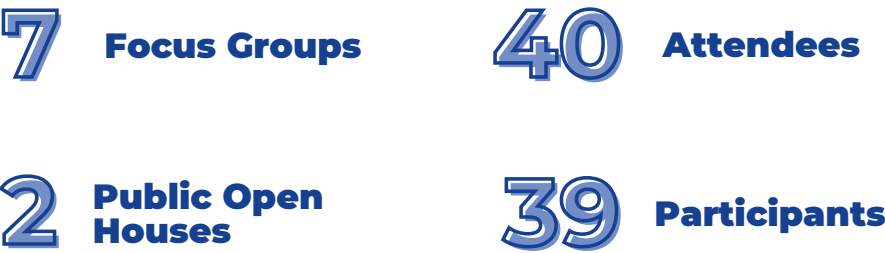
Engagement Findings



Key Themes

- Residents desire a family-oriented facility that services all ages.
- Identified strengths include youth programs, sports leagues, and senior facilities.
- Noted weaknesses are the absence of an indoor pool, insufficient indoor recreational facilities, and low staffing levels.
- Many open house attendees emphasized the need for pickleball courts, year-round indoor lap and leisure pools, and gymnasiums/fitness areas.

Public Engagement



Staff Engagement



Current Facilities



The City of College Station's Parks and Recreation Department is an award-winning agency, offering extensive recreational programs, events, parks, and facilities.

56 Developed Parks

2 Splash Pads

2 Outdoor Pools

INDOOR FACILITIES



Lincoln Recreation Center

- Two gymnasiums
- Game Room
- Fitness Room
- Multipurpose rooms
- Splash pad
- 13,000 ft. pavilion



Southwood Community Center

- 4,700 square-foot facility
- meeting/party room
- Access to amenities in Brian Bachmann Community Park



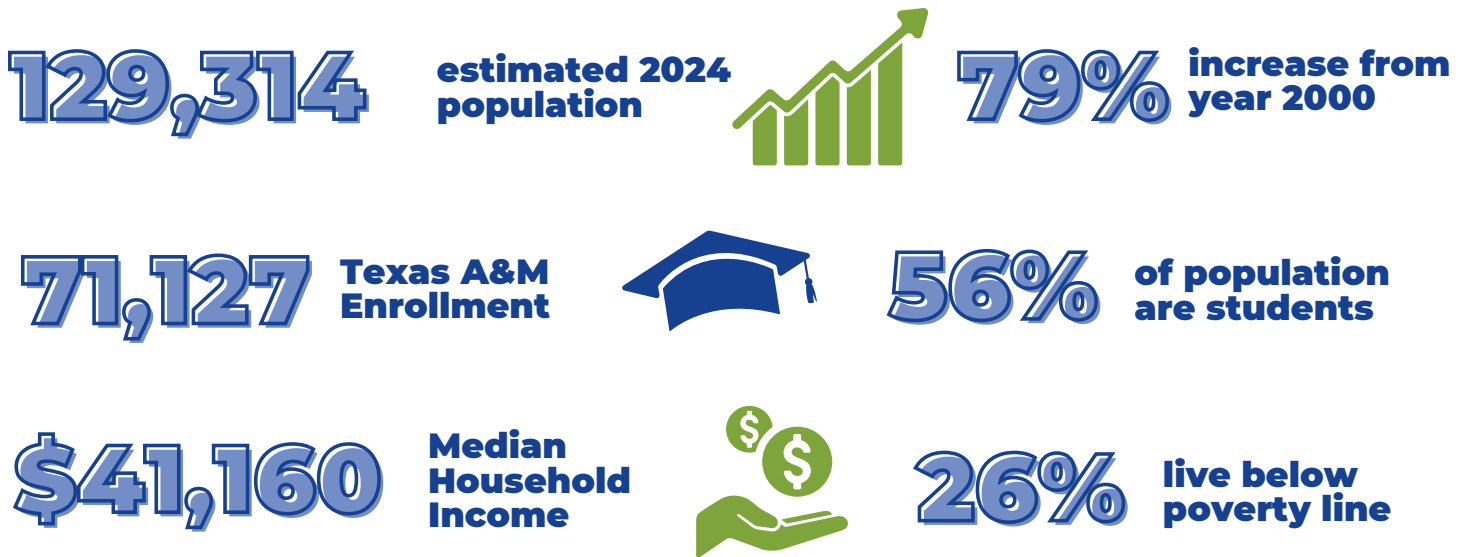
Bob and Wanda Meyer Senior & Community Center

- Space for seniors to socialize
- Active and passive activities
- 3 multipurpose rooms
- Arts and crafts room

Fast Facts

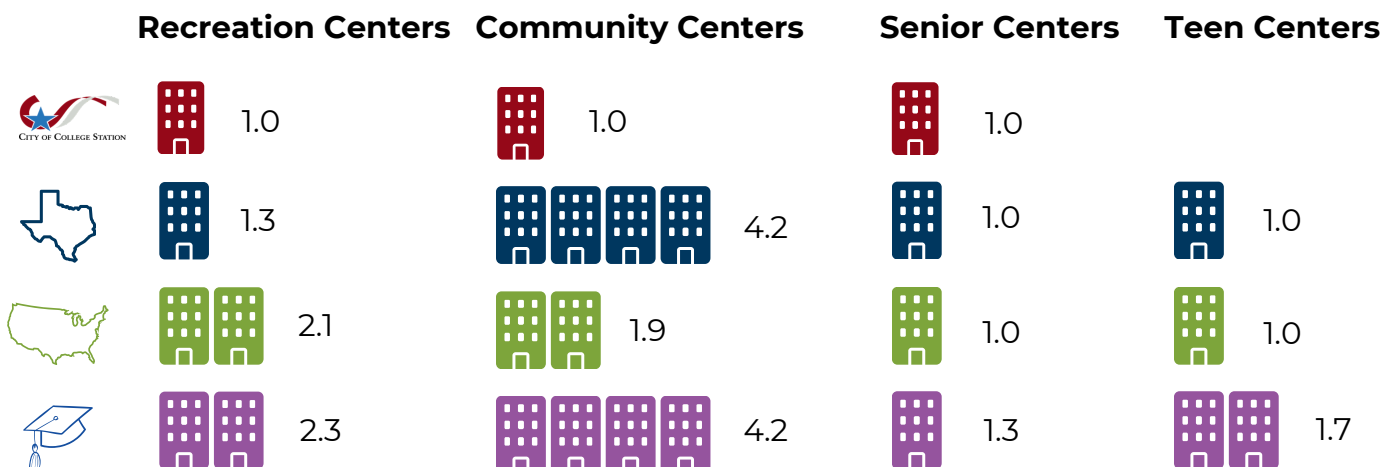


The City of College Station is home to Texas A&M University. The collegiate presence is evident in the demographic data – impacting the overall population, median age, household income, and many other factors.



Benchmarking Review

Texas and the similar benchmarked college communities' median of 4.2 community centers suggests that the City of College Station provides fewer community or recreation centers than benchmarked parks and recreation agencies.



Similar Providers

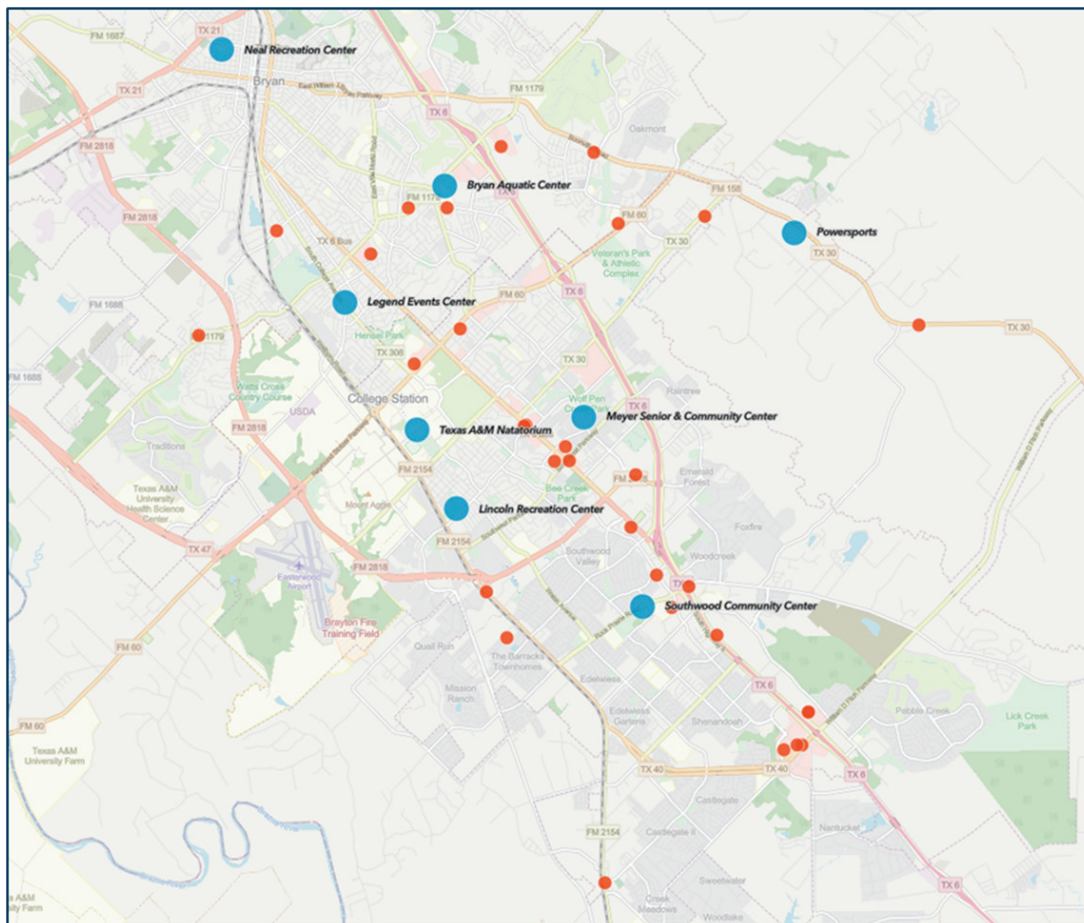
To be competitive and fill market gaps, a new center might focus on offering unique or underserved services, or alternatively, look for synergies with niche facilities to offer a range of programs.

30+ niche providers in the area

8+ multi-service similar facilities

- Legends Event Center
- Lincoln Recreation Center*
- Meyer Senior and Community Center*
- Neal Recreation Center
- Powersports
- Southwood Community Center*
- Texas A&M Student Recreation Center

*City of College Station facility



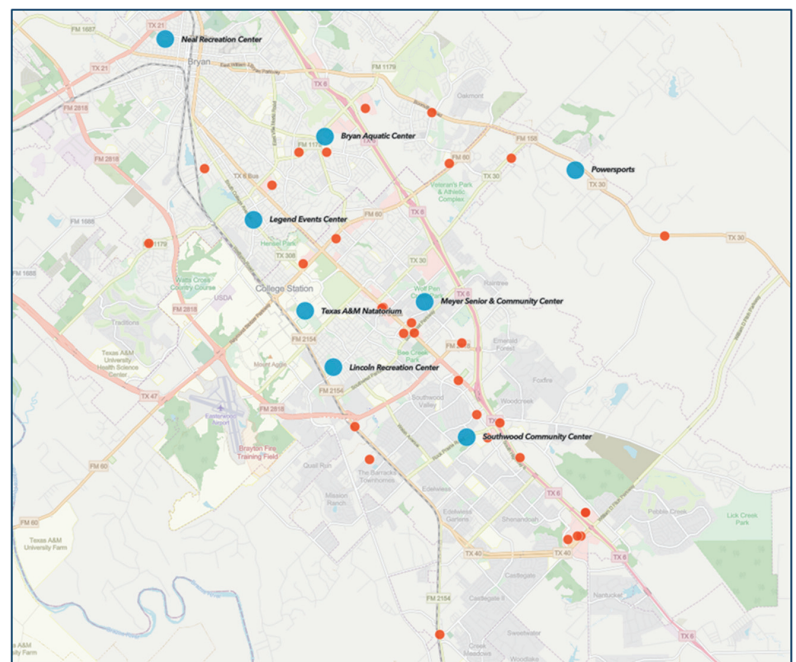
● Niche facility ● Multi-service similar facility

CITY OF COLLEGE STATION

-
- This line chart compares the monthly attendance at Texas A&M Rec Sports (orange line with diamond markers) against the average attendance at multi-service facilities (black line with square markers) from March 2023 to February 2024. The Y-axis represents attendance, ranging from 0 to 140,000. The X-axis lists the months. Texas A&M Rec Sports consistently shows higher attendance, with a peak in August 2023 and a low in December 2023. The average attendance at multi-service facilities remains relatively stable, fluctuating between approximately 8,000 and 19,000.
- | Month | Texas A&M Rec Sports | Average of Multi-Service Facilities |
|----------------|----------------------|-------------------------------------|
| March 2023 | 102,226 | 12,862 |
| April 2023 | 96,000 | 12,246 |
| May 2023 | 55,355 | 12,708 |
| June 2023 | 76,362 | 12,492 |
| July 2023 | 78,000 | 8,892 |
| August 2023 | 123,265 | 12,456 |
| September 2023 | 107,070 | 15,778 |
| October 2023 | 110,000 | 12,379 |
| November 2023 | 88,602 | 11,292 |
| December 2023 | 52,545 | 8,001 |
| January 2024 | 118,000 | 14,949 |
| February 2024 | 119,800 | 18,910 |

This can help to understand the target market for consideration of new facility in Phase 2 site selection.

30% travel under three miles
65% travel between 3-10 miles



Summary

The College Station community needs more indoor recreation opportunities.

Top needs related to indoor spaces:

- Multi purpose/family oriented
- Walking track
- Swimming pools
- City-operated

College Station offers fewer facilities than benchmarked communities.

- College Station's Parks and Recreation Department offers **very limited indoor recreational opportunities**.
- As the community grows, City-provided **indoor facilities could expand service offerings** to meet increased demand.

Texas A&M recreation facilities are student-focused and are not widely used by public.

- **Annual Visits:** Estimated 1.2 million visits to the Texas A&M Rec Sports facility annually.
- **Target Demographic:** A significant portion of the target demographic is well-served.
- **Membership Usage:** Does not offer non-affiliate memberships; not widely used by the general public.

City of College Station

Engagement Results

Draft

**Submitted By:**

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Tom Diehl, Project Manager

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Submitted On:

11 February, 2024

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1.0 Introduction

The following is a summary of notes taken during the initial leadership and staff discovery sessions, focus group meetings, and two public open houses. The City of College Station (City) feasibility study project team helped to identify the participants and schedule the discovery sessions. Eleven discovery sessions involving more than 30 City leaders and staff were held to gain their input for a potential community recreation center. Seven focus groups involving 40 people and two public open houses with 39 participants were also conducted.

Key Findings:

- Residents desire a family-oriented facility that serves all ages.
- Identified strengths include youth programs, sports leagues, and senior facilities.
- Noted weaknesses are the absence of an indoor pool, insufficient indoor recreational facilities, and low staffing levels.
- Many open house attendees emphasized the need for pickleball courts, year-round indoor lap and leisure pools, and gymnasium/fitness areas.

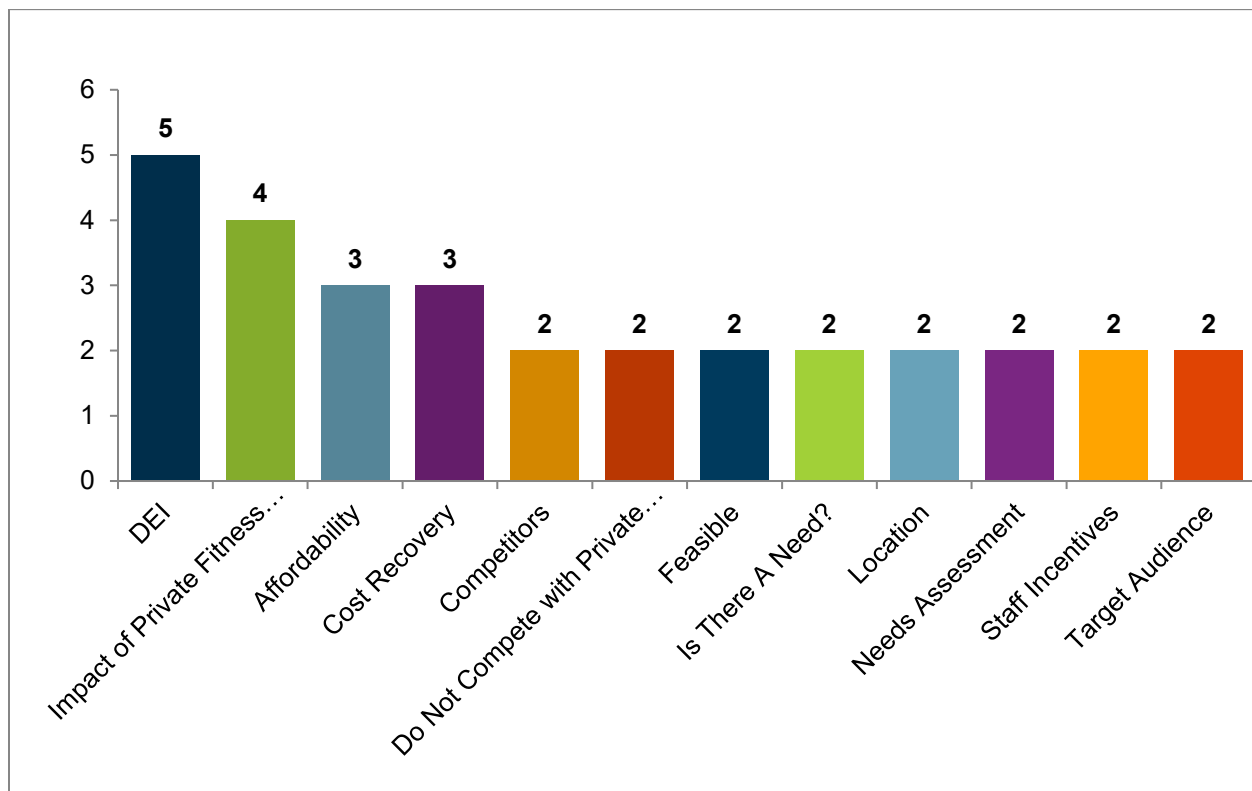
2.0 Discovery Session Results

2.1 Discovery Session Questions

1. What three things would you like to see as an outcome of this planning process?
2. What are the key issues or values in the community that should be considered while determining the need for a Recreation Center?
3. What is the vision of a new Recreation Center?
4. What new recreational activities would you like to see available?
5. What new recreational facilities/amenities would you like to see available?
6. What do you consider to be the service areas of a new Recreation Center? (Local/regional)
7. What key partners and stakeholders in the community can assist with the implementation of a new recreation center?
8. What priorities need to be considered in the new Recreation Center?

2.2 Discovery Session Results

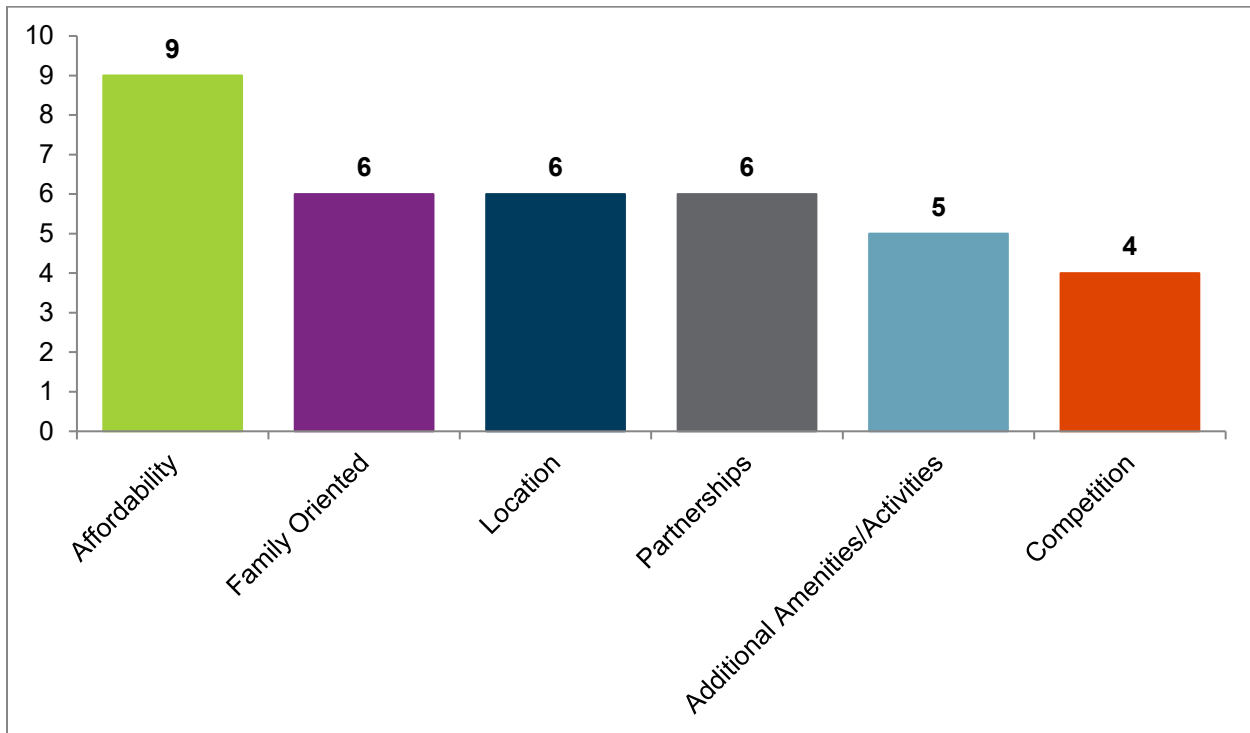
1. What three things would you like to see as an outcome of this planning process?



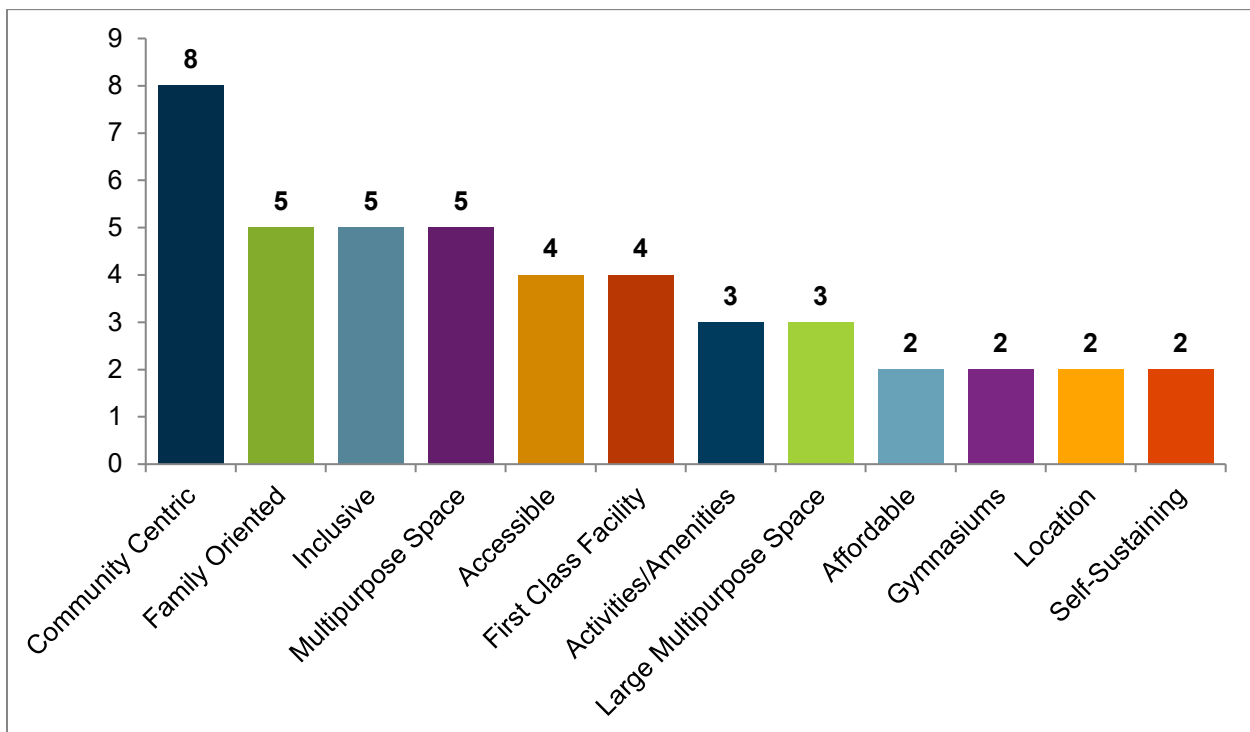
In addition to the outcomes listed above, several questions were also raised:

1. Is it feasible?
2. Is there existing land?
3. What types of activities will work best?
4. Who will operate it? City vs. third party (e.g., YMCA)
5. How have these types of facilities impacted other communities? Case studies, positive and negative
6. How would it impact Texas A&M University and vice versa?
7. How is it going to be different than other facilities in College Station?
8. What is the target audience?
9. Is there a need for a community recreation center?
10. What level of sustainability would be required in the future?
11. How would it effect existing staff – overlap?
12. Staff memberships – free or discount?
13. What are the goals?
14. How many new employees will it take?
15. Will it take away from current programming?

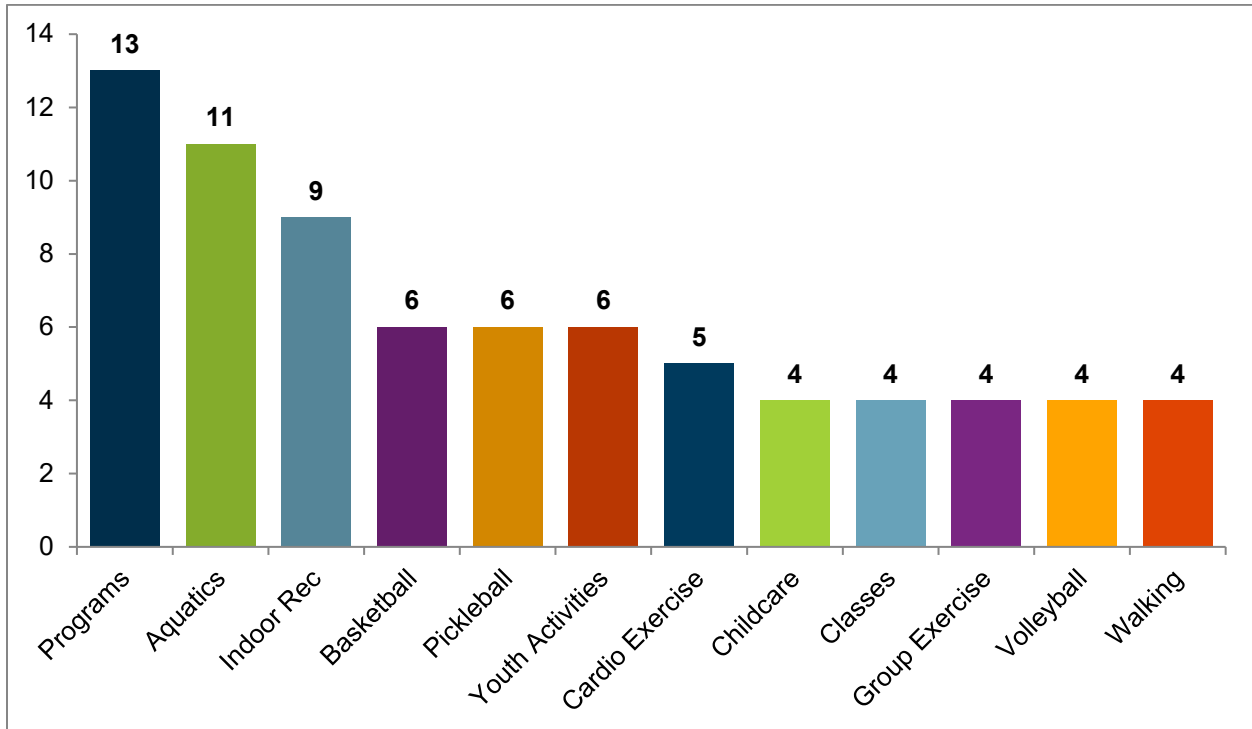
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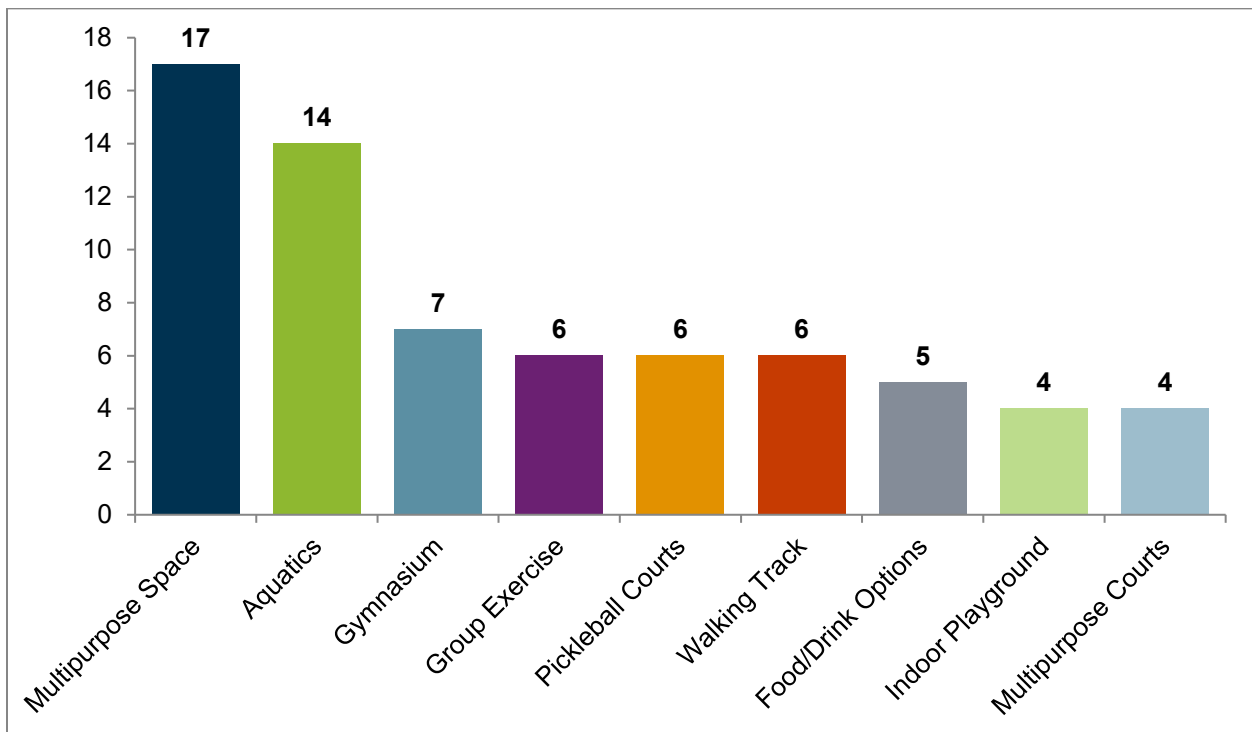
3. What is the vision of a new Recreation Center?



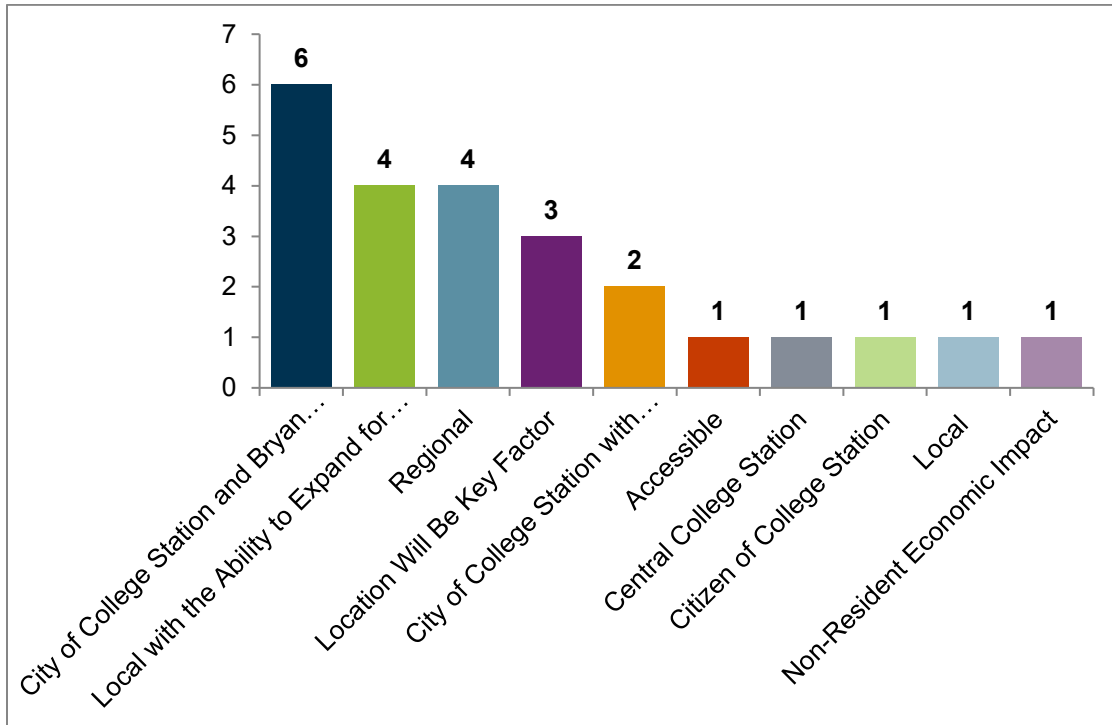
4. What new recreational activities would you like to see available?



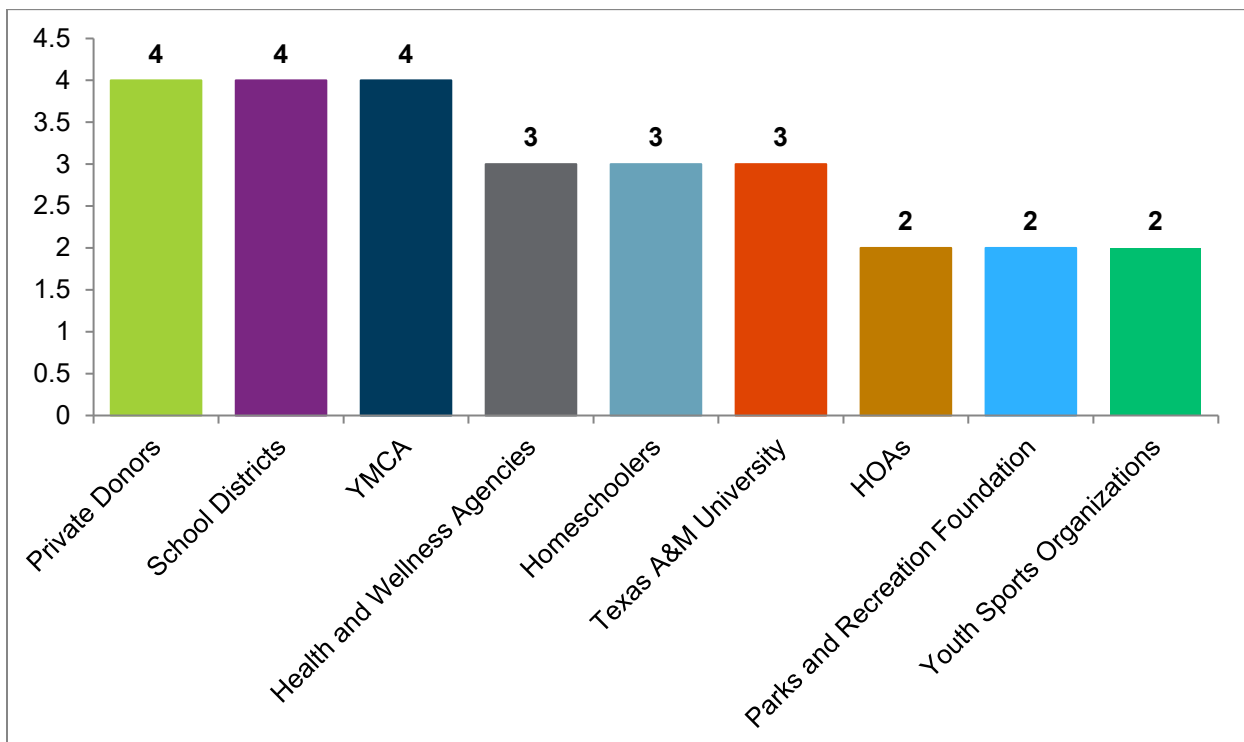
5. What new recreational facilities/amenities would you like to see available?



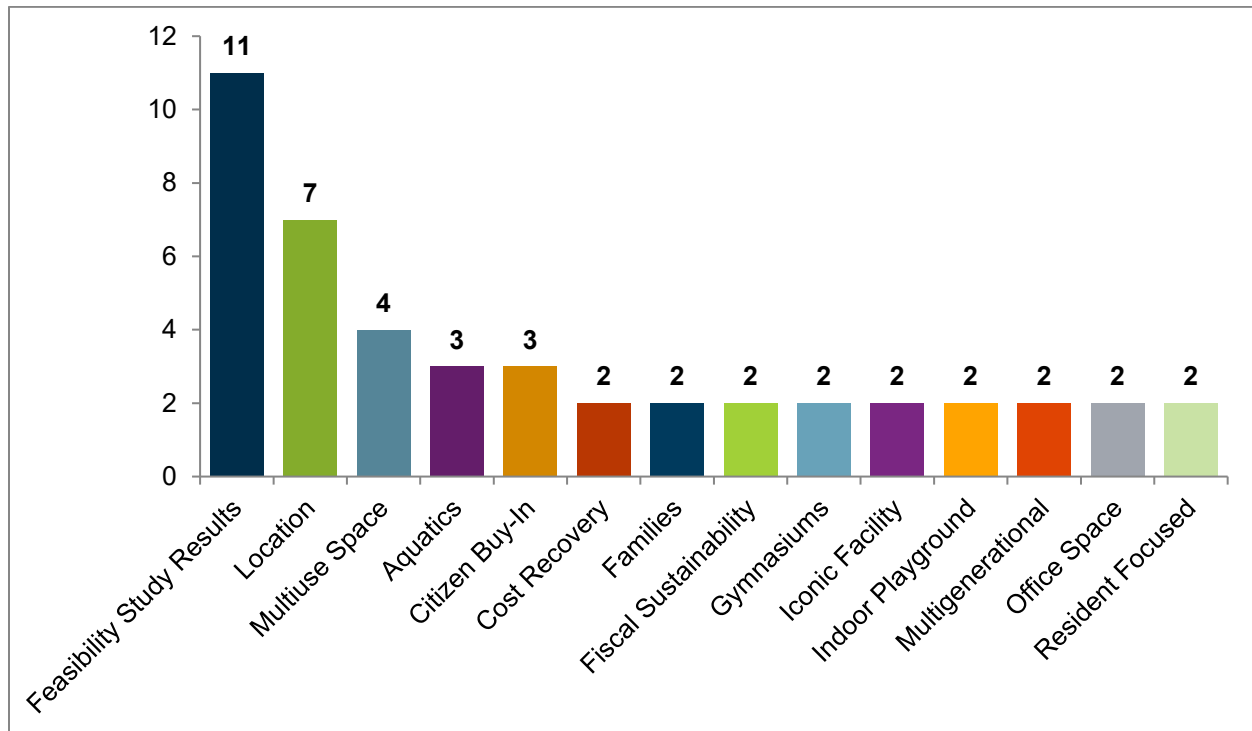
6. What do you consider to be the service areas of a new Recreation Center? (Local/regional)



7. What key partners and stakeholders in the community can assist with the implementation of a new recreation center?



8. What priorities need to be considered in the new Recreation Center?



3.0 Focus Groups and Open House Results

3.1 Focus Group Questions

Focus Group Questions

1) *How long have you been a resident of the City of College Station?*

_____ <5 years

_____ 5-9 years

_____ 10-19 years

_____ 20+ years

_____ *Not a resident but use programs/facilities*

2) *What are the strengths of the Parks & Recreation Department related to recreation facilities/programs/events that should continue over the next 5 years?*

3) *What are the areas of improvement that need to be addressed related to recreation?*

4) *How satisfied are you with the overall quality of the existing facilities and services in the following categories? Would you say they are Excellent, Very Good, Good, Fair, or Poor for each category?*

Indoor Recreation Facilities

Recreation Programs provided by the Department

5) *Are there areas in the City (geographic or market segments) that are underserved?*

6) *What new recreational facilities/amenities would you like to see available?*

7) *What new recreational activities would you like to see available?*

8) *What key partners and stakeholders in the community can assist with the implementation of a new community recreation center?*

9) *What key issues, or values in the City of College Station should we be aware of?*

10) *Willingness to pay for services?*

11) *What priorities in the City of College Station need to be considered, while conducting the community recreation center feasibility study?*

3.2 Focus Groups

Seven Focus Groups

Total Participants – 40

1) *How long have you been a resident of the City of College Station?*

- <5 years 15%
- 5-9 years 15%
- 10-19 years 20%
- 20+ years 42%
- Not a resident but use programs/facilities 8%

2) *What are the strengths of the Parks & Recreation Department related to indoor recreation facilities/programs/events that should continue over the next 5 years?*

***Sports Leagues*

***Youth Programs*

***Senior Programs Veterans Park*

***Lincoln Center is a multiuse facility*

**Variety of activities*

Fun For All Playground

Special Events

Lots of Parks

Outdoor activities

After School Programs

3 Senior Facilities

Youth Basketball Program at Lincoln Center

Meeting spaces were valuable during the pandemic

CSISD does lease some spaces for swim & gym use (at market rates & limited availability)

3) *What are the areas of improvement that need to be addressed related to indoor recreation?*

******Lack of Indoor Recreational Facilities*

******Lack of indoor pool*

*****Lack of Operational Staff*

****Lack of Awareness, Communication and Marketing*

***Students labor/turnover*

***Lack of gymnasium space*

***Lack of indoor walking*

***Senior Centers too small*

***Staffing shortage*

***Lack of Diversity in Programming from year to year*

Lack of parking at all centers

Funding shortage

Lack of maintaining of facilities

Not enough time for seniors at centers (9am-1pm only)

Lack of facilities for special needs programs

Lack of athletic field space

Non-residents overcrowd facilities

Staff interaction with patrons

City budget reporting

Pickleball lines on courts are not accurate

Need indoor spaces available during peak demand times

Seniors need consolidated facility to eliminate travel between 3 facilities for various programs

Indoor recreation facilities have not kept up with the local population growth

Existing indoor recreation facilities are too small (lack spaces for large activities)

Lack of indoor recreation facilities = inadequate amount of recreation programs

Lincoln Center is overused trying to serve the entire city vs. the local neighborhood

- 4) *How satisfied are you with the overall quality of the existing facilities and services in the following categories?*

Would you say they are Excellent - 5 Very Good - 4 Good - 3 Fair - 2 Poor - 1 for each category?

- *Indoor Recreation Facilities – **Average: 2.1** (lack of)*
- *Recreation Programs provided by the Department – **Average: 2.8** (senior)*

5) *Are there areas in the City (geographic or market segments) that are underserved?*

*****Seniors (55+)*

*****Teenagers*

****Families/Intergenerational*

****Middle Schoolers*

****Swimmers*

***Youth*

***Southern portion of the City*

***Pickleball players*

**Lower Income Families*

Special needs 21+ age

Volleyball players

Middle Income Families

Residents

Recreational sports participants (too much focus on tourism based outdoor sports)

Lack of quality-of-life amenities provided by developers (pools & recreation centers) to serve new population growth

Suggested Community Recreation Center Potential Sites

******South College Station (families/growth area)*

*****Center/Middle/Mid-Town of College Station*

** *"New Midtown"*

***Traffic patterns is a larger concern than the actual location*

Mall

Veterans Park area

Old Academy Building

Any location in College Station is accessible

Millican Reserve (where new growth is occurring)

Macy's

Accessible by trail system and/or alternate modes of transportation

Near "neighborhood destination centers" (shopping, services, etc...)

Take into consideration distribution of new facility location in context of existing indoor recreation facilities

6) *What new recreational facilities/amenities would you like to see available?*

******Multipurpose Program space (large, small, and dividable)*

******Walking Track*

******Indoor Pool (lap pool, competitive and leisure pool and therapy pool)*

******Gymnasium*

******Group Exercise*

******Fitness (cardio/weights)*

******Indoor Playground*

******Teaching Kitchen*

*****WiFi*

*****Arts and Crafts area*

*****Pickleball Courts*

****Indoor Turf*

****Gymnasium with multipurpose flooring*

***Gymnasium with 4-6 wood floor gyms for regional tournaments*

***All In One Recreational Facility*

***Commercial Kitchen*

***Computer Room*

***Game Room*

***Lounge*

**Wellness Space*

**Child Watch area*

Batting Cages

First Aid Room

Racquetball Courts

E-Sports

Counselling Room

Social areas (large for dances, etc...)

***Quilting spaces/room*

Lounge

Golf Simulator

Black Box Theater

Broad mix of amenities

7) *What new recreational activities would you like to see available?*

******Senior Programs*

******Intergenerational Programs*

******Walking*

******Life Skills Classes*

******Cardio and Weights - Introduction/Casual and Feeder system for local fitness facilities*

******Swim Lessons*

******Lap Swimming*

******Teen Programs*

*****Arts and Crafts*

*****Exercise*

*****Water Exercise*

*****Basketball/Volleyball*

****Pickleball*

****Nutrition Programs*

***Youth Programs*

***Birthday Parties*

***Affordable After School Program*

**Billiards, Ping Pong, Games*

**Baseball/Softball/Flag Football*

**Lectures*

Child Watch/Babysitting

Veterans Programs

Music Programs

Senior Meals

Computer/Homework

Wellness Programs

Summer Camps

Performing Arts

Texas A&M football game day babysitting program

Dances and Dance Programs

Broad mix of activities/programs

Video Gaming

Yoga, Boot Camp & Pilates (if not already included under Exercise Programs)

- 8) *What key partners and stakeholders in the community can assist with the implementation of a new community recreation center?*

YMCA

Buc-ee's (Don Adams, CEO?)

Boys & Girls Club

School Districts

Texas A&M University

Blinn College

Special Needs Associations

Senior Center Non-Profit

BCSAA - Bryan College Station Apartment Association

Service Organizations

Churches/Faith Based Organizations

Homeschoolers

Banks

AGB (HEB Grocery Stores - have a community foundation arm...)

HOAs

Neighborhood Associations

College Station Association of Neighborhoods

Texas A&M students

Legends

True Fit

Crunch

Medical companies

9) *What key issues, or values in the City of College Station should we be aware of?*

******Competition with Private Fitness Facilities or City of Bryan*

******YMCA*

******Family Oriented*

*****Small Town*

****Tradition*

****Affordability*

***Nostalgic Community*

***Sense of Community*

***Texas Triangle – easy to get to larger cities*

***Diversity*

**Safe Environment*

**Economic Impact*

**Inclusive*

“Scalability” of the community

**Texas A&M Focus*

Student Oriented Focus

Retirement Focus

Low Crime Rate

Insulated from large city issues

CSAN (College Station Association of Neighborhoods)

Conservative

Religious

Republican

Staffing shortage

Funding shortage

Lack of maintaining of facilities

Texas A&M football game day crowd/capacity

Location is key

\$22 million committed by city for recreation center (COVID funds)

Growth to the South

Independent Mindset

Mall / Macy’s / E-Sports Facility

Convenience of access

Stability

Recreation Center would be an incentive to attract new higher income families & retain existing families

Recreation Center could create new job opportunities

10) Willingness to pay for services?

******Yes if reasonable user fees*

No if it raises taxes

Existing centers remain for lower income families

Need to know what I'm paying for (value) - Communication

Yes but a Senior Discount Rate

Scholarship Program

Run as a business

Non-residents and regional activities help keep costs down for the locals

User fee perspective will be based on location and needs to be perceived as a quality facility

Based on social-economic status

City needs to subsidize programs and staffing

Pricing should reflect the quality, diversity of activities/amenities and value of the facility and slightly more affordable than private fitness/recreation business provider rates (Lifetime Fitness facility used as example...)

11) What priorities in the City of College Station need to be considered, while conducting the community recreation center feasibility study?

******Multipurpose/Multigenerational Program Space*

******Indoor Pool*

*****Community Gathering Space for Families*

*****Affordability, Accessibility, Feasibility*

****Walking Track*

****Affordable Programs*

****Pickleball*

****Family gathering facility/Community oriented*

****Community Family Oriented facility*

****Gymnasiums*

***Fitness (cardio/weights)*

***Facilities are needed at the same times and overcrowded during prime-time use*

**Indoor Playground*

**Teenagers need to be a priority*

**Facility needs to be high quality / Do it right*

**Local community facility not a regional tournament facility*

**Programs and Facilities for Seniors*

**Programs and Facilities for Teenagers*

**Open to the public*

**The Needs Assessment priorities*

Youth Sports

Partnerships

The best Cost Benefit to the community

Education Classes

Friendly Staff

Relieve pressure on existing gymnasiums

Access for lower income families

Location

Get Texas A&M to assist with the community recreation center

Coordinate with the YMCA and local fitness centers

Safe accessible facility

Diversity in Activities

Factoring in the usage

The market analysis for saturation

Wide range of hours

Opportunities for individuals as well as teams

Cost recovery for operations

Provide indoor recreation opportunities to escape the heat and inclement weather

YMCA partnership doesn't seem feasible... It should be the City of College Station's facility to own & operate

Facility should serve the entire city

Slow down to see what the YMCA is doing

Concerned about providing city funds to YMCA

Concerned that Macy's is "driving" the recreation center

Facility definitely needed, "long overdue"

Year-round residents get overlooked and underserved

Would prefer to not have to travel from school gym to school gym for youth sports programs

Don't want to work out with a bunch of "20 year olds" at TAMU

Make sure to plan for expansion

Youth sports associations need indoor facilities for leagues, tournaments, training, practices, etc...

Should be "inclusive"

Big enough to accommodate all indoor recreation priorities

Open to public, College Station & Bryan residents (possibly with differential discount pricing for residents and seniors... as well as scholarships for economically challenged)

Make sure the market analysis takes into consideration the competing interests, market demand and income demographics

Build it "dry" before "wet" through phasing

Community use with a broad mix of activities and amenities where the community can "come together" – opportunity to build the "sense of community" in College Station

Recreational focus for informal activities and "pick up play" for friends and families

Provide extended hours of operation for maximum accessibility and use

3.3 Open House Results

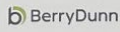
Open House

Two Open Houses – 39 Responses

Ideas Wall Day 1



COMMUNITY RECREATION CENTER FEASIBILITY STUDY
WHAT FEATURES WOULD YOU LIKE TO SEE IN A FUTURE CENTER?

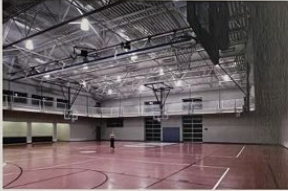
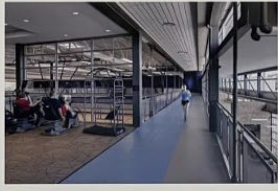



 Meeting Space Place Dot Here	 Child Watch Place Dot Here
 Multi-use Programming Place Dot Here	 Indoor Play Place Dot Here
 Arts & Crafts Place Dot Here	 E-Sports/Gaming Place Dot Here



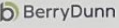
COMMUNITY RECREATION CENTER FEASIBILITY STUDY
WHAT FEATURES WOULD YOU LIKE TO SEE IN A FUTURE CENTER?




 Multi-purpose Gymnasium (Court use, events, and special programs) Place Data Here	 Teaching Kitchen Place Data Here
 Traditional Wood-court Gymnasium (Court use only - league and open play) Place Data Here	 Fitness Place Data Here
 Group Exercise Place Data Here	 Indoor Walking Track Place Data Here



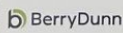
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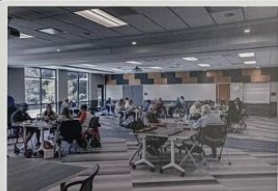



 Indoor Therapy Pool (Warm water aerobics, resistance, spa) Place Data Here	 Outdoor Leisure Pool Place Data Here
 Indoor Leisure Pool Place Data Here	 Outdoor Lap Pool Place Data Here
 Splash Pad Place Data Here	 Outdoor Sports Place Data Here



COMMUNITY RECREATION CENTER FEASIBILITY STUDY
WHAT FEATURES WOULD YOU LIKE TO SEE IN A FUTURE CENTER?

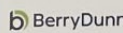



 Party Rental Room Place Data Here	 Senior Programming Place Data Here
 Children's Programming Place Data Here	 Racquetball Courts Place Data Here
 Indoor Turf Place Data Here	 Indoor Lap Lanes Place Data Here

Ideas Wall Day 2



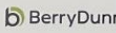
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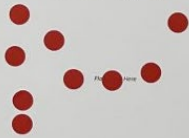



 Meeting Space Place Data Here	 Child Watch Place Data Here
 Multi-use Programming Place Data Here	 Indoor Play Place Data Here
 Arts & Crafts Place Data Here	 E-Sports/Gaming Place Data Here



COMMUNITY RECREATION CENTER FEASIBILITY STUDY
WHAT FEATURES WOULD YOU LIKE TO SEE IN A FUTURE CENTER?

 Multi-purpose Gymnasium (Court use, events, and special programs) 	 Teaching Kitchen 
 Traditional Wood-court Gymnasium (Court use only - league and open play) 	 Fitness 
 Group Exercise 	 Indoor Walking Track 



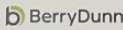
COMMUNITY RECREATION CENTER FEASIBILITY STUDY
WHAT FEATURES WOULD YOU LIKE TO SEE IN A FUTURE CENTER?




 Indoor Therapy Pool (Warm water aerobics, resistance, spa) 	 Outdoor Leisure Pool 
 Indoor Leisure Pool 	 Outdoor Lap Pool 
 Splash Pad 	 Outdoor Sports 



COMMUNITY RECREATION CENTER FEASIBILITY STUDY
WHAT FEATURES WOULD YOU LIKE TO SEE IN A FUTURE CENTER?

	Party Rental Room Place Data Here		Senior Programming Place Data Here
	Children's Programming Place Data Here		Racquetball Courts Place Data Here
	Indoor Turf Place Data Here		Indoor Lap Lanes Place Data Here

What would you like to see in a community recreation center?	
Day 1	Day 2
- Indoor dog park (or indoor/outdoor) - Pickleball courts (indoor and outdoor would be great) - Indoor pickleball - Indoor lap lanes - Spa - Fitness "Senior" areas ... for active adults - Bicycle connectivity - Area for seniors including kitchen for nutrition classes, arts & crafts, large dining area, fellowship, educational classes, research center with access to computers, health classes, dancing, game rooms, and fitness. - Pickleball courts - Pool(s) - Make the rec center administered by the city not a third party (YMCA). - I would have to see a YMCA provide all of this. We will pay for it. They have use membership fees that exclude low-income populations. If this is a rec space for the citizens of College Station, it needs to be accessible for everyone. And the south end of C.S. won't be accessible for anyone in the low-income areas, which are primarily located in the northern area of the city. Gas is expensive, driving there will exacerbate the problem for low-income families. There should be no or low fees that everyone can afford.	- As the decision is being made, have a list of places / spaces the city already has for each recreational activity (easy to read / one document) - PICKLEBALL – Pickleball is the fastest growing sport in the USA. The local pickleball association has seen a 500% growth in membership in the last four years. College Station has NO indoor or all-weather courts. A rec center would be an excellent opportunity to make that happen. Pickleball players represent all ages of residents from youth up to the seniors and represent a lot of tax \$. Thanks for hosting this event. - The city has a world-renowned fire station (#6), a landmark City Hall, and this facility should be a showcase center for aquatics, fitness, and community activities. This facility could be a host for the teams or perhaps the National Senior Games, or maybe other similar competitions, as well as being a showcase for residents and visitors for the next 50 years. - A multi-use fitness loop similar to The Driveway in Austin. Traffic-free cycling – regular events and fitness training, conducive to supporting tourism and senior games, putting heads-in-beds.

What would YOU USE in a community recreation center?

Day 1	Day 2
- Any youth & adult leagues. - Indoor pool, fitness & walking - Racquetball & pickleball! - Outdoor spaces with covers (not basketball courts) that can be outdoor exercise spaces in good weather for tai chi, yoga or other exercise groups. - Lap pool for adults - Walking track - Meeting room - Outdoor walk/run loop - Game room (Billiards, etc.) - Not spaces available already in local gyms (Gold's, etc.) - Outdoor accessible restrooms if the facility is in a park - Pickleball - Play areas for grandchildren	- I would like to be able to swim, dive, do water aerobics or recreational swimming plus have the opportunity to teach or learn to swim "year-round" in a heated indoor pool for my family and neighbors. - I would use a swimming pool that has lap lanes that is open all year long. This will need to be an indoor pool or a covered outdoor pool that is heated. - My family would use an indoor pool where you pay per use, similar to the current system for Adamson Lagoon or Cindy Hallaran Pool. Possibly with diving board and/or slides. Year-round indoor pool access please! - Please add covers to some outdoor sports, ex: basketball, pickleball, badminton, etc

Ideas Wall Votes

	Open House 1	Open House 2	
	23-Jan-24	24-Jan-24	Totals
Amenity/Program/Space			
Indoor Lap Lanes	10	19	29
Indoor Leisure Pool	7	16	23
Indoor Walking Track	10	9	19
Fitness (Equipment Spaces)	9	6	15
Senior Programming	12	3	15
Indoor Therapy Pool	9	5	14
Children's Programming	9	5	14
Gymnasium – Multiuse	6	7	13
Group Exercise	10	3	13
Child Watch	6	6	12
Indoor Playground	4	8	12
Multipurpose Rooms	5	6	11
Outdoor Sport Courts	9	2	11
Gymnasium – Court Play (Wood Floor)	1	8	9
Arts & Crafts	2	4	6
Outdoor Lap Pool	2	4	6
Meeting Space	3	0	3
E-Sports/Gaming	3	0	3
Teaching Kitchen	2	1	3
Outdoor Leisure Pool	1	2	3
Indoor Turf Area	2	1	3
Racquetball Courts	3	0	3
Splash Pad	1	1	2
Party Rental Rooms	0	0	0

Total Participants – 39

4.0 Deliverable Acceptance Form

City of College Station Recreation Feasibility Study

Deliverable Acceptance Form

Deliverable: Engagement Summary

Deliverable Description: Summary of the initial leadership and public engagement activities.

Date Submitted: February 11, 2024

To Be Completed by the City:

Reviewed By	Date Reviewed	Recommendation

Deliverable:

- ☐ Accepted “as-is”
 ☐ Rejected “pending attached revisions”
 ☐ Accepted “pending attached revisions”
 ☐ Additional review time requested: ____ days

Signature

Date

Signature

Date

City of College Station

Market Analysis



Submitted by:

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Portland, ME 04102-1955
207.541.2200

Chad Snow, Principal

CSnow@berrydunn.com

Tom Diehl, Project Manager

Tom.Diehl@berrydunn.com

Submitted On:

August 21, 2024

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Appendix A: College Station Needs Assessment Survey Findings Report

Appendix B: College Station Engagement Summary

Executive Summary

To explore the feasibility of a future community recreation center in College Station, TX, a market analysis was conducted. This analysis is one component of the feasibility study, examining potential demand, identifying other service providers in the area, and benchmarking against similar communities.

Some of the key findings are below:

- College Station's Parks and Recreation Department offers very limited indoor recreational opportunities. With the growing community, there will be additional opportunities to expand their offerings if the City provided indoor recreation facilities.
- The student population of College Station makes up approximately 56% of the overall population. The median age of College Station is 23.7 years old, primarily influenced by Texas A&M University. The Texas A&M Rec Sports facility has an estimated 1.2 million visits annually, potentially indicating that a significant portion of their target demographic is already well-served by existing university facilities. While the facility does offer non-affiliate memberships, it is not widely used by the general public (per conversations with TAMU Recreation staff).
- Visitation data of similar facilities indicate that most participants in the area are willing to travel 3-5 miles. This should be considered when identifying and planning any site for maximum utilization.
- Similar provider research indicated that eight similar providers and 30 niche fitness facilities currently serve the greater community of College Station. On the surface, one might assume saturation in the market, however the Community Survey indicates that only 27% of the market is being served by private niche facilities and that there is still substantial market demand for recreational needs in College Station.
- The Needs Assessment Findings (Appendix A) conducted as part of the overall feasibility study shows that recreational needs still exist in College Station. The top needs related to indoor spaces include indoor running/walking tracks (67%), swimming, pools for leisure/play (66%), cardio equipment/free weights (63%), swimming pool for lap swimming (61%), as well as other indoor based recreation spaces like indoor basketball, volleyball, pickleball, meeting rooms, senior center, etc.
- To be competitive and fill market gaps, a new center might focus on offering unique or underserved services, or alternatively, look for synergies with niche facilities to offer a comprehensive range of programs.
- A new center could incorporate or partner with niche fitness programs to broaden its appeal and cater to specific community interests, enhancing its overall marketability.

Introduction

To understand the potential of a future community recreation center in College Station, TX, the consultant team completed a market analysis. In the context of a feasibility study, a market analysis is an important step that looks at the potential demand for a project, identifies other multi-service and niche providers in the area, and benchmarks against similar communities.

The analysis can help determine if there is a market and a need for the City of College Station to provide a community recreation center. The market analysis can help determine who the potential users are and what potential amenities should be included in a potential community recreation center. While a market analysis can inform decision-making, it is just one part of the overall feasibility study.

1. **Demographics:** This task aims to define the potential user base for the recreation center by analyzing demographic data and mobile user behavior in and around College Station. By understanding who lives in the area, their lifestyles, and their recreation habits, we can tailor the center's services to better fit the community's profile. (remove if demographics are pulled to a separate document)
2. **Benchmarking:** Incorporating benchmarking with national standards provided by the National Recreation and Park Association (NRPA), this task will set performance and operational targets for the recreation center. Benchmarking against existing parks, similar municipalities, and recreation metrics ensures that a potential center aims for best-in-class service and facility standards.
3. **Other Multi-service and Niche Providers:** By examining existing service providers, this analysis helps us understand the current landscape of recreational services in College Station and Bryan. This not only aids in identifying gaps in the market that the new center can fill but also highlights opportunities for collaboration and avoiding unnecessary duplication of services.
4. **Indoor Recreation Trends:** The trends analysis focuses on identifying the shifts in recreational preferences and the evolving needs of the community. This insight allows us to anticipate future demands and design the center to be adaptable to changing trends in sports, events, and community services.

Sample Facility Definitions

The following are sample facility definitions to consider when reviewing this market analysis report.

Community Centers

1. A place where people from our community can meet for social, educational, or recreational activities.
2. A building or group of buildings for a community's educational and recreational activities.
3. Public locations where members of a community gather for group activities, social support, public information, and other purposes.

Potential amenities:

- A large multi-purpose activity space for health and wellness activities.
- An arts and crafts room.
- A large meeting room which can be divided into multiple sections.
- Outdoor gathering space.
- A demonstration/warming kitchen / space for food trucks / vending space for other onsite food and beverage sales.
- A reception area for registering for programs and obtaining information.
- Possibly parks and recreation department office space.
- Possibly an area to display art or an Art Gallery.

A community center's main purpose should be to provide opportunities for active living and recreation in a safe, inclusive environment. By creating a positive atmosphere, these facilities become essential to personal health and wellness, thereby reducing reliance on healthcare and other costly social services.

Recreation Centers

1. Recreation Centers promote an active and healthy community.
2. A multi-sport and activity center designed for enhancing recreation and sport for the local community.
3. A building that is open to the public where classes are held, sports are played, and there are activities available for young and old people.

Potential amenities:

- Multi-purpose gymnasium (basketball/volleyball/pickleball...) with optional suspended walking track.
- Aquatic facility
- Fitness/Wellness – weight room, cardiovascular equipment, group exercise studios.
- Classrooms - arts and crafts room.
- A reception area for registering for programs and obtaining information.
- Parks and Recreation Department office space.

Other potential amenities:

- Indoor synthetic turf

- A large meeting room which can be divided into multiple sections.
- Outdoor patio space off the meeting rooms
- A full kitchen / dedicated space for food trucks / vending space for other onsite food and beverage sales
- Before school/after school/summer camp space
- Lawn – green space for play, gathering

A Recreation Center's main purpose should be to provide opportunities for active recreation in a safe, inclusive environment. Potentially hosting team practices, leagues, and tournaments.

1.0 Demographics

Introduction

The demographics information can help inform the intended market audience of a potential community recreation center. The community makeup suggests that the young median age and growing population could be served by facilities that appeal to college students and young adults, while also offering amenities to serve a more family-friendly atmosphere.

Population

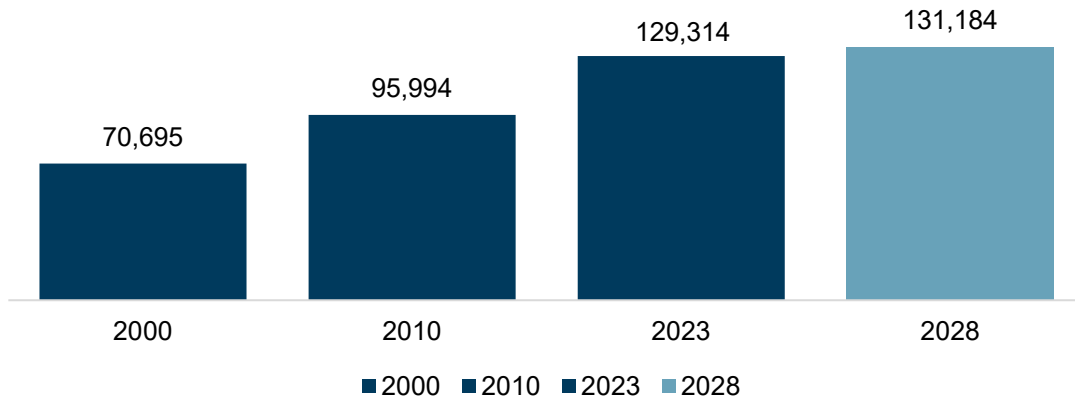
The City of College Station's Parks and Recreation Department is an award-winning agency, offering extensive recreational programs, events, parks, and facilities. The City of College Station is home to Texas A&M University. The collegiate presence is evident in the demographic data – impacting the overall population, median age, household income, and many other factors. The data for this report comes from Esri Business Analyst which provides estimates for 2023 from the 2020 U.S. Census. Population estimates for 2024 were provided by the City of College Station.

College Station's population was estimated at 129,314 residents in 2024 (including college students). This is an approximately a 79% increase from 2000 (70,695 residents). Texas A&M enrollment data from 2023 indicates that the number of students enrolled at the College Station Campus was 71,127.

The student population of College Station makes up approximately 56% of the overall population.

Future projections suggest slight growth over the next five years, with an anticipated population of 131,184 by 2028 (Figure 1.1). The variations in population projections can differ based on many factors including commercial and residential development, for example.

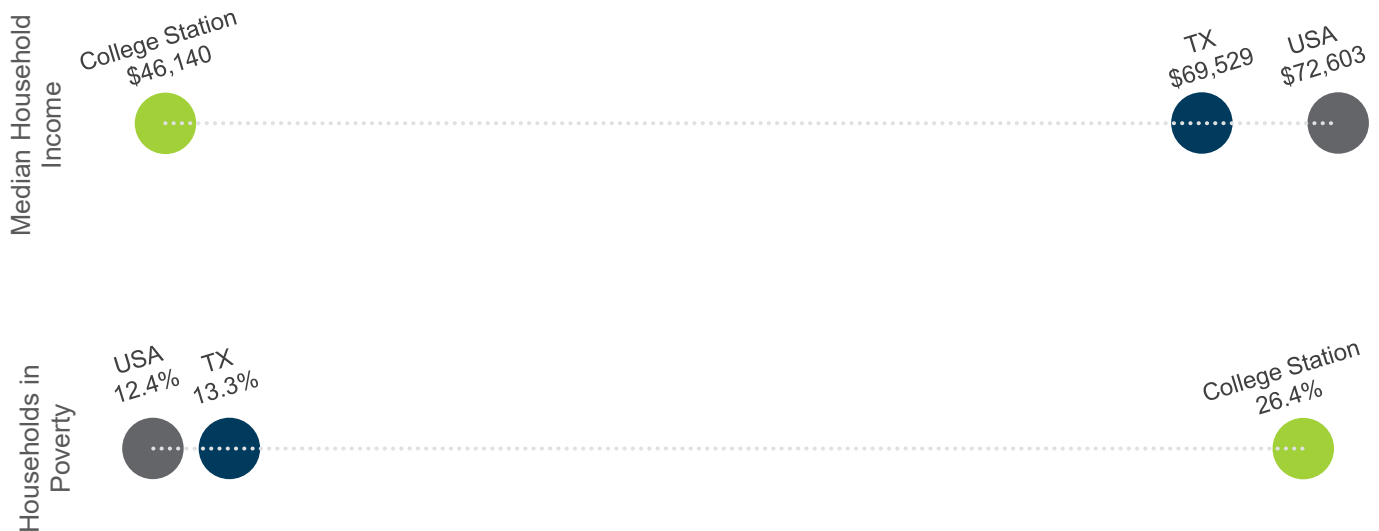
Figure 1.1: Population Change (2000 to 2028)



Household Characteristics

The household characteristics in College Station indicate that the community earns a significantly lower median household income than TX and U.S., with a median household income of \$46,140. Over 26.4% of the population lives below the federal poverty line, more than twice the poverty rates for the State and County – most likely due to a high number of college students in the area.

Figure 1.2: College Station Household Characteristics (2023)

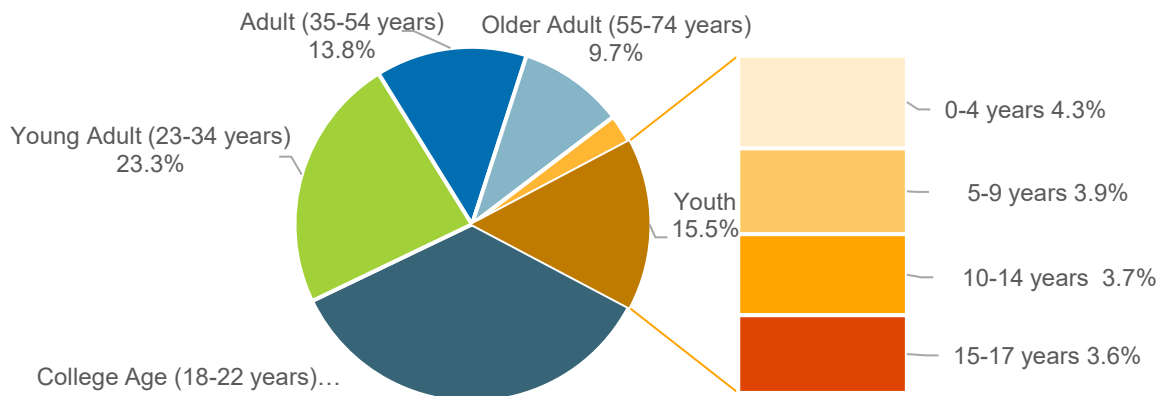


Age Distribution

The median age of residents in College Station was 23.7 years old in 2023, notably younger to both the median age in TX (35.7) and the median age in the United States (39.1). Again, this demographic makeup is reflective of the collegiate presence.

The age groups making up the largest percentage of College Station's population were college age (18 – 22 years) at 35.1%, young adult (23 – 34 years) at 23.3%, and youth (0 – 17 years) at 15.5%.

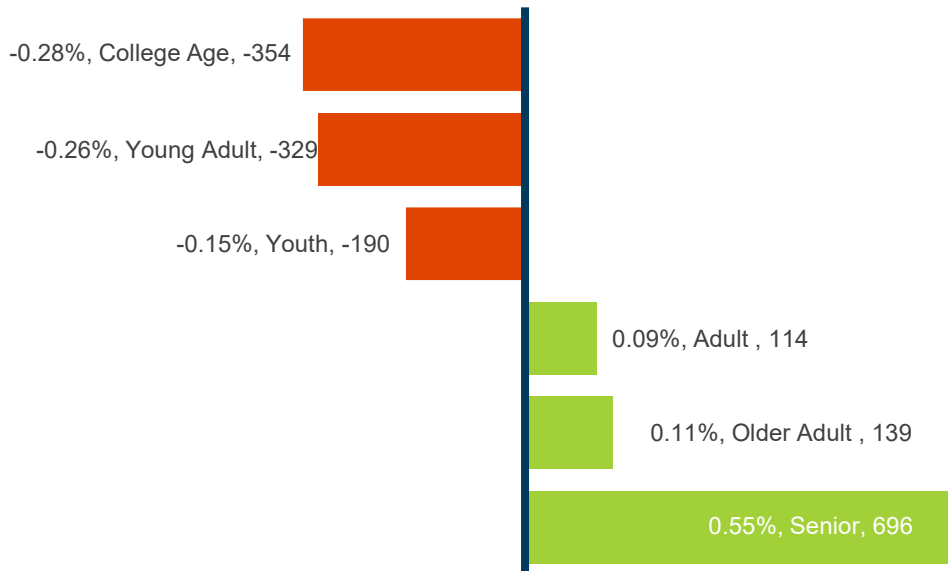
Figure 1.3 College Station Median Age by Block Group (2023)



Age Change Over Time

Over the next four years, the college age, young adult, and youth age groups in College Station are expected to decline slightly (-0.28%, -0.26%, and -0.15% respectively). Conversely, the adult, older adult, and senior groups are expected to see a slight increase, with seniors increasing up to 0.55% growth rate during the same period. Highlighting that although residents ages 0 to 34 years make over 73% of the population, there will be a growing need for increased older adult and senior programming and amenities looking forward.

Figure 1.4: College Station Projected Age Change (2023)

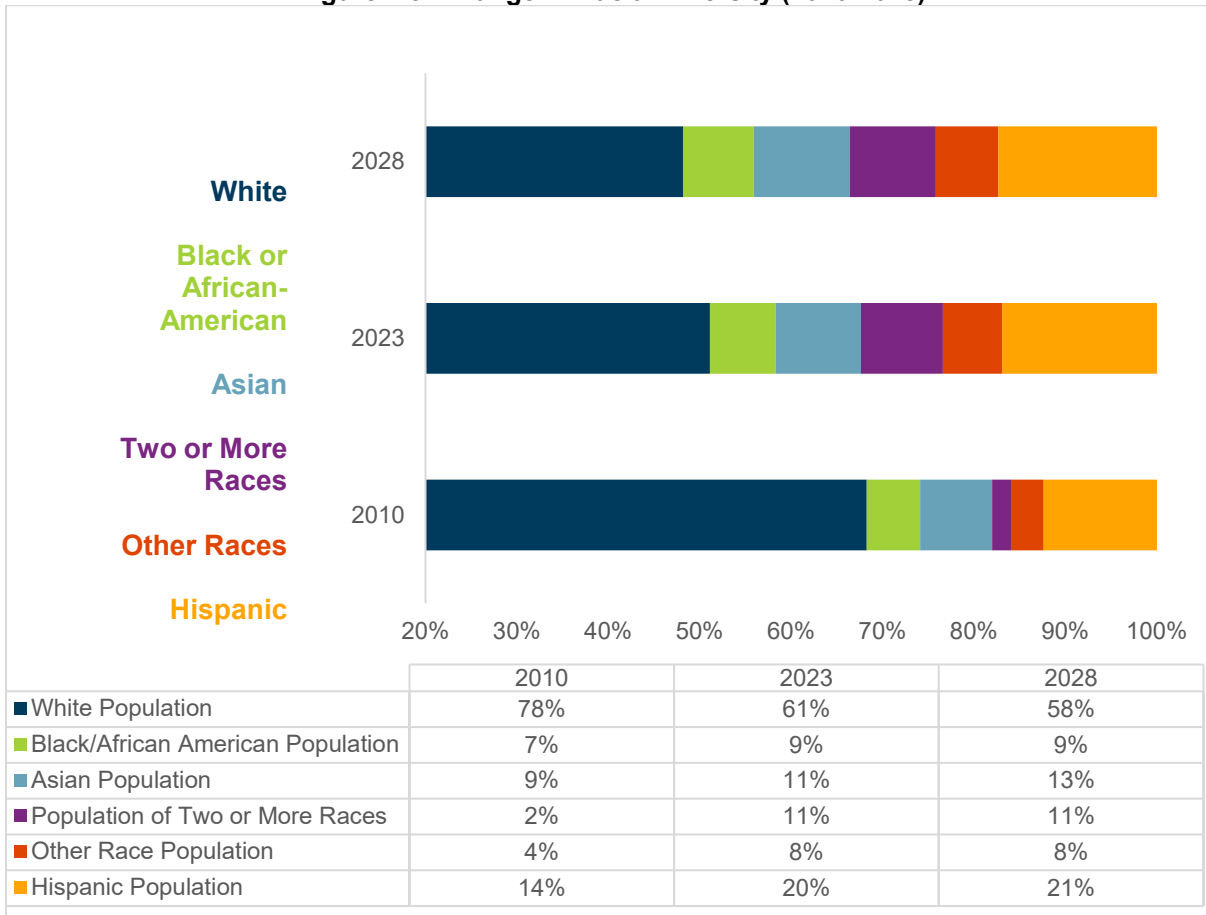


Racial Diversity

College Station became slightly more diverse over time from 2010 – 2023. The white population decreased by 16% while those who identify as two or more races increased by 8%. Those who identify as being of Hispanic origin (regardless of race) is projected to increase from 14% to 21% from 2010 – 2028. Notably, it is expected that the white population will decrease and additional 5% by 2028, while the asian population will increase by 2%.

These demographic shifts highlight the importance of designing a new community center that reflects the cultural diversity of College Station. As the Hispanic and Asian populations grow, the center can offer programs and services tailored to these communities, ensuring broad and inclusive engagement. By addressing the evolving needs and preferences of a diverse population, the center can enhance its relevance, attract more participants, and better serve the entire community.

Figure 1.5: Change in Racial Diversity (2010-2028)



2.0 Benchmarking Recreation Facility Operations

As part of the market analysis for the proposed community center in College Station, TX, an assessment of comparable parks and recreation agencies was conducted by the consulting team. Utilizing custom reports from NRPA (National Recreation and Park Association) Park Metrics provided a benchmarking tool for how similar agencies serve their communities through the infrastructure and operations of various recreation facilities.

This assessment provides an overview of these three comparisons with College Station (when applicable) focusing on the following metrics:

- Number of Operated Buildings
- Square Footage of Operated Buildings
- General Indoor Facilities Operations Overview
- Aquatic Facilities Operations Overview

The following descriptions provide details of the criteria used to generate the data for this study.



Texas: Median data from parks and recreation agencies in Texas with populations ranging from 100,000 to 150,000 residents. Nine agencies fitting this criteria provided data to NRPA Park Metrics in 2023.



United States: Median data from parks and recreation agencies in the United States with populations ranging from 100,000 to 150,000 residents. Forty-seven agencies falling into this criteria provided data to NRPA Park Metrics in 2023.



College-Centric Communities: A study of similar individual agencies in college-centric communities. Base data was compiled using NRPA Park Metrics, but follow-up calls and additional research provided information related to their non-affiliate memberships. Each agency uses different definitions for these metrics. Median data from this research served as the third benchmark for this study. These only include parks and recreation agency operated facilities with communities that have universities.

College-Centric Communities

The following tables detail the similar agencies in college-centric communities. Median data from this research served as the third benchmark for this study. This information points to how the universities differ in their availability of non-affiliate memberships. Texas A&M University provides non-affiliate memberships but the usage is very limited from the general public. The University of Arkansas was the only university that reported that their center is heavily used by the public.

Table 2.1: College-Centric Communities Benchmark Data

	State	Population	University	Estimated Enrollment	University Community/ Rec Center	Non-Affiliate Membership	Usage
College Station	TX	126,459	Texas A&M	71,127	Yes	Yes	Limited
Athens	GA	131,086	University of Georgia	41,615	Yes	No	-
Blacksburg	VA	45,147	Virginia Tech	38,000	Yes	No	-
Fayetteville	AR	95,022	University of Arkansas	32,140	Yes	Yes	Heavily used
Fort Collins	CO	168,758	Colorado State University	33,403	Yes	No	-
Knoxville	TN	190,740	University of Tennessee	36,304	Yes	No	-
Lawrence	KS	95,103	University of Kansas	29,355	Yes	No	-
Norman	OK	94,503	University of Oklahoma	28,308	Yes	No	-
Springfield	MO	299,188	Missouri State University	24,224	Yes	Yes	Summer Only
Median *excluding College Station		113,095		32,772			

	Recreation Centers	Community Centers	Senior Centers	Aquatics Centers	Competitive Indoor Pools	Indoor Leisure Pools	Indoor Pools Total	Tennis Courts (Indoor)	Pickleball (Indoor)	Multiuse Courts- Tennis, Pickleball
College Station	1	1	1	0	0	0	0	0	4	0
Athens	4	2	1	1	0	0	0	0	9	0
Blacksburg	1	1	1	1	1	1	2	0	0	0
Fayetteville	1	0	1	0	0	0	0	0	2	3
Fort Collins	5	7	1	0	3	1	4	0	6	0
Knoxville	1	10	2	0	2	1	3	0	27	0
Lawrence	4	4	0	2	4	1	5	0	12	0
Norman	0	1	1	1	1	1	2	6	14	0
Springfield	7	4	2	2	2	2	4	12	6	0
Median *excluding College Station	2.5	3	1	1	1.5	1	2.5	0	7.5	0

Number of Operated Buildings

Operated buildings may refer to the recreation centers, community centers, senior or teen centers, indoor aquatics centers or similar.

- **Texas:** Texas agencies with populations ranging from 100,000 to 150,000 residents manage a median of 6.5 buildings, potentially indicating a focused investment in fewer, more centralized facilities that can deliver a wide range of services to the community – or it could point to a state-wide trend where there is reliance on other similar providers to offer recreation facilities or services.
- **College-Centric Communities:** College communities had a median of 7.5 buildings.
- **United States:** The median for agencies in the United States is 14 buildings.

Figure 2.1: Number of Buildings Operated (NRPA Park Metrics, 2023)

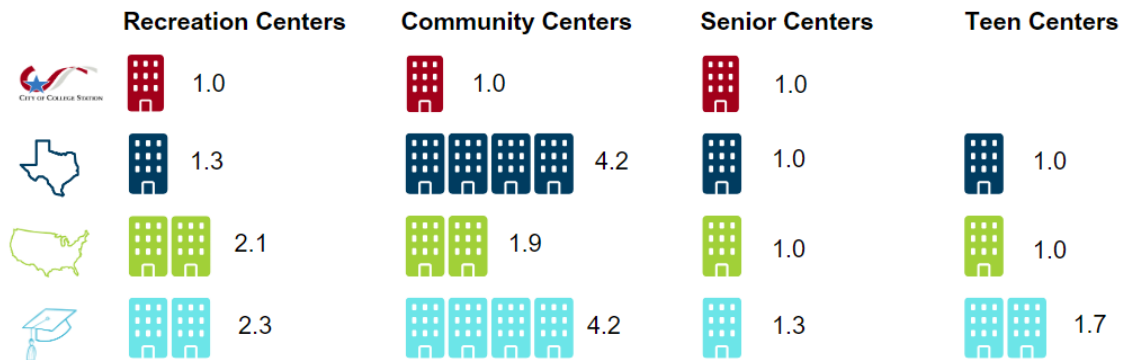


General Indoor Facilities Operations Overview

- **Recreation Centers:** The data shows that Texas has a median of 1.3 recreation centers, lower than the national median of 2.1 and the college-centric median of 2.3. The interest in recreation centers in areas with a strong university presence indicates that College Station could benefit from enhancing recreational facilities to cater to its diverse population.
- **Community Centers:** The Texas and college communities' median of 4.2 community centers strongly suggests an established demand for such facilities within the state.
- **Senior Centers:** The consistency across Texas and national agencies at one senior center, and college-centric communities at 1.7 for senior centers indicates a shift in more multi-generational facilities rather than senior-specific facilities.
- **Teen Centers:** With teen centers also at a steady median of 1.0 across Texas and the United States, and slightly more prevalent in college communities, there is a movement

to more general facilities that offer specialized spaces rather than standalone buildings for teens.

Figure 2.2: Number of Facilities Operated by Type (NRPA Park Metrics, 2023)

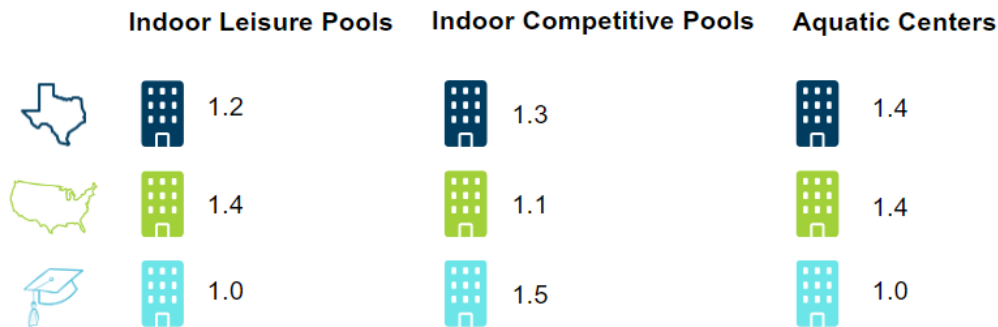


Aquatic Facilities Operations Overview

- Indoor Leisure Pools:** Leisure pools, with a median of 1.2 in Texas and 1.4 in both national and college settings, reflect the demand for more aquatic experiences designed for fun, fitness, and family oriented activities.
- Indoor Competitive Pools:** Competitive swimming pools are slightly more prevalent in college settings, with a median of 1.5, suggesting that areas with younger populations are supported with facilities for structured, competitive aquatic activities. College Station, with its significant student population, could benefit from such facilities to support local and regional swimming competitions.
- Indoor Aquatics Centers:** The data underscores the importance of aquatic centers, with Texas and national agencies typically offering around 1.4 centers. This standard is indicative of the broad appeal of aquatic activities and their role in promoting community health and wellness.

College Station has two outdoor pools and two splashpads, which are not directly comparable to the aquatics information available through NRPA Park Metrics.

Figure 2.3: Average Number of Aquatic Facilities Operated by Type (NRPA Park Metrics, 2023)



Benchmarking Summary

The data provided from NRPA Park Metrics from the various comparisons in Texas, the United States, and College-centric communities offer most relevant key findings:

- Community centers are most prevalent in college-centric communities and in Texas.
- College-centric communities offer a higher number of indoor leisure and competitive pools.

Considering the City's unique demographic as a college town, emulating the strategies of college communities could be beneficial. For instance, providing more buildings of a larger size could allow for a greater variety of specialized spaces catering to different interests and age groups.

Given the student population in College Station, there may be a need for more expansive facilities that can accommodate a wider range of activities, from recreational sports for youth and young people to large community events for non-collegiate citizens.

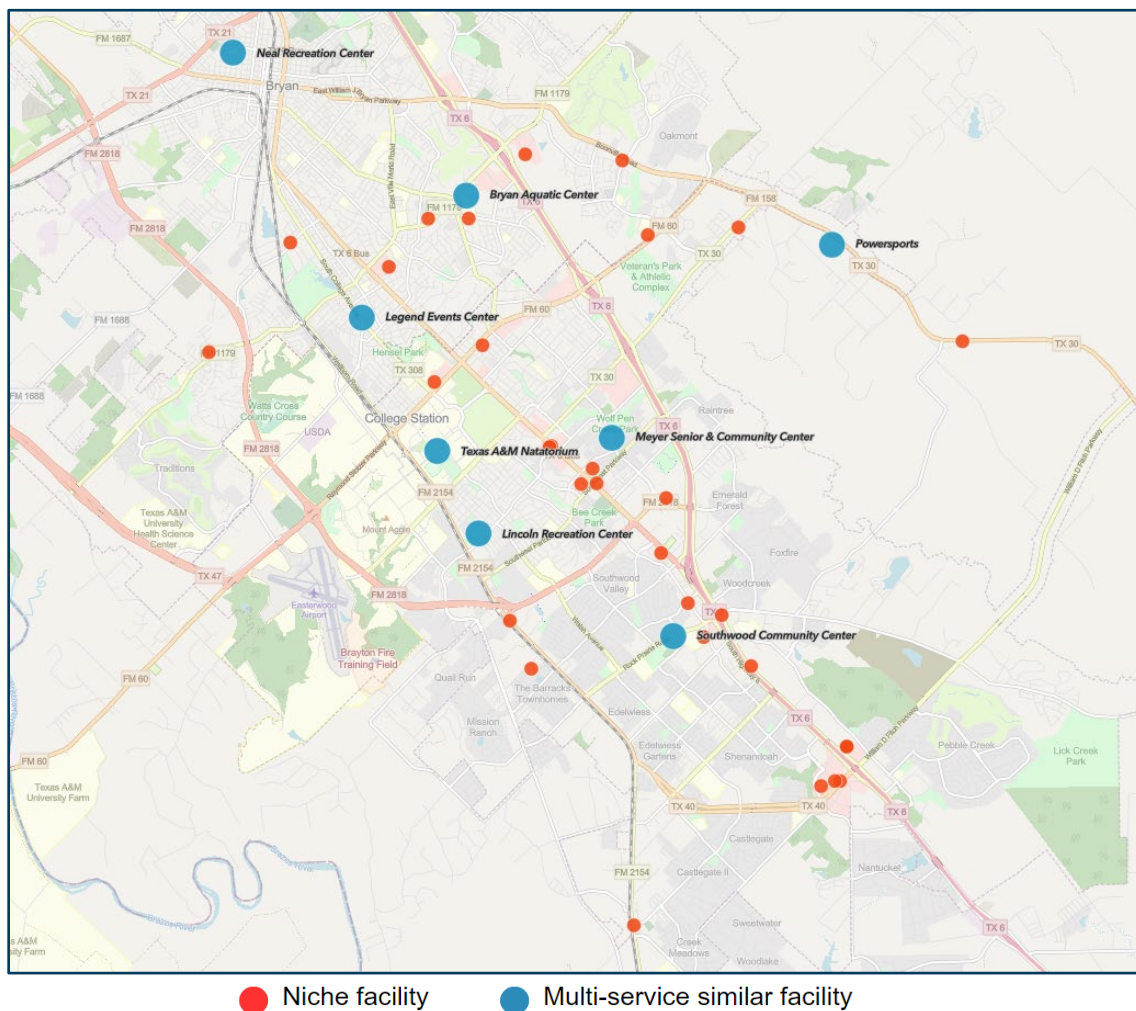
On the other hand, if College Station were to only utilize the data from median agencies of similar population in Texas and the United States, it would miss the key data points of what college-centric communities around the country typically provide, potentially underserving the College Station community.

Balancing the number of buildings with the available square footage, and considering the specific use cases for each facility will be key to a center's long-term success and sustainability. Depending on the amenities in a recreation facility, the square footage will vary. The design team will recommend the appropriate square footage and mix of potential amenities for a potential community recreation center based on the entirety of the feasibility study.

3.0 Multi-service and Niche Facilities

To explore the feasibility of a new recreation center in College Station, a key step was to identify similar providers. For this process, multi-service facilities and niche fitness facilities were researched in College Station and the City of Bryan. This result ended with identification of eight similar providers (blue), and 30 niche fitness facilities (red), both of which are mapped in the map below. Mapping these facilities provides a visual representation of the market saturation and geographical distribution, assisting in the strategic placement of a new facility.

Figure 3.1: Multi-service and Niche Facilities



Multi-service Facilities

The type of facility that College Station is considering is a community recreation center; these facilities offer a broad range of services such as fitness programs, recreational sports, meeting spaces, courts, among others. They often host community events and offer lifelong recreational programs. These amenities and services make them valuable comparisons when researching potential locations, programs, fees, and amenities for a new facility.

Table 3.1: Multi-Service Facilities

Similar Facilities	Street Address	City
Bryan Aquatic Center	3100 Oak Ridge Dr.	Bryan
Legends Event Center	2533 Midtown Pk Blvd	Bryan
Lincoln Recreation Center*	1000 Eleanor St	College Station
Meyer Senior and Community Center*	2275 Dartmouth St	College Station
Neal Recreation Center	600 North Randolph	Bryan
Powersports	10810 SH 30 Suite A	College Station
Southwood Community Center*	1520 Rock Prairie Rd	College Station
Texas A&M Student Recreation Center	Texas A&M University202 Student Rec Center	College Station

*City of College Station facility

Other Niche Fitness Facilities

Thirty niche fitness facilities identified in the analysis are specialized centers that focus on specific types of fitness or wellness activities. These are likely not an exhaustive list of all facilities in the area, although they do reflect a wide variety of niche services such as yoga studios, CrossFit gyms, or barre classes, which cater to a dedicated client base looking for particular types of fitness experiences. They are generally smaller and may offer progression programs that lead participants from introductory to advanced levels. Niche facilities can serve as potential partners or feeders into broader programs at larger community recreation centers. Niche facilities can also benefit by partnering with larger community recreation centers that offer beginner programs which could result in additional business opportunities for niche facilities.

Table 3.2: Other Niche Fitness Facility Locations

Niche Facilities	Street Address	City
Anytime Fitness	4421 State Highway 6 400	College Station
Anytime Fitness CSTAT	404 University Drive East	College Station
BCS Swim School	2413 Harvey Mitchell Parkway S	College Station
Body20 Aggieland	937 William D Fitch Pkwy	College Station
BoomFit College Station CrossFit	3200 Longmire Dr.	College Station
BoomFit University	3121 University Drive	Bryant
Brazos Valley Barbell, LLC	4421 Hwy 6 Suite 400	College Station
College Station Fit Body Boot Camp	4075 St. Hwy 6	College Station
CrossFit Aggieland	3815 General Pkwy	College Station
CrossFit Obey	408 W Carson St	Bryan
F45 Training	1904 Texas Ave S	College Station
Gold's Gym	3125 S Texas Ave	Bryan
Gold's Gym	1285 Arrington Rd	College Station
Gold's Gym	200 Brentwood Dr. E	College Station
HOTWORX College Station	1902 Texas Ave. South	College Station
Innovative Fitness	3024 Texas Ave S	College Station
Lions Pride Sports	1910 Greenfield Plaza	Bryan
Orangetheory	1025 University Dr.	College Station
Orangetheory	11655 Wellborn Rd	College Station
Planet Fitness	1673 Briarcrest Dr. Ste 100A	Bryan
Planet Fitness	2501B Texas Ave S.	College Station

Niche Facilities	Street Address	City
Pure Barre College Station	915 William D Fitch Pkwy	College Station
Row House College Station	4001 Texas 6 Frontage Road	College Station
Sawed-Off CrossFit	4000 Harvey Rd	College Station
Snap Fitness	4282 Boonville Rd #130	Bryan
Tru Fit Athletic Clubs	1900 W Villa Maria Rd	Bryan
Tru Fit Athletic Clubs	2412 Texas Ave S	College Station
Tru Fit Athletic Clubs-Longmire	3526 Longmire Dr.	College Station
Tru Fit Athletic Clubs-Wildflower	3155 Wildflower Dr.	Bryan
Wellborn CrossFit	14999 Farm to Market Rd 2154	College Station
Windy Sport and Fitness	12700 SH 30 #201	College Station

Multi-service Amenities and Facilities

The following matrix shows the types of facilities and amenities available at multi-service facilities in the area. Lincoln Recreation Center, Southwood Community Center, and Meyer Senior and Community Center are existing City of College Station facilities. Based on this matrix, spaces for indoor cycling/spin classes, walking tracks, and recreational pools are potential opportunities to fill a gap.

Table 3.3: Matrix of Similar Facilities, Amenities, and Programming

Facility	Bryan Aquatic Center	Legends Events Center	Lincoln Recreation Center*	Meyer Senior and Community Center*	Neal Recreation Center	Powersports	Southwood Community Center*
Classrooms				●			●
Competitive/Lap Pool	●						
Cycling ("spin" Classes)							
Esports		●					
Gymnasium		●	●		●	●	
Indoor Walking Track							
Most Fitness Classes Included			●	●	●	●	●
Multi-purpose Meeting Space		●	●	●	●	●	●
On-Site Child Care, Program/Child Watch			●		●	●	●
Playground					●		
Recreation Pool	●						
Sauna/Steam Room							
Specialty Fitness		●		●		●	●
Splash Pads/Slides/Family-friendly					●		
Sports Training	●	●	●			●	●
Teaching Kitchen							
Weight Room/Cardio Room			●				
Whirlpools/Hot Tubs							

*City of College Station facility

Multi-service and Niche Facilities Visitation Analysis

Placer.ai is a location analytics platform that utilizes anonymous and aggregated data to provide insights into visitor behaviors and patterns. This platform can assist agencies in making data-driven decisions by offering a variety of insights into who visitors are and how/when facilities are being used. College Station can use the Placer.ai data from similar providers to understand what potential visitors may want from a new facility.

Visitation Trends

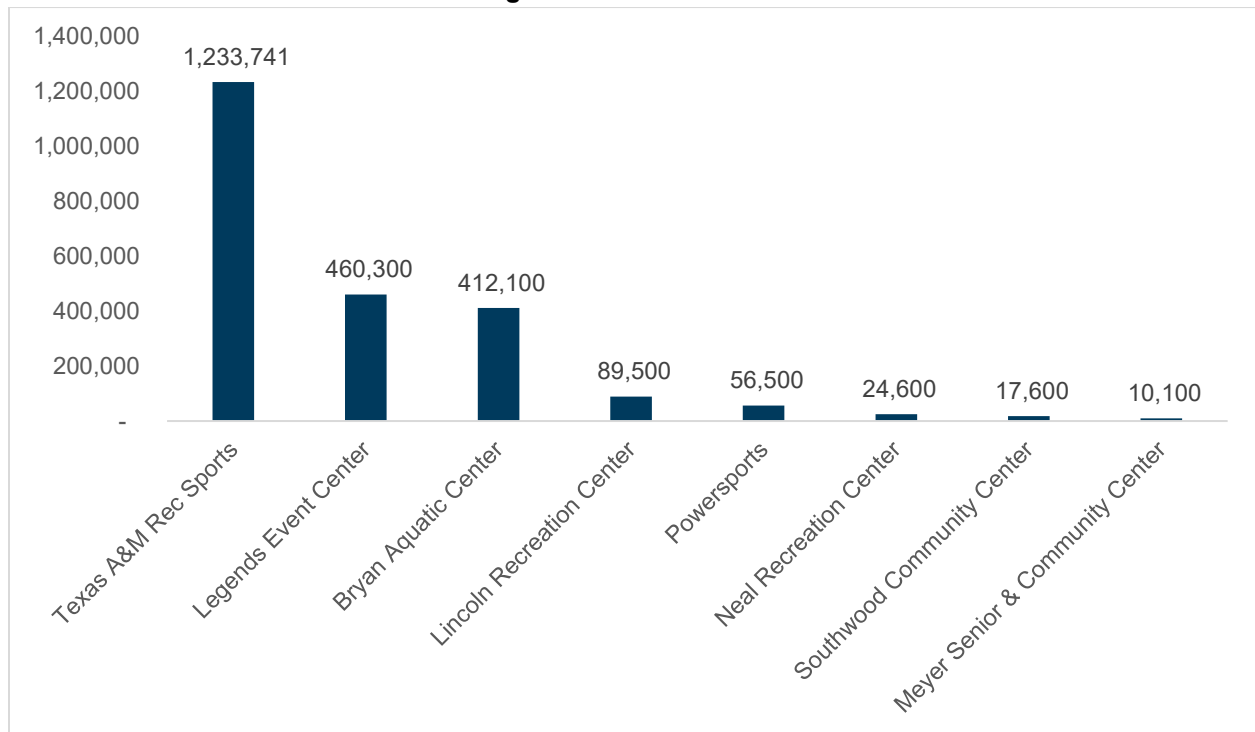
Table 3.4 reflects the similar providers data for annual visits and visitors in the last 12 months (February 2023 – 2024). The Texas A&M Rec Sports facility is the outlier with the most annual visits and visitors which may be due to increased visitation by those curious to see the Texas A&M campus and take tours.

Table 3.4 Annual Visits and Visitors

Facility	Visits	Visitors
Bryan Aquatic Center	412.1K	94.1K
Legends Event Center	460.3K	25.5K
Lincoln Recreation Center*	89.5K	24.1K
Meyer Senior and Community Center*	10.1K	3.9K
Neal Recreation Center	24.6K	7.9K
Powersports	56.5K	9.9K
Southwood Community Center*	17.6K	8K
Texas A&M Student Recreation Center	1.2M	137.1K

**City of College Station facility*

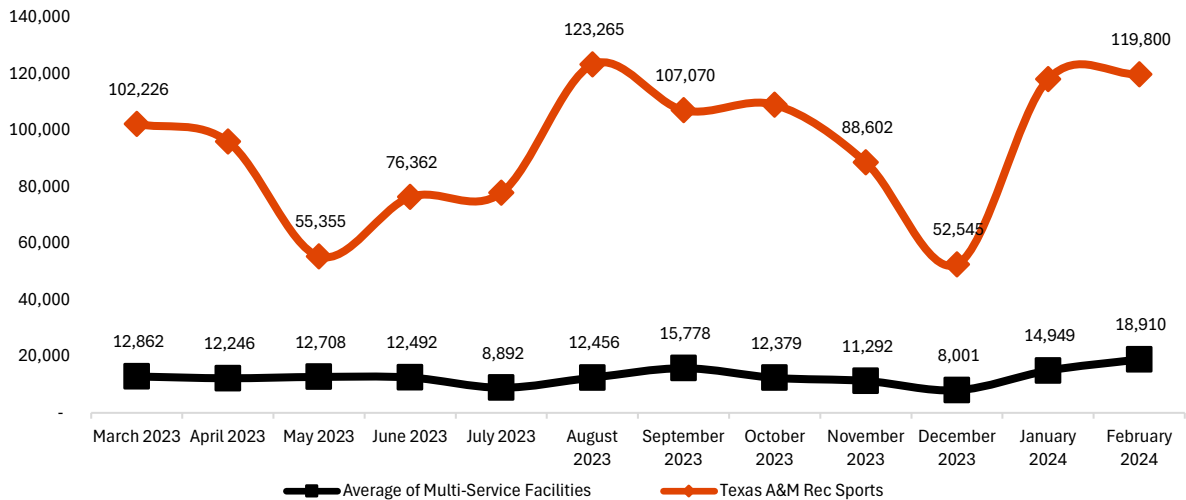
Figure 3.2 Annual Visits



Average Monthly Visitation

Using the average number of visits across multi-service facilities provides an indication of overall trends to expect. The most visited months to these facilities include September, February, and October. The least most common months are April through July and December. Texas A&M was separated because of its significant visitation that differs greatly from the other facilities.

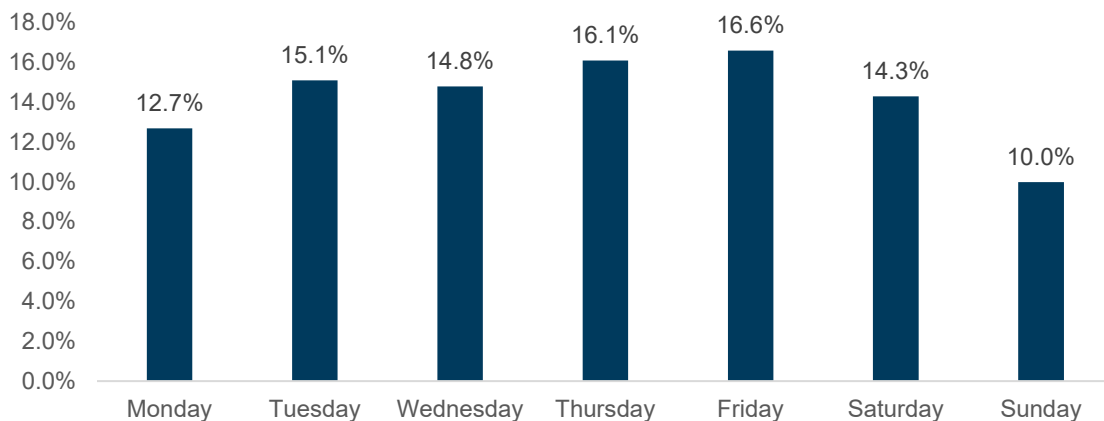
Figure 3.3: Average Monthly Visitation



Average Daily Visitation

Across the multi-service facilities, the most popular days of the week on average were Fridays and Thursdays.

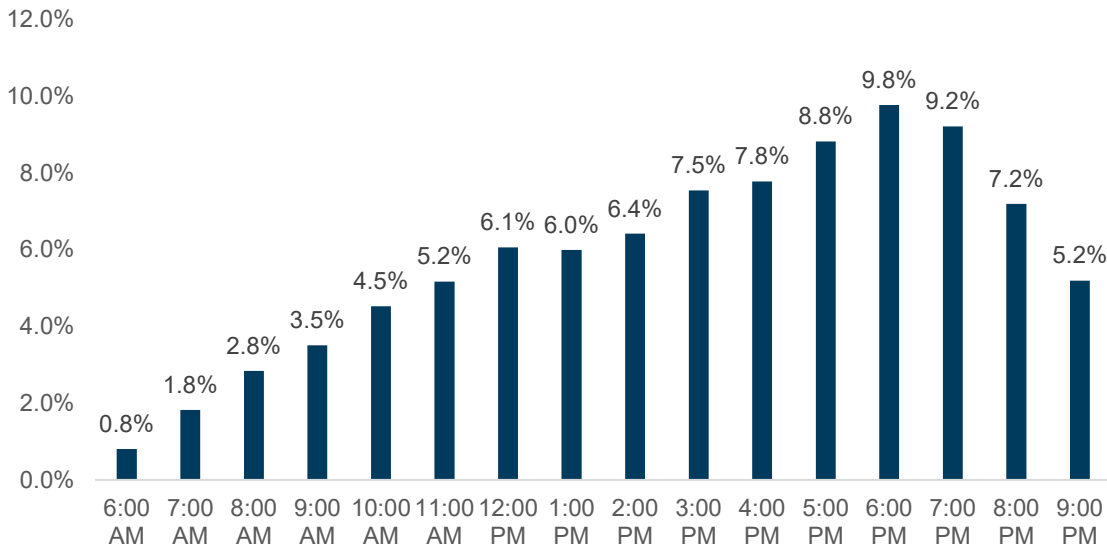
Figure 3.4 Average Daily Visitation



Times of Day and Timing

Similar provider facilities saw peak attendance during the evening, typically between 4:00 p.m. to 8:00 p.m. On average, visitors are typically spending around 113 minutes at a facility.

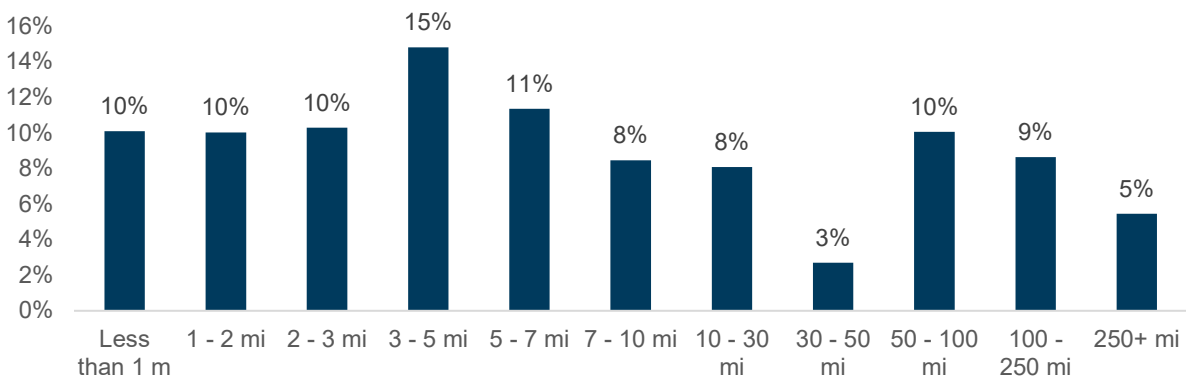
Figure 3.5: Average Hourly Visitation



Willingness to Travel

Figure 3.6 reflects the average distance visitors are willing to travel to visit a facility. Visitors to similar facilities mostly live in a range of 3 – 5 miles from the facility.

Figure 3.6: Distance Traveled to Facility



4.0 Trends

Introduction

This analysis examines current and future indoor recreation trends, levels of interest and participation in various activities, and overall trends in recreation relevant to College Station.

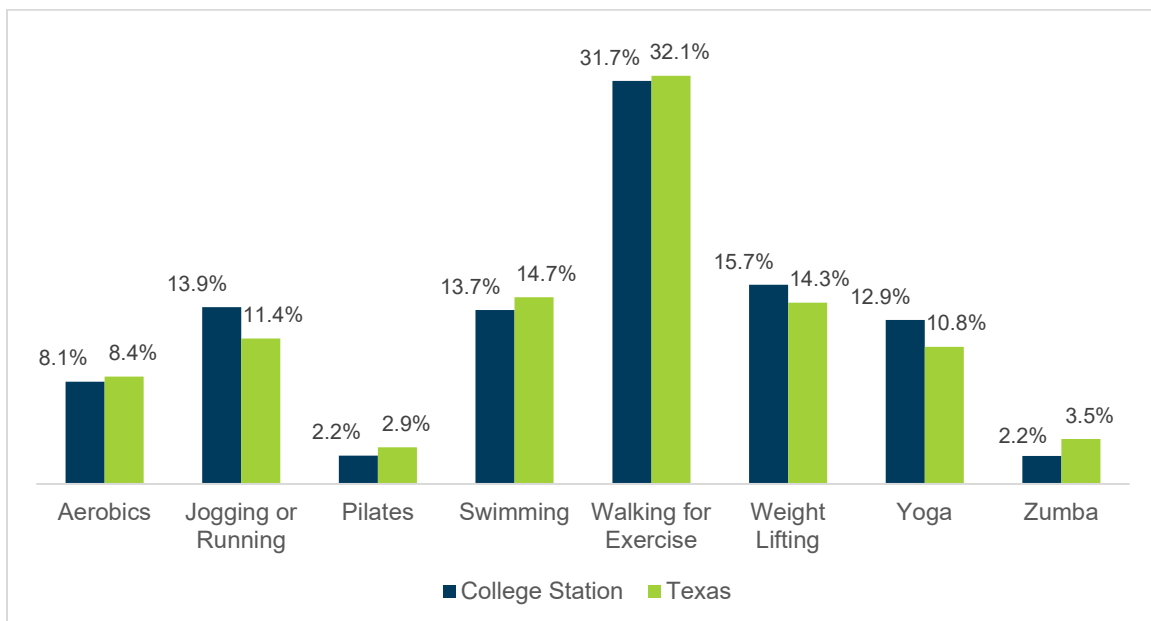
These types of trends can help the City of College Station understand how the community engages in fitness and sports activities, which can inform programming choices and facility design.

Estimated Local Adult Participation for Fitness and Sports

Local adult participation was estimated for adult residents of College Station, 25 years and older. This analysis uses data from Esri Business Analyst, which combines information from the U.S. Census Bureau, Bureau of Labor Statistics, and other sources. These sources provide insights into national trends for participation and spending on various recreation, fitness, and leisure activities.

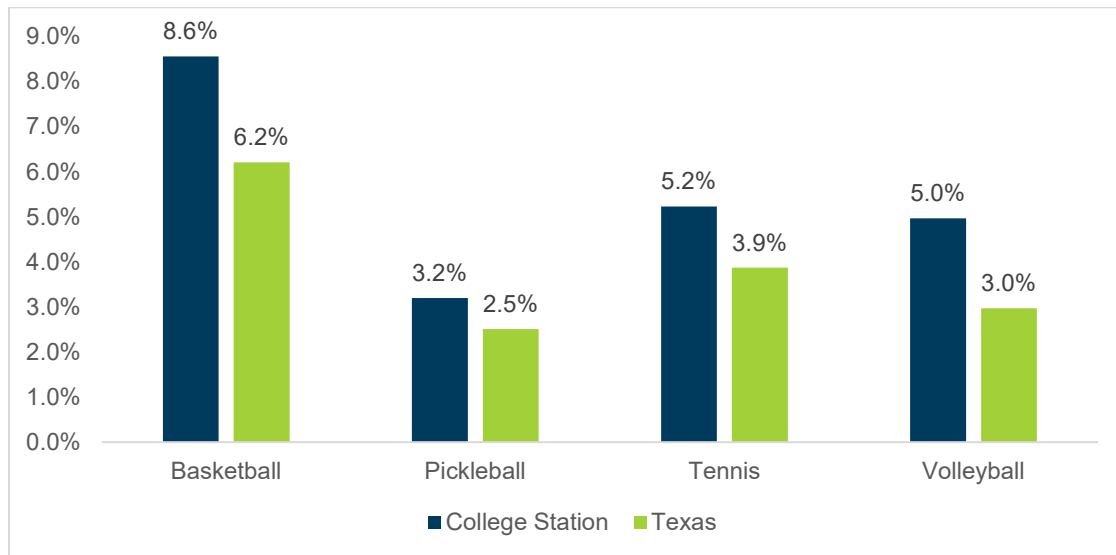
For general fitness activities, walking for exercise, weight-lifting, jogging or running, and swimming were the activities with the most participation.

Figure 4.1: Local Participation in Fitness Activities



The data below demonstrates that basketball has the highest participation of relevant indoor sports.

Figure 4.2: Local Participation in Sport Activities



Fitness Trends

Each year, the American College of Sports Medicine (ACSM) conducts a survey of worldwide fitness trends. Now in its 18th year, the ACSM circulates an electronic survey to thousands of fitness professionals around the world to determine health and fitness trends. The list below includes the top 10 fitness trends for 2024.¹

1. Wearable Technology

These devices can track heart rate, calories, sitting time, and much more.

2. Worksite Health Promotion

Employers can capitalize on this by fostering health-promoting behaviors such as physical activity and preventive screenings, leading to reduced insurance expenses, heightened productivity, and better mental health.

3. Fitness Programs for Older Adults

¹ Newsome, A. M. (n.d.). 2024 ACSM Worldwide Fitness Trends: Future Directions of ACSM's Health & Fitness Journal. Retrieved from <https://journals.lww.com/acsm-healthfitness/pages/articleviewer.aspx?year=2024&issue=01000&article=00007&type=Fulltext>

Aging heightens susceptibility to chronic illness, cognitive decline, and falls, making regular aerobic and muscle-strengthening exercises critical for mitigating these risks and preserving independence and quality of life as people age.

4. Exercise for Weight Loss

By preserving lean body mass during weight loss endeavors, exercise facilitates sustained and lasting reductions in weight, underlining its significance in long-term weight management strategies.

5. Reimbursement for Qualified Exercise Professionals (QEPs)

This trend represents a shift from previous years' advocacy for licensure for Qualified Exercise Professionals (QEPs), which faced significant policy-level obstacles, making it less feasible for the fitness industry globally. Instead, emphasis is now on reimbursement for services provided by QEPs, such as personal trainers and exercise physiologists, acknowledging their role within the healthcare continuum.

6. Employing Certified Exercise Professionals

Employing certified professionals remains a top trend in the health and fitness industry, with companies recognizing the significance of hiring trained individuals to lead fitness programs. Accredited certifications signal to consumers that professionals possess proficient knowledge to assist them in achieving their fitness goals safely.

7. Mobile Exercise Apps

These apps offer flexibility in program delivery, impacting the market with diverse options and proving effective in boosting users' physical activity levels.

8. Exercise for Mental Health

Mental health, encompassing emotional, psychological, and social well-being, affects approximately one in every eight individuals globally according to the World Health Organization (WHO), highlighting the widespread significance of this trend. Resources provided by ACSM empower exercise professionals to integrate physical activity effectively to support mental health, underscoring the importance of exercise as a holistic approach to wellness.

9. Youth Athletic Development

These initiatives focus on teaching fundamental movement patterns and preparing young individuals for skill acquisition, underscoring the importance of specialized training for exercise professionals working with this demographic.

10. Personal Training

Consumers seeking effective exercise selection, safety protocols, and recovery techniques often find value in this personalized service. Exercise professionals equipped with nationally accredited credentials, such as those offered by ACSM, are well-prepared to cater to diverse client needs, underscoring the importance of professional certification for ensuring quality service delivery and client satisfaction.

Pickleball Trends

Pickleball has seen exponential growth, becoming the fastest-growing sport in the U.S. due to its inclusive and accessible nature. The demand for court time is high, with an estimated need for 25,000 additional courts nationwide to meet current demand. The sport has experienced 223.50% participation growth in the last 3 years.

Converting vacant commercial and industrial spaces into pickleball centers is environmentally friendly and cost-effective, provided the spaces meet certain specifications.

Multi-court layouts maximize space efficiency and can facilitate tournaments. High-quality, gel-like soft surfaces mimic outdoor conditions and provide better player comfort. Noise reduction and LED lighting are also key features. Online reservations assist with attendance and help users book courts in advance.

Facilities are increasingly designed to be accessible to players of all ages and abilities, including wheelchair-friendly layouts and accessible amenities –broadening the play to elementary school students and beyond. This inclusivity broadens the sport’s appeal and creates a welcoming environment for all.

Table 4.1: Racquet Sport Participation Change Overtime

Racquet Sport	1-year change (2019 – 2023)	3-year change (2020 – 2023)
Badminton	0.4%	11.1%
Pickleball	51.8%	223.5%
Racquetball	0.8%	3.6%
Squash	7.0%	13.0%
Table Tennis	-2.9%	-8.9%
Tennis	1.0%	10.1%

Aquatic Trends

Pool Design

Municipal pools have shifted away from the traditional rectangle shape, and instead have shifted to facilities that include zero-depth entry, play structures that include multiple levels, spray features, small to medium slides, and separate play areas segmented by age/ability.

Indoor warm water therapy pools continue to grow in popularity with the aging population; creating a shallow space for low-impact movement at a comfortable temperature enables programming options to multiply. “Endless” or current pools that are small and allow for “low-impact, high-intensity movement” are becoming popular, as well.

Water Fitness

The concept of water fitness is a huge trend in the fitness industry, with many new programs popping up such as aqua yoga, aqua Zumba, aqua spin, aqua step, and aqua boot camp. Whether recovering from an injury, looking for ease-of-movement exercise for diseases such as arthritis, or simply shaking up a fitness routine, many demographics are gravitating toward the water for fitness. Partnerships can be important for parks and recreation agencies, such as working with hospitals to accommodate cardiac patients and those living with arthritis or multiple sclerosis.

Youth Programming

Swim lessons generally include the most significant number of participants and revenues for public pool operations. Programs can be offered for all ages and levels, including private, semi-private, and group lessons. Access to swimming pools is a popular amenity for summer day camp programs, too.

Spray Parks

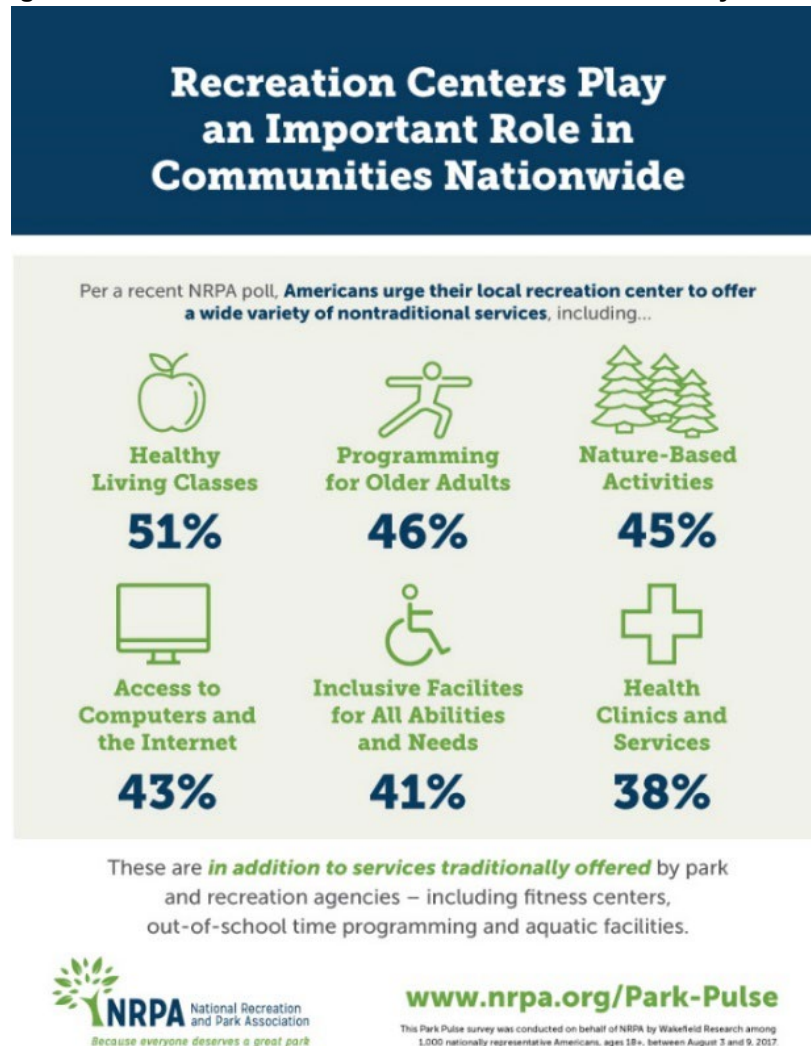
Spray parks (or spray grounds) are now a common replacement for aging swimming pools, particularly because they provide the community with an aquatic experience without the high cost of traditional pools. Spray parks do not require high levels of staffing, require only minimal maintenance, and offer a no-cost (or low-cost) alternative to a swimming pool. A spray park typically appeals to children ages 2 – 12 and can be a stand-alone facility in a community or incorporated inside a family aquatic center.

Community Recreation Centers

Parks and recreation agencies serve their communities in many ways; one of the primary facilities that many agencies operate are community centers. These facilities may host a variety of amenities, such as sport courts, multi-purpose rooms, fitness gyms, aquatic facilities, and

much more. There has been a shift from traditional fitness and general activities in community centers to a more modern approach, which includes healthy living classes, computer classes/internet access, and older adult transportation. Data from NRPA indicates that recreation centers play an important role in communities across the country. The infographic in Figure 4.3 demonstrates the potential for non-traditional community services.²

Figure 4.3 Non-Traditional Services Desired in Community Centers



² NRPA. *Recreation Centers Play an Important Role in Communities*. National Recreation and Park Association. Accessed September 2019. [Recreation Centers Play an Important Role in Communities | Park Pulse | National Recreation and Park Association \(nrpa.org\)](http://www.nrpa.org/Park-Pulse)

National Sports Participation

This section aims to identify and analyze current trends in sports and recreation, with a particular focus on participation trends derived from the Sports and Fitness Industry Association (SFIA) 2024 Report.³ This data can help the City of College Station align its programs with current participation trends, ensuring they meet community interests.

For example, popular activities like basketball, tennis, and pickleball suggest that spaces like multi-use courts should be prioritized when planning a facility. However, declining activities like stationary cycling might help prevent unnecessary investment in expensive equipment. Recognizing these trends helps ensure efficient space utilization.

Basketball is the most popular team sport with 29.7 million participants.

Tennis is the most popular racquet sport with 23.8 million participants.

Pickleball participation grew by 51.8% in 2023.

Walking for fitness is the most prevalent form of aerobic exercise.

Tai chi saw a 16.3% increase in participation in one year; however, yoga continues to lead in popularity for conditioning activities.

Dance, step, and other choreographed exercises have grown by 3.3% since 2018, attracting 26.2 million participants each year.

Stationary cycling (group exercise) has been heavily impacted by at-home fitness equipment, declining by 6.2% in five years, with 6.2 million participants.

³ SFIA. February 27, 2024. *SFIA's Topline Participation Report Shows Strong Positive Trends Across All Sports and Fitness Categories*. Sports & Fitness Industry Association. Accessed April 8, 2024. [SFIA's Topline Participation Report Shows Strong Positive Trends Across All Sports and Fitness Categories](#)

Top Trending Activities and Five-Year Growth

Figure 4.4 demonstrates the total U.S. participation rates for those 6 years and over from 2018 and 2023. Fitness has led in popularity the last five years.

Figure 4.4: U.S. Participation 2018 vs 2023

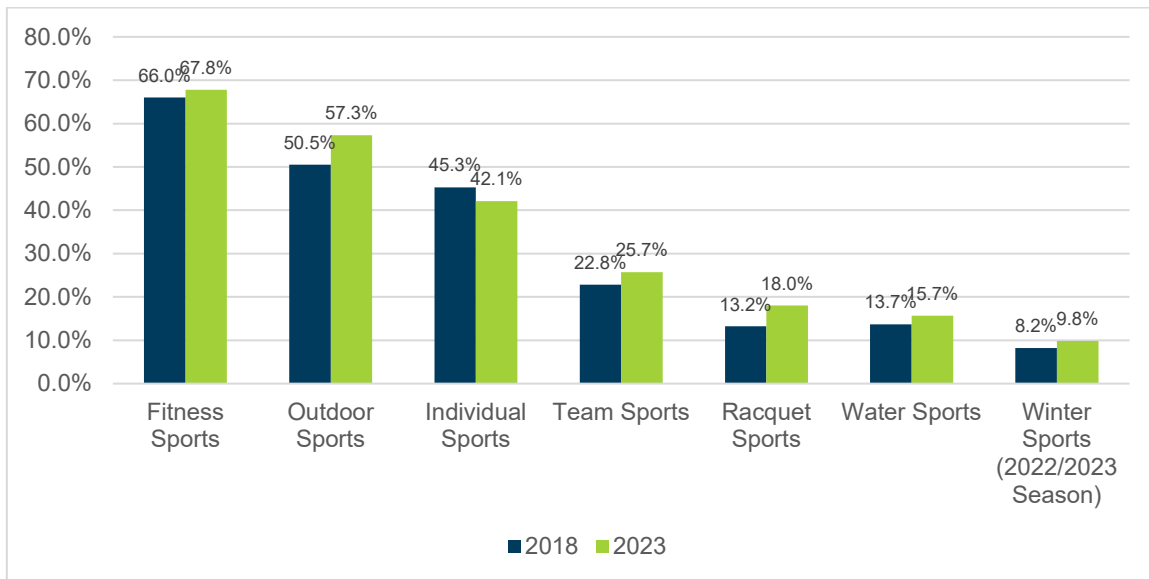


Table 5 shows the top activities by participation and growth rate over the past five years (2018 - 2023) from the latest SFIA report. This annual report tracks participation across the United States for ages six and older. Only participation for relevant activities to an indoor recreation center were included.

Table 4.2 National Participation by Activity

	2023 Participation (Millions)	5-Yr Growth (2018 - 2023)
TEAM SPORTS		
Basketball	29.7 M	+4.3%
Swimming on a Team	3.3 M	+2.1%
Volleyball (Court)	6.9 M	+2.3%
RACQUET SPORTS		
Tennis	23.8 M	+6.3%
Badminton	6.5 M	+0.6%
Pickleball	13.5 M	+35.7%
STRENGTH AND CONDITIONING		

Free Weights	53.8 M	+1.0%
Yoga	34.2 M	+3.6%
Weight-Resistance Machines	29.4 M	+1.0%
AEROBIC EXERCISE		
Treadmill	54.8 M	+0.7%
Running/Jogging	48.3 M	-0.5%
Stationary Cycling (Recumbent/Upright)	32.6 M	-2.0%

Aspirational Activities of Inactive Americans

The SFIA report identifies the top indoor activities that inactive Americans are most interested in. This analysis summarizes the key themes from these activities. By understanding what activities might draw inactive residents in, the potential center can tailor its offerings to meet their needs and interests, potentially increasing membership and participation rates. This targeted approach can help ensure the center's programs are relevant, attract a broader audience, and promote a healthier community.

- **Aquatic Fitness:** Swimming for fitness is a popular choice across almost all age groups, indicating the value of having a swimming pool with programs for various skill levels and ages.
- **Gym and Strength Training:** Working out with weights and using machines is consistently popular from the teenage years into senior ages, suggesting a well-equipped gym area is essential.
- **Cardiovascular Health:** Activities such as running/jogging, which can be accommodated indoors on treadmills, and cardio fitness classes are important for a wide range of ages.
- **Group Exercise Classes:** Yoga appears in the aspirations of almost every age group, highlighting the demand for group fitness spaces that can accommodate yoga and other exercise classes.
- **Team Sports and Social Interaction:** Basketball and soccer are listed in the younger age groups, indicating an interest in team sports which can contribute to both physical fitness and social interaction.

Summary

The discovery sessions conducted during engagement consisted of leadership interviews, stakeholder interviews, and community focus groups. The engagement findings can be found in Appendix B and needs assessment survey (Appendix A) confirms a need for the City to provide a community recreation center. The discovery sessions indicated that most community members aren't currently using the TAMU Recreation Facilities due to issues with parking, the young clientele (not family oriented), difficulty accessing facilities, and the facilities being overcrowded.

College Station's Parks and Recreation Department offers very limited indoor recreational opportunities. With the growing community, there will be additional opportunities to expand their offerings if the City provided indoor recreation facilities.

City of College Station facilities: The Lincoln Recreation Center, Southwood Community Center, and Meyer Senior and Community Center offer limited recreational opportunities, programs and amenities that cater to a minimal number of residents.

In future years, age distribution could prompt the College Station to diversify their offerings to older adults – prompting additional consideration for lifelong programs and events that cater to an older demographic. Data also suggests that the College Station will continue to see greater racial and ethnic diversity.

The facilities compared in the similar service provider analysis provide family-oriented community centers that offer multi-purpose spaces and a variety of health and wellness programs. This is the type of Community Recreation facility that the City of College Station needs to consider.

Insights from national trends highlight the necessity of adapting to emerging preferences, ensuring that the City of College Station remains a thriving hub for community engagement and healthy living. Key trends include:

- Shift toward enhancing in-person classes through additional online offerings and wearable technology
- Popularity of outdoor activities and holistic health approaches facilitated by the facility staff
- Growing importance of diversity, equity, and inclusion in recreational programming

Understanding these trends is necessary for informing potential development of an indoor recreational facility in the City of College Station.

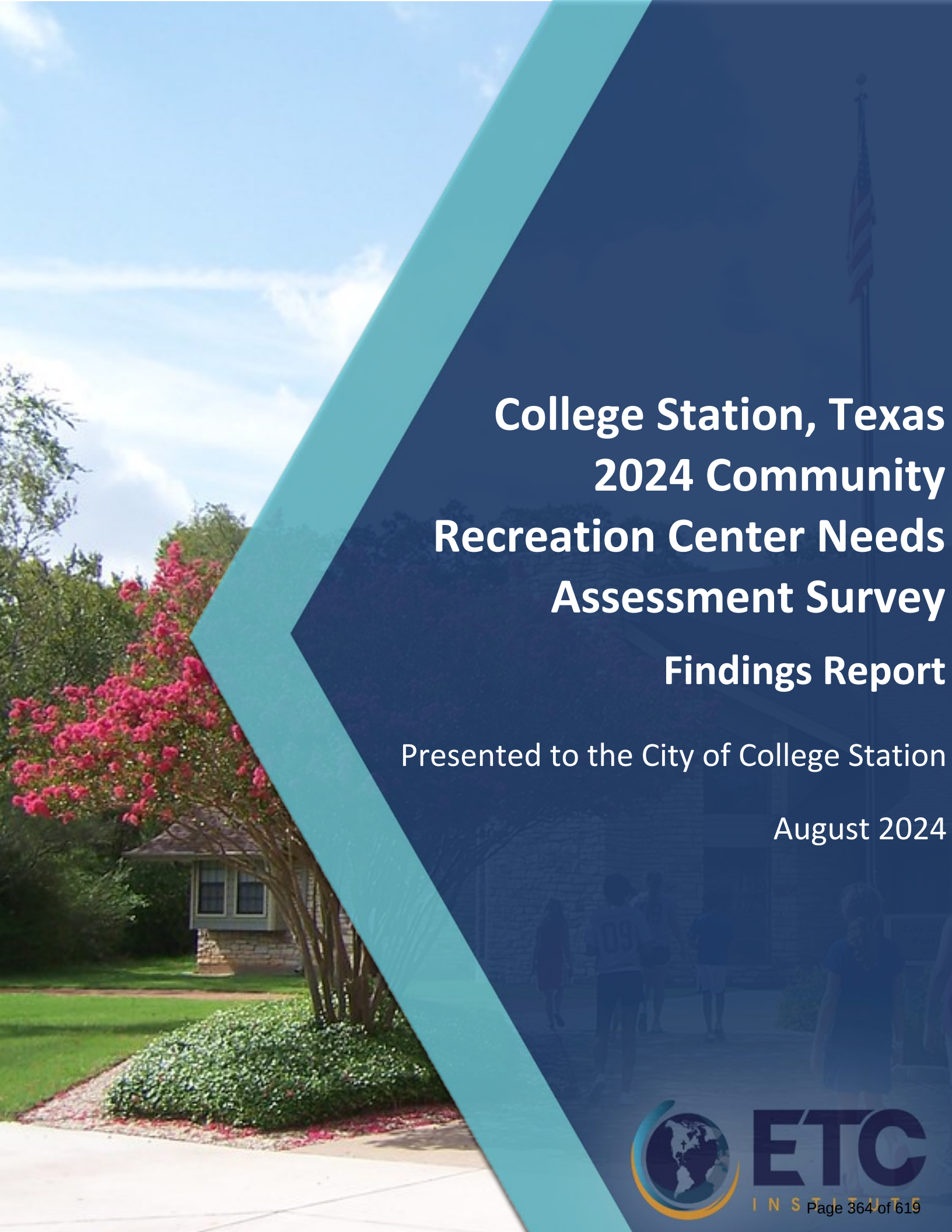
Based on the market analysis and input received to date, there is market capacity to support a potentially successful municipally operated indoor community recreation center that will enhance the quality of life in College Station. This potential community recreation center could

address current facility and recreation program gaps in a continuously growing and evolving recreation/leisure services environment.

The following table summarizes the insights developed from the data presented in this market analysis, as well as the potential strategic impact if the facility was developed.

Market Analysis Insights	Potential Strategic Impact
Demographics: College Station has a young median age (23.7 years) primarily due to the influence of Texas A&M University. The City's population is expected to continue growing modestly over the next five years.	A new center could cater to the youthful and growing population, emphasizing facilities and programs that appeal to college students and young adults, such as fitness and recreational sports, while planning for slight growth.
Racial Diversity: Increases in Hispanic and Asian populations, with a decrease in the white population.	Programs and outreach could be inclusive and culturally diverse to engage the evolving demographic landscape effectively.
Benchmarking: College-centric communities typically have more and larger facilities compared to state and national averages.	A new center in College Station could consider emulating the larger space and diverse facility offerings found in other college-centric communities to meet the broad needs of its population.
Similar Providers: Eight similar providers and 30 niche fitness facilities identified that existing facilities include gyms, pools, and multi-purpose spaces.	To be competitive and fill market gaps, a new center might focus on offering unique or underserved services, or alternatively, look for synergies with niche facilities to offer a range of programs.
Visitation Data: High visitation rates at similar facilities, particularly Texas A&M Rec Sports, which sees the most traffic.	Indicates a strong existing demand for recreational facilities. The new center would want to ensure it has the capacity and unique offerings to attract substantial patronage.
Amenities: Facilities like Lincoln, Southwood, and Meyer Senior Centers offer diverse amenities, including gymnasiums, fitness classes, and child care services.	A new center could consider incorporating diverse amenities that cater to a wide range of community needs, from youth to seniors, potentially including unique features that current providers do not offer.

Pricing Strategies: Different facilities have varying pricing strategies, some offering lower rates for residents and others providing tiered pricing for different services and age groups.	A flexible pricing strategy that offers value to both residents and non-residents could make a new center financially accessible while optimizing revenue potential.
Annual Visits and Visitors: High visitation at facilities like Texas A&M Rec Sports (1.2 million visits annually) compared to other local facilities that also have high engagement, albeit at lower volumes.	High visitation at existing facilities suggests robust demand and indicates potential for a new facility if it can offer distinct or complementary services to what is already available.
Peak Times and Duration of Visits: Peak visitation occurs in the evenings, with visitors spending an average of 113 minutes per visit.	A new center would need to plan for high capacity and extended hours during peak times and design spaces that can engage visitors for at least two hours, potentially with cafes or relaxation areas.
Proximity of Visitors: Most visitors live within 3-5 miles of existing facilities.	The location of the new center would need to be strategically chosen to be easily accessible to the majority of its potential user base, ideally within a 3-5 mile radius of key residential areas.
Niche Fitness Facilities: Existence of 30 niche fitness facilities, including yoga studios and CrossFit gyms, indicates a market for specialized fitness services.	A new center could incorporate or partner with niche fitness programs to broaden its appeal and cater to specific community interests, enhancing its overall marketability.
Trends in Recreation: Increasing interest in personalized fitness programs, mental health-focused activities, and inclusive programs catering to a broader age range.	A center could incorporate flexible spaces for a variety of activities and programs that align with current and emerging fitness and wellness trends, such as spaces for mental health improvements and personalized training.



College Station, Texas 2024 Community Recreation Center Needs Assessment Survey Findings Report

Presented to the City of College Station

August 2024



ETC
INSTITUTE

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College Station Community Recreation Center Needs Assessment Survey

Executive Summary

Overview

ETC Institute administered a community recreation center needs assessment survey for the City of College Station, Texas during the winter and spring of 2024. The purpose of the survey was to help determine parks and recreation priorities for the community.

Methodology

ETC Institute mailed a survey packet to a random number of households in the City of College Station. Each survey packet contained a cover letter, a copy of the survey, and a postage-paid return envelope. Residents who received the survey were given the option of returning the survey by mail or completing it online at collegestationparksurvey.org.

After the surveys were mailed, ETC Institute followed up with residents to encourage participation. To prevent people who were not residents of College Station from participating, everyone who completed the survey online was required to enter their home address prior to submitting their survey. ETC Institute then matched the addresses entered online with the addresses originally selected for the random sample. If the address from a survey completed online did not match one of the addresses selected for the sample, the online survey was not included in the final database for this report.

The survey aimed to collect a minimum of 400 completed responses from residents, and this target was surpassed with 455 completed surveys collected. The overall results for the sample of 455 residents have a precision of at least +/-4.59% at the 95% level of confidence.

In addition to this executive summary the report contains the following:

- Charts showing the overall results of the survey (Section 1),
- Benchmarks comparing the City's results to national averages (Section 2),
- Priority Investment Ratings which highlight the facilities and programs most needed in the community (PIR) (Section 3),
- Tabular data showing the results for all questions on the survey (Section 4), and
- A copy of the cover letter and survey instrument (Section 5).

The major findings of the survey are summarized in the following pages.

Parks and Recreation Facilities/Programs/Trails Use

Most respondents (36%) indicated they have participated in programs/activities during the past year. Then, they were asked how many programs and activities they have participated in. 30% stated they have participated in one program or activity, 51% stated they have participated in 2-3 programs and activities, 10% stated they have participated in 4-6 programs and activities, and only 9% stated they have participated in 7 or more programs and activities. They also rated the programs and activities they participated in. 27% rated the programs “excellent,” 60% rated the programs “good,” 9% gave “fair” ratings, and 3% gave “poor” ratings. For the respondents that responded that they do not participate in programs, they were asked what the reasons that prevented them from participating more often. The top barriers that respondents selected were: I don’t know what is offered (53%), too busy/not interested (30%), and program times are not convenient (19%).

Outside Organizations

Respondents were asked to select all the organizations they used for programs and activities in the past year. The top organizations selected were: City of College Station (43%), places of worship (40%), and Texas A&M university (40%).

Communication

Respondents were asked about the ways they learned about the City’s programs/activities. The top resources used were: friends & neighbors (44%), Facebook (37%), and City website (34%). Then, they selected the methods of communication they most preferred the city to use to communicate with them about the programs/activities. The top methods selected were: email/eBlasts from City (46%), Facebook (44%), and City website (37%).

Benefits, Importance, and Improvements

Respondents were asked to rate their level of agreement with the potential benefits for the City of College Station’s indoor recreation services. The top benefits they agreed the most include: makes College Station a more desirable place to live (73%), provides volunteer opportunities for the community (68%), and provides jobs/professional development for youth (67%).

Indoor Recreation: Respondents were asked to rate the importance of the options (listed in the survey) when thinking about indoor recreation in the City. The options that were selected the most were: fees/costs to use (83%), classes and/or programs offered (83%), and fun features & amenities (78%). Then, they selected the items that the city should put the greatest emphasis on when planning for the future of indoor recreation centers. The items that respondents selected the most include: fees/costs to use (53%), classes and/or programs offered (38%), and operate to maximize cost recovery & minimize amount of subsidy from other financial sources (22%).

Statements: Respondents were asked to rate their level of agreement with the statements (listed in the survey). The statements that respondents agreed the most were: the community needs to create a regional attraction by having facilities for hosting tournaments & events in our community (55%), the community needs an indoor community recreation center (69%), and the community needs a new indoor community recreation center to serve growing needs of the community’s recreation desires (69%). Then, they selected the statements that they

thought were most important when considering a new indoor community recreation center. The statements that respondents thought were most important were: a new indoor community recreation center should be designed to include amenities & facilities that all residents can use regardless of age or ability (34%), the community needs a new aquatics/pool facility that includes lap lanes, therapy areas, & general play features for all ages (30%), and it is valuable to me to have an indoor community recreation center (26%).

Amenities Needs and Priorities

Amenity Needs: Respondents were asked to identify if their household had a need for 29 amenities and to rate how well their needs for each were currently being met. The three amenities with the highest percentage of households that have an unmet need:

1. Walking trails
2. Shade structures
3. Picnic areas

Amenity Importance: In addition to assessing the needs for each amenity, ETC Institute also assessed the importance that residents placed on each item. Based on the sum of respondents' top four choices, these were the four amenities that ranked most important to residents:

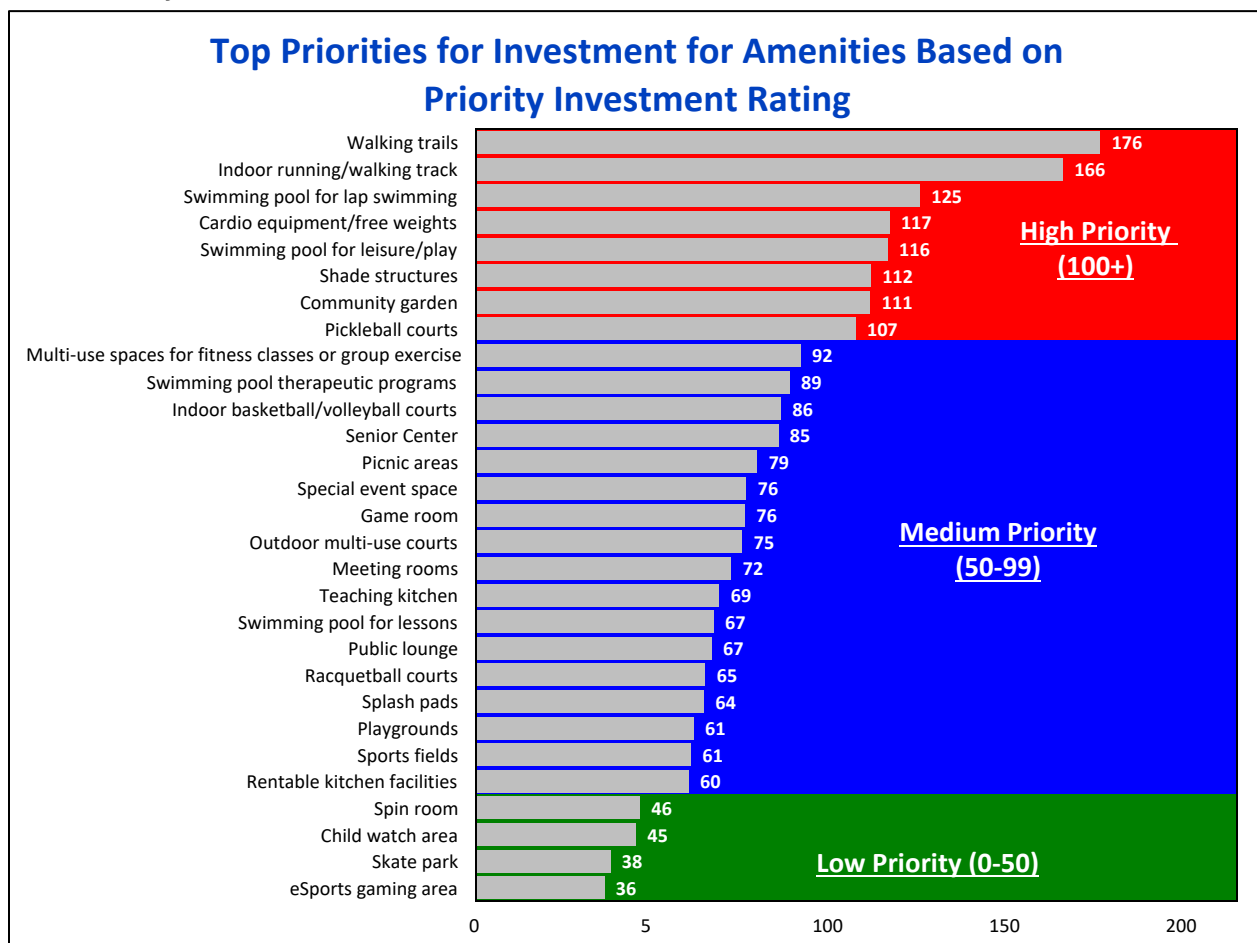
1. Walking trails
2. Indoor running/walking track
3. Swimming pool for lap swimming
4. Swimming pool for leisure/play

Priorities for Amenity Investments: The **Priority Investment Rating (PIR)** was developed by ETC Institute to provide organizations with an objective tool for evaluating the priority that should be placed on recreation and parks investments. The Priority Investment Rating (PIR) equally weighs (1) the importance that residents place on amenities and (2) how many residents have unmet needs for the amenities. [Details regarding the methodology for this analysis are provided in Section 3 of this report.]

Based the Priority Investment Rating (PIR), the following programs were rated as high priorities for investment:

- Walking trails (PIR=176)
- Indoor running/walking track (PIR=166)
- Swimming pool for lap swimming (PIR=125)
- Cardio equipment/free weights (PIR=117)
- Swimming pool for leisure/play (PIR=116)
- Shade Structures (PIR=112)
- Community garden (PIR=111)
- Pickleball courts (PIR=107)

The chart below shows the Priority Investment Rating for each of the 29 amenities assessed in the survey.



Recreation Programs Needs and Priorities

Program Needs: Respondents were asked to identify if their household had a need for 34 recreation programs and to rate how well their needs for each were currently being met. Based on this analysis, The three programs with the highest percentage of households that have an unmet need:

1. Adult fitness & wellness programs
2. Community special events
3. Environmental education/nature programs

Program Importance: In addition to assessing the needs for each program, ETC Institute also assessed the importance that residents placed on each item. Based on the sum of respondents' top four choices, these were the four programs that ranked most important to residents:

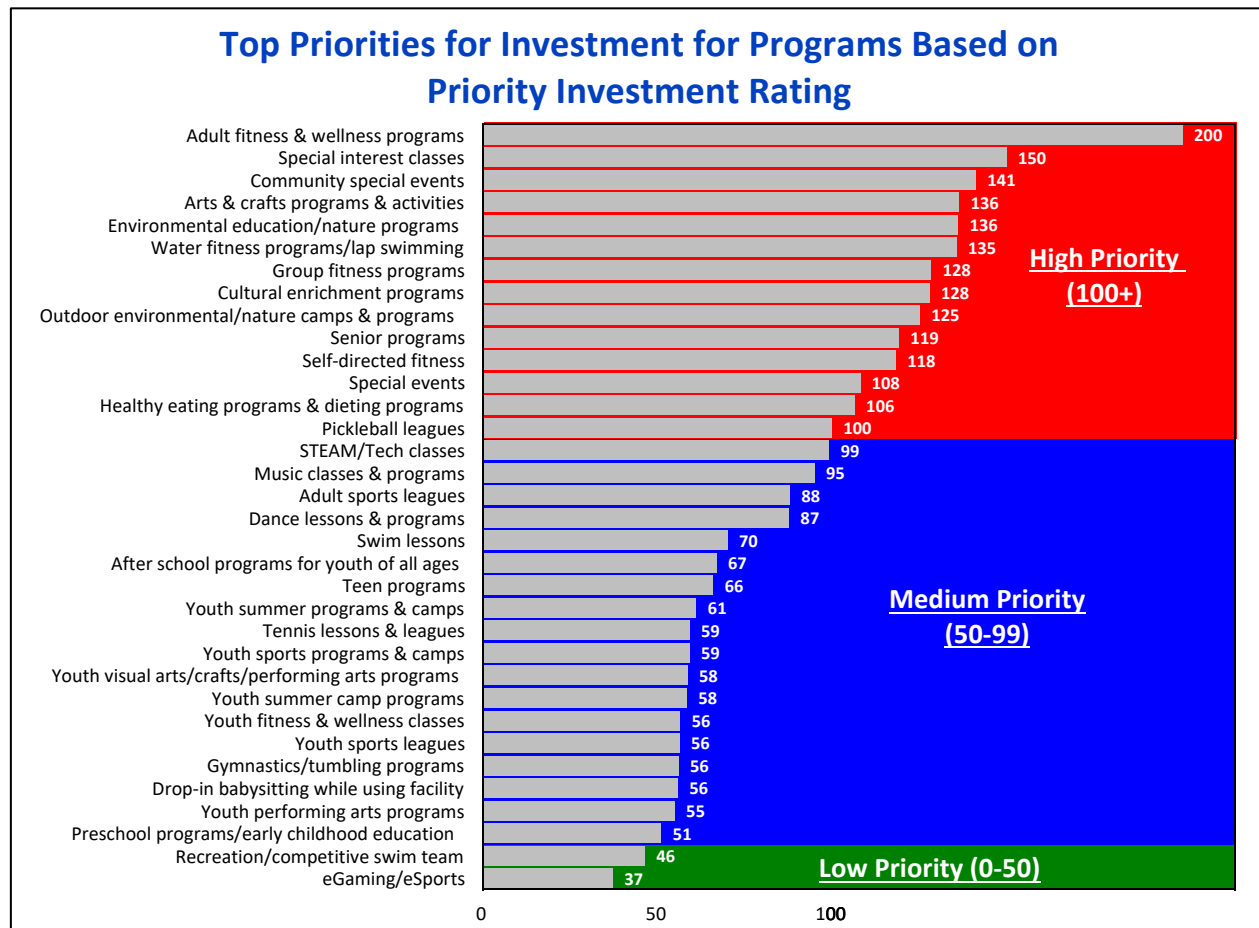
1. Adult fitness & wellness programs
2. Community special events
3. Water fitness programs/lap swimming
4. Senior programs

Priorities for Program Investments: The **Priority Investment Rating (PIR)** was developed by ETC Institute to provide organizations with an objective tool for evaluating the priority that should be placed on recreation and parks investments. The Priority Investment Rating (PIR) equally weighs (1) the importance that residents place on programs and (2) how many residents have unmet needs for the programs. [Details regarding the methodology for this analysis are provided in Section 3 of this report.]

Based the Priority Investment Rating (PIR), the following amenities were rated as high priorities for investment:

- Adult fitness & wellness programs (PIR= 200)
- Special interest classes (PIR= 150)
- Community special events (PIR= 141)
- Arts & crafts programs & activities (PIR= 136)
- Environmental education/nature programs (PIR= 136)
- Water fitness programs/lap swimming (PIR= 135)
- Group fitness programs (PIR= 128)

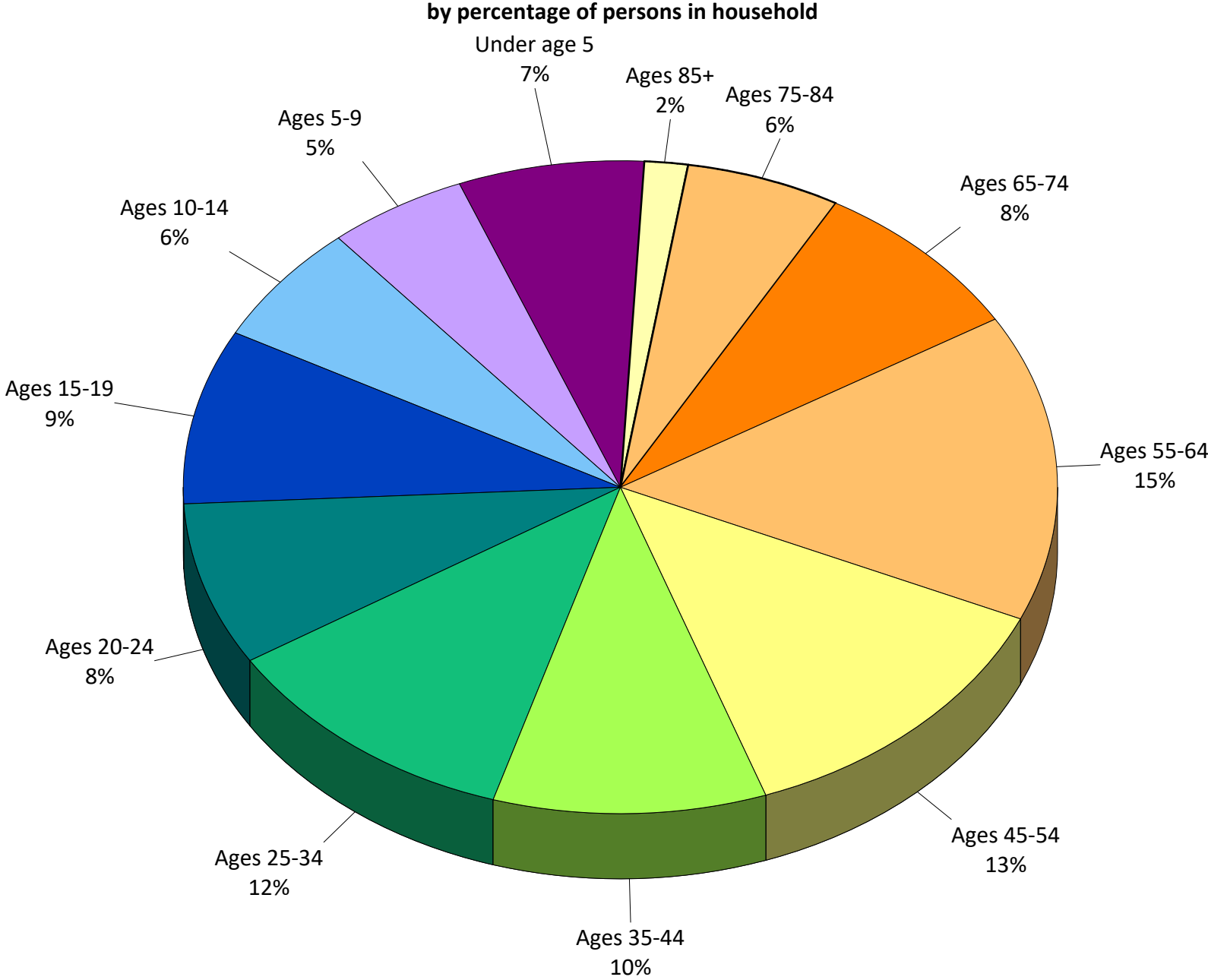
The chart below shows the Priority Investment Rating for each of the 34 programs assessed in the survey.





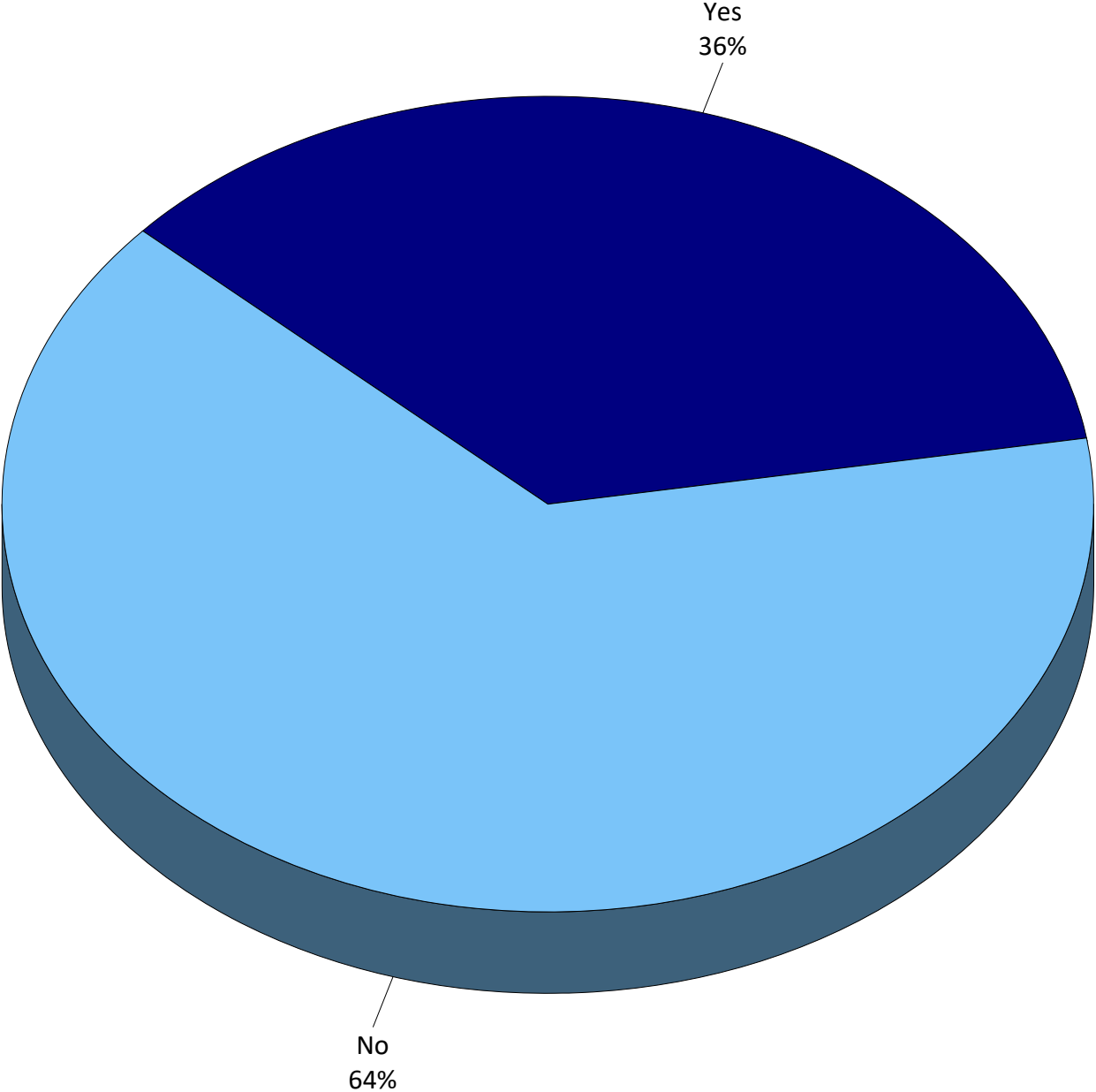
Charts and Graphs

Q1. Including yourself, how many people in your household are...



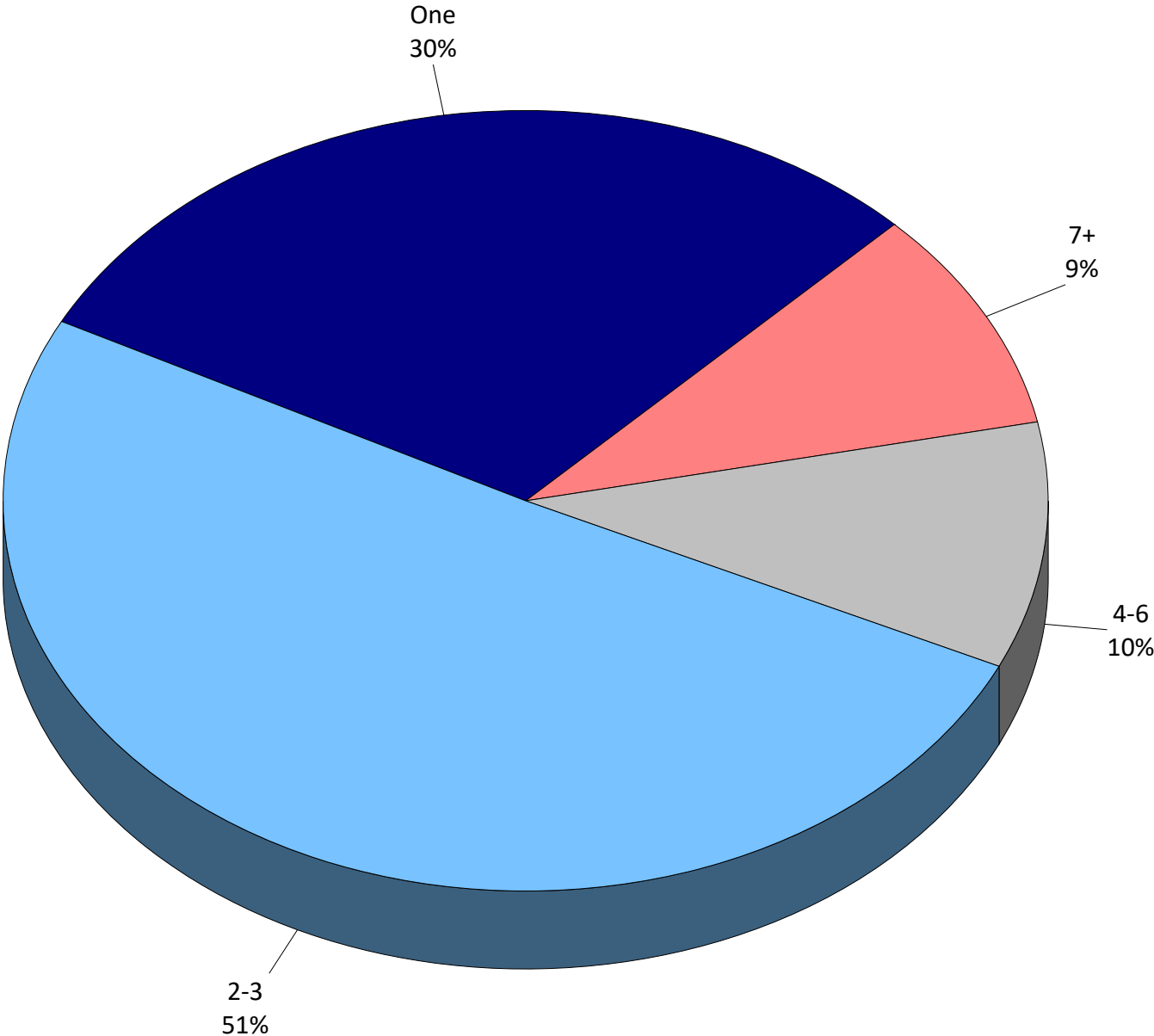
Q2. Has your household participated in any recreation programs/activities offered by the City of College Station in the past year?

by percentage of respondents



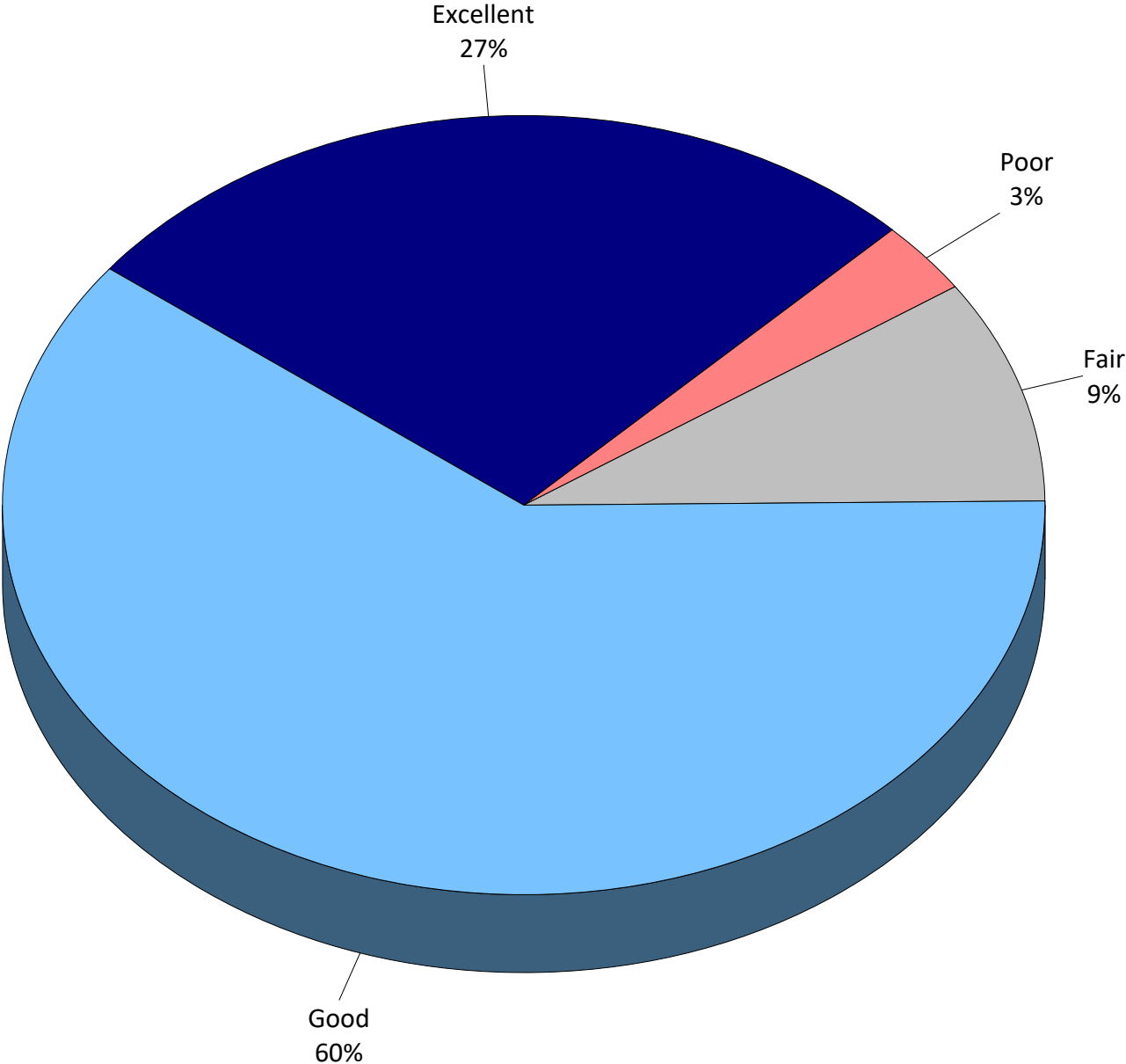
Q2a. How many programs and/or activities have you/your household participated in?

by percentage of respondents who responded "YES" to Q2 (excluding "not provided")



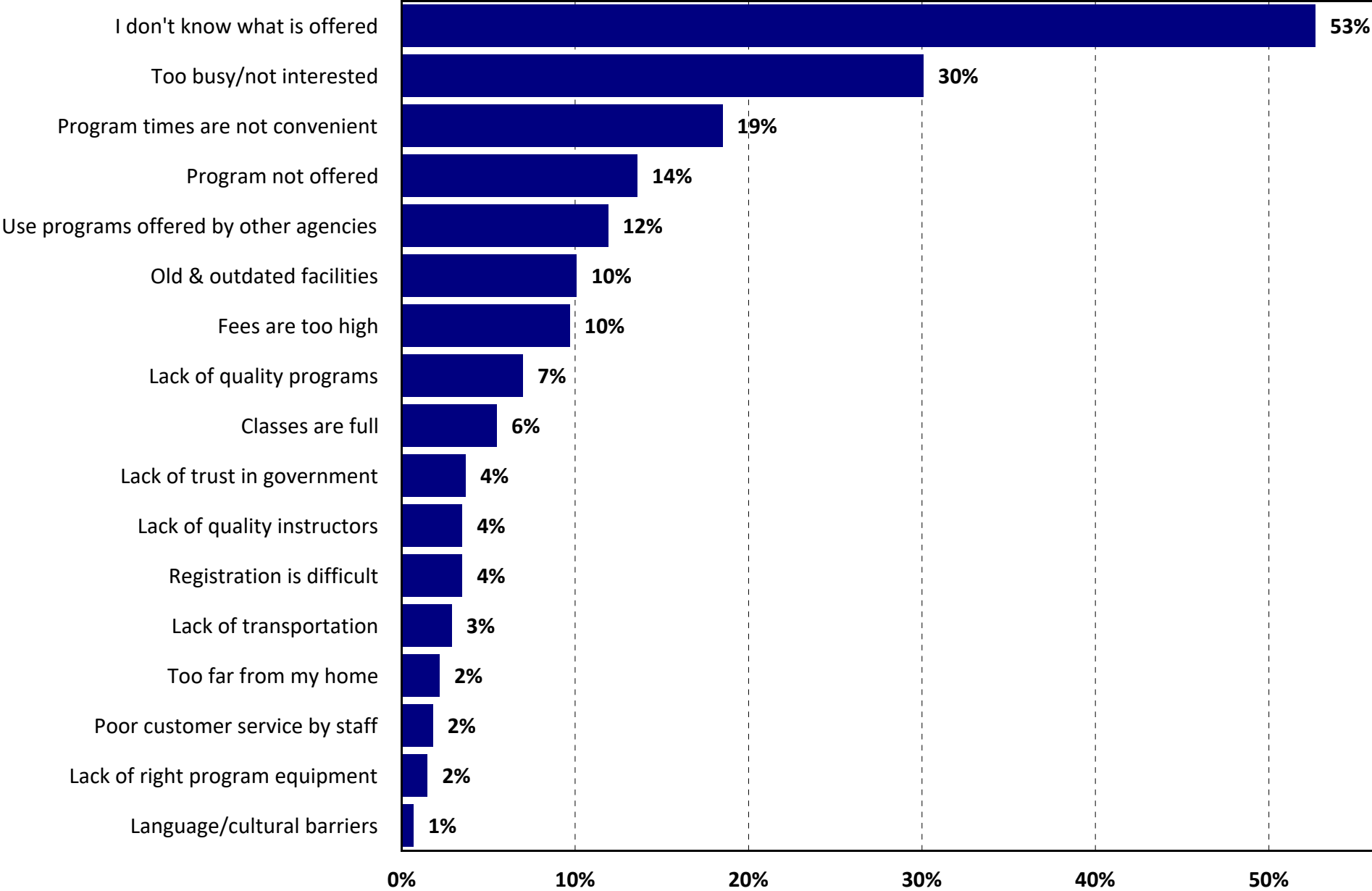
Q2b. How would you rate the overall quality of the City’s recreation programs/activities that you/your household participated in?

by percentage of respondents who responded “YES” to Q2 (excluding "not provided")



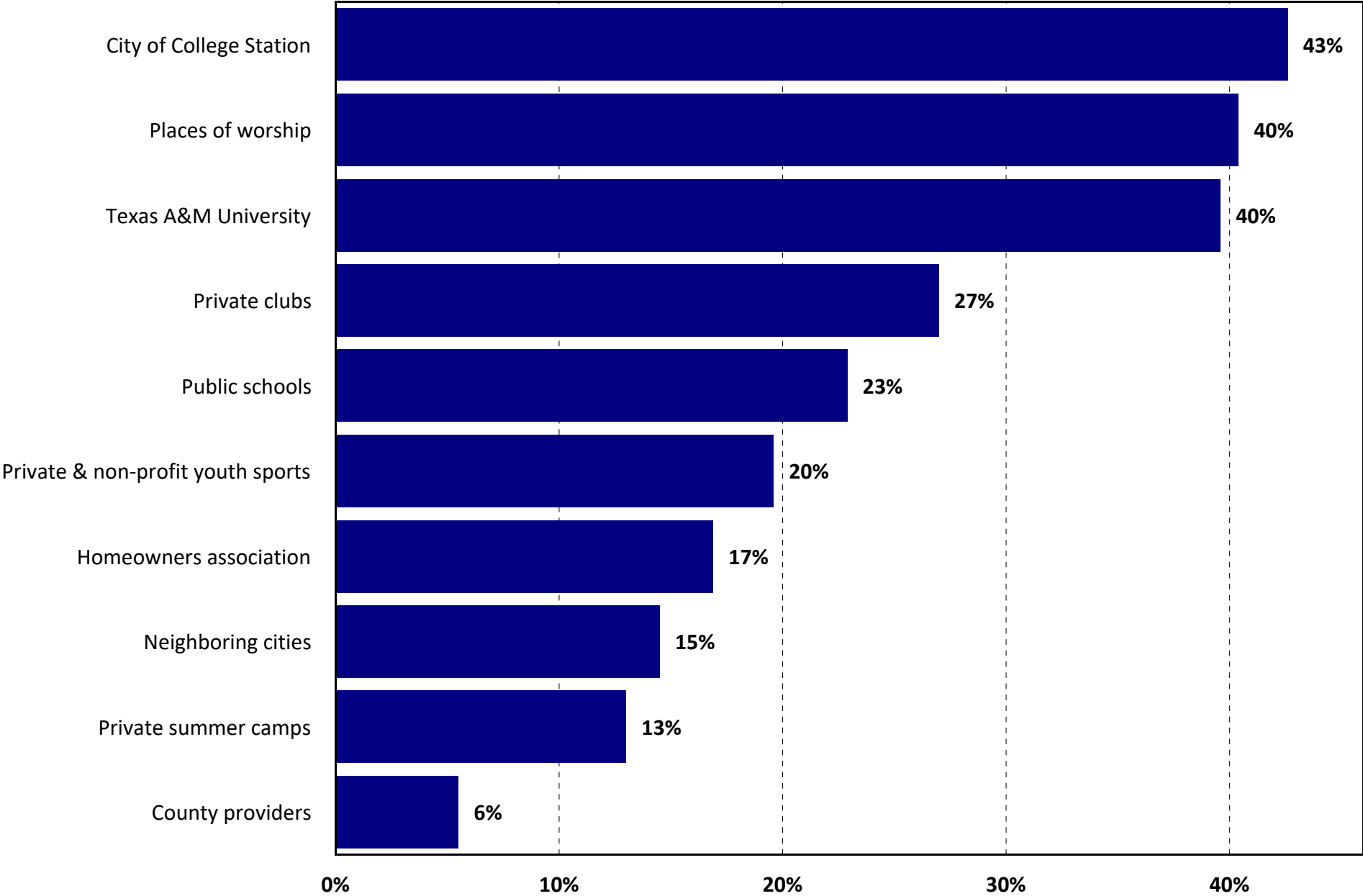
Q3. Please check all the reasons that prevent you/your household from participating in programs/activities more often.

by percentage of respondents who responded “NO” to Q2 (multiple selections could be made)



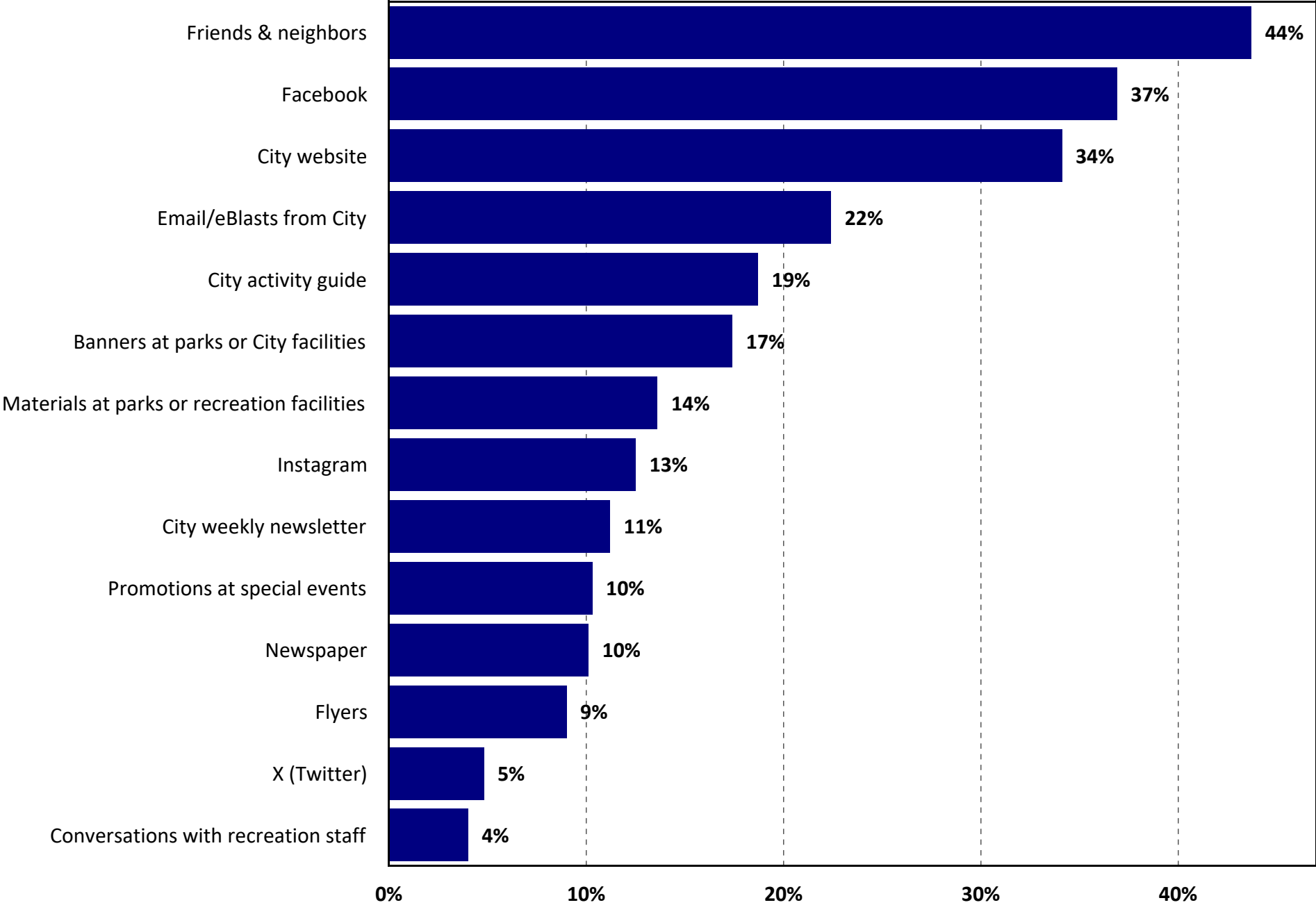
Q4. Please check all the organizations that you/your household have used for programs/activities in the past year.

by percentage of respondents (multiple selections could be made)



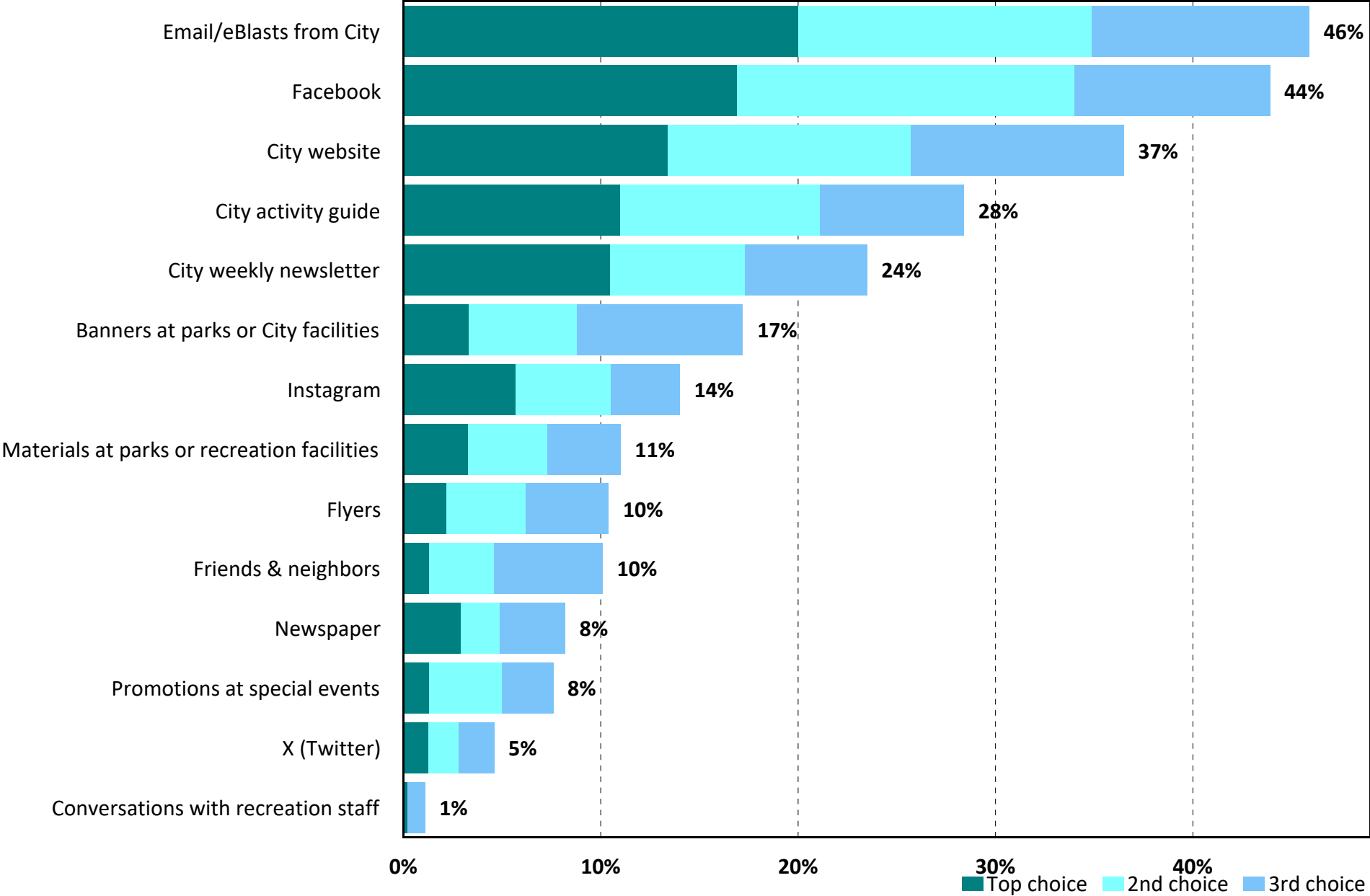
Q5. Please check all the ways you learn about the City’s programs/activities.

by percentage of respondents (multiple selections could be made)

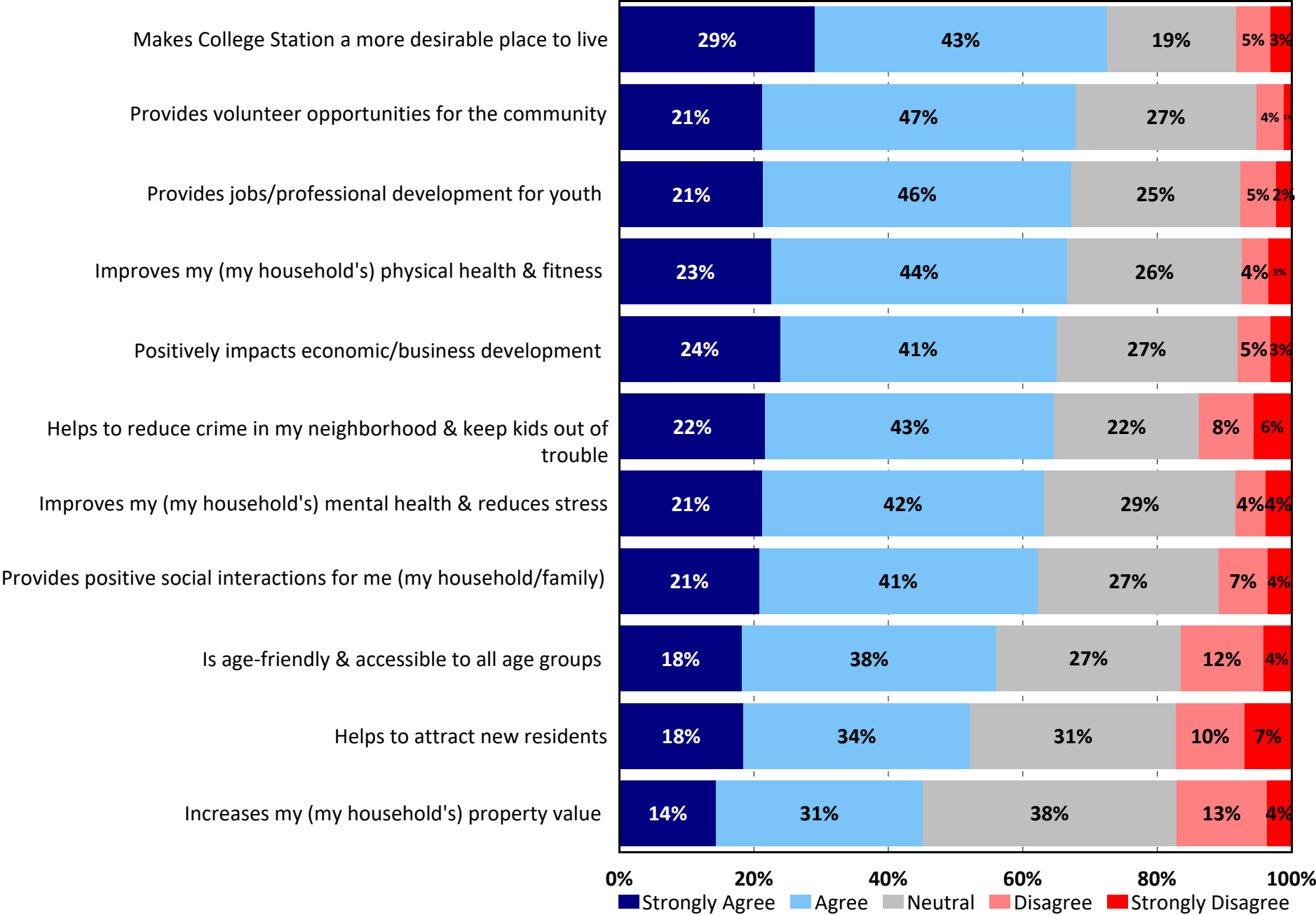


Q6. Which three methods of communication would you most prefer the City use to communicate with you about area recreation programs/activities?

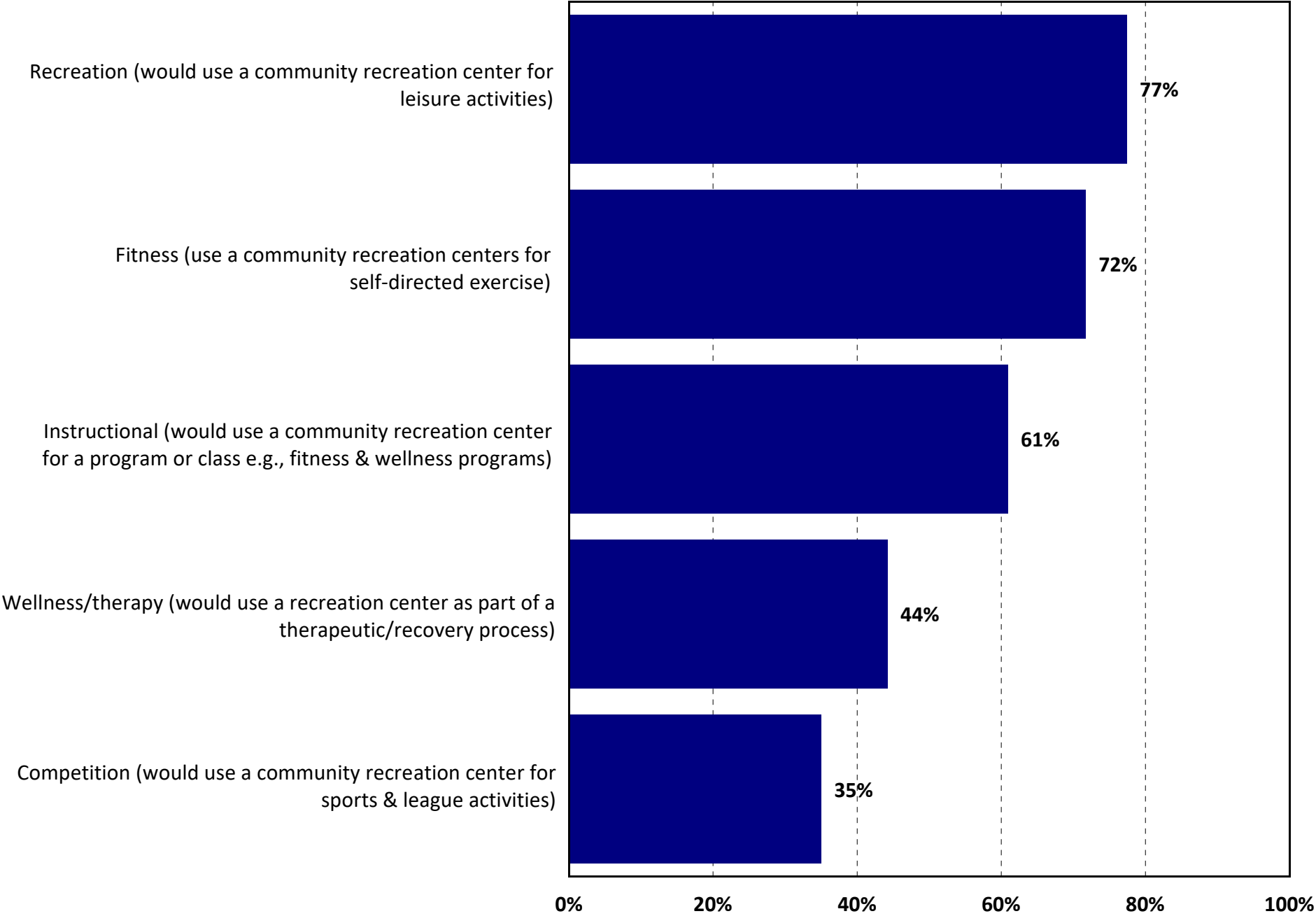
by percentage of respondents who selected the items as one of their top three choices



Q7. Please indicate your level of agreement with these potential benefits.
by percentage of respondents (excluding “don’t know”)

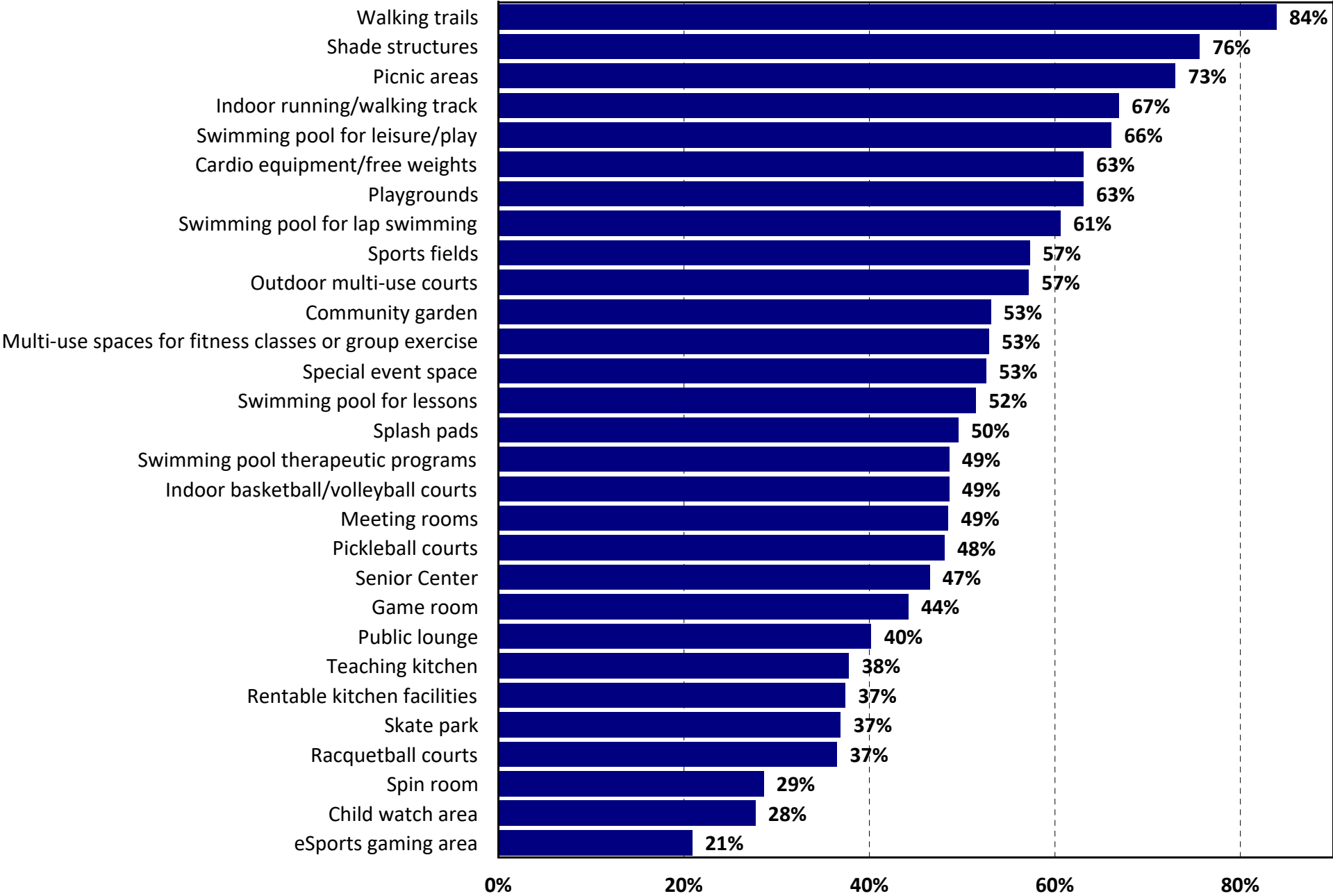


Q8. Please check all the groups you/your household fit into.
by percentage of respondents (excluding “none”)



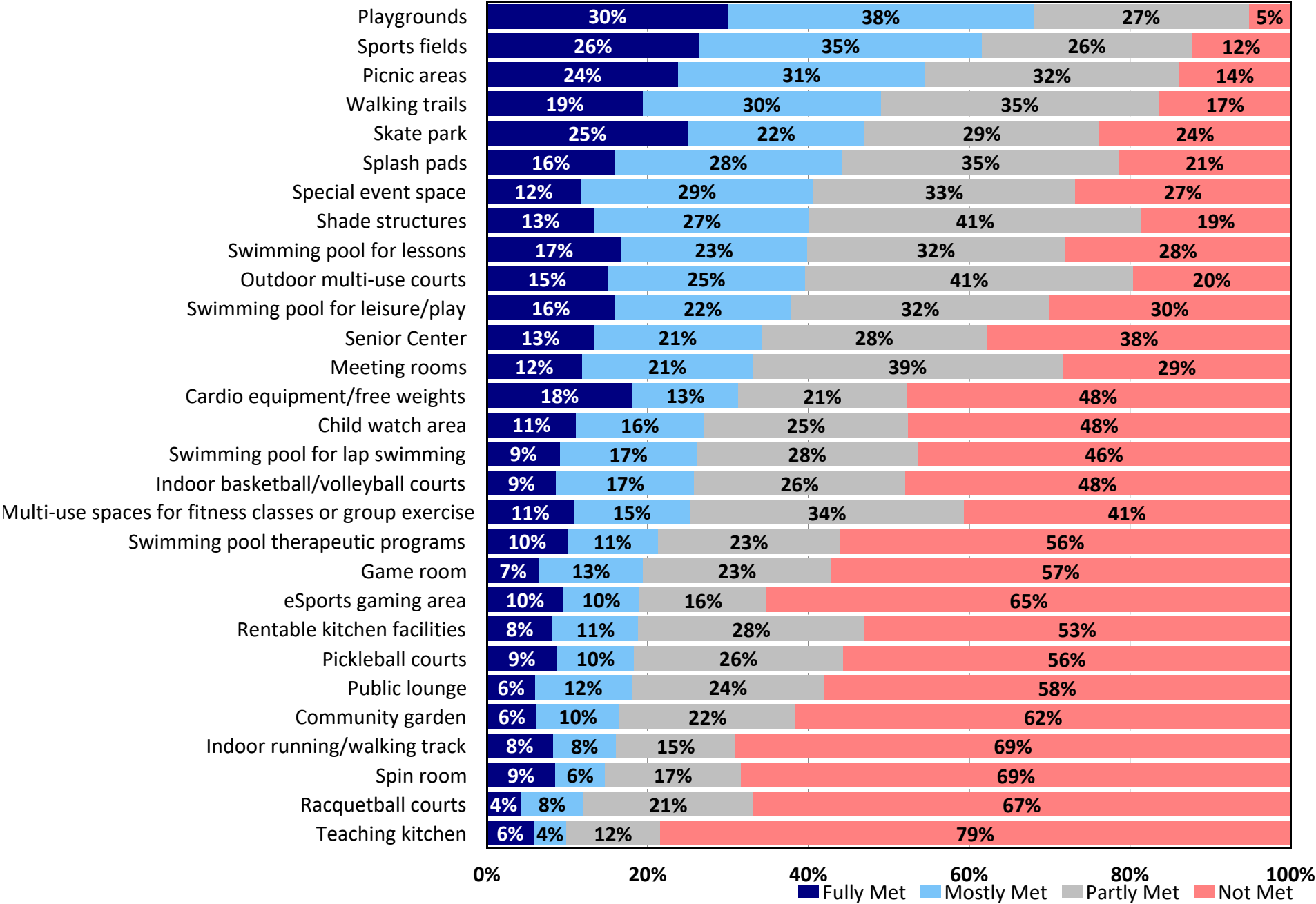
Q9. Need for spaces/amenities.

by percentage of respondents who indicated need



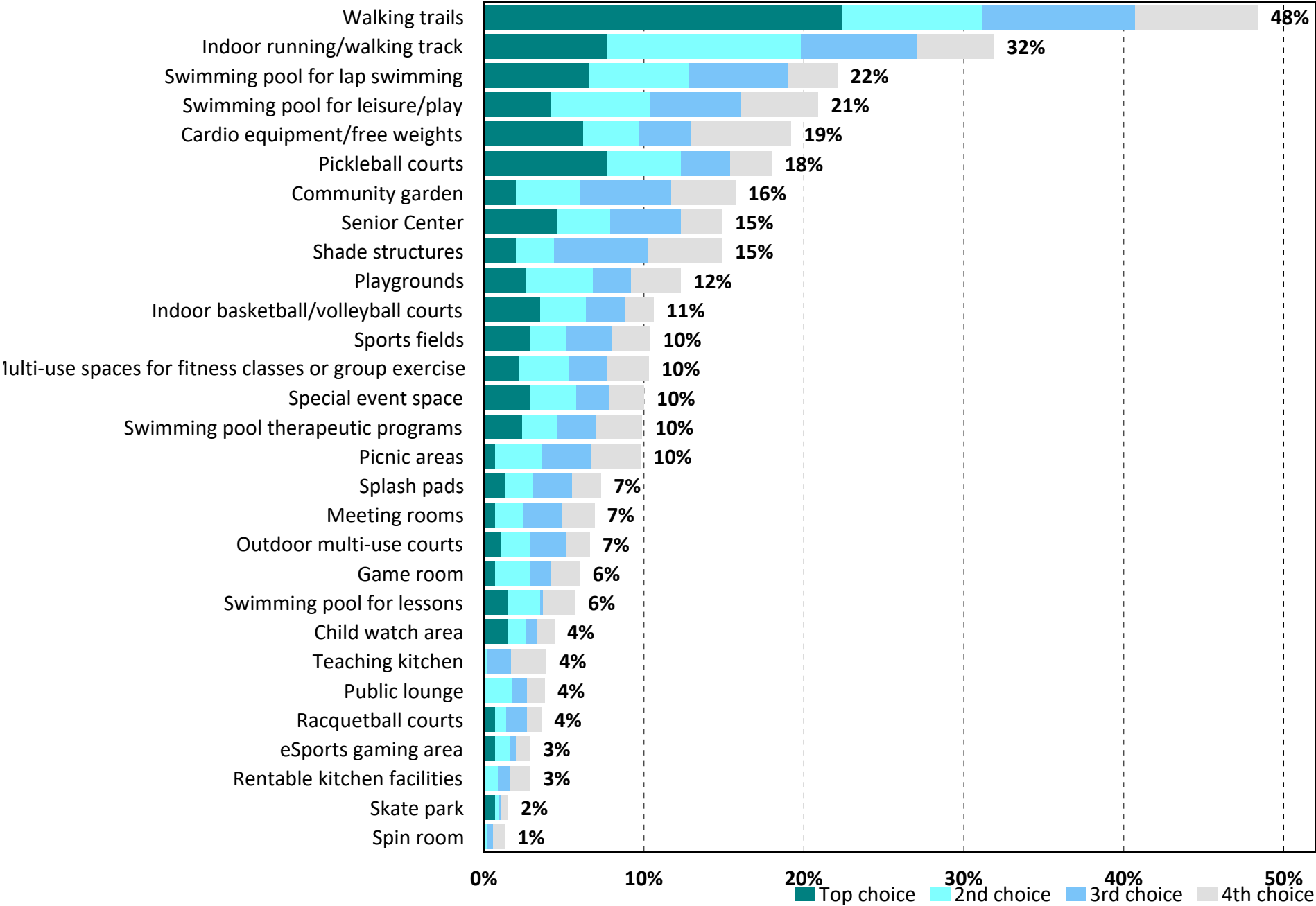
Q9. Please indicate how well your needs are met for spaces/amenities.

by percentage of respondents (excluding “no need”)



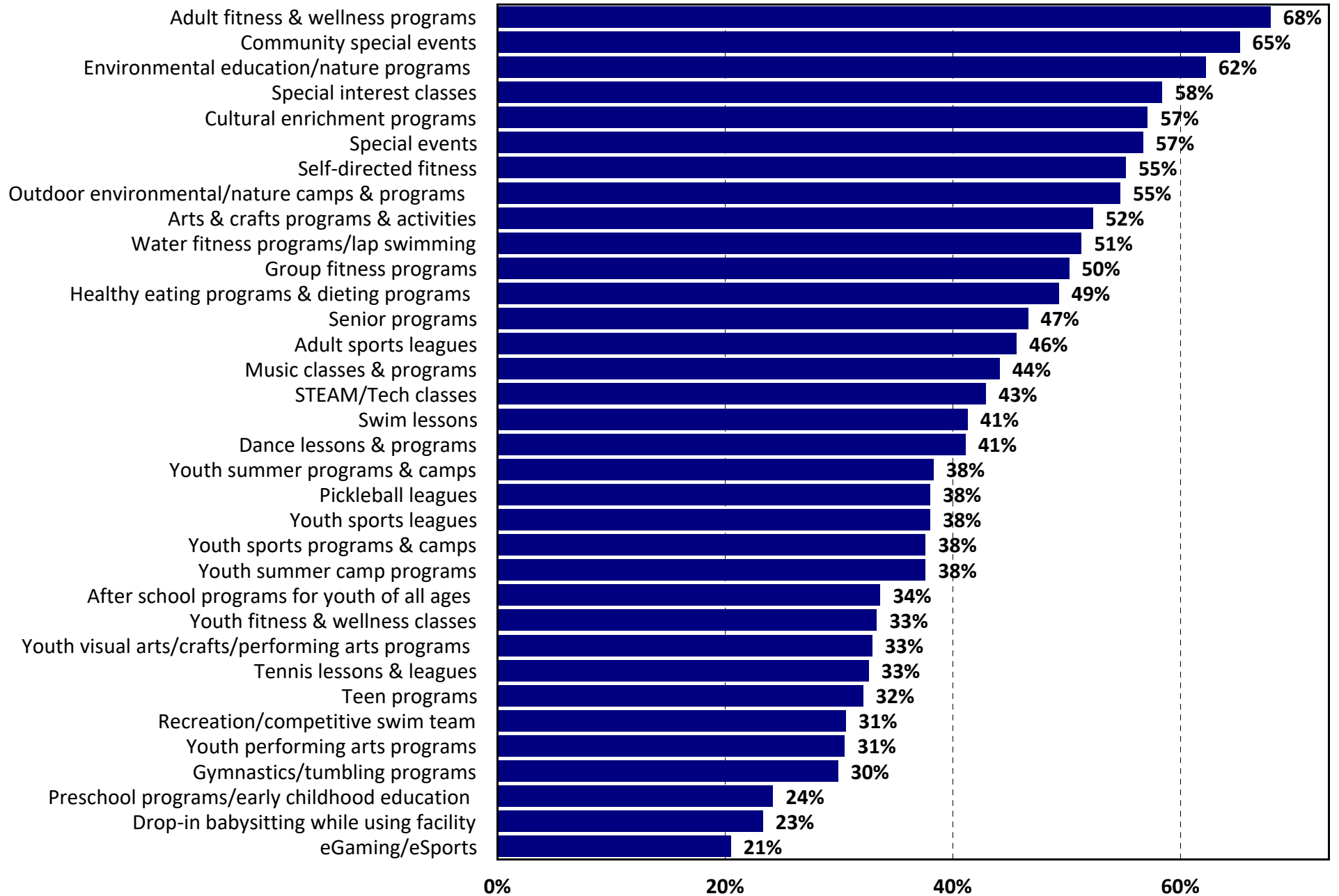
Q10. Which four spaces/amenities are most important to your household?

by percentage of respondents who selected the items as one of their top four choices



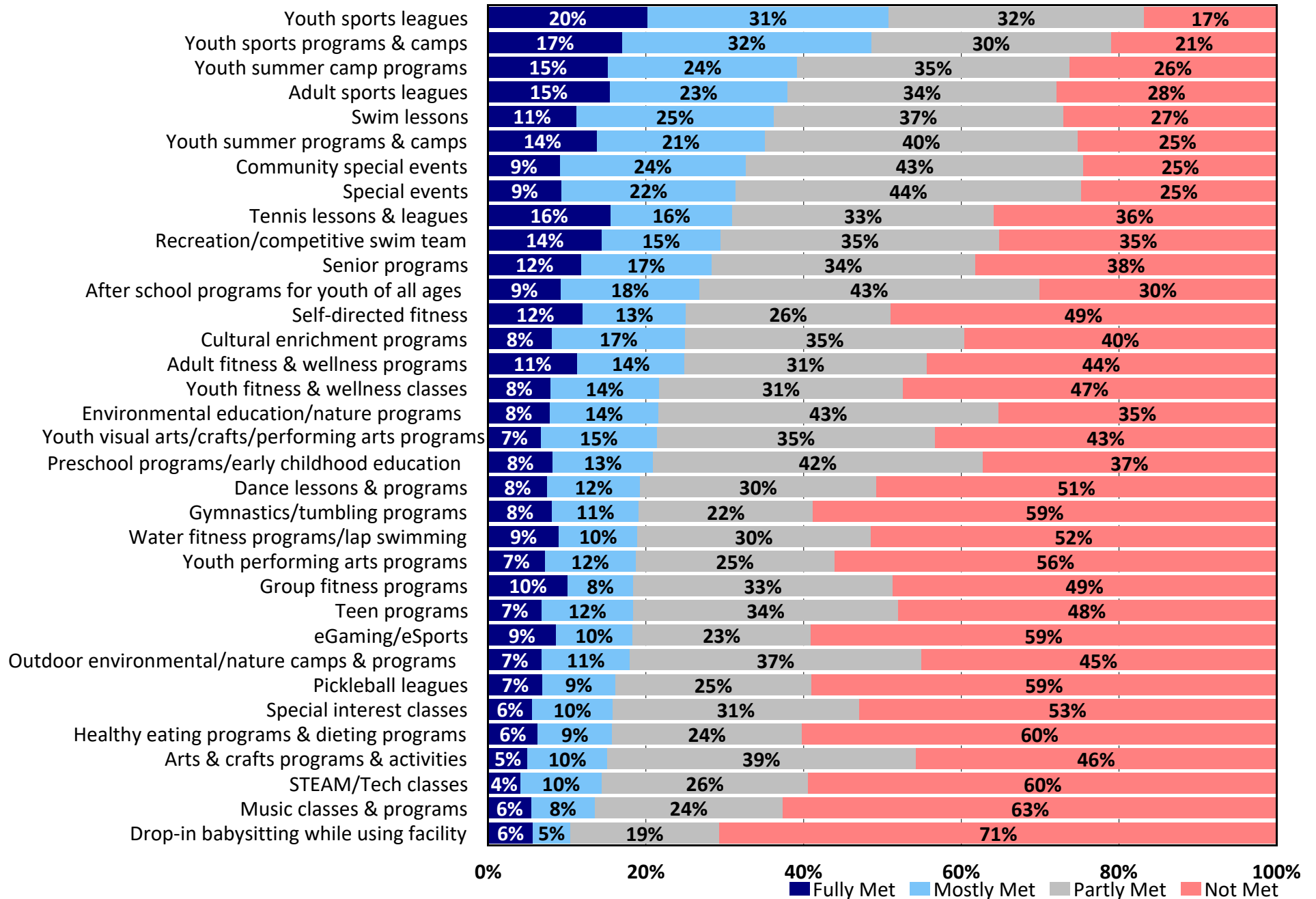
Q11. Need for programs/activities.

by percentage of respondents who indicated need



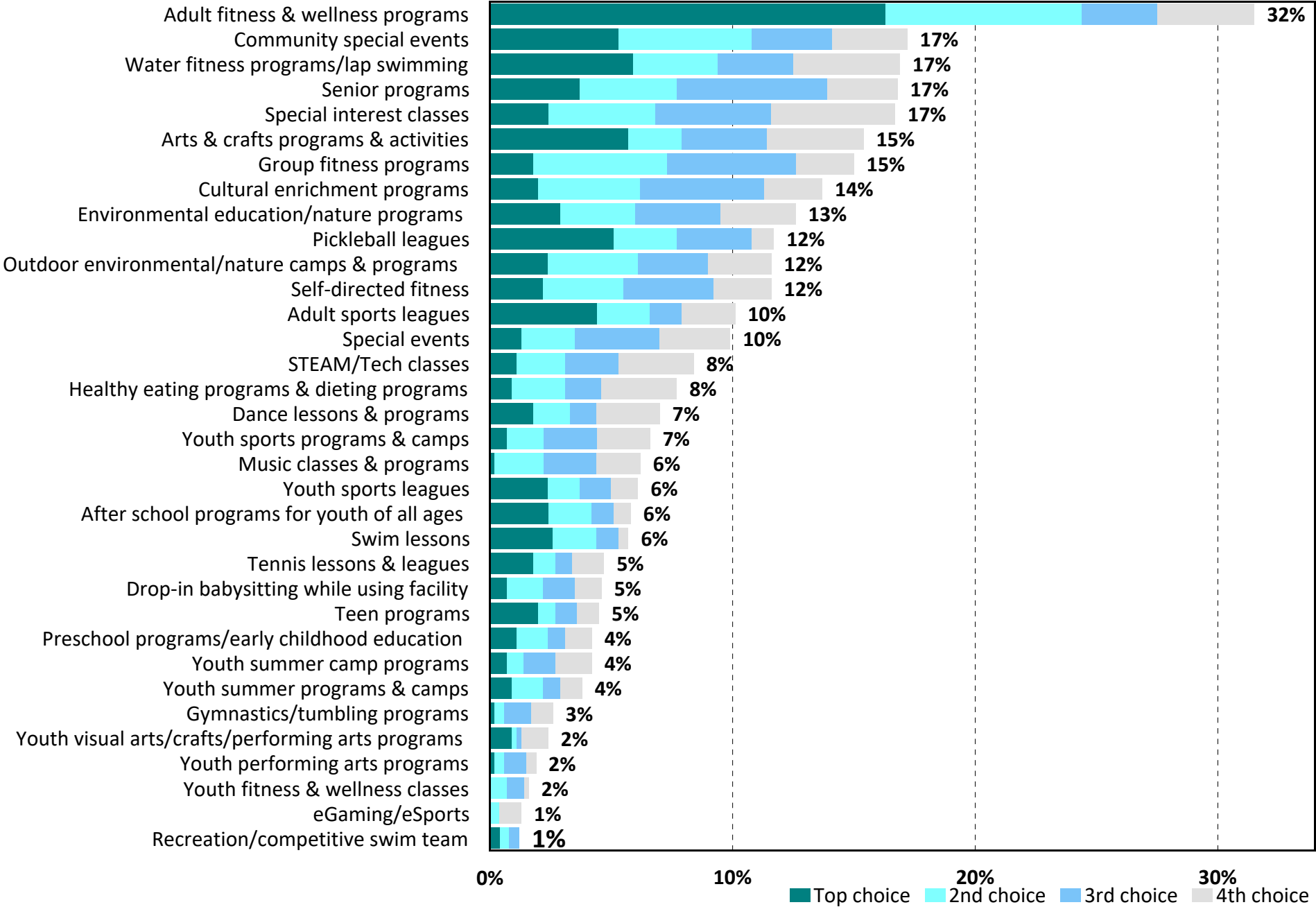
Q11. Please indicate how well your needs are met for programs/activities.

by percentage of respondents (excluding “no need”)



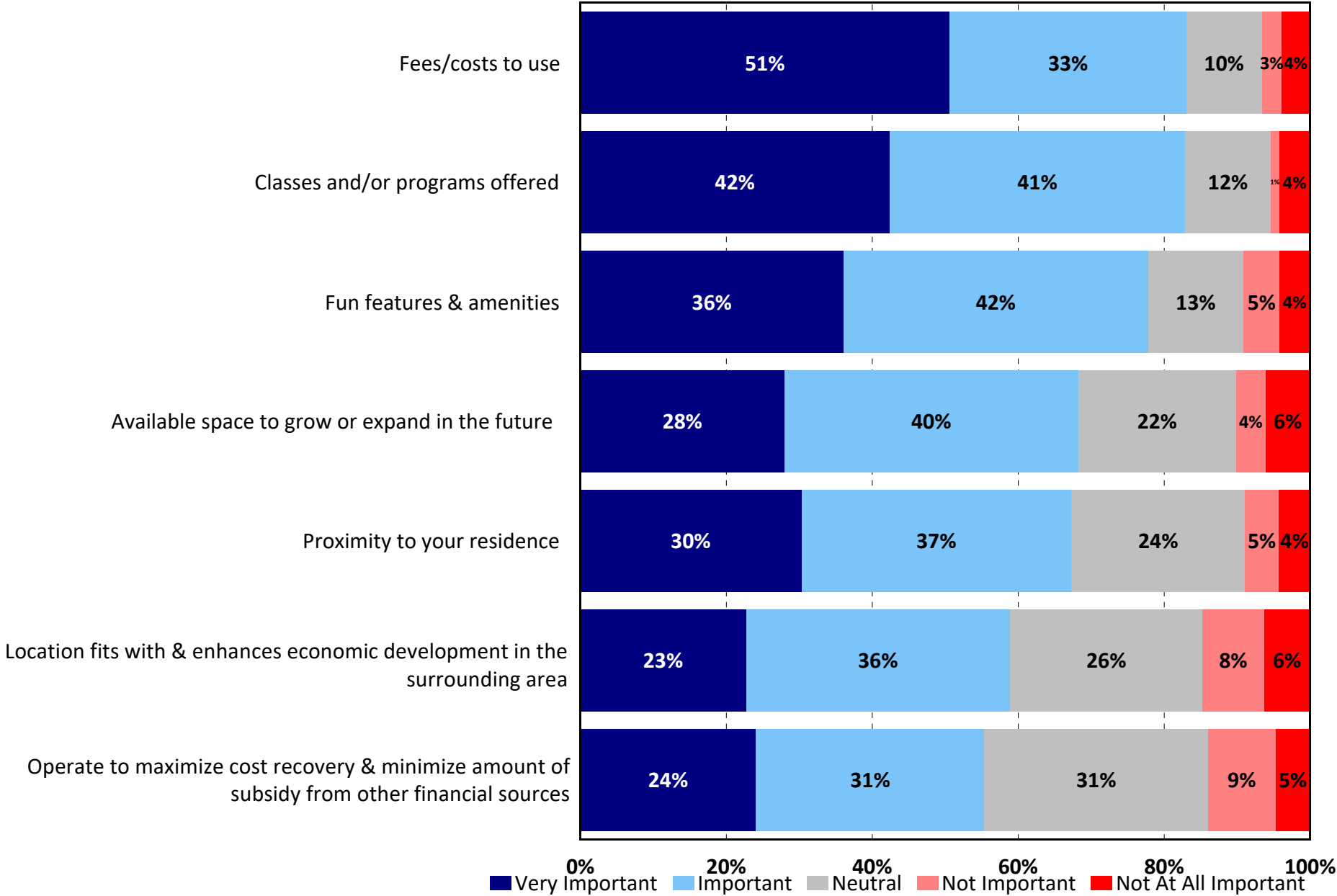
Q12. Which four programs/activities are most important to your household?

by percentage of respondents who selected the items as one of their top four choices



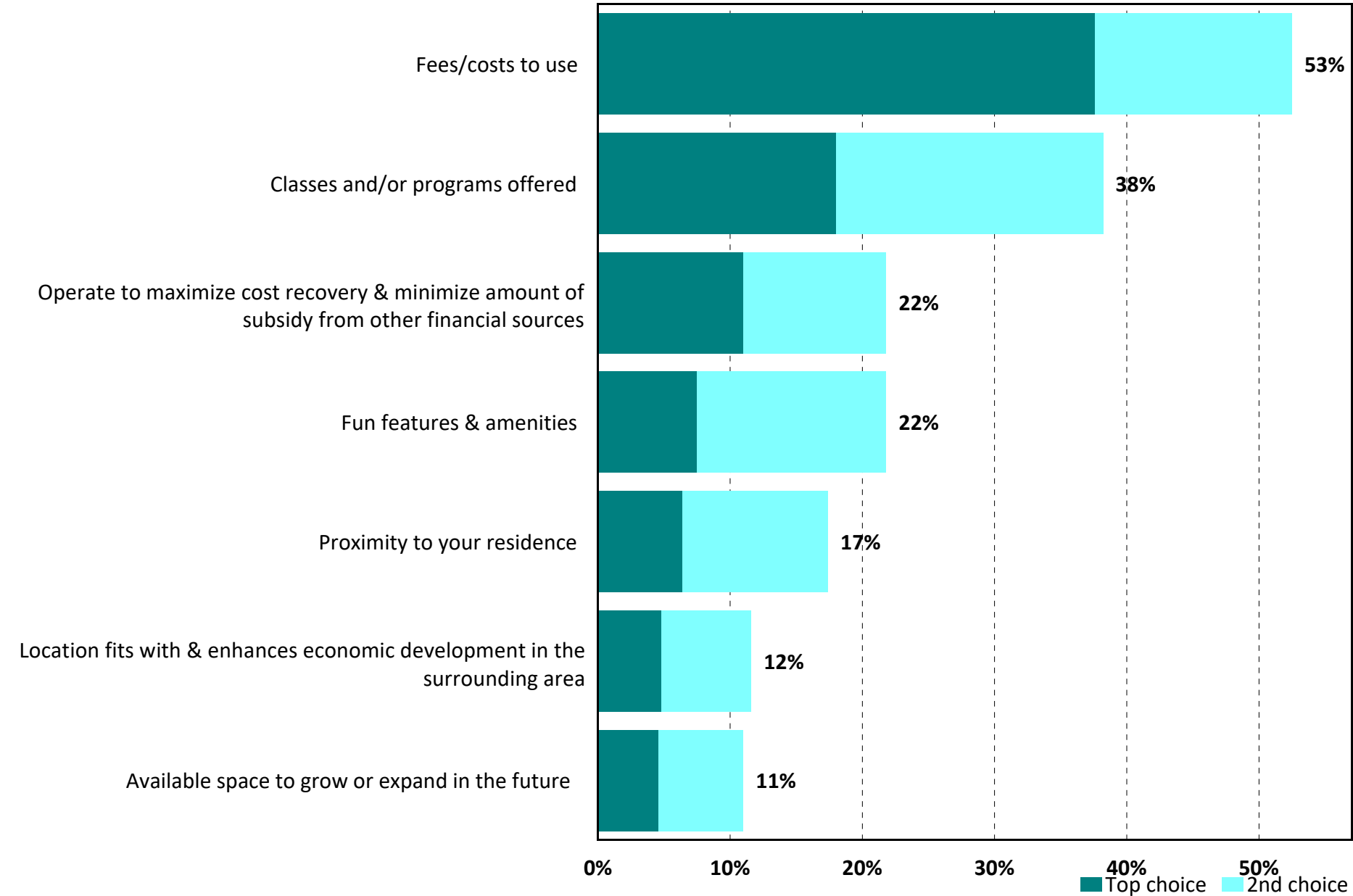
Q13. Please indicate how important each of the following are when thinking about indoor recreation.

by percentage of respondents (excluding “not provided”)



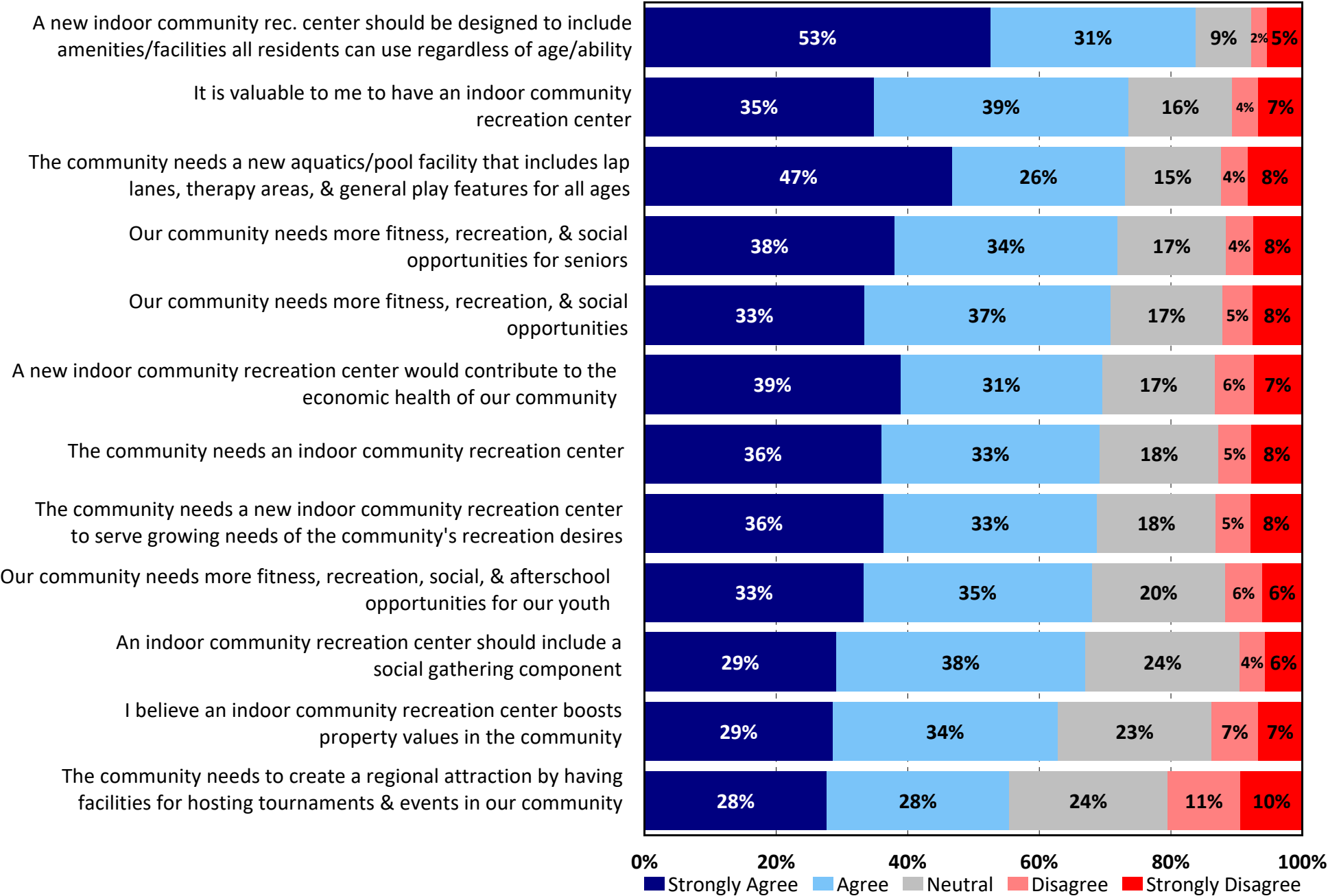
Q14. Which two of the items should the City place the greatest emphasis on when planning for the future of indoor recreation centers?

by percentage of respondents who selected the items as one of their top two choices



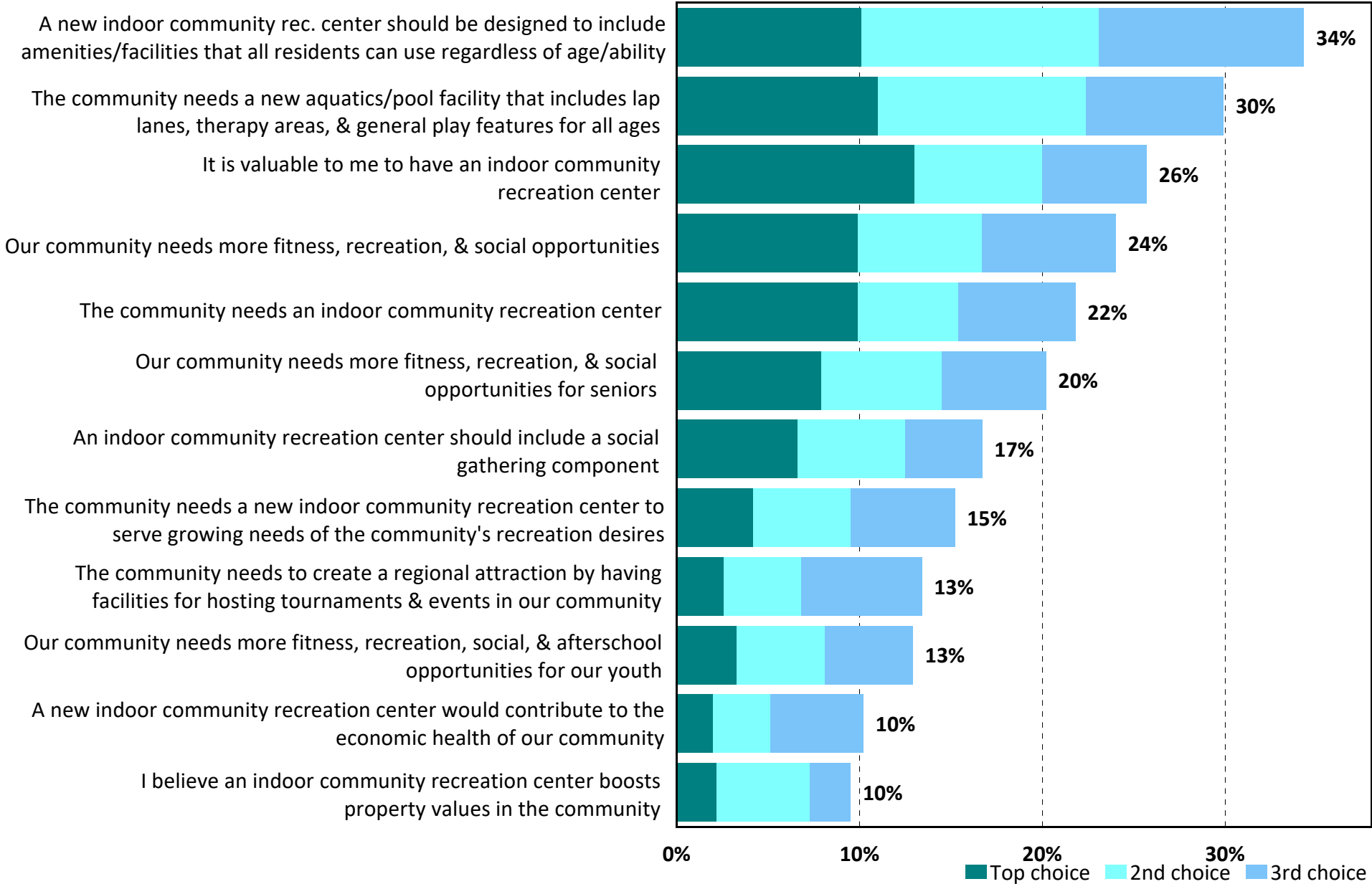
Q15. Please indicate your level of agreement with these statements.

by percentage of respondents (excluding “don’t know”)



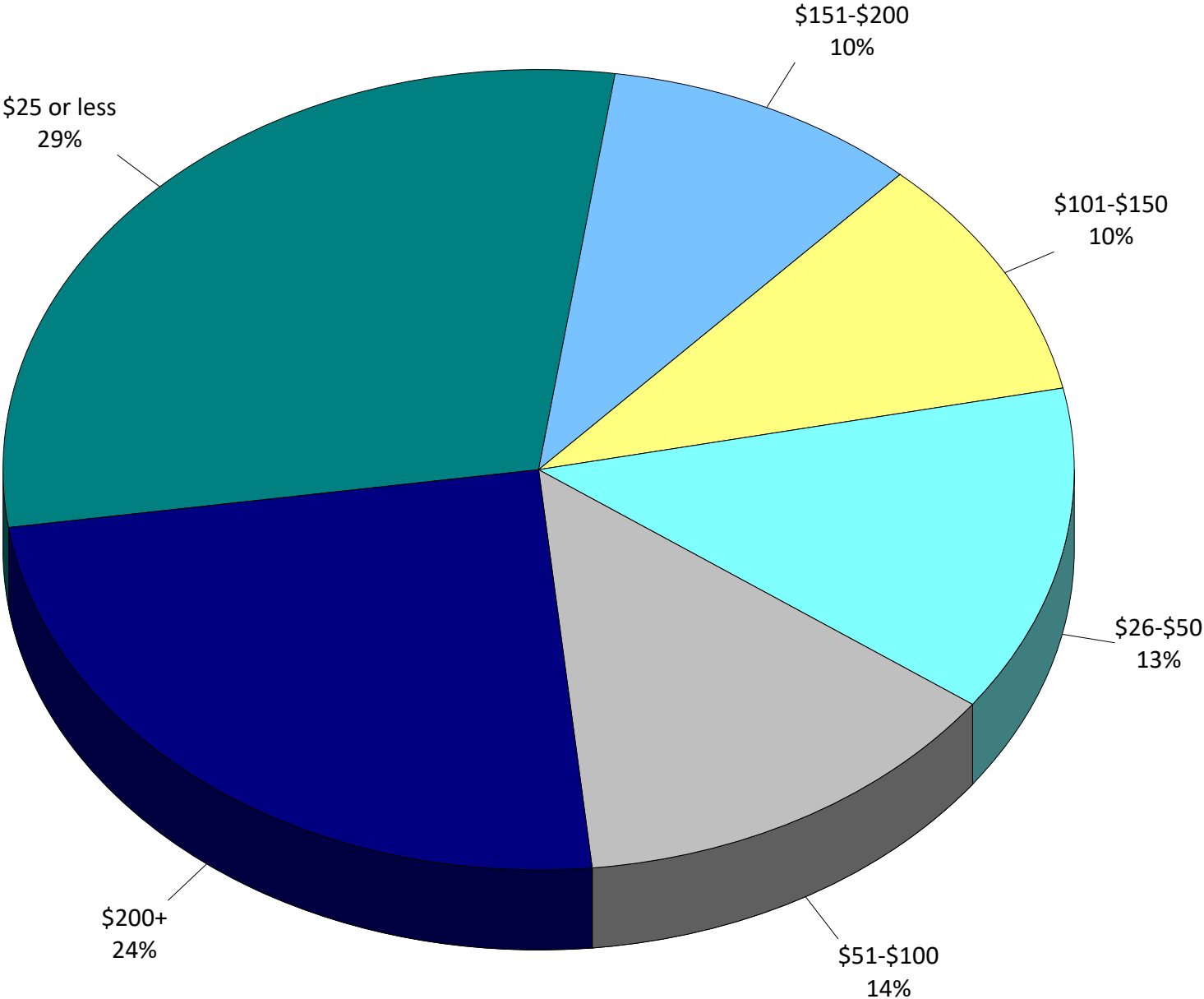
Q16. Which three of the items do you think are most important when thinking about a new indoor community recreation center?

by percentage of respondents who selected the items as one of their top three choices



Q17. How much money does your household spend on recreation services on average in a typical year?

by percentage of respondents (excluding "not provided")



Q18. If you had a budget of \$100 for indoor recreation services, how would you allocate the funds among these categories?

by percentage of respondents

Aquatics leisure swim, lap swim,
learn to swim, water exercise, etc.

\$27.19

Programs &
activities group
exercise, yoga,
life skills, leagues,
games,
youth/adult
sports, etc.

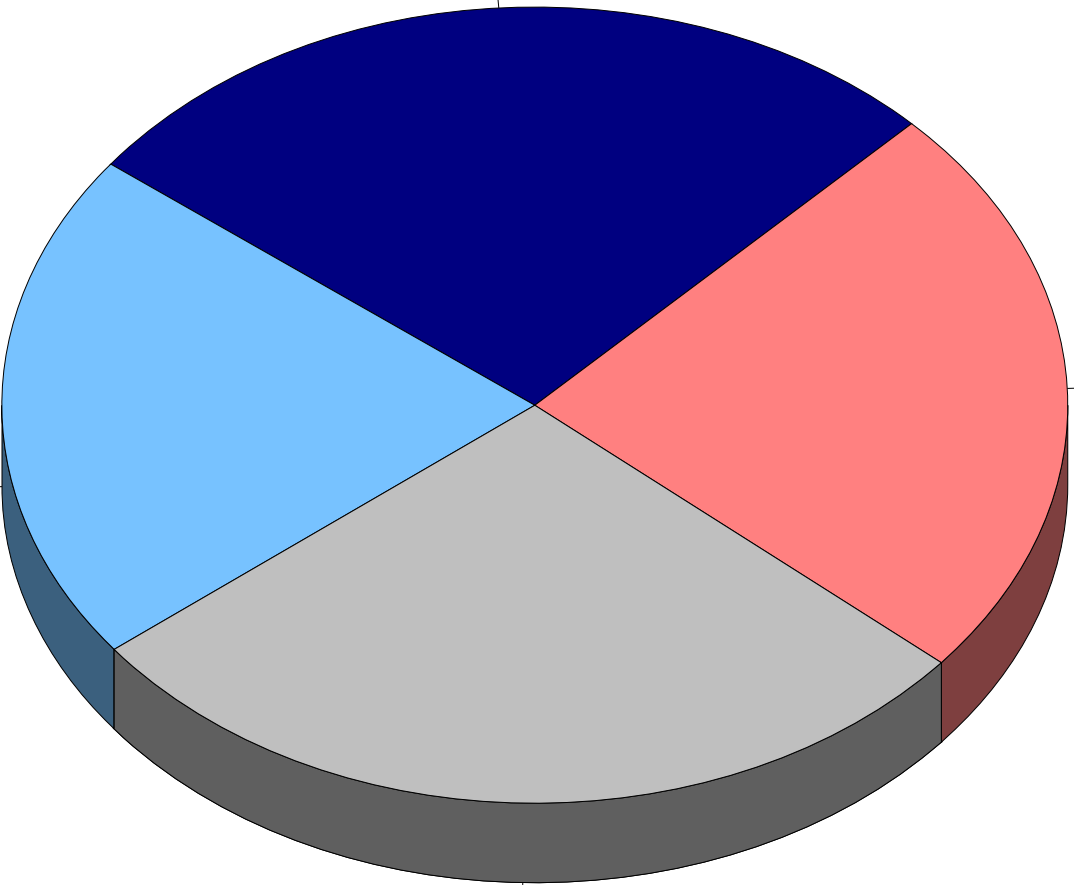
\$23.68

Fitness/wellness
weight/cardio space,
wellness, stretching,
boot camp classes,
etc.

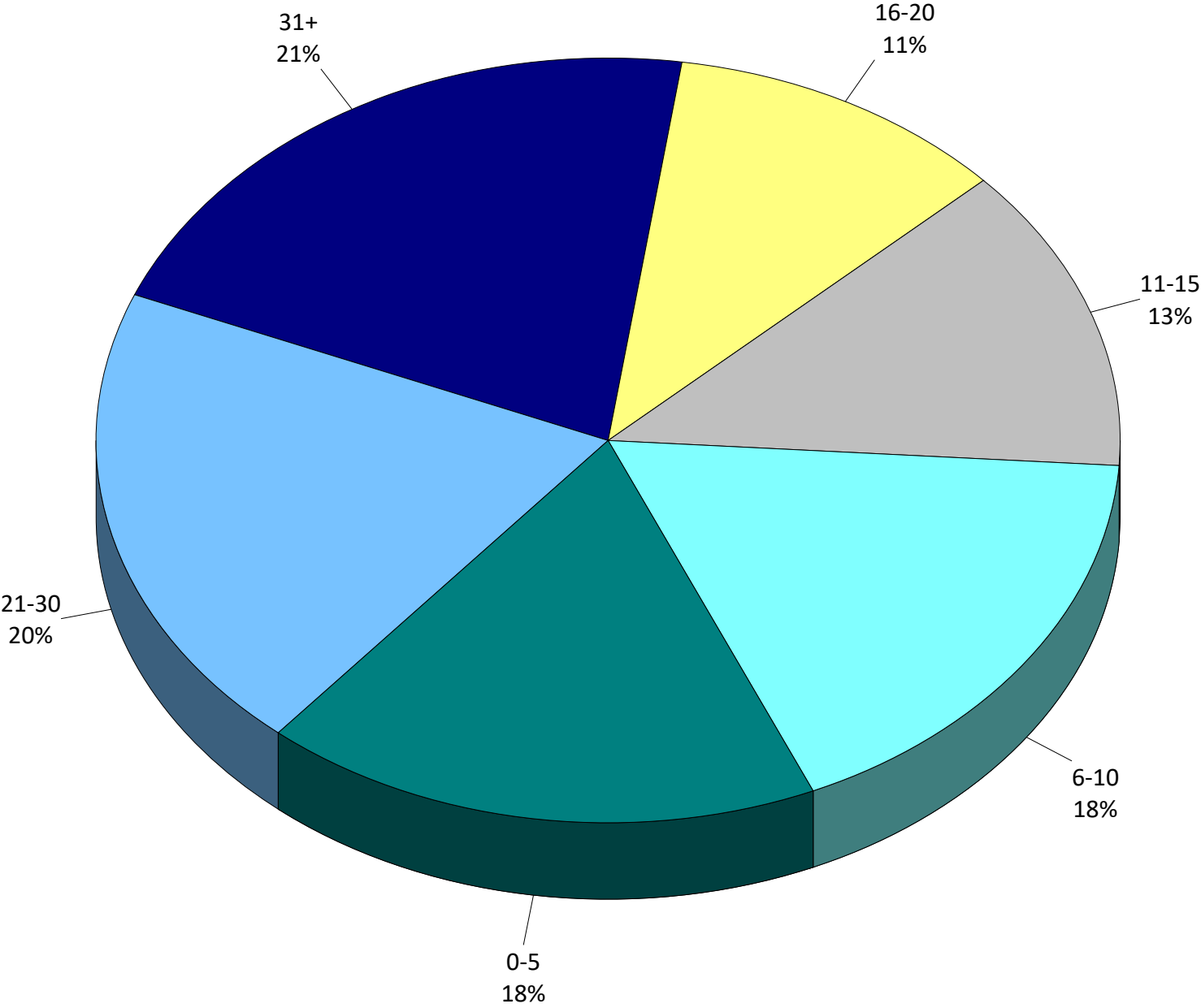
\$20.77

Recreation spaces court space, walking track, classrooms,
multipurpose rooms, indoor playground, senior/youth
space, rental spaces, etc.

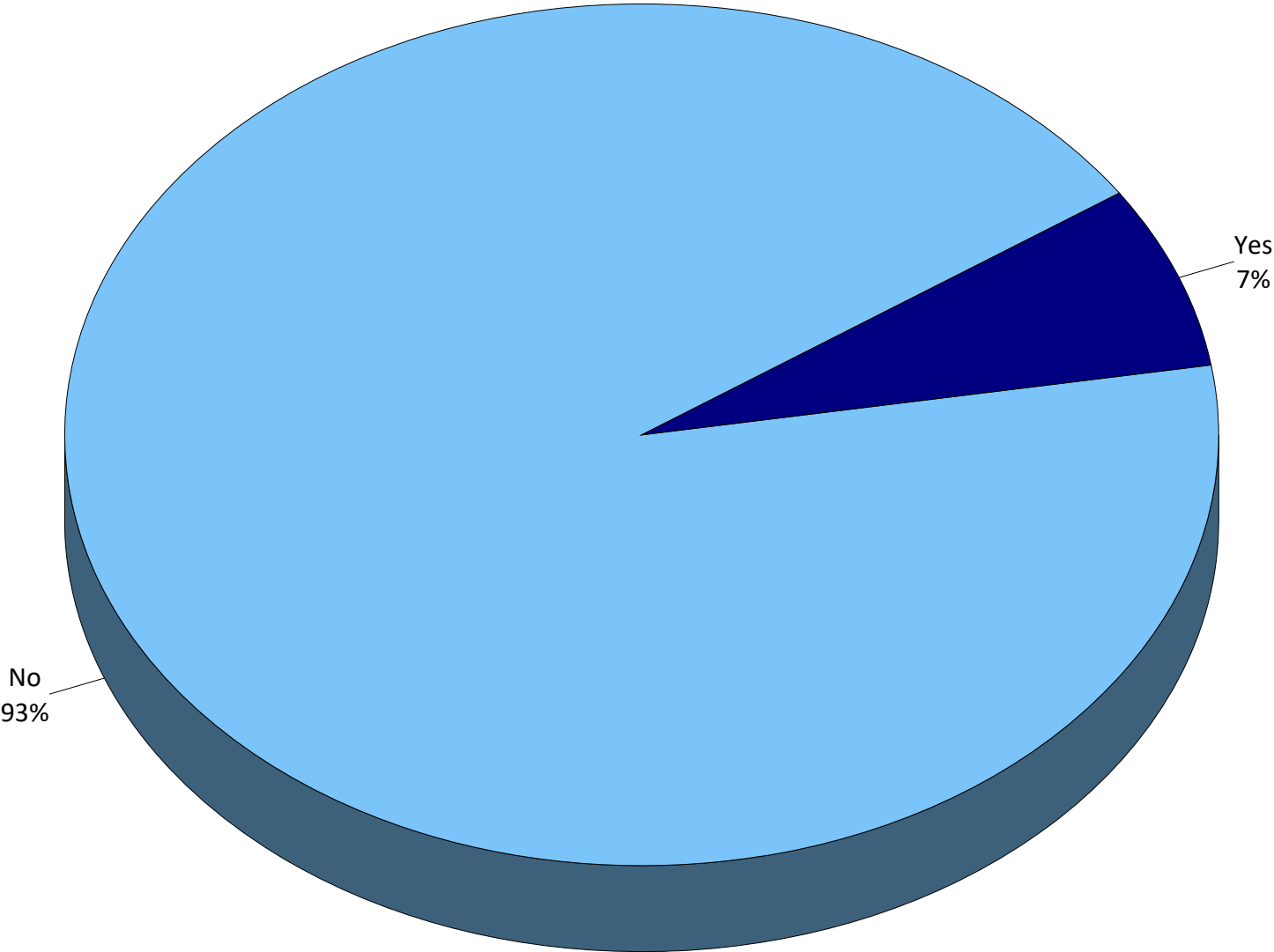
\$28.37



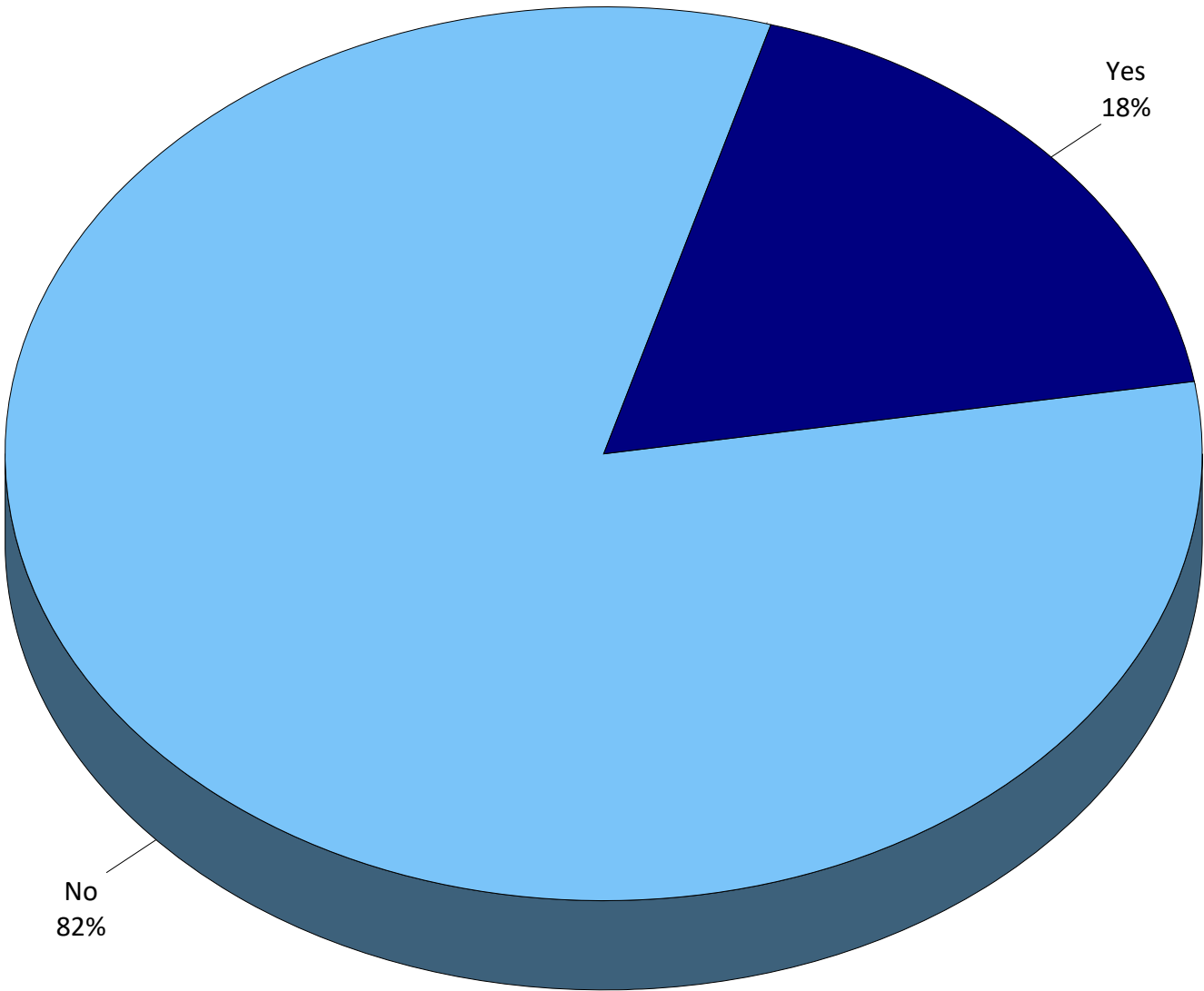
Q19. How many years have you lived in the City of College Station?
by percentage of respondents (excluding "not provided")



Q20. Are you a Texas A&M Student?
by percentage of respondents (excluding "not provided")

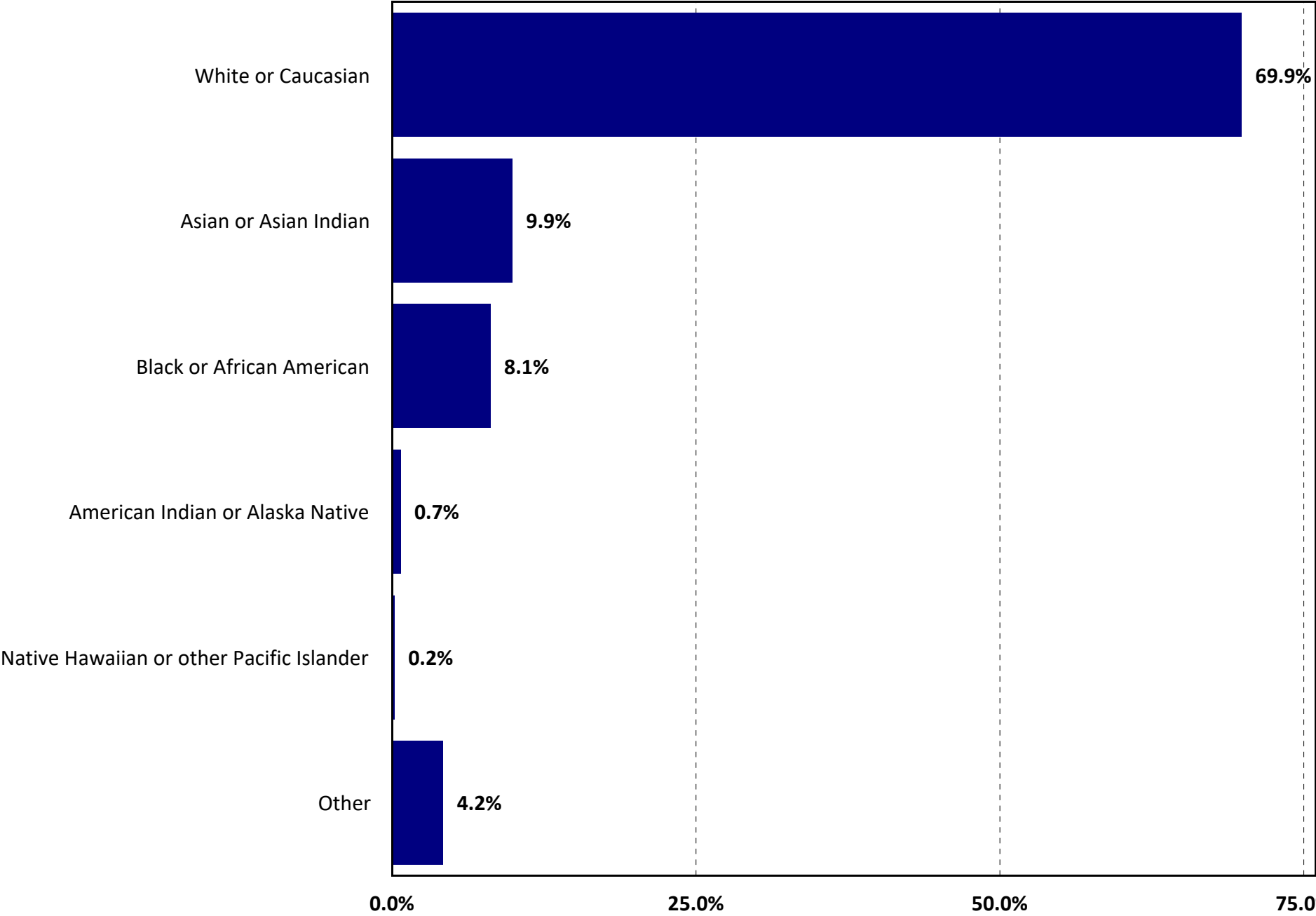


Q21. Are you/your household of Hispanic, Spanish, or Latino/a/x ancestry?
by percentage of respondents (excluding “not provided”)

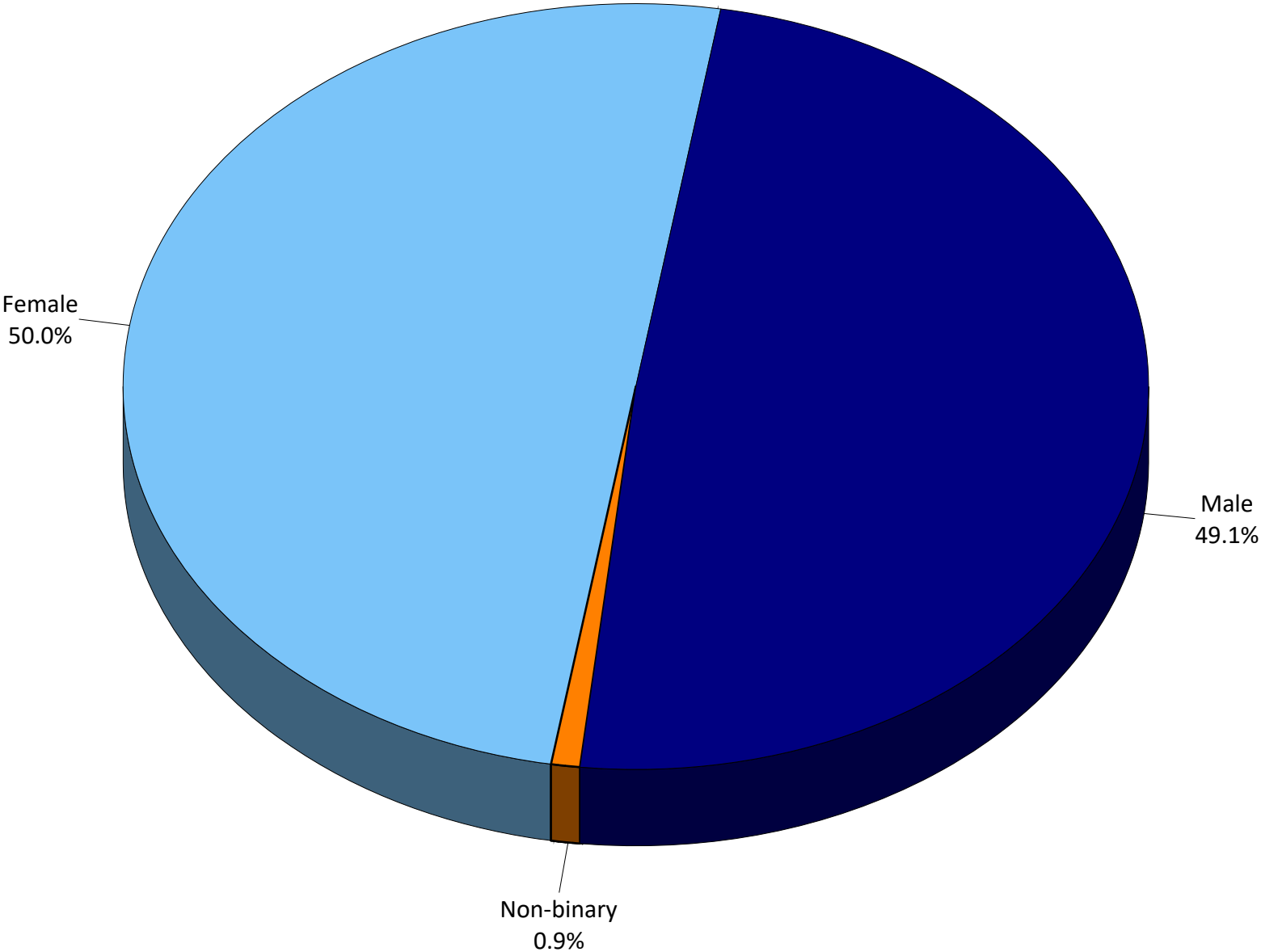


Q22. Which of the following best describes your race/ethnicity?

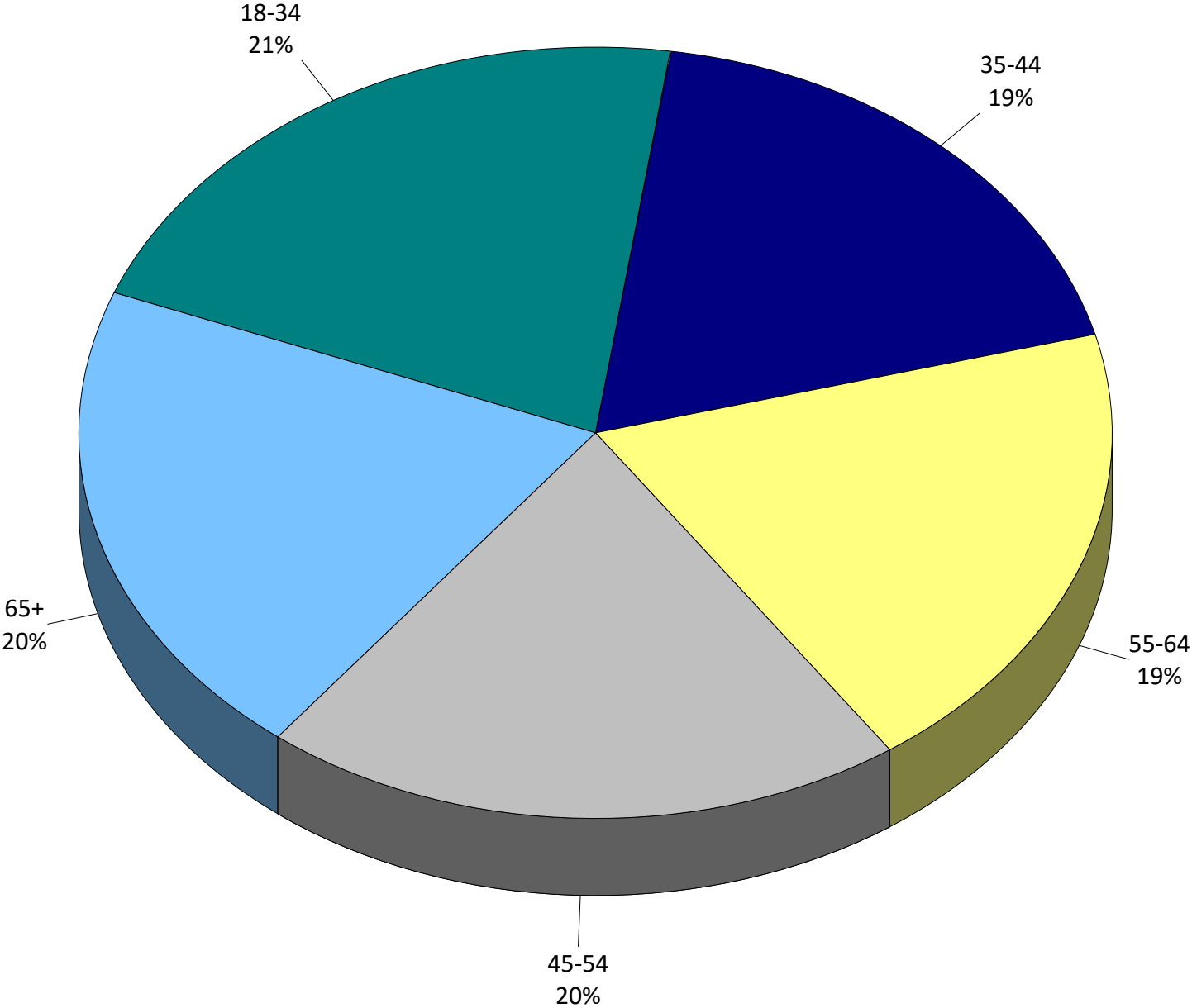
by percentage of respondents



Q23. Your gender:
by percentage of respondents (excluding "prefer not to answer/not provided")



Q24. Your age:
by percentage of respondents (excluding “not provided”)





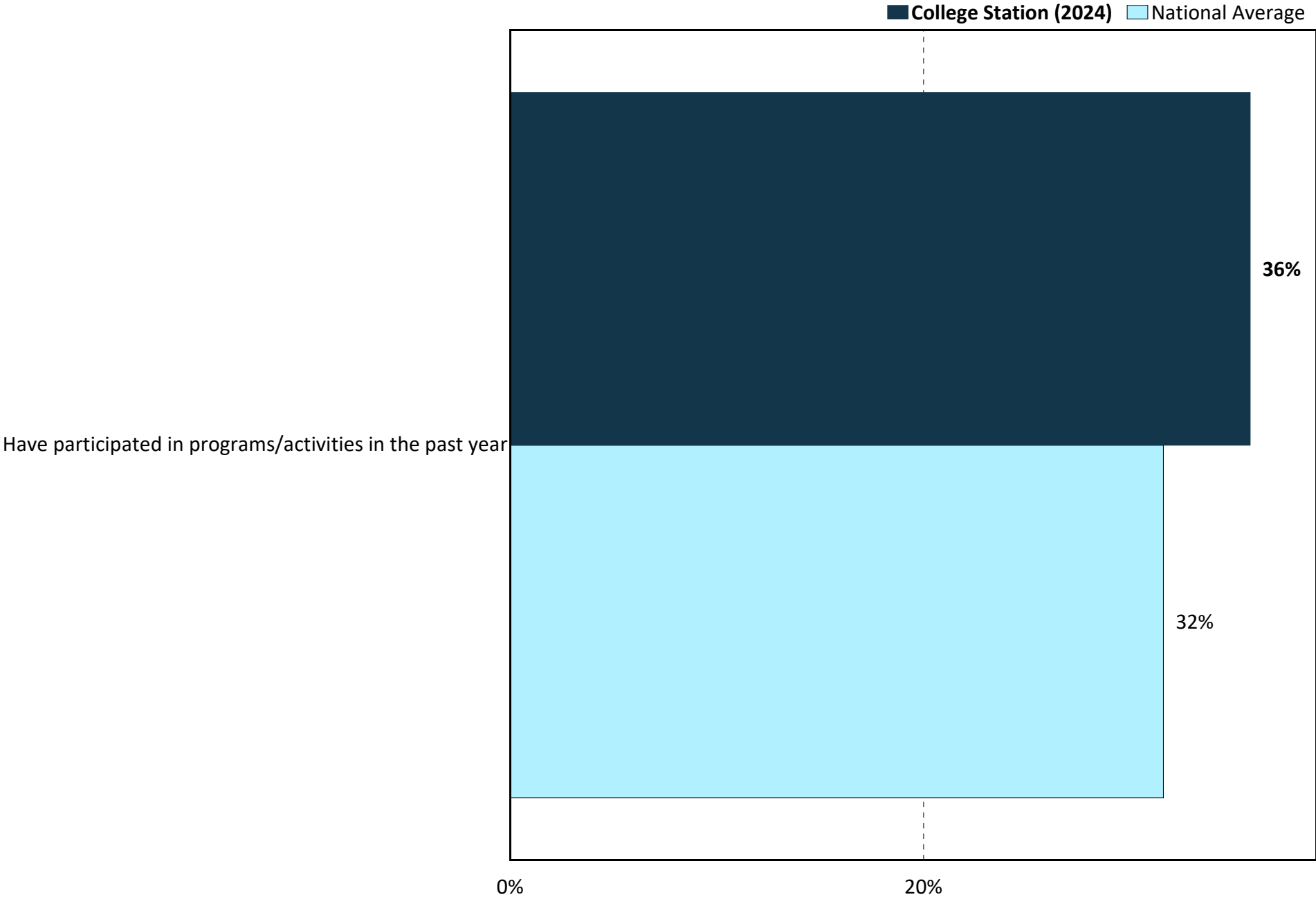
Benchmarks

National Benchmarks

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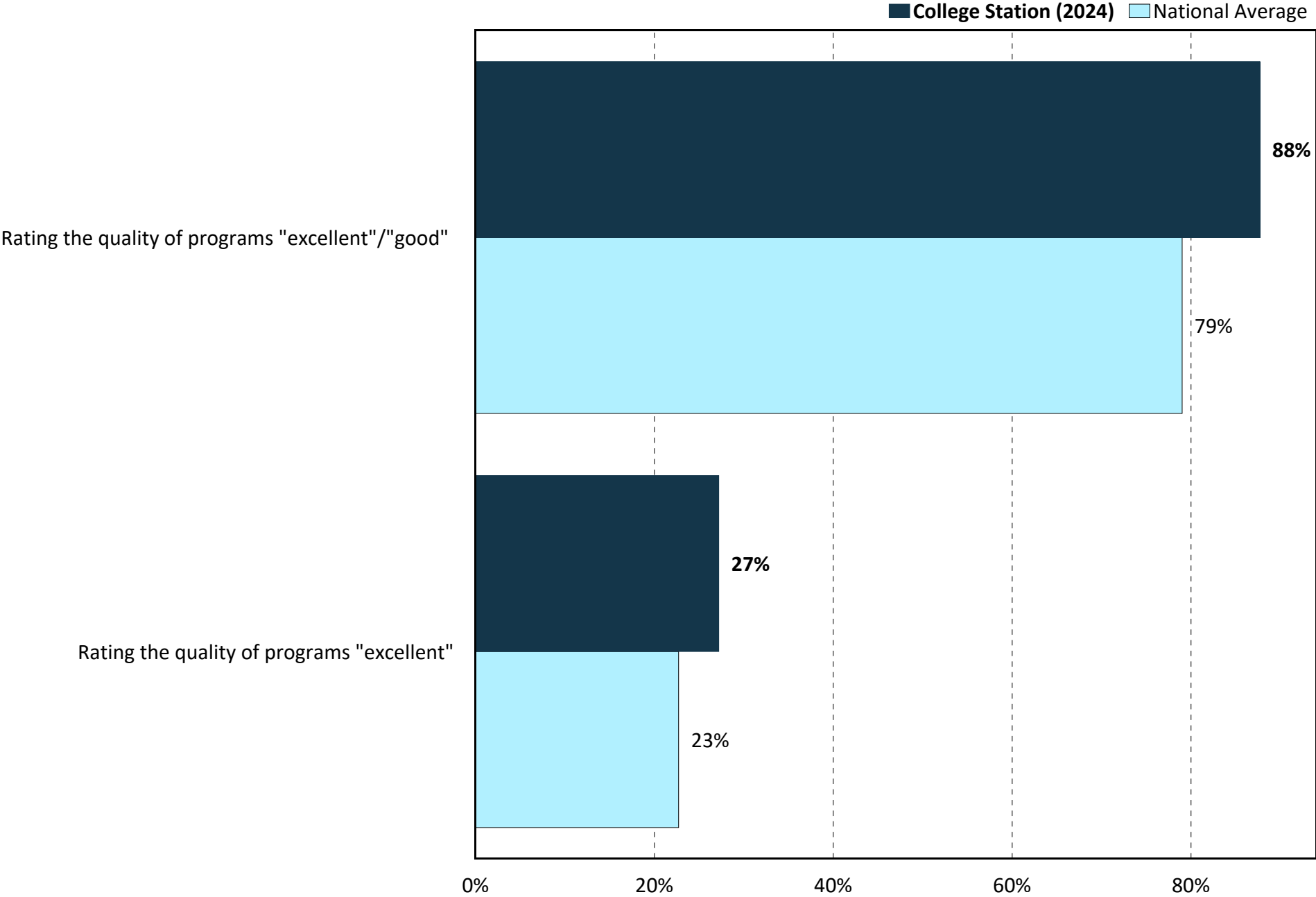
Usage of Programs

by % of respondents



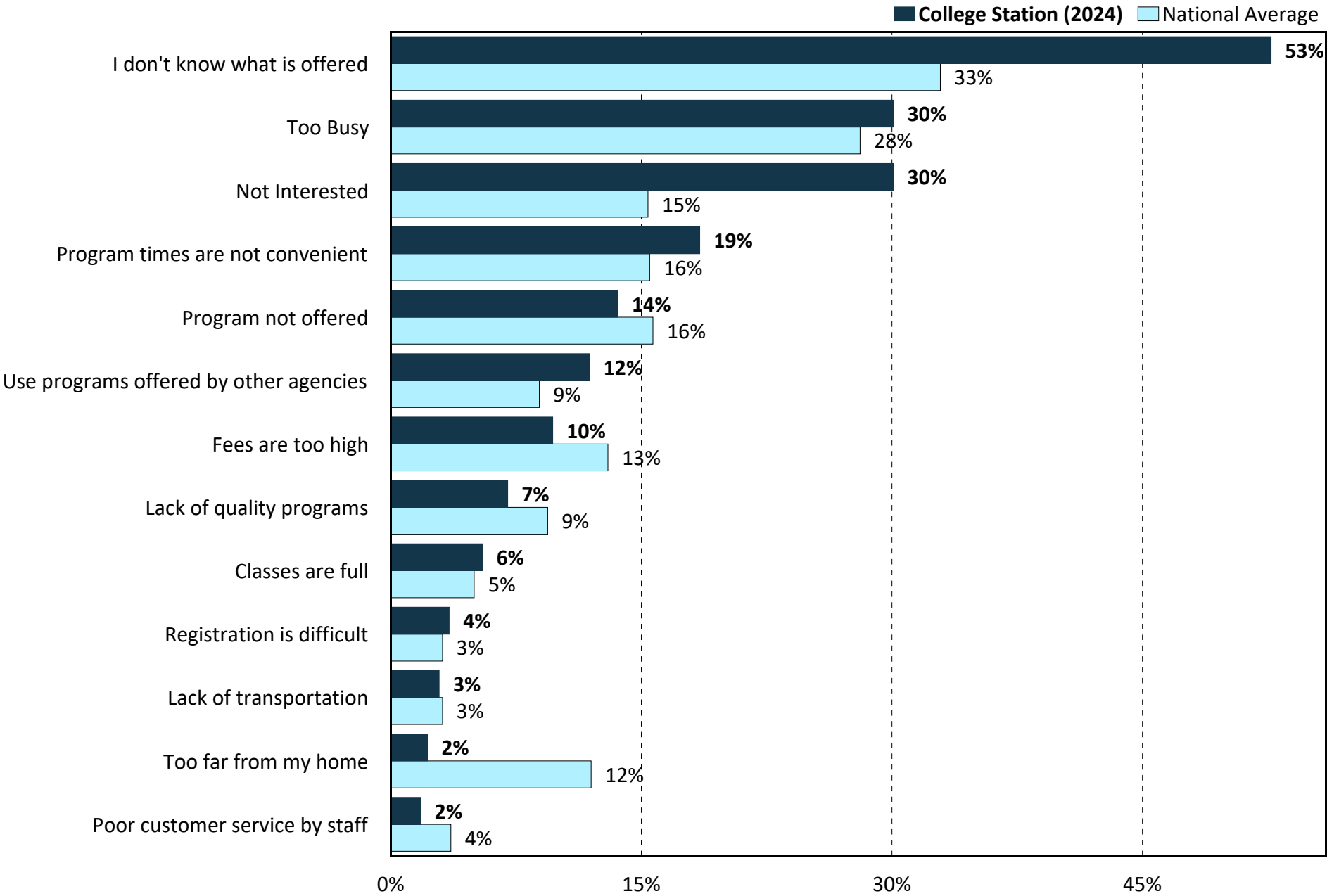
Ratings

by % of respondents

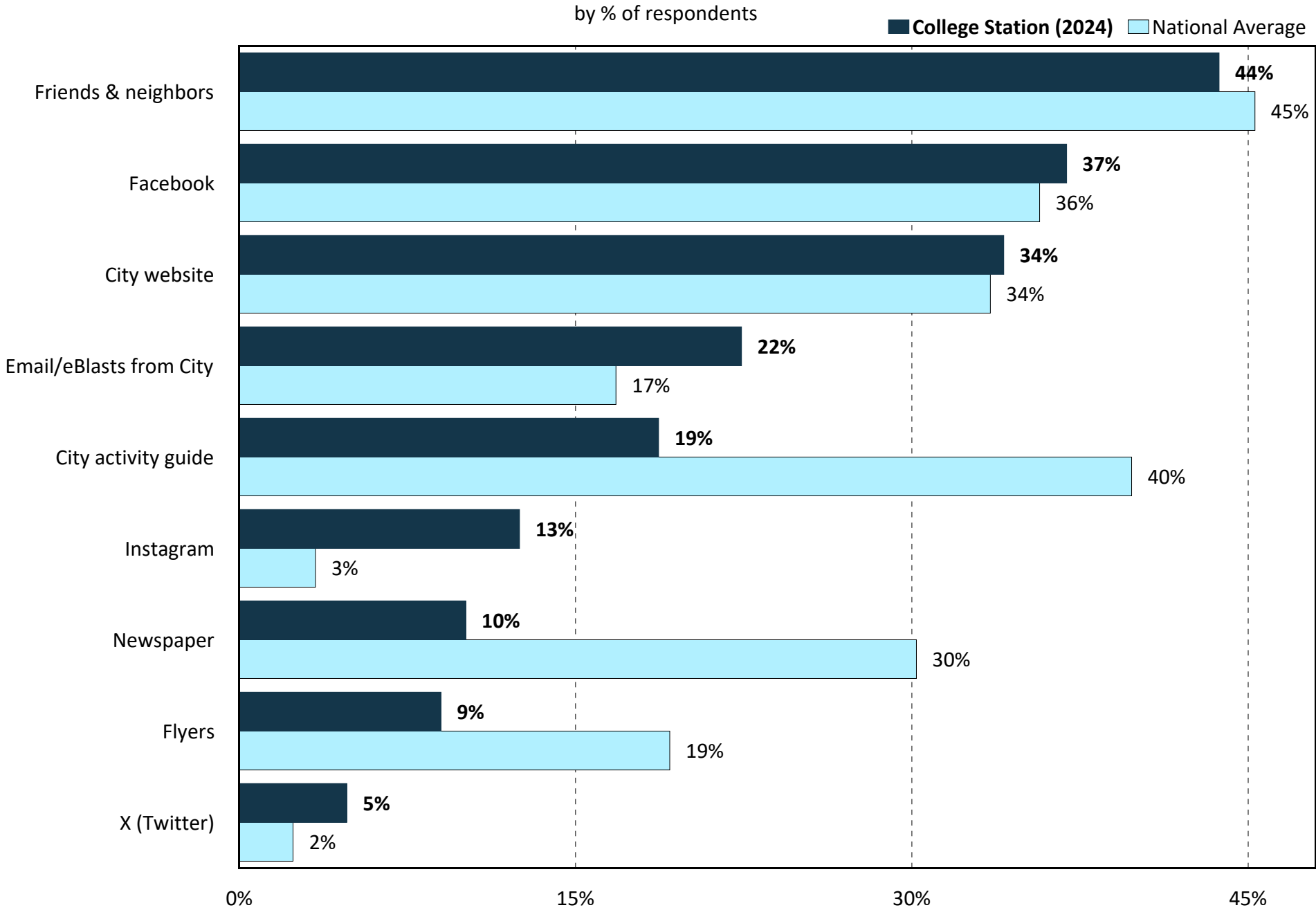


Barriers

by % of respondents



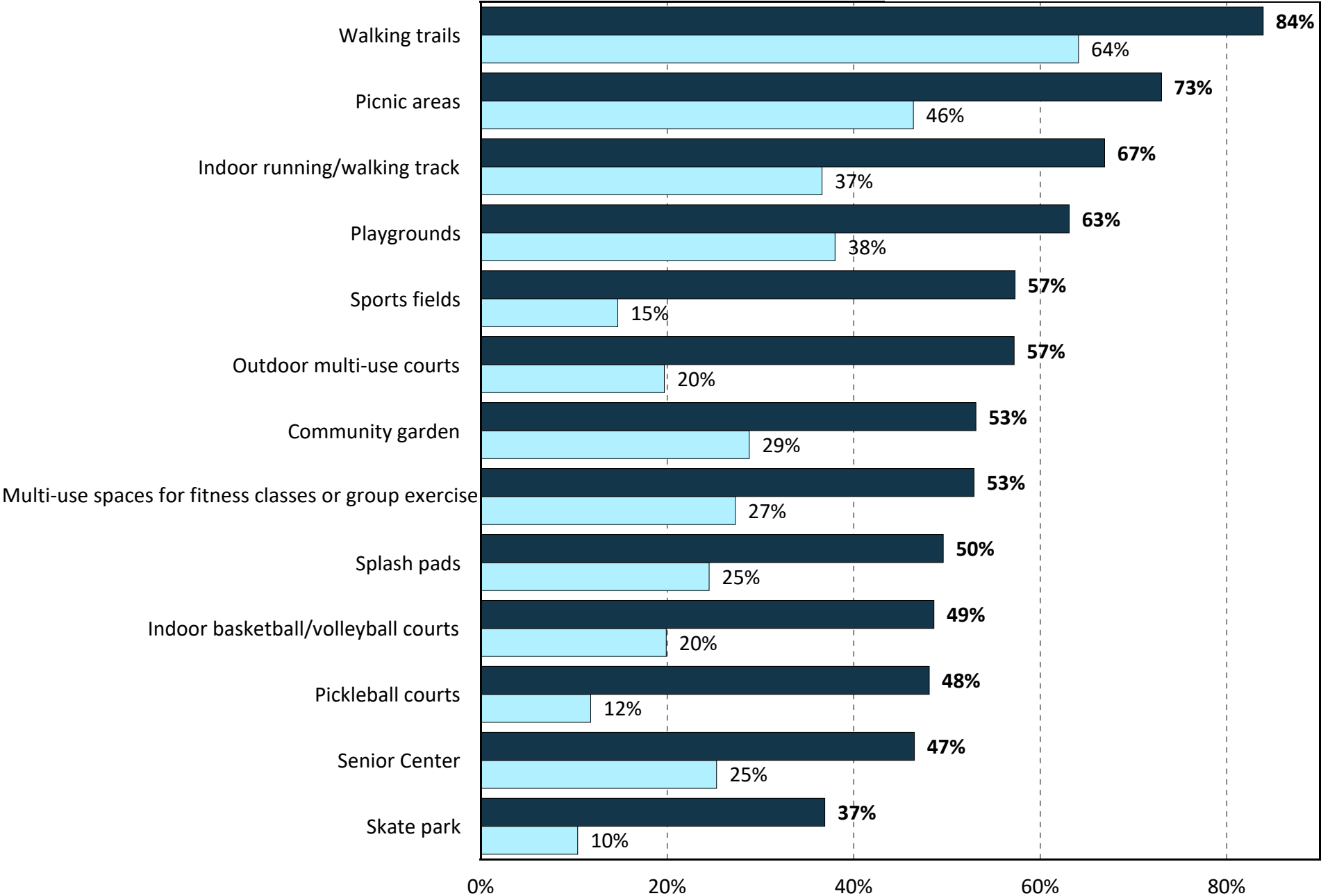
Sources Used for Information about Parks and Recreation



Respondents with Need for Facilities and Amenities

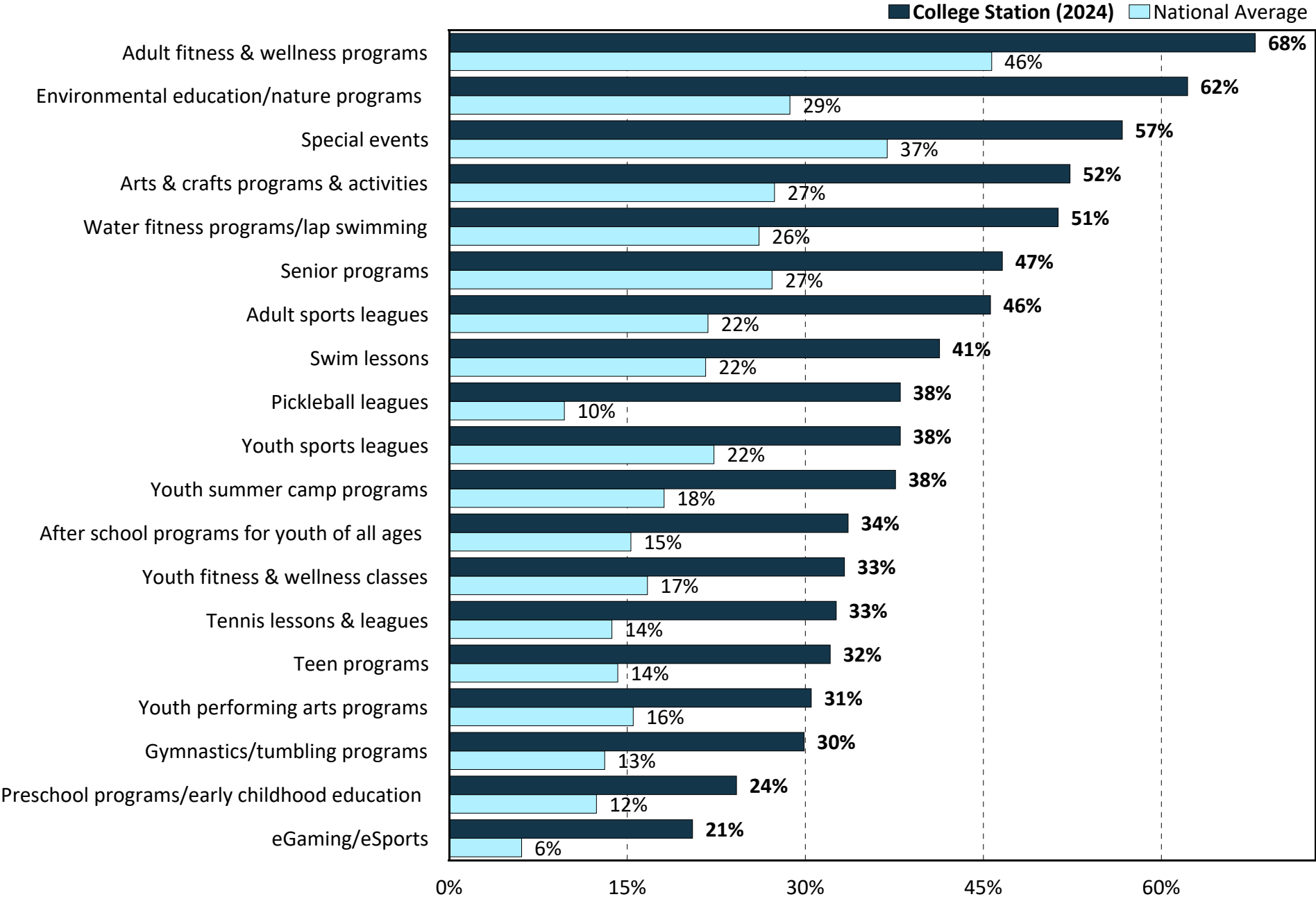
by percentage of respondents

College Station (2024) National Average



Respondents with Need for Recreation Programs

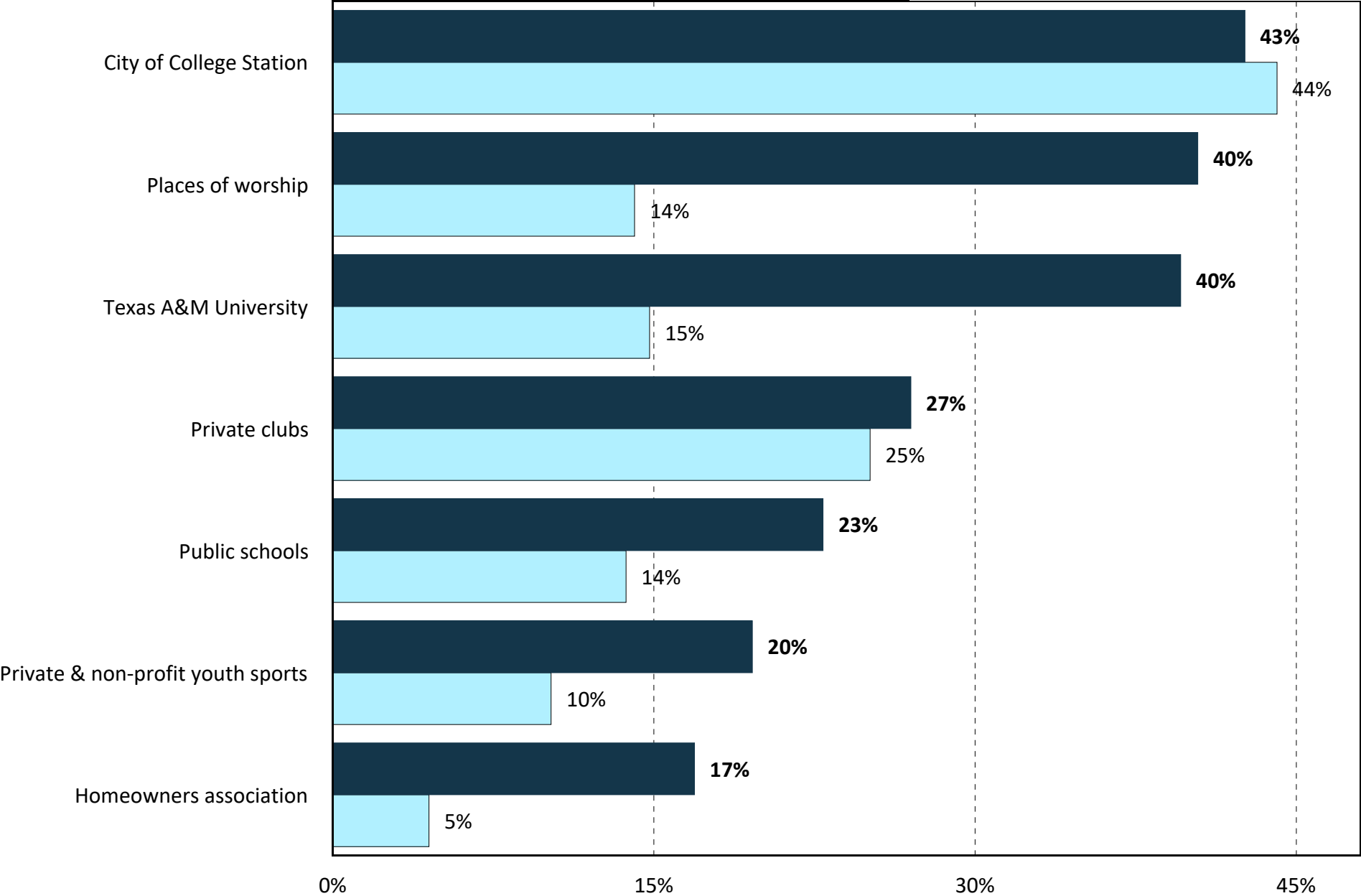
by percentage of respondents



Outside Organizations

by % of respondents

College Station (2024) National Average



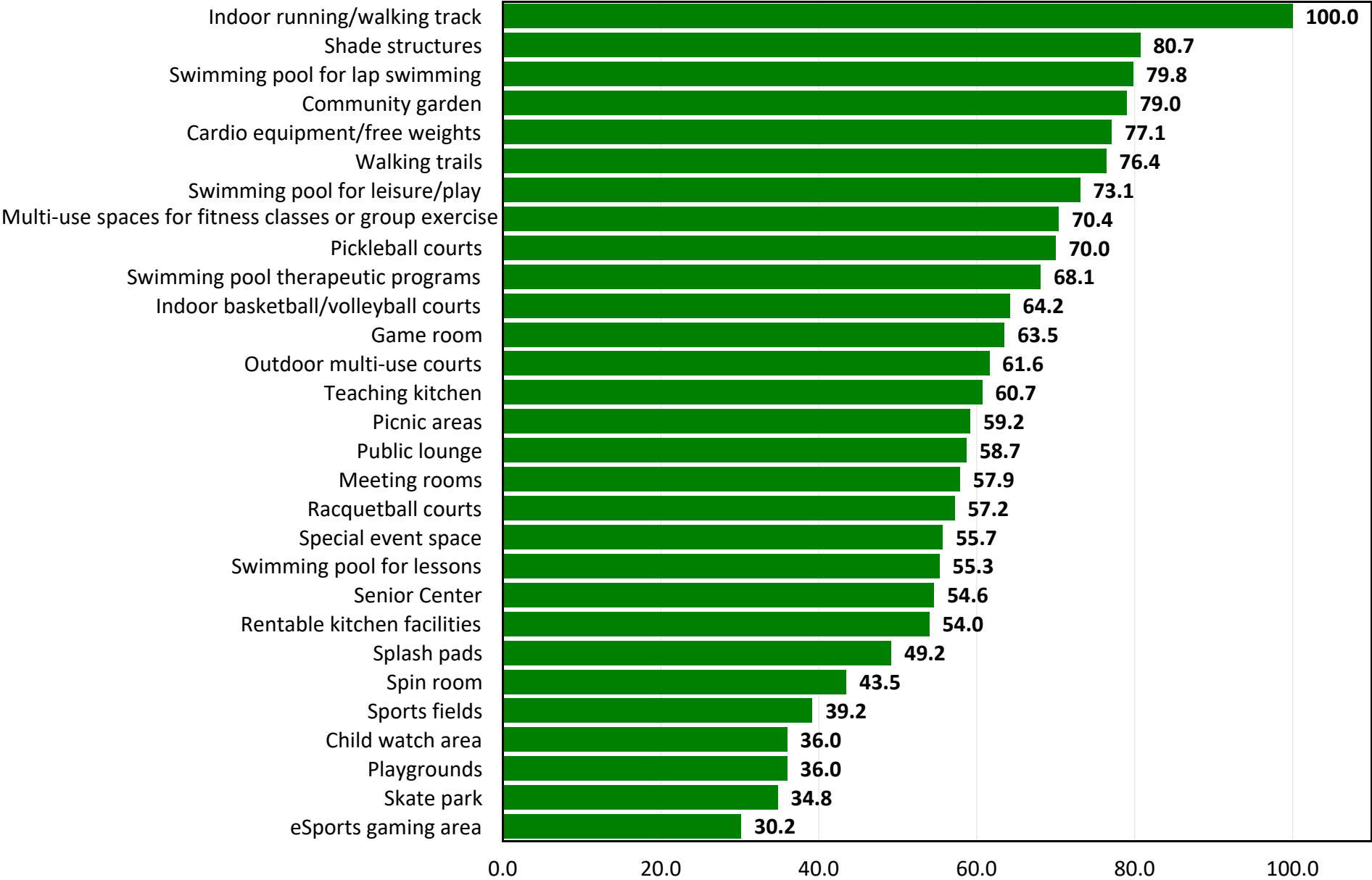


Priority Investment Rating

Unmet Needs Rating for Amenities

the rating for the item with the most unmet need=100

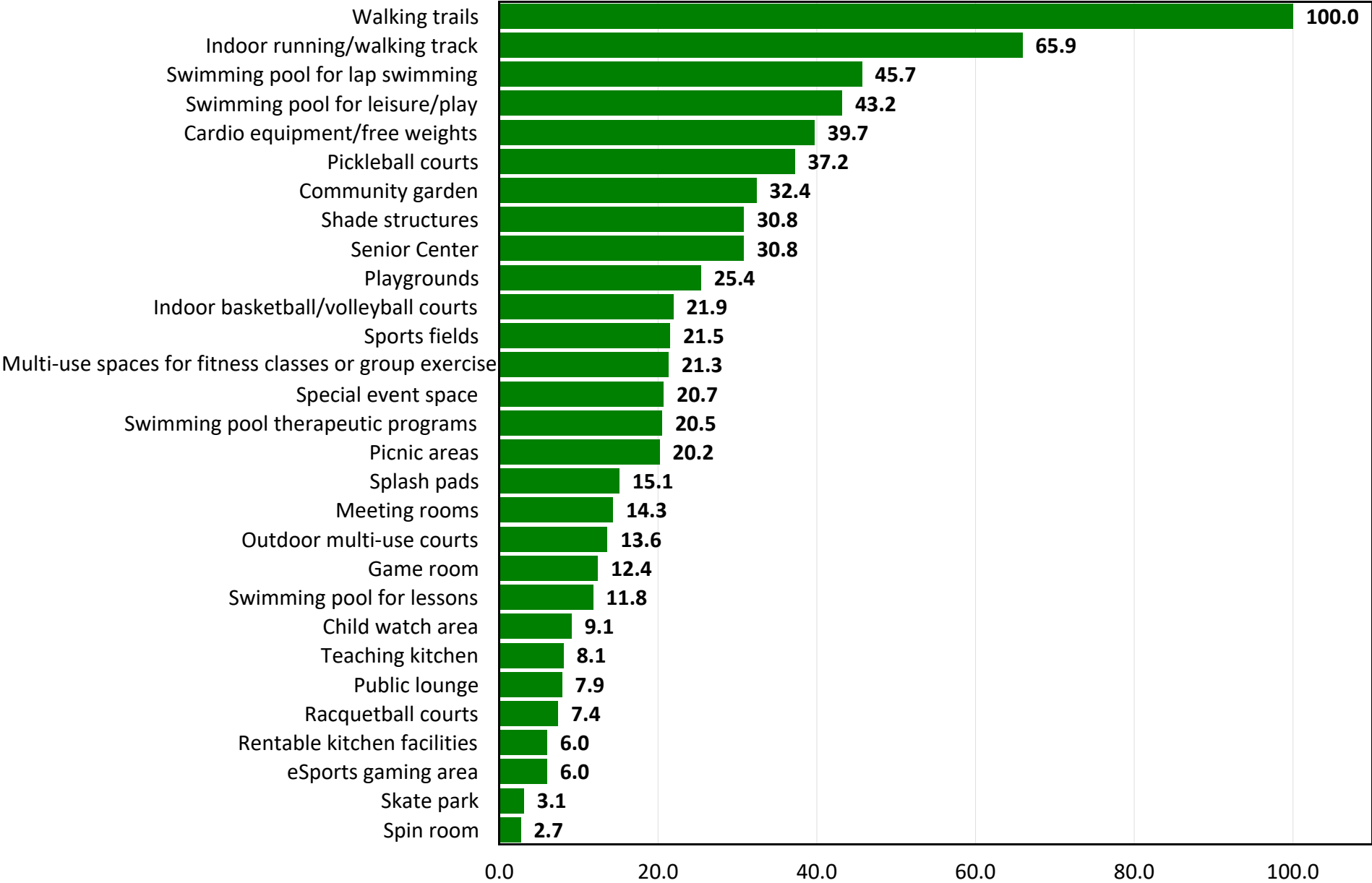
the rating of all other items reflects the relative amount of unmet need for each item compared to the item with the most unmet need



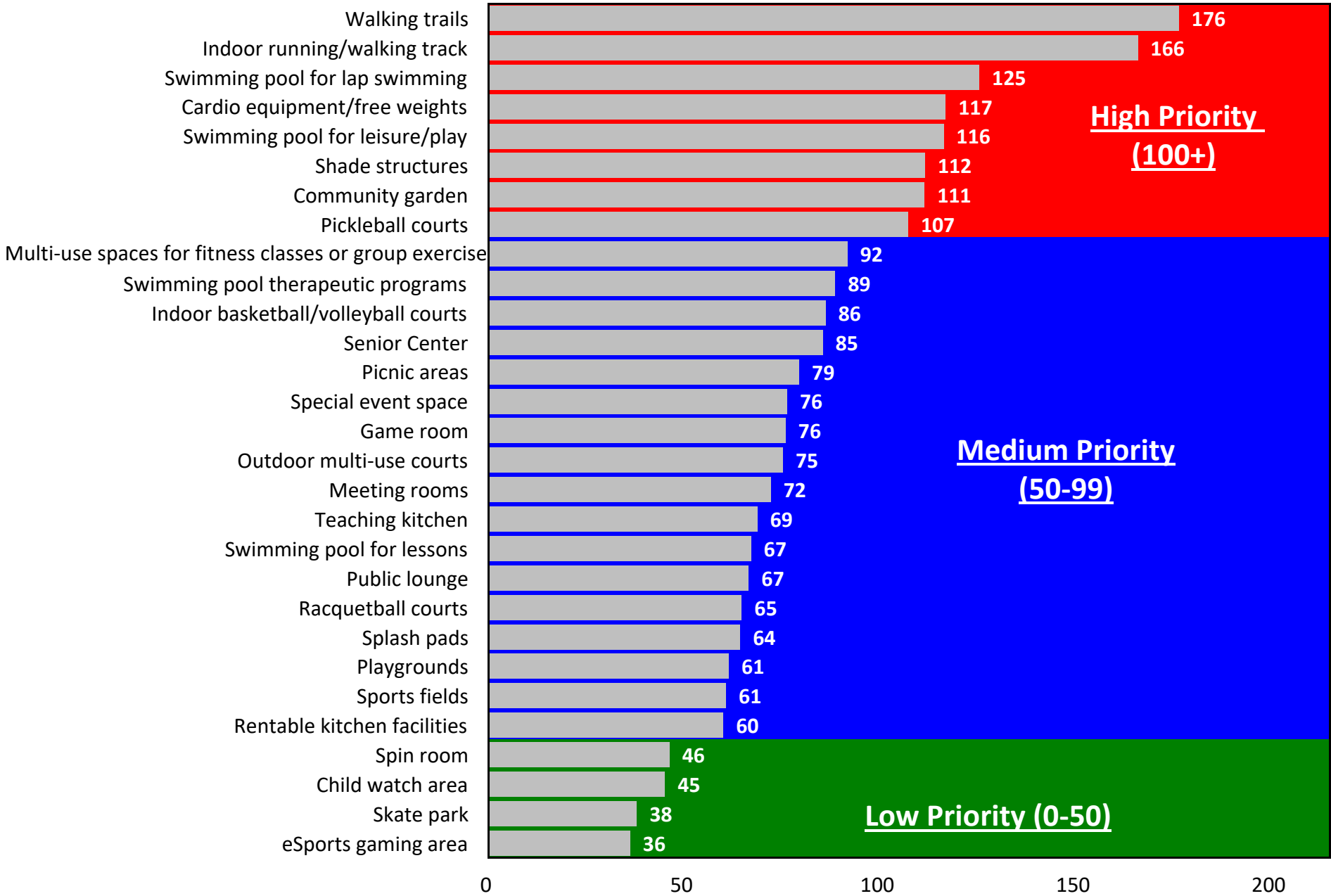
Importance Rating for Amenities

the rating for the item rated as the most important=100

the rating of all other items reflects the relative level of importance for each item compared to the item rated as the most important



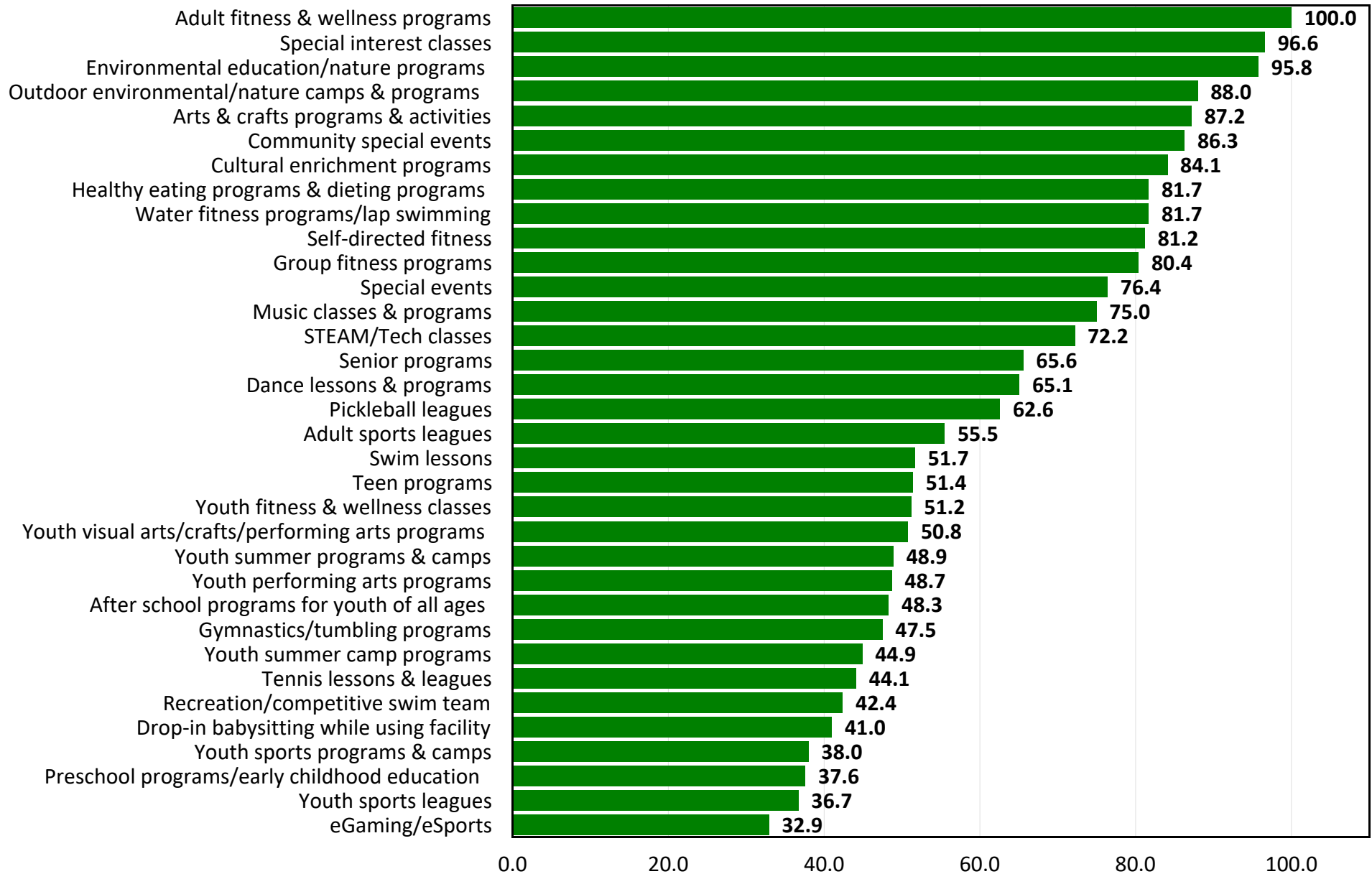
Top Priorities for Investment for Amenities Based on Priority Investment Rating



Unmet Needs Rating for Programs

the rating for the item with the most unmet need=100

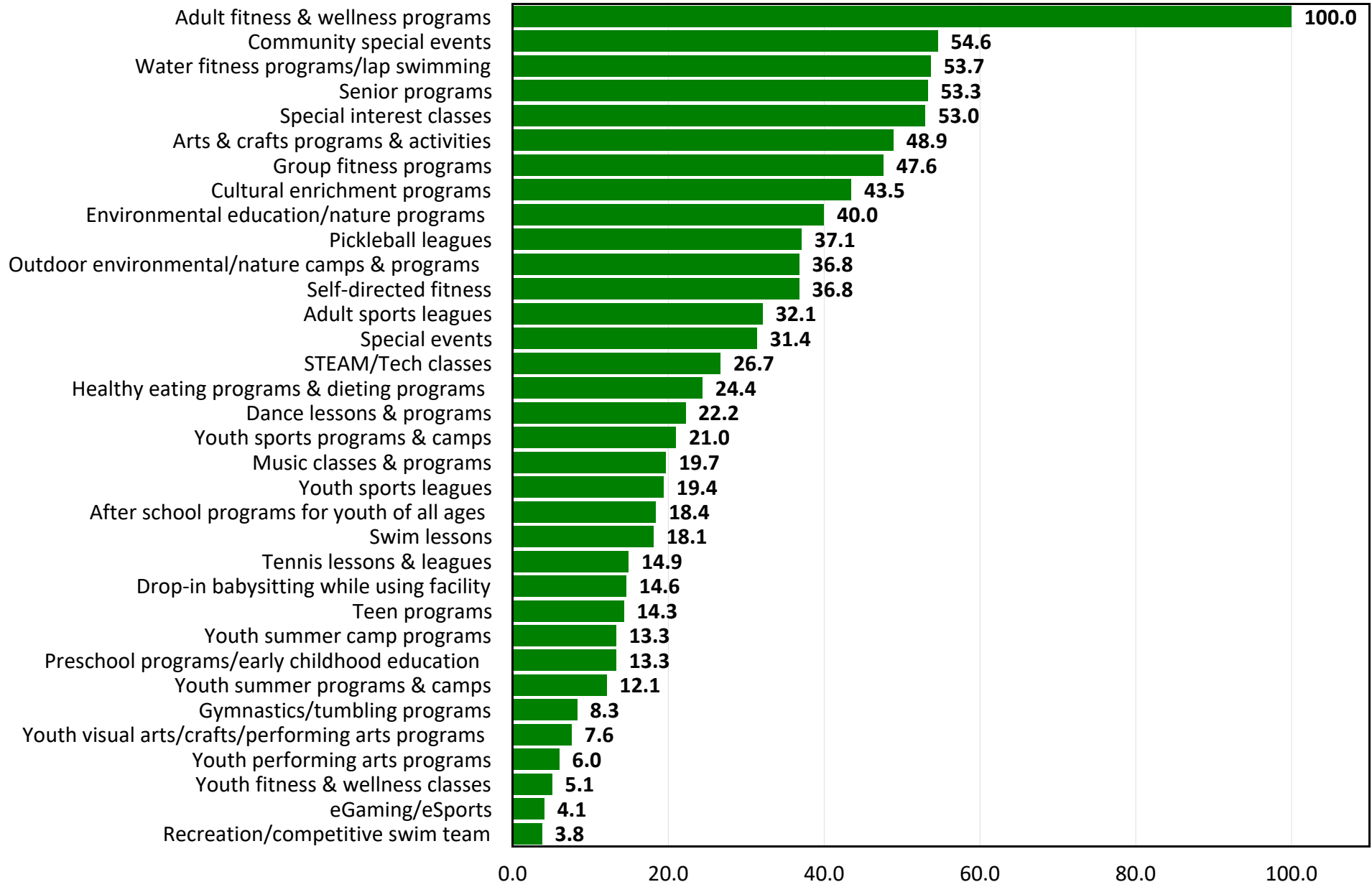
the rating of all other items reflects the relative amount of unmet need for each item compared to the item with the most unmet need



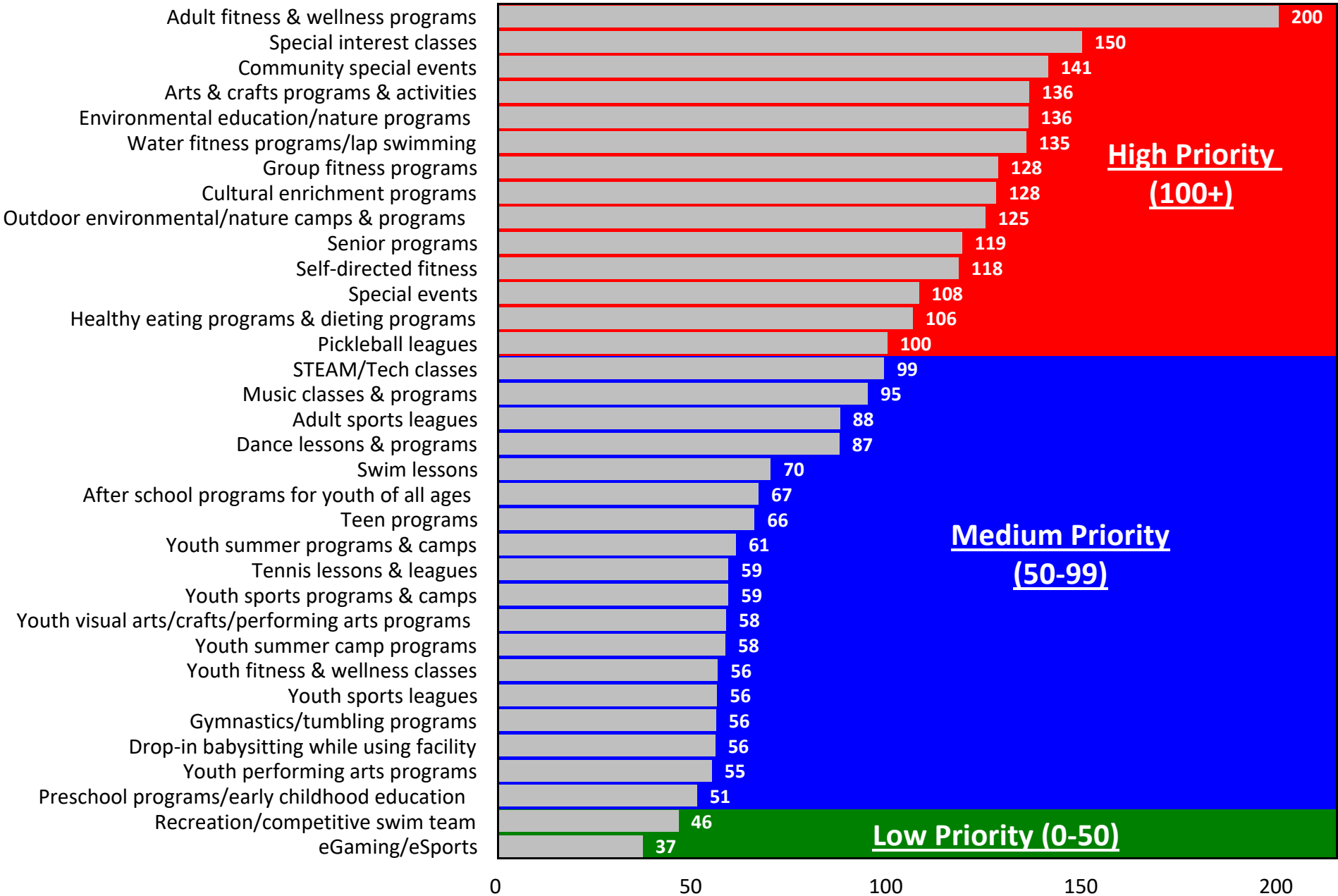
Importance Rating for Programs

the rating for the item rated as the most important=100

the rating of all other items reflects the relative level of importance for each item compared to the item rated as the most important



Top Priorities for Investment for Programs Based on Priority Investment Rating





Tabular Data

Q1. Including yourself, how many people in your household are...

	Mean	Sum
number	2.8	1278
Under age 5	0.2	86
Ages 5-9	0.1	67
Ages 10-14	0.2	78
Ages 15-19	0.2	109
Ages 20-24	0.2	103
Ages 25-34	0.3	148
Ages 35-44	0.3	126
Ages 45-54	0.4	169
Ages 55-64	0.4	192
Ages 65-74	0.2	107
Ages 75-84	0.2	73
Ages 85+	0.0	20

Q2. Has your household participated in any recreation programs or activities offered by the City of College Station during the past 12 months?

Q2. Has your household participated in any City

recreation programs or activities during past 12 months

	Number	Percent
Yes	163	35.8 %
No	292	64.2 %
Total	455	100.0 %

Q2a. How many programs and/or activities offered by the City of College Station have you or members of your household participated in during the past 12 months?

Q2a. How many programs and/or activities has your household participated in

	Number	Percent
One	48	29.4 %
2-3	81	49.7 %
4-6	16	9.8 %
7+	15	9.2 %
Not provided	3	1.8 %
Total	163	100.0 %

WITHOUT NOT PROVIDED**Q2a. How many programs and/or activities offered by the City of College Station have you or members of your household participated in during the past 12 months? (without "not provided")**

Q2a. How many programs and/or activities has your household participated in

	Number	Percent
One	48	30.0 %
2-3	81	50.6 %
4-6	16	10.0 %
7+	15	9.4 %
Total	160	100.0 %

Q2b. How would you rate the overall quality of the City of College Station recreation programs and/or activities in which your household has participated?

Q2b. How would you rate overall quality of recreation programs and/or activities

	Number	Percent
Excellent	60	25.8 %
Good	138	59.2 %
Fair	26	11.2 %
Poor	8	3.4 %
Not provided	1	0.4 %
Total	233	100.0 %

WITHOUT NOT PROVIDED**Q2b. How would you rate the overall quality of the City of College Station recreation programs and/or activities in which your household has participated? (without "not provided")**

Q2b. How would you rate overall quality of recreation programs and/or activities

	Number	Percent
Excellent	44	27.2 %
Good	98	60.5 %
Fair	15	9.3 %
Poor	5	3.1 %
Total	162	100.0 %

Q3. Please CHECK ALL the following reasons that prevent you and members of your household from participating in City of College Station recreation programs or activities more often.

Q3. All the reasons that prevent your household from participating in City recreation programs or activities more often

	Number	Percent
Lack of quality instructors	16	3.5 %
Old & outdated facilities	46	10.1 %
Use programs offered by other agencies	54	11.9 %
I don't know what is offered	240	52.7 %
Lack of quality programs	32	7.0 %
Fees are too high	44	9.7 %
Too far from my home	10	2.2 %
Program times are not convenient	84	18.5 %
Classes are full	25	5.5 %
Program not offered	62	13.6 %
Registration is difficult	16	3.5 %
Poor customer service by staff	8	1.8 %
Lack of transportation	13	2.9 %
Lack of right program equipment	7	1.5 %
Too busy/not interested	137	30.1 %
Lack of trust in government	17	3.7 %
Language/cultural barriers	3	0.7 %
Other	21	4.6 %
Total	835	

Q4. From the following list, please CHECK ALL of the organizations that you or members of your household have used for recreation programs and activities during the past 12 months.

Q4. All the organizations your household has used for recreation programs & activities

	Number	Percent
City of College Station	194	42.6 %
County providers	25	5.5 %
Neighboring cities	66	14.5 %
Public schools	104	22.9 %
Texas A&M University	180	39.6 %
Places of worship (e.g., synagogues, churches)	184	40.4 %
Private & non-profit youth sports	89	19.6 %
Private summer camps	59	13.0 %
Private clubs (tennis, health, swim, fitness)	123	27.0 %
Homeowners association	77	16.9 %
Other	28	6.2 %
Total	1129	

Q5. From the following list, please CHECK ALL of the ways you learn about City of College Station recreation programs and activities.

Q5. All the ways you learn about City recreation programs & activities

	Number	Percent
City activity guide	85	18.7 %
City weekly newsletter	51	11.2 %
City website	155	34.1 %
Materials at parks or recreation facilities	62	13.6 %
Conversations with recreation staff	18	4.0 %
Newspaper	46	10.1 %
Friends & neighbors	199	43.7 %
Promotions at special events	47	10.3 %
Banners at parks or City facilities	79	17.4 %
Email/eBlasts from City	102	22.4 %
Facebook	168	36.9 %
X (Twitter)	22	4.8 %
Instagram	57	12.5 %
Flyers	41	9.0 %
Other	29	6.4 %
Total	1161	

Q5-15. Other:

<u>Q5-15. Other</u>	<u>Number</u>	<u>Percent</u>
TV	4	13.8 %
KBTX	2	6.9 %
Google	2	6.9 %
Friends	2	6.9 %
Word of mouth	1	3.4 %
Radio WTAW	1	3.4 %
Searching for City parks via Google	1	3.4 %
Facebook	1	3.4 %
LinkedIn	1	3.4 %
News	1	3.4 %
Radio	1	3.4 %
Ringer Library	1	3.4 %
Nextdoor	1	3.4 %
Search Google for tennis lessons	1	3.4 %
NO COMMUNICATION	1	3.4 %
News coverage & TV ads	1	3.4 %
Utility bill inserts	1	3.4 %
Television news	1	3.4 %
TV news	1	3.4 %
Local radio	1	3.4 %
Grandchildren's participation	1	3.4 %
Library	1	3.4 %
Radio promotions	1	3.4 %
Total	29	100.0 %

Q6. From the list in Question 5, which THREE methods of communication would you MOST PREFER the City use to communicate with you about recreation programs and activities?

<u>Q6. Top choice</u>	<u>Number</u>	<u>Percent</u>
City activity guide	50	11.0 %
City weekly newsletter	48	10.5 %
City website	61	13.4 %
Materials at parks or recreation facilities	15	3.3 %
Conversations with recreation staff	1	0.2 %
Newspaper	13	2.9 %
Friends & neighbors	6	1.3 %
Promotions at special events	6	1.3 %
Banners at parks or City facilities	15	3.3 %
Email/eBlasts from City	91	20.0 %
Facebook	77	16.9 %
X (Twitter)	6	1.3 %
Instagram	26	5.7 %
Flyers	10	2.2 %
None chosen	30	6.6 %
Total	455	100.0 %

Q6. From the list in Question 5, which THREE methods of communication would you MOST PREFER the City use to communicate with you about recreation programs and activities?

Q6. 2nd choice	Number	Percent
City activity guide	46	10.1 %
City weekly newsletter	31	6.8 %
City website	56	12.3 %
Materials at parks or recreation facilities	18	4.0 %
Newspaper	9	2.0 %
Friends & neighbors	15	3.3 %
Promotions at special events	17	3.7 %
Banners at parks or City facilities	25	5.5 %
Email/eBlasts from City	68	14.9 %
Facebook	78	17.1 %
X (Twitter)	7	1.5 %
Instagram	22	4.8 %
Flyers	18	4.0 %
None chosen	45	9.9 %
Total	455	100.0 %

Q6. From the list in Question 5, which THREE methods of communication would you MOST PREFER the City use to communicate with you about recreation programs and activities?

Q6. 3rd choice	Number	Percent
City activity guide	33	7.3 %
City weekly newsletter	28	6.2 %
City website	49	10.8 %
Materials at parks or recreation facilities	17	3.7 %
Conversations with recreation staff	4	0.9 %
Newspaper	15	3.3 %
Friends & neighbors	25	5.5 %
Promotions at special events	12	2.6 %
Banners at parks or City facilities	38	8.4 %
Email/eBlasts from City	50	11.0 %
Facebook	45	9.9 %
X (Twitter)	8	1.8 %
Instagram	16	3.5 %
Flyers	19	4.2 %
None chosen	96	21.1 %
Total	455	100.0 %

SUM OF TOP 3 CHOICES

Q6. From the list in Question 5, which THREE methods of communication would you MOST PREFER the City use to communicate with you about recreation programs and activities? (top 3)

<u>Q6. Top choice</u>	<u>Number</u>	<u>Percent</u>
City activity guide	129	28.4 %
City weekly newsletter	107	23.5 %
City website	166	36.5 %
Materials at parks or recreation facilities	50	11.0 %
Conversations with recreation staff	5	1.1 %
Newspaper	37	8.1 %
Friends & neighbors	46	10.1 %
Promotions at special events	35	7.7 %
Banners at parks or City facilities	78	17.1 %
Email/eBlasts from City	209	45.9 %
Facebook	200	44.0 %
X (Twitter)	21	4.6 %
Instagram	64	14.1 %
Flyers	47	10.3 %
None chosen	30	6.6 %
Total	1224	

Q7. Please rate your level of agreement with the following statements about some potential benefits of the City of College Station's indoor recreation services.

(N=455)

	Strongly agree	Agree	Neutral	Disagree	Strongly disagree	Don't know
Q7-1. Helps to attract new residents	16.3%	29.9%	27.0%	9.0%	6.2%	11.6%
Q7-2. Helps to reduce crime in my neighborhood & keep kids out of trouble	19.3%	38.2%	19.1%	7.3%	5.1%	11.0%
Q7-3. Improves my (my household's) mental health & reduces stress	19.1%	37.8%	25.7%	4.0%	3.5%	9.9%
Q7-4. Improves my (my household's) physical health & fitness	20.4%	39.8%	23.5%	3.5%	3.1%	9.7%
Q7-5. Increases my (my household's) property value	12.5%	26.8%	33.0%	11.6%	3.3%	12.7%
Q7-6. Is age-friendly & accessible to all age groups	15.6%	32.5%	23.5%	10.5%	3.5%	14.3%
Q7-7. Makes College Station a more desirable place to live	27.0%	40.2%	17.8%	4.8%	2.9%	7.3%
Q7-8. Positively impacts economic/business development	21.1%	36.3%	23.7%	4.4%	2.6%	11.9%
Q7-9. Provides jobs/professional development for youth	18.5%	39.6%	21.8%	4.6%	2.0%	13.6%
Q7-10. Provides positive social interactions for me (my household/family)	18.5%	36.7%	24.0%	6.4%	3.1%	11.4%
Q7-11. Provides volunteer opportunities for the community	17.6%	38.7%	22.4%	3.3%	1.1%	16.9%

WITHOUT DON'T KNOW**Q7. Please rate your level of agreement with the following statements about some potential benefits of the City of College Station's indoor recreation services. (without "don't know")**

(N=455)

	Strongly agree	Agree	Neutral	Disagree	Strongly disagree
Q7-1. Helps to attract new residents	18.4%	33.8%	30.6%	10.2%	7.0%
Q7-2. Helps to reduce crime in my neighborhood & keep kids out of trouble	21.7%	43.0%	21.5%	8.1%	5.7%
Q7-3. Improves my (my household's) mental health & reduces stress	21.2%	42.0%	28.5%	4.4%	3.9%
Q7-4. Improves my (my household's) physical health & fitness	22.6%	44.0%	26.0%	3.9%	3.4%
Q7-5. Increases my (my household's) property value	14.4%	30.7%	37.8%	13.4%	3.8%
Q7-6. Is age-friendly & accessible to all age groups	18.2%	37.9%	27.4%	12.3%	4.1%
Q7-7. Makes College Station a more desirable place to live	29.1%	43.4%	19.2%	5.2%	3.1%
Q7-8. Positively impacts economic/business development	23.9%	41.1%	26.9%	5.0%	3.0%
Q7-9. Provides jobs/professional development for youth	21.4%	45.8%	25.2%	5.3%	2.3%
Q7-10. Provides positive social interactions for me (my household/family)	20.8%	41.4%	27.0%	7.2%	3.5%
Q7-11. Provides volunteer opportunities for the community	21.2%	46.6%	27.0%	4.0%	1.3%

Q8. Please CHECK ALL of the groups you and the members of your household fit into.

<u>Q8. All the groups members of your household fit into</u>	<u>Number</u>	<u>Percent</u>
Recreation (would use a community recreation center for leisure activities)	305	67.0 %
Competition (would use a community recreation center for sports & league activities)	137	30.1 %
Instructional (would use a community recreation center for a program or class e.g., fitness & wellness programs)	242	53.2 %
Wellness/therapy (would use a recreation center as part of a therapeutic/recovery process)	174	38.2 %
Fitness (use a community recreation centers for self-directed exercise)	281	61.8 %
None (members of my household would not use a recreation center)	66	14.5 %
Total	1205	

WITHOUT NONE**Q8. Please CHECK ALL of the groups you and the members of your household fit into. (without "none")**

<u>Q8. All the groups members of your household fit into</u>	<u>Number</u>	<u>Percent</u>
Recreation (would use a community recreation center for leisure activities)	301	77.4 %
Fitness (use a community recreation centers for self-directed exercise)	279	71.7 %
Instructional (would use a community recreation center for a program or class e.g., fitness & wellness programs)	237	60.9 %
Wellness/therapy (would use a recreation center as part of a therapeutic/recovery process)	172	44.2 %
Competition (would use a community recreation center for sports & league activities)	136	35.0 %
Total	1125	

Q9. Please indicate how well your needs are being met for each of the spaces/amenities listed below on a scale of 1 to 4, where 4 means your needs are "Fully Met," and 1 means your needs are "Not Met" at all.

(N=455)

	Fully met	Mostly met	Partly met	Not met	No need
Q9-1. Cardio equipment/free weights	11.4%	8.4%	13.2%	30.1%	36.9%
Q9-2. Child watch area	3.1%	4.4%	7.0%	13.2%	72.3%
Q9-3. eSports gaming area	2.0%	2.0%	3.3%	13.6%	79.1%
Q9-4. Special event space	6.2%	15.2%	17.1%	14.1%	47.5%
Q9-5. Game room (table tennis, pool table, foosball, etc.)	2.9%	5.7%	10.3%	25.3%	55.8%
Q9-6. Indoor basketball/volleyball courts (indoor gyms)	4.2%	8.4%	12.7%	23.3%	51.4%
Q9-7. Indoor running/walking track	5.5%	5.3%	9.9%	46.2%	33.2%
Q9-8. Meeting rooms	5.7%	10.3%	18.7%	13.8%	51.4%
Q9-9. Multi-use spaces for fitness classes or group exercise	5.7%	7.7%	18.0%	21.5%	47.0%
Q9-10. Pickleball courts	4.2%	4.6%	12.5%	26.8%	51.9%
Q9-11. Public lounge	2.4%	4.8%	9.7%	23.3%	59.8%
Q9-12. Racquetball courts	1.5%	2.9%	7.7%	24.4%	63.5%
Q9-13. Rentable kitchen facilities	3.1%	4.0%	10.5%	19.8%	62.6%
Q9-14. Senior Center	6.2%	9.7%	13.0%	17.6%	53.6%
Q9-15. Spin room	2.4%	1.8%	4.8%	19.6%	71.4%
Q9-16. Splash pads	7.9%	14.1%	17.1%	10.5%	50.3%
Q9-17. Swimming pool for lap swimming	5.5%	10.3%	16.7%	28.1%	39.3%
Q9-18. Swimming pool for leisure/play	10.5%	14.5%	21.3%	19.8%	33.8%
Q9-19. Swimming pool for lessons	8.6%	11.9%	16.5%	14.5%	48.6%
Q9-20. Swimming pool therapeutic programs	4.8%	5.5%	11.0%	27.3%	51.4%
Q9-21. Teaching kitchen	2.2%	1.5%	4.4%	29.7%	62.2%
Q9-22. Sports fields	15.2%	20.2%	14.9%	7.0%	42.6%

Q9. Please indicate how well your needs are being met for each of the spaces/amenities listed below on a scale of 1 to 4, where 4 means your needs are "Fully Met," and 1 means your needs are "Not Met" at all.

	Fully met	Mostly met	Partly met	Not met	No need
Q9-23. Outdoor multi-use courts	8.6%	14.1%	23.3%	11.2%	42.9%
Q9-24. Picnic areas	17.4%	22.4%	23.1%	10.1%	27.0%
Q9-25. Playgrounds	18.9%	24.0%	16.9%	3.3%	36.9%
Q9-26. Shade structures	10.1%	20.2%	31.2%	14.1%	24.4%
Q9-27. Skate park	9.2%	8.1%	10.8%	8.8%	63.1%
Q9-28. Community garden	3.3%	5.5%	11.6%	32.7%	46.8%
Q9-29. Walking trails	16.3%	24.8%	29.0%	13.8%	16.0%

WITHOUT NO NEED

Q9. Please indicate how well your needs are being met for each of the spaces/amenities listed below on a scale of 1 to 4, where 4 means your needs are "Fully Met," and 1 means your needs are "Not Met" at all. (without "no need")

(N=455)

	Fully met	Mostly met	Partly met	Not met
Q9-1. Cardio equipment/free weights	18.1%	13.2%	20.9%	47.7%
Q9-2. Child watch area	11.1%	15.9%	25.4%	47.6%
Q9-3. eSports gaming area	9.5%	9.5%	15.8%	65.3%
Q9-4. Special event space	11.7%	28.9%	32.6%	26.8%
Q9-5. Game room (table tennis, pool table, foosball, etc.)	6.5%	12.9%	23.4%	57.2%
Q9-6. Indoor basketball/volleyball courts (indoor gyms)	8.6%	17.2%	26.2%	48.0%
Q9-7. Indoor running/walking track	8.2%	7.9%	14.8%	69.1%
Q9-8. Meeting rooms	11.8%	21.3%	38.5%	28.5%
Q9-9. Multi-use spaces for fitness classes or group exercise	10.8%	14.5%	34.0%	40.7%
Q9-10. Pickleball courts	8.7%	9.6%	26.0%	55.7%
Q9-11. Public lounge	6.0%	12.0%	24.0%	57.9%
Q9-12. Racquetball courts	4.2%	7.8%	21.1%	66.9%
Q9-13. Rentable kitchen facilities	8.2%	10.6%	28.2%	52.9%
Q9-14. Senior Center	13.3%	20.9%	28.0%	37.9%
Q9-15. Spin room	8.5%	6.2%	16.9%	68.5%
Q9-16. Splash pads	15.9%	28.3%	34.5%	21.2%
Q9-17. Swimming pool for lap swimming	9.1%	17.0%	27.5%	46.4%
Q9-18. Swimming pool for leisure/play	15.9%	21.9%	32.2%	29.9%
Q9-19. Swimming pool for lessons	16.7%	23.1%	32.1%	28.2%
Q9-20. Swimming pool therapeutic programs	10.0%	11.3%	22.6%	56.1%
Q9-21. Teaching kitchen	5.8%	4.1%	11.6%	78.5%
Q9-22. Sports fields	26.4%	35.2%	26.1%	12.3%

WITHOUT NO NEED

Q9. Please indicate how well your needs are being met for each of the spaces/amenities listed below on a scale of 1 to 4, where 4 means your needs are "Fully Met," and 1 means your needs are "Not Met" at all. (without "no need")

	Fully met	Mostly met	Partly met	Not met
Q9-23. Outdoor multi-use courts	15.0%	24.6%	40.8%	19.6%
Q9-24. Picnic areas	23.8%	30.7%	31.6%	13.9%
Q9-25. Playgrounds	30.0%	38.0%	26.8%	5.2%
Q9-26. Shade structures	13.4%	26.7%	41.3%	18.6%
Q9-27. Skate park	25.0%	22.0%	29.2%	23.8%
Q9-28. Community garden	6.2%	10.3%	21.9%	61.6%
Q9-29. Walking trails	19.4%	29.6%	34.6%	16.5%

Q10. Which FOUR spaces/amenities from the list in Question 9 are MOST IMPORTANT to your household?

Q10. Top choice	Number	Percent
Cardio equipment/free weights	28	6.2 %
Child watch area	7	1.5 %
eSports gaming area	3	0.7 %
Special event space	13	2.9 %
Game room (table tennis, pool table, foosball, etc.)	3	0.7 %
Indoor basketball/volleyball courts (indoor gyms)	16	3.5 %
Indoor running/walking track	35	7.7 %
Meeting rooms	3	0.7 %
Multi-use spaces for fitness classes or group exercise	10	2.2 %
Pickleball courts	35	7.7 %
Racquetball courts	3	0.7 %
Senior Center	21	4.6 %
Splash pads	6	1.3 %
Swimming pool for lap swimming	30	6.6 %
Swimming pool for leisure/play	19	4.2 %
Swimming pool for lessons	7	1.5 %
Swimming pool therapeutic programs	11	2.4 %
Sports fields	13	2.9 %
Outdoor multi-use courts	5	1.1 %
Picnic areas	3	0.7 %
Playgrounds	12	2.6 %
Shade structures	9	2.0 %
Skate park	3	0.7 %
Community garden	9	2.0 %
Walking trails	102	22.4 %
None chosen	49	10.8 %
Total	455	100.0 %

Q10. Which FOUR spaces/amenities from the list in Question 9 are MOST IMPORTANT to your household?

Q10. 2nd choice	Number	Percent
Cardio equipment/free weights	16	3.5 %
Child watch area	5	1.1 %
eSports gaming area	4	0.9 %
Special event space	13	2.9 %
Game room (table tennis, pool table, foosball, etc.)	10	2.2 %
Indoor basketball/volleyball courts (indoor gyms)	13	2.9 %
Indoor running/walking track	55	12.1 %
Meeting rooms	8	1.8 %
Multi-use spaces for fitness classes or group exercise	14	3.1 %
Pickleball courts	21	4.6 %
Public lounge	8	1.8 %
Racquetball courts	3	0.7 %
Rentable kitchen facilities	4	0.9 %
Senior Center	15	3.3 %
Spin room	1	0.2 %
Splash pads	8	1.8 %
Swimming pool for lap swimming	28	6.2 %
Swimming pool for leisure/play	28	6.2 %
Swimming pool for lessons	9	2.0 %
Swimming pool therapeutic programs	10	2.2 %
Teaching kitchen	1	0.2 %
Sports fields	10	2.2 %
Outdoor multi-use courts	8	1.8 %
Picnic areas	13	2.9 %
Playgrounds	19	4.2 %
Shade structures	11	2.4 %
Skate park	1	0.2 %
Community garden	18	4.0 %
Walking trails	40	8.8 %
None chosen	61	13.4 %
Total	455	100.0 %

Q10. Which FOUR spaces/amenities from the list in Question 9 are MOST IMPORTANT to your household?

Q10. 3rd choice	Number	Percent
Cardio equipment/free weights	15	3.3 %
Child watch area	3	0.7 %
eSports gaming area	2	0.4 %
Special event space	9	2.0 %
Game room (table tennis, pool table, foosball, etc.)	6	1.3 %
Indoor basketball/volleyball courts (indoor gyms)	11	2.4 %
Indoor running/walking track	33	7.3 %
Meeting rooms	11	2.4 %
Multi-use spaces for fitness classes or group exercise	11	2.4 %
Pickleball courts	14	3.1 %
Public lounge	4	0.9 %
Racquetball courts	6	1.3 %
Rentable kitchen facilities	3	0.7 %
Senior Center	20	4.4 %
Spin room	2	0.4 %
Splash pads	11	2.4 %
Swimming pool for lap swimming	28	6.2 %
Swimming pool for leisure/play	26	5.7 %
Swimming pool for lessons	1	0.2 %
Swimming pool therapeutic programs	11	2.4 %
Teaching kitchen	7	1.5 %
Sports fields	13	2.9 %
Outdoor multi-use courts	10	2.2 %
Picnic areas	14	3.1 %
Playgrounds	11	2.4 %
Shade structures	27	5.9 %
Skate park	1	0.2 %
Community garden	26	5.7 %
Walking trails	43	9.5 %
None chosen	76	16.7 %
Total	455	100.0 %

Q10. Which FOUR spaces/amenities from the list in Question 9 are MOST IMPORTANT to your household?

Q10. 4th choice	Number	Percent
Cardio equipment/free weights	28	6.2 %
Child watch area	5	1.1 %
eSports gaming area	4	0.9 %
Special event space	10	2.2 %
Game room (table tennis, pool table, foosball, etc.)	8	1.8 %
Indoor basketball/volleyball courts (indoor gyms)	8	1.8 %
Indoor running/walking track	22	4.8 %
Meeting rooms	9	2.0 %
Multi-use spaces for fitness classes or group exercise	12	2.6 %
Pickleball courts	12	2.6 %
Public lounge	5	1.1 %
Racquetball courts	4	0.9 %
Rentable kitchen facilities	6	1.3 %
Senior Center	12	2.6 %
Spin room	3	0.7 %
Splash pads	8	1.8 %
Swimming pool for lap swimming	14	3.1 %
Swimming pool for leisure/play	22	4.8 %
Swimming pool for lessons	9	2.0 %
Swimming pool therapeutic programs	13	2.9 %
Teaching kitchen	10	2.2 %
Sports fields	11	2.4 %
Outdoor multi-use courts	7	1.5 %
Picnic areas	14	3.1 %
Playgrounds	14	3.1 %
Shade structures	21	4.6 %
Skate park	2	0.4 %
Community garden	18	4.0 %
Walking trails	35	7.7 %
None chosen	109	24.0 %
Total	455	100.0 %

SUM OF TOP 4 CHOICES**Q10. Which FOUR spaces/amenities from the list in Question 9 are MOST IMPORTANT to your household? (top 4)**

<u>Q10. Top choice</u>	<u>Number</u>	<u>Percent</u>
Cardio equipment/free weights	87	19.1 %
Child watch area	20	4.4 %
eSports gaming area	13	2.9 %
Special event space	45	9.9 %
Game room (table tennis, pool table, foosball, etc.)	27	5.9 %
Indoor basketball/volleyball courts (indoor gyms)	48	10.5 %
Indoor running/walking track	145	31.9 %
Meeting rooms	31	6.8 %
Multi-use spaces for fitness classes or group exercise	47	10.3 %
Pickleball courts	82	18.0 %
Public lounge	17	3.7 %
Racquetball courts	16	3.5 %
Rentable kitchen facilities	13	2.9 %
Senior Center	68	14.9 %
Spin room	6	1.3 %
Splash pads	33	7.3 %
Swimming pool for lap swimming	100	22.0 %
Swimming pool for leisure/play	95	20.9 %
Swimming pool for lessons	26	5.7 %
Swimming pool therapeutic programs	45	9.9 %
Teaching kitchen	18	4.0 %
Sports fields	47	10.3 %
Outdoor multi-use courts	30	6.6 %
Picnic areas	44	9.7 %
Playgrounds	56	12.3 %
Shade structures	68	14.9 %
Skate park	7	1.5 %
Community garden	71	15.6 %
Walking trails	220	48.4 %
None chosen	49	10.8 %
Total	1574	

Q11. Please indicate how well your needs are being met for each of the programs/activities listed below on a scale of 1 to 4, where 4 means your needs are "Fully Met," and 1 means your needs are "Not Met" at all.

(N=455)

	Fully met	Mostly met	Partly met	Not met	No need
Q11-1. Adult fitness & wellness programs	7.7%	9.2%	20.9%	30.1%	32.1%
Q11-2. Adult sports leagues	7.0%	10.3%	15.6%	12.7%	54.3%
Q11-3. After school programs for youth of all ages	3.1%	5.9%	14.5%	10.1%	66.4%
Q11-4. Arts & crafts programs & activities	2.6%	5.3%	20.4%	24.0%	47.7%
Q11-5. Community special events	5.9%	15.4%	27.9%	16.0%	34.7%
Q11-6. Cultural enrichment programs	4.6%	9.7%	20.2%	22.6%	42.9%
Q11-7. Dance lessons & programs	3.1%	4.8%	12.3%	20.9%	58.9%
Q11-8. Drop-in babysitting while using facility	1.3%	1.1%	4.4%	16.5%	76.7%
Q11-9. eGaming/eSports	1.8%	2.0%	4.6%	12.1%	79.6%
Q11-10. Environmental education/nature programs	4.8%	8.6%	26.8%	22.0%	37.8%
Q11-11. Group fitness programs (Zumba, Yoga)	5.1%	4.2%	16.5%	24.4%	49.9%
Q11-12. Gymnastics/tumbling programs	2.4%	3.3%	6.6%	17.6%	70.1%
Q11-13. Healthy eating programs & dieting programs	3.1%	4.6%	11.9%	29.7%	50.8%
Q11-14. Music classes & programs	2.4%	3.5%	10.5%	27.7%	55.8%
Q11-15. Outdoor environmental/nature camps & programs	3.7%	6.2%	20.2%	24.6%	45.3%
Q11-16. Pickleball leagues	2.6%	3.5%	9.5%	22.4%	62.0%
Q11-17. Preschool programs/early childhood education	2.0%	3.1%	10.1%	9.0%	75.8%
Q11-18. Recreation/competitive swim team	4.4%	4.6%	10.8%	10.8%	69.5%
Q11-19. Self-directed fitness (cardio/weights)	6.6%	7.3%	14.3%	27.0%	44.8%
Q11-20. Senior programs	5.5%	7.7%	15.6%	17.8%	53.4%
Q11-21. Special events	5.3%	12.5%	24.8%	14.1%	43.3%

Q11. Please indicate how well your needs are being met for each of the programs/activities listed below on a scale of 1 to 4, where 4 means your needs are "Fully Met," and 1 means your needs are "Not Met" at all.

	Fully met	Mostly met	Partly met	Not met	No need
Q11-22. Special interest classes (gardening, writing, book clubs)	3.3%	5.9%	18.2%	31.0%	41.5%
Q11-23. STEAM (science, technology, engineering, arts & mathematics)/Tech classes	1.8%	4.4%	11.2%	25.5%	57.1%
Q11-24. Swim lessons	4.6%	10.3%	15.2%	11.2%	58.7%
Q11-25. Teen programs	2.2%	3.7%	10.8%	15.4%	67.9%
Q11-26. Tennis lessons & leagues	5.1%	5.1%	10.8%	11.6%	67.5%
Q11-27. Water fitness programs/lap swimming	4.6%	5.1%	15.2%	26.4%	48.8%
Q11-28. Youth fitness & wellness classes	2.6%	4.6%	10.3%	15.8%	66.6%
Q11-29. Youth performing arts programs (dance/music)	2.2%	3.5%	7.7%	17.1%	69.5%
Q11-30. Youth sports leagues	7.7%	11.6%	12.3%	6.4%	62.0%
Q11-31. Youth sports programs & camps	6.4%	11.9%	11.4%	7.9%	62.4%
Q11-32. Youth summer camp programs	5.7%	9.0%	13.0%	9.9%	62.4%
Q11-33. Youth summer programs & camps	5.3%	8.1%	15.2%	9.7%	61.8%
Q11-34. Youth visual arts/crafts/performing arts programs	2.2%	4.8%	11.6%	14.3%	67.0%

WITHOUT NO NEED

Q11. Please indicate how well your needs are being met for each of the programs/activities listed below on a scale of 1 to 4, where 4 means your needs are "Fully Met," and 1 means your needs are "Not Met" at all. (without "no need")

(N=455)

	Fully met	Mostly met	Partly met	Not met
Q11-1. Adult fitness & wellness programs	11.3%	13.6%	30.7%	44.3%
Q11-2. Adult sports leagues	15.4%	22.6%	34.1%	27.9%
Q11-3. After school programs for youth of all ages	9.2%	17.6%	43.1%	30.1%
Q11-4. Arts & crafts programs & activities	5.0%	10.1%	39.1%	45.8%
Q11-5. Community special events	9.1%	23.6%	42.8%	24.6%
Q11-6. Cultural enrichment programs	8.1%	16.9%	35.4%	39.6%
Q11-7. Dance lessons & programs	7.5%	11.8%	29.9%	50.8%
Q11-8. Drop-in babysitting while using facility	5.7%	4.7%	18.9%	70.8%
Q11-9. eGaming/eSports	8.6%	9.7%	22.6%	59.1%
Q11-10. Environmental education/nature programs	7.8%	13.8%	43.1%	35.3%
Q11-11. Group fitness programs (Zumba, Yoga)	10.1%	8.3%	32.9%	48.7%
Q11-12. Gymnastics/tumbling programs	8.1%	11.0%	22.1%	58.8%
Q11-13. Healthy eating programs & dieting programs	6.3%	9.4%	24.1%	60.3%
Q11-14. Music classes & programs	5.5%	8.0%	23.9%	62.7%
Q11-15. Outdoor environmental/nature camps & programs	6.8%	11.2%	36.9%	45.0%
Q11-16. Pickleball leagues	6.9%	9.2%	24.9%	59.0%
Q11-17. Preschool programs/early childhood education	8.2%	12.7%	41.8%	37.3%
Q11-18. Recreation/competitive swim team	14.4%	15.1%	35.3%	35.3%
Q11-19. Self-directed fitness (cardio/weights)	12.0%	13.1%	25.9%	49.0%
Q11-20. Senior programs	11.8%	16.5%	33.5%	38.2%
Q11-21. Special events	9.3%	22.1%	43.8%	24.8%

WITHOUT NO NEED

Q11. Please indicate how well your needs are being met for each of the programs/activities listed below on a scale of 1 to 4, where 4 means your needs are "Fully Met," and 1 means your needs are "Not Met" at all. (without "no need")

	Fully met	Mostly met	Partly met	Not met
Q11-22. Special interest classes (gardening, writing, book clubs)	5.6%	10.2%	31.2%	53.0%
Q11-23. STEAM (science, technology, engineering, arts & mathematics)/Tech classes	4.1%	10.3%	26.2%	59.5%
Q11-24. Swim lessons	11.2%	25.0%	36.7%	27.1%
Q11-25. Teen programs	6.8%	11.6%	33.6%	47.9%
Q11-26. Tennis lessons & leagues	15.5%	15.5%	33.1%	35.8%
Q11-27. Water fitness programs/lap swimming	9.0%	9.9%	29.6%	51.5%
Q11-28. Youth fitness & wellness classes	7.9%	13.8%	30.9%	47.4%
Q11-29. Youth performing arts programs (dance/music)	7.2%	11.5%	25.2%	56.1%
Q11-30. Youth sports leagues	20.2%	30.6%	32.4%	16.8%
Q11-31. Youth sports programs & camps	17.0%	31.6%	30.4%	21.1%
Q11-32. Youth summer camp programs	15.2%	24.0%	34.5%	26.3%
Q11-33. Youth summer programs & camps	13.8%	21.3%	39.7%	25.3%
Q11-34. Youth visual arts/crafts/performing arts programs	6.7%	14.7%	35.3%	43.3%

Q12. Which FOUR programs/activities from the list in Question 11 are MOST IMPORTANT to your household?

Q12. Top choice	Number	Percent
Adult fitness & wellness programs	74	16.3 %
Adult sports leagues	20	4.4 %
After school programs for youth of all ages	11	2.4 %
Arts & crafts programs & activities	26	5.7 %
Community special events	24	5.3 %
Cultural enrichment programs	9	2.0 %
Dance lessons & programs	8	1.8 %
Drop-in babysitting while using facility	3	0.7 %
Environmental education/nature programs	13	2.9 %
Group fitness programs (Zumba, Yoga)	8	1.8 %
Gymnastics/tumbling programs	1	0.2 %
Healthy eating programs & dieting programs	4	0.9 %
Music classes & programs	1	0.2 %
Outdoor environmental/nature camps & programs	11	2.4 %
Pickleball leagues	23	5.1 %
Preschool programs/early childhood education	5	1.1 %
Recreation/competitive swim team	2	0.4 %
Self-directed fitness (cardio/weights)	10	2.2 %
Senior programs	17	3.7 %
Special events	6	1.3 %
Special interest classes (gardening, writing, book clubs)	11	2.4 %
STEAM (science, technology, engineering, arts & mathematics)/ Tech classes	5	1.1 %
Swim lessons	12	2.6 %
Teen programs	9	2.0 %
Tennis lessons & leagues	8	1.8 %
Water fitness programs/lap swimming	27	5.9 %
Youth performing arts programs (dance/music)	1	0.2 %
Youth sports leagues	11	2.4 %
Youth sports programs & camps	3	0.7 %
Youth summer camp programs	3	0.7 %
Youth summer programs & camps	4	0.9 %
Youth visual arts/crafts/performing arts programs	4	0.9 %
None chosen	81	17.8 %
Total	455	100.0 %

Q12. Which FOUR programs/activities from the list in Question 11 are MOST IMPORTANT to your household?

Q12. 2nd choice	Number	Percent
Adult fitness & wellness programs	37	8.1 %
Adult sports leagues	10	2.2 %
After school programs for youth of all ages	8	1.8 %
Arts & crafts programs & activities	10	2.2 %
Community special events	25	5.5 %
Cultural enrichment programs	19	4.2 %
Dance lessons & programs	7	1.5 %
Drop-in babysitting while using facility	7	1.5 %
eGaming/eSports	2	0.4 %
Environmental education/nature programs	14	3.1 %
Group fitness programs (Zumba, Yoga)	25	5.5 %
Gymnastics/tumbling programs	2	0.4 %
Healthy eating programs & dieting programs	10	2.2 %
Music classes & programs	9	2.0 %
Outdoor environmental/nature camps & programs	17	3.7 %
Pickleball leagues	12	2.6 %
Preschool programs/early childhood education	6	1.3 %
Recreation/competitive swim team	2	0.4 %
Self-directed fitness (cardio/weights)	15	3.3 %
Senior programs	18	4.0 %
Special events	10	2.2 %
Special interest classes (gardening, writing, book clubs)	20	4.4 %
STEAM (science, technology, engineering, arts & mathematics)/		
Tech classes	9	2.0 %
Swim lessons	8	1.8 %
Teen programs	3	0.7 %
Tennis lessons & leagues	4	0.9 %
Water fitness programs/lap swimming	16	3.5 %
Youth fitness & wellness classes	3	0.7 %
Youth performing arts programs (dance/music)	2	0.4 %
Youth sports leagues	6	1.3 %
Youth sports programs & camps	7	1.5 %
Youth summer camp programs	3	0.7 %
Youth summer programs & camps	6	1.3 %
Youth visual arts/crafts/performing arts programs	1	0.2 %
None chosen	102	22.4 %
Total	455	100.0 %

Q12. Which FOUR programs/activities from the list in Question 11 are MOST IMPORTANT to your household?

Q12. 3rd choice	Number	Percent
Adult fitness & wellness programs	14	3.1 %
Adult sports leagues	6	1.3 %
After school programs for youth of all ages	4	0.9 %
Arts & crafts programs & activities	16	3.5 %
Community special events	15	3.3 %
Cultural enrichment programs	23	5.1 %
Dance lessons & programs	5	1.1 %
Drop-in babysitting while using facility	6	1.3 %
Environmental education/nature programs	16	3.5 %
Group fitness programs (Zumba, Yoga)	24	5.3 %
Gymnastics/tumbling programs	5	1.1 %
Healthy eating programs & dieting programs	7	1.5 %
Music classes & programs	10	2.2 %
Outdoor environmental/nature camps & programs	13	2.9 %
Pickleball leagues	14	3.1 %
Preschool programs/early childhood education	3	0.7 %
Recreation/competitive swim team	2	0.4 %
Self-directed fitness (cardio/weights)	17	3.7 %
Senior programs	28	6.2 %
Special events	16	3.5 %
Special interest classes (gardening, writing, book clubs)	22	4.8 %
STEAM (science, technology, engineering, arts & mathematics)/		
Tech classes	10	2.2 %
Swim lessons	4	0.9 %
Teen programs	4	0.9 %
Tennis lessons & leagues	3	0.7 %
Water fitness programs/lap swimming	14	3.1 %
Youth fitness & wellness classes	3	0.7 %
Youth performing arts programs (dance/music)	4	0.9 %
Youth sports leagues	6	1.3 %
Youth sports programs & camps	10	2.2 %
Youth summer camp programs	6	1.3 %
Youth summer programs & camps	3	0.7 %
Youth visual arts/crafts/performing arts programs	1	0.2 %
None chosen	121	26.6 %
Total	455	100.0 %

Q12. Which FOUR programs/activities from the list in Question 11 are MOST IMPORTANT to your household?

Q12. 4th choice	Number	Percent
Adult fitness & wellness programs	18	4.0 %
Adult sports leagues	10	2.2 %
After school programs for youth of all ages	3	0.7 %
Arts & crafts programs & activities	18	4.0 %
Community special events	14	3.1 %
Cultural enrichment programs	11	2.4 %
Dance lessons & programs	12	2.6 %
Drop-in babysitting while using facility	5	1.1 %
eGaming/eSports	4	0.9 %
Environmental education/nature programs	14	3.1 %
Group fitness programs (Zumba, Yoga)	11	2.4 %
Gymnastics/tumbling programs	4	0.9 %
Healthy eating programs & dieting programs	14	3.1 %
Music classes & programs	8	1.8 %
Outdoor environmental/nature camps & programs	12	2.6 %
Pickleball leagues	4	0.9 %
Preschool programs/early childhood education	5	1.1 %
Self-directed fitness (cardio/weights)	11	2.4 %
Senior programs	13	2.9 %
Special events	13	2.9 %
Special interest classes (gardening, writing, book clubs)	23	5.1 %
STEAM (science, technology, engineering, arts & mathematics)/		
Tech classes	14	3.1 %
Swim lessons	2	0.4 %
Teen programs	4	0.9 %
Tennis lessons & leagues	6	1.3 %
Water fitness programs/lap swimming	20	4.4 %
Youth fitness & wellness classes	1	0.2 %
Youth performing arts programs (dance/music)	2	0.4 %
Youth sports leagues	5	1.1 %
Youth sports programs & camps	10	2.2 %
Youth summer camp programs	7	1.5 %
Youth summer programs & camps	4	0.9 %
Youth visual arts/crafts/performing arts programs	5	1.1 %
None chosen	148	32.5 %
Total	455	100.0 %

SUM OF TOP 4 CHOICES**Q12. Which FOUR programs/activities from the list in Question 11 are MOST IMPORTANT to your household? (top 4)**

<u>Q12. Top choice</u>	<u>Number</u>	<u>Percent</u>
Adult fitness & wellness programs	143	31.4 %
Adult sports leagues	46	10.1 %
After school programs for youth of all ages	26	5.7 %
Arts & crafts programs & activities	70	15.4 %
Community special events	78	17.1 %
Cultural enrichment programs	62	13.6 %
Dance lessons & programs	32	7.0 %
Drop-in babysitting while using facility	21	4.6 %
eGaming/eSports	6	1.3 %
Environmental education/nature programs	57	12.5 %
Group fitness programs (Zumba, Yoga)	68	14.9 %
Gymnastics/tumbling programs	12	2.6 %
Healthy eating programs & dieting programs	35	7.7 %
Music classes & programs	28	6.2 %
Outdoor environmental/nature camps & programs	53	11.6 %
Pickleball leagues	53	11.6 %
Preschool programs/early childhood education	19	4.2 %
Recreation/competitive swim team	6	1.3 %
Self-directed fitness (cardio/weights)	53	11.6 %
Senior programs	76	16.7 %
Special events	45	9.9 %
Special interest classes (gardening, writing, book clubs)	76	16.7 %
STEAM (science, technology, engineering, arts & mathematics)/ Tech classes	38	8.4 %
Swim lessons	26	5.7 %
Teen programs	20	4.4 %
Tennis lessons & leagues	21	4.6 %
Water fitness programs/lap swimming	77	16.9 %
Youth fitness & wellness classes	7	1.5 %
Youth performing arts programs (dance/music)	9	2.0 %
Youth sports leagues	28	6.2 %
Youth sports programs & camps	30	6.6 %
Youth summer camp programs	19	4.2 %
Youth summer programs & camps	17	3.7 %
Youth visual arts/crafts/performing arts programs	11	2.4 %
None chosen	81	17.8 %
Total	1449	

Q13. Please indicate how important each of the following are when thinking about indoor recreation in the City of College Station.

(N=455)

	Very important	Important	Neutral	Not important	Not at all important	Not provided
Q13-1. Fees/costs to use	48.6%	31.2%	9.9%	2.6%	3.7%	4.0%
Q13-2. Operate to maximize cost recovery & minimize amount of subsidy from other financial sources (e.g., City's financial general fund)	22.6%	29.5%	28.8%	8.8%	4.4%	5.9%
Q13-3. Classes and/or programs offered	39.8%	38.0%	11.0%	1.1%	4.0%	6.2%
Q13-4. Fun features & amenities	33.8%	39.1%	12.3%	4.6%	4.0%	6.2%
Q13-5. Available space to grow or expand in the future	26.4%	37.8%	20.4%	3.7%	5.7%	5.9%
Q13-6. Proximity to your residence	28.8%	35.2%	22.6%	4.4%	4.2%	4.8%
Q13-7. Location fits with & enhances economic development in the surrounding area	21.3%	34.1%	24.8%	7.9%	5.9%	5.9%
Q13-8. Other	3.7%	0.9%	0.4%	0.0%	0.2%	94.7%

WITHOUT NOT PROVIDED**Q13. Please indicate how important each of the following are when thinking about indoor recreation in the City of College Station. (without "not provided")**

(N=455)

	Very important	Important	Neutral	Not important	Not at all important
Q13-1. Fees/costs to use	50.6%	32.5%	10.3%	2.7%	3.9%
Q13-2. Operate to maximize cost recovery & minimize amount of subsidy from other financial sources (e.g., City's financial general fund)	24.1%	31.3%	30.6%	9.3%	4.7%
Q13-3. Classes and/or programs offered	42.4%	40.5%	11.7%	1.2%	4.2%
Q13-4. Fun features & amenities	36.1%	41.7%	13.1%	4.9%	4.2%
Q13-5. Available space to grow or expand in the future	28.0%	40.2%	21.7%	4.0%	6.1%
Q13-6. Proximity to your residence	30.3%	37.0%	23.8%	4.6%	4.4%
Q13-7. Location fits with & enhances economic development in the surrounding area	22.7%	36.2%	26.4%	8.4%	6.3%
Q13-8. Other	70.8%	16.7%	8.3%	0.0%	4.2%

Q14. Which TWO of the items from the list in Question 13 should the City of College Station place the greatest emphasis on when planning for the future of indoor recreation centers?

Q14. Top choice	Number	Percent
Fees/costs to use	171	37.6 %
Operate to maximize cost recovery & minimize amount of subsidy from other financial sources (e.g., City's financial general fund)	50	11.0 %
Classes and/or programs offered	82	18.0 %
Fun features & amenities	34	7.5 %
Available space to grow or expand in the future	21	4.6 %
Proximity to your residence	29	6.4 %
Location fits with & enhances economic development in the surrounding area	22	4.8 %
None chosen	46	10.1 %
Total	455	100.0 %

Q14. Which TWO of the items from the list in Question 13 should the City of College Station place the greatest emphasis on when planning for the future of indoor recreation centers?

Q14. 2nd choice	Number	Percent
Fees/costs to use	68	14.9 %
Operate to maximize cost recovery & minimize amount of subsidy from other financial sources (e.g., City's financial general fund)	49	10.8 %
Classes and/or programs offered	92	20.2 %
Fun features & amenities	65	14.3 %
Available space to grow or expand in the future	29	6.4 %
Proximity to your residence	50	11.0 %
Location fits with & enhances economic development in the surrounding area	31	6.8 %
None chosen	71	15.6 %
Total	455	100.0 %

SUM OF TOP 2 CHOICES

Q14. Which TWO of the items from the list in Question 13 should the City of College Station place the greatest emphasis on when planning for the future of indoor recreation centers? (top 2)

Q14. Top choice	Number	Percent
Fees/costs to use	239	52.5 %
Operate to maximize cost recovery & minimize amount of subsidy from other financial sources (e.g., City's financial general fund)	99	21.8 %
Classes and/or programs offered	174	38.2 %
Fun features & amenities	99	21.8 %
Available space to grow or expand in the future	50	11.0 %
Proximity to your residence	79	17.4 %
Location fits with & enhances economic development in the surrounding area	53	11.6 %
None chosen	46	10.1 %
Total	839	

Q15. Using a scale of 1 to 5, where 5 means "Strongly Agree" and 1 means "Strongly Disagree," please rate your level of agreement with the following statements.

(N=455)

	Strongly agree	Agree	Neutral	Disagree	Strongly disagree	Don't know
Q15-1. It is valuable to me to have an indoor community recreation center	32.7%	36.5%	14.7%	3.7%	6.4%	5.9%
Q15-2. I believe an indoor community recreation center boosts property values in the community	25.5%	30.5%	20.9%	6.4%	5.9%	10.8%
Q15-3. The community needs an indoor community recreation center	34.1%	31.4%	17.1%	4.6%	7.5%	5.3%
Q15-4. The community needs to create a regional attraction by having facilities for hosting tournaments & events in our community	25.7%	25.7%	22.4%	10.3%	8.8%	7.0%
Q15-5. An indoor community recreation center should include a social gathering component	27.0%	35.2%	21.8%	3.5%	5.3%	7.3%
Q15-6. Our community needs more fitness, recreation, & social opportunities	31.0%	34.7%	15.8%	4.2%	7.0%	7.3%
Q15-7. Our community needs more fitness, recreation, & social opportunities for seniors	32.5%	29.0%	14.1%	3.5%	6.4%	14.5%
Q15-8. Our community needs more fitness, recreation, social, & afterschool opportunities for our youth	27.5%	28.6%	16.7%	4.6%	5.1%	17.6%
Q15-9. The community needs a new indoor community recreation center to serve growing needs of the community's recreation desires	33.2%	29.7%	16.5%	4.8%	7.3%	8.6%
Q15-10. The community needs a new aquatics/pool facility that includes lap lanes, therapy areas, & general play features for all ages	42.4%	23.7%	13.2%	3.7%	7.5%	9.5%

Q15. Using a scale of 1 to 5, where 5 means "Strongly Agree" and 1 means "Strongly Disagree," please rate your level of agreement with the following statements.

	Strongly agree	Agree	Neutral	Disagree	Strongly disagree	Don't know
Q15-11. A new indoor community recreation center should be designed to include amenities & facilities that all residents can use regardless of age or ability	49.2%	29.2%	7.9%	2.2%	5.1%	6.4%
Q15-12. A new indoor community recreation center would contribute to the economic health of our community	34.5%	27.3%	15.2%	5.3%	6.6%	11.2%

WITHOUT DON'T KNOW

Q15. Using a scale of 1 to 5, where 5 means "Strongly Agree" and 1 means "Strongly Disagree," please rate your level of agreement with the following statements. (without "don't know")

(N=455)

	Strongly agree	Agree	Neutral	Disagree	Strongly disagree
Q15-1. It is valuable to me to have an indoor community recreation center	34.8%	38.8%	15.7%	4.0%	6.8%
Q15-2. I believe an indoor community recreation center boosts property values in the community	28.6%	34.2%	23.4%	7.1%	6.7%
Q15-3. The community needs an indoor community recreation center	36.0%	33.2%	18.1%	4.9%	7.9%
Q15-4. The community needs to create a regional attraction by having facilities for hosting tournaments & events in our community	27.7%	27.7%	24.1%	11.1%	9.5%
Q15-5. An indoor community recreation center should include a social gathering component	29.1%	37.9%	23.5%	3.8%	5.7%
Q15-6. Our community needs more fitness, recreation, & social opportunities	33.4%	37.4%	17.1%	4.5%	7.6%
Q15-7. Our community needs more fitness, recreation, & social opportunities for seniors	38.0%	33.9%	16.5%	4.1%	7.5%
Q15-8. Our community needs more fitness, recreation, social, & afterschool opportunities for our youth	33.3%	34.7%	20.3%	5.6%	6.1%
Q15-9. The community needs a new indoor community recreation center to serve growing needs of the community's recreation desires	36.3%	32.5%	18.0%	5.3%	7.9%

WITHOUT DON'T KNOW

Q15. Using a scale of 1 to 5, where 5 means "Strongly Agree" and 1 means "Strongly Disagree," please rate your level of agreement with the following statements. (without "don't know")

	Strongly agree	Agree	Neutral	Disagree	Strongly disagree
Q15-10. The community needs a new aquatics/pool facility that includes lap lanes, therapy areas, & general play features for all ages	46.8%	26.2%	14.6%	4.1%	8.3%
Q15-11. A new indoor community recreation center should be designed to include amenities & facilities that all residents can use regardless of age or ability	52.6%	31.2%	8.5%	2.3%	5.4%
Q15-12. A new indoor community recreation center would contribute to the economic health of our community	38.9%	30.7%	17.1%	5.9%	7.4%

Q16. Which THREE of the items listed in Question 15 do you think are MOST IMPORTANT when thinking about a new indoor community recreation center?

<u>Q16. Top choice</u>	<u>Number</u>	<u>Percent</u>
It is valuable to me to have an indoor community recreation center	59	13.0 %
I believe an indoor community recreation center boosts property values in the community	10	2.2 %
The community needs an indoor community recreation center	45	9.9 %
The community needs to create a regional attraction by having facilities for hosting tournaments & events in our community	30	6.6 %
An indoor community recreation center should include a social gathering component	19	4.2 %
Our community needs more fitness, recreation, & social opportunities	45	9.9 %
Our community needs more fitness, recreation, & social opportunities for seniors	36	7.9 %
Our community needs more fitness, recreation, social, & afterschool opportunities for our youth	15	3.3 %
The community needs a new indoor community recreation center to serve growing needs of the community's recreation desires	12	2.6 %
The community needs a new aquatics/pool facility that includes lap lanes, therapy areas, & general play features for all ages	50	11.0 %
A new indoor community recreation center should be designed to include amenities & facilities that all residents can use regardless of age or ability	46	10.1 %
A new indoor community recreation center would contribute to the economic health of our community	9	2.0 %
None chosen	79	17.4 %
Total	455	100.0 %

Q16. Which THREE of the items listed in Question 15 do you think are MOST IMPORTANT when thinking about a new indoor community recreation center?

Q16. 2nd choice	Number	Percent
It is valuable to me to have an indoor community recreation center	32	7.0 %
I believe an indoor community recreation center boosts property values in the community	23	5.1 %
The community needs an indoor community recreation center	25	5.5 %
The community needs to create a regional attraction by having facilities for hosting tournaments & events in our community	27	5.9 %
An indoor community recreation center should include a social gathering component	24	5.3 %
Our community needs more fitness, recreation, & social opportunities	31	6.8 %
Our community needs more fitness, recreation, & social opportunities for seniors	30	6.6 %
Our community needs more fitness, recreation, social, & afterschool opportunities for our youth	22	4.8 %
The community needs a new indoor community recreation center to serve growing needs of the community's recreation desires	19	4.2 %
The community needs a new aquatics/pool facility that includes lap lanes, therapy areas, & general play features for all ages	52	11.4 %
A new indoor community recreation center should be designed to include amenities & facilities that all residents can use regardless of age or ability	59	13.0 %
A new indoor community recreation center would contribute to the economic health of our community	14	3.1 %
None chosen	97	21.3 %
Total	455	100.0 %

Q16. Which THREE of the items listed in Question 15 do you think are MOST IMPORTANT when thinking about a new indoor community recreation center?

Q16. 3rd choice	Number	Percent
It is valuable to me to have an indoor community recreation center	26	5.7 %
I believe an indoor community recreation center boosts property values in the community	10	2.2 %
The community needs an indoor community recreation center	29	6.4 %
The community needs to create a regional attraction by having facilities for hosting tournaments & events in our community	19	4.2 %
An indoor community recreation center should include a social gathering component	26	5.7 %
Our community needs more fitness, recreation, & social opportunities	33	7.3 %
Our community needs more fitness, recreation, & social opportunities for seniors	26	5.7 %
Our community needs more fitness, recreation, social, & afterschool opportunities for our youth	22	4.8 %
The community needs a new indoor community recreation center to serve growing needs of the community's recreation desires	30	6.6 %
The community needs a new aquatics/pool facility that includes lap lanes, therapy areas, & general play features for all ages	34	7.5 %
A new indoor community recreation center should be designed to include amenities & facilities that all residents can use regardless of age or ability	51	11.2 %
A new indoor community recreation center would contribute to the economic health of our community	23	5.1 %
None chosen	126	27.7 %
Total	455	100.0 %

SUM OF TOP 3 CHOICES**Q16. Which THREE of the items listed in Question 15 do you think are MOST IMPORTANT when thinking about a new indoor community recreation center? (top 3)**

<u>Q16. Top choice</u>	<u>Number</u>	<u>Percent</u>
It is valuable to me to have an indoor community recreation center	117	25.7 %
I believe an indoor community recreation center boosts property values in the community	43	9.5 %
The community needs an indoor community recreation center	99	21.8 %
The community needs to create a regional attraction by having facilities for hosting tournaments & events in our community	76	16.7 %
An indoor community recreation center should include a social gathering component	69	15.2 %
Our community needs more fitness, recreation, & social opportunities	109	24.0 %
Our community needs more fitness, recreation, & social opportunities for seniors	92	20.2 %
Our community needs more fitness, recreation, social, & afterschool opportunities for our youth	59	13.0 %
The community needs a new indoor community recreation center to serve growing needs of the community's recreation desires	61	13.4 %
The community needs a new aquatics/pool facility that includes lap lanes, therapy areas, & general play features for all ages	136	29.9 %
A new indoor community recreation center should be designed to include amenities & facilities that all residents can use regardless of age or ability	156	34.3 %
A new indoor community recreation center would contribute to the economic health of our community	46	10.1 %
None chosen	79	17.4 %
Total	1142	

Q17. In a typical year on average, how much money does your household spend per month on recreation, sports, fitness activities and services, including membership and registration fee to recreation center/dues for classes, sports, or other programs?

<u>Q17. How much money does your household spend per month on recreation, sports, fitness activities & services</u>	<u>Number</u>	<u>Percent</u>
\$25 or less	126	27.7 %
\$26-\$50	56	12.3 %
\$51-\$100	58	12.7 %
\$101-\$150	43	9.5 %
\$151-\$200	41	9.0 %
\$200+	104	22.9 %
Not provided	27	5.9 %
Total	455	100.0 %

WITHOUT NOT PROVIDED

Q17. In a typical year on average, how much money does your household spend per month on recreation, sports, fitness activities and services, including membership and registration fee to recreation center/dues for classes, sports, or other programs? (without "not provided")

Q17. How much money does your household spend per month on recreation, sports, fitness activities & services	Number	Percent
\$25 or less	126	29.4 %
\$26-\$50	56	13.1 %
\$51-\$100	58	13.6 %
\$101-\$150	43	10.0 %
\$151-\$200	41	9.6 %
\$200+	104	24.3 %
Total	428	100.0 %

Q18. If you had a budget of \$100 for indoor recreation services provided by the City of College Station, how would you allocate the funds among the categories listed below?

- Aquatics leisure swim, lap swim, learn to swim, water exercise, etc. 27.19
- Fitness/wellness weight/cardio space, wellness, stretching, boot camp classes, etc. 20.77
- Recreation spaces court space, walking track, classrooms, multipurpose rooms, indoor playground, senior/youth space, rental spaces, etc. 28.37
- Programs & activities group exercise, yoga, life skills, leagues, games, youth/adult sports, etc. 23.68

Q19. How many years have you lived in the City of College Station?

Q19. How many years have you lived in City of College Station	Number	Percent
0-5	79	17.4 %
6-10	79	17.4 %
11-15	58	12.7 %
16-20	49	10.8 %
21-30	90	19.8 %
31+	95	20.9 %
Not provided	5	1.1 %
Total	455	100.0 %

WITHOUT NOT PROVIDED

Q19. How many years have you lived in the City of College Station? (without "not provided")

Q19. How many years have you lived in City of College Station	Number	Percent
0-5	79	17.6 %
6-10	79	17.6 %
11-15	58	12.9 %
16-20	49	10.9 %
21-30	90	20.0 %
31+	95	21.1 %
Total	450	100.0 %

Q20. Are you a Texas A&M Student?

Q20. Are you a Texas A&M Student	Number	Percent
Yes	31	6.8 %
No	418	91.9 %
Not provided	6	1.3 %
Total	455	100.0 %

WITHOUT NOT PROVIDED**Q20. Are you a Texas A&M Student? (without "not provided")**

Q20. Are you a Texas A&M Student	Number	Percent
Yes	31	6.9 %
No	418	93.1 %
Total	449	100.0 %

Q21. Are you or any members of your family of Hispanic, Spanish, or Latino/a/x ancestry?

Q21. Are you of Hispanic, Spanish, or Latino/a/x ancestry	Number	Percent
Yes	82	18.0 %
No	371	81.5 %
Not provided	2	0.4 %
Total	455	100.0 %

WITHOUT NOT PROVIDED**Q21. Are you or any members of your family of Hispanic, Spanish, or Latino/a/x ancestry? (without "not provided")**

Q21. Are you of Hispanic, Spanish, or Latino/a/x ancestry	Number	Percent
Yes	82	18.1 %
No	371	81.9 %
Total	453	100.0 %

Q22. Which of the following best describes your race/ethnicity?

Q22. Your race/ethnicity	Number	Percent
Asian or Asian Indian	45	9.9 %
Black or African American	37	8.1 %
American Indian or Alaska Native	3	0.7 %
White or Caucasian	318	69.9 %
Native Hawaiian or other Pacific Islander	1	0.2 %
Other	19	4.2 %
Total	423	

Q22-6. Self-describe your race/ethnicity:

Q22-6. Self-describe your race/ethnicity	Number	Percent
Hispanic	7	38.9 %
Multi ethnic	3	16.7 %
Mixed race	2	11.1 %
Middle Eastern	1	5.6 %
More than one	1	5.6 %
Mexican	1	5.6 %
Hispanic and Filipino	1	5.6 %
Hispanic/White	1	5.6 %
Black, White and Hispanic	1	5.6 %
Total	18	100.0 %

Q23. Your gender:

Q23. Your gender	Number	Percent
Male	249	39.2 %
Female	268	42.2 %
Non-binary	6	0.9 %
Prefer not to answer	8	1.3 %
Not provided	104	16.4 %
Total	635	100.0 %

WITHOUT PREFER NOT TO ANSWER/NOT PROVIDED**Q23. Your gender: (without "Prefer not to answer/not provided")**

Q23. Your gender	Number	Percent
Male	218	49.1 %
Female	222	50.0 %
Non-binary	4	0.9 %
Total	444	100.0 %

Q24. Your age:

Q24. Your age	Number	Percent
18-34	97	21.3 %
35-44	85	18.7 %
45-54	91	20.0 %
55-64	88	19.3 %
65+	92	20.2 %
Not provided	2	0.4 %
Total	455	100.0 %

WITHOUT NOT PROVIDED**Q24. Your age: (without "not provided")**

Q24. Your age	Number	Percent
18-34	97	21.4 %
35-44	85	18.8 %
45-54	91	20.1 %
55-64	88	19.4 %
65+	92	20.3 %
Total	453	100.0 %



Survey Instrument



Dear Resident,

Your response to the enclosed survey is extremely important...

The City of College Station is conducting a survey to help determine priorities for our community. Your household has been selected to receive this survey and your participation is very important.

We appreciate your time and realize that this survey will take approximately 15 – 20 minutes to complete. Each question is important. The time you invest in completing this survey will aid the City in taking a resident-driven approach to making decisions that will enrich the future of the community and positively affect the quality of life for College Station residents.

We have selected an independent research firm, ETC Institute, to conduct this survey and compile the results on our behalf. Responses will remain entirely confidential. Once the data has been gathered and analyzed, ETC will present us with a report of findings that will be made available to the public.

Please return your completed survey in the enclosed postage-paid envelope addressed to ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061. If you prefer to take the survey online, the address is CollegeStationParkSurvey.org.

As a way to say thank you for fully completing your survey you will have an opportunity to opt-in for a chance to win a \$500 prepaid Visa gift card at the end of this survey.

If you have any questions, please feel free to contact Ryan Murray, ETC Institute's Project Manager, at 913-254-4598 or send an email to Ryan.Murray@etcinstitute.com.

Don't miss this opportunity to make your voice heard.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bryan C. Woods', written over a white background.

Bryan C. Woods
City Manager

2024 College Station Community Recreation Center Needs Assessment



The City of College Station requests your input to help determine if a recreation center is needed for our community. This survey will take 15-20 minutes to complete. When you are finished, please return your survey in the enclosed postage-paid, return-reply envelope. If you prefer, you can complete the survey online at CollegeStationParkSurvey.org. At the end of this survey you will have an opportunity to opt-in for a chance to win one (1) \$500 prepaid Visa gift card for fully completing your survey.

1. Please complete this survey with all members of your household in mind. Including yourself, how many people in your household are...

Under age 5: ____ Ages 15-19: ____ Ages 35-44: ____ Ages 65-74: ____
 Ages 5-9: ____ Ages 20-24: ____ Ages 45-54: ____ Ages 75-84: ____
 Ages 10-14: ____ Ages 25-34: ____ Ages 55-64: ____ Ages 85+: ____

2. Has your household participated in any recreation programs or activities offered by the City of College Station during the past 12 months?

____(1) Yes [Answer Q2a-b.] ____ (2) No [Skip to Q3.]

2a. How many programs and/or activities offered by the City of College Station have you or members of your household participated in during the past 12 months?

____(1) One ____ (2) 2-3 ____ (3) 4-6 ____ (4) 7 or more

2b. How would you rate the overall quality of the City of College Station recreation programs and/or activities in which your household has participated?

____(4) Excellent ____ (3) Good ____ (2) Fair ____ (1) Poor

3. Please CHECK ALL the following reasons that prevent you and members of your household from participating in City of College Station recreation programs or activities more often.

____(01) Lack of quality instructors	____(10) Program not offered
____(02) Old and outdated facilities	____(11) Registration is difficult
____(03) Use programs offered by other agencies	____(12) Poor customer service by staff
____(04) I don't know what is offered	____(13) Lack of transportation
____(05) Lack of quality programs	____(14) Lack of right program equipment
____(06) Fees are too high	____(15) Too busy/not interested
____(07) Too far from my home	____(16) Lack of trust in government
____(08) Program times are not convenient	____(17) Language/Cultural barriers
____(09) Classes are full	____(18) Other: _____

4. From the following list, please CHECK ALL of the organizations that you or members of your household have used for recreation programs and activities during the past 12 months.

____(01) City of College Station	____(07) Private and non-profit youth sports
____(02) County providers	____(08) Private summer camps
____(03) Neighboring cities	____(09) Private clubs (tennis, health, swim, fitness)
____(04) Public schools	____(10) Homeowners association
____(05) Texas A&M University	____(11) Other: _____
____(06) Places of worship (e.g., synagogues, churches)	

5. From the following list, please CHECK ALL of the ways you learn about City of College Station recreation programs and activities.

- | | |
|---|---|
| ☐ (01) City activity guide | ☐ (09) Banners at parks or City facilities |
| ☐ (02) City weekly newsletter | ☐ (10) Email/Eblasts from City |
| ☐ (03) City website | ☐ (11) Facebook |
| ☐ (04) Materials at parks or recreation facilities | ☐ (12) X (Twitter) |
| ☐ (05) Conversations with recreation staff | ☐ (13) Instagram |
| ☐ (06) Newspaper | ☐ (14) Flyers |
| ☐ (07) Friends and neighbors | ☐ (15) Other: _____ |
| ☐ (08) Promotions at special events | |

6. From the list above in Question 5, which THREE methods of communication would you MOST PREFER the City use to communicate with you about recreation programs and activities? [Write in your answers below using the numbers from the list in Question 5, or circle "NONE."]

1st: _____ 2nd: _____ 3rd: _____ NONE

7. Please rate your level of agreement with the following statements about some potential benefits of the City of College Station's indoor recreation services by circling the corresponding number.

Recreation services in College Station...		Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
01.	Helps to attract new residents	5	4	3	2	1	9
02.	Helps to reduce crime in my neighborhood and keep kids out of trouble	5	4	3	2	1	9
03.	Improves my (my household's) mental health and reduces stress	5	4	3	2	1	9
04.	Improves my (my household's) physical health and fitness	5	4	3	2	1	9
05.	Increases my (my household's) property value	5	4	3	2	1	9
06.	Is age-friendly and accessible to all age groups	5	4	3	2	1	9
07.	Makes College Station a more desirable place to live	5	4	3	2	1	9
08.	Positively impacts economic/business development	5	4	3	2	1	9
09.	Provides jobs/professional development for youth	5	4	3	2	1	9
10.	Provides positive social interactions for me (my household/family)	5	4	3	2	1	9
11.	Provides volunteer opportunities for the community	5	4	3	2	1	9

8. Please CHECK ALL of the groups you and the members of your household fit into.

- ☐ (1) Recreation (would use a community recreation center for leisure activities)
- ☐ (2) Competition (would use a community recreation center for sports and league activities)
- ☐ (3) Instructional (would use a community recreation center for a program or class e.g., fitness and wellness programs)
- ☐ (4) Wellness/Therapy (would use a recreation center as part of a therapeutic/recovery process)
- ☐ (5) Fitness (use a community recreation centers for self-directed exercise)
- ☐ (6) None (members of my household would not use a recreation center)

9. Please indicate how well your needs are being met for each of the spaces/amenities listed below on a scale of 1 to 4, where 4 means your needs are "Fully Met," and 1 means your needs are "Not Met" at all. If you do not have a need for an item listed, please circle 9 for "No Need."

Type of Spaces/Amenity	Fully Met	Mostly Met	Partly Met	Not Met	No Need
01. Cardio equipment/free weights	4	3	2	1	9
02. Child watch area	4	3	2	1	9
03. E-sports gaming area	4	3	2	1	9
04. Special event space	4	3	2	1	9
05. Game room (table tennis, pool table, foosball, etc.)	4	3	2	1	9
06. Indoor basketball/volleyball courts (indoor gyms)	4	3	2	1	9
07. Indoor running/walking track	4	3	2	1	9
08. Meeting rooms	4	3	2	1	9
09. Multi-use spaces for fitness classes or group exercise	4	3	2	1	9
10. Pickleball courts	4	3	2	1	9
11. Public lounge	4	3	2	1	9
12. Racquetball courts	4	3	2	1	9
13. Rentable kitchen facilities	4	3	2	1	9
14. Senior Center	4	3	2	1	9
15. Spin room	4	3	2	1	9
16. Splash pads	4	3	2	1	9
17. Swimming pool for lap swimming	4	3	2	1	9
18. Swimming pool for leisure/play	4	3	2	1	9
19. Swimming pool for lessons	4	3	2	1	9
20. Swimming pool therapeutic programs	4	3	2	1	9
21. Teaching kitchen	4	3	2	1	9
22. Sports fields	4	3	2	1	9
23. Outdoor multi-use courts	4	3	2	1	9
24. Picnic areas	4	3	2	1	9
25. Playgrounds	4	3	2	1	9
26. Shade structures	4	3	2	1	9
27. Skate park	4	3	2	1	9
28. Community garden	4	3	2	1	9
29. Walking trails	4	3	2	1	9

10. Which **FOUR** spaces/amenities from the list in Question 9 are **MOST IMPORTANT** to your household? [Write in your answers below using the numbers from the list in Question 9, or circle "NONE."]

1st: ____ 2nd: ____ 3rd: ____ 4th: ____ NONE

- 11. Please indicate how well your needs are being met for each of the programs/activities listed below on a scale of 1 to 4, where 4 means your needs are "Fully Met," and 1 means your needs are "Not Met" at all. If you do not have a need for an item listed, please circle 9 for "No Need."**

Type of Program/Activity	Fully Met	Mostly Met	Partly Met	Not Met	No Need
01. Adult fitness and wellness programs	4	3	2	1	9
02. Adult sports leagues	4	3	2	1	9
03. After school programs for youth of all ages	4	3	2	1	9
04. Arts and crafts programs and activities	4	3	2	1	9
05. Community special events	4	3	2	1	9
06. Cultural enrichment programs	4	3	2	1	9
07. Dance lessons and programs	4	3	2	1	9
08. Drop-in babysitting while using facility	4	3	2	1	9
09. EGaming/ESports	4	3	2	1	9
10. Environmental education/nature programs	4	3	2	1	9
11. Group fitness programs (Zumba, Yoga)	4	3	2	1	9
12. Gymnastics/tumbling programs	4	3	2	1	9
13. Healthy eating programs and dieting programs	4	3	2	1	9
14. Music classes and programs	4	3	2	1	9
15. Outdoor environmental/nature camps and programs	4	3	2	1	9
16. Pickleball leagues	4	3	2	1	9
17. Preschool programs/early childhood education	4	3	2	1	9
18. Recreation/competitive swim team	4	3	2	1	9
19. Self-directed fitness (cardio/weights)	4	3	2	1	9
20. Senior programs	4	3	2	1	9
21. Special events	4	3	2	1	9
22. Special interest classes (gardening, writing, book clubs)	4	3	2	1	9
23. STEAM (science, technology, engineering, arts and mathematics)/Tech Classes	4	3	2	1	9
24. Swim lessons	4	3	2	1	9
25. Teen programs	4	3	2	1	9
26. Tennis lessons and leagues	4	3	2	1	9
27. Water fitness programs/lap swimming	4	3	2	1	9
28. Youth fitness and wellness classes	4	3	2	1	9
29. Youth performing arts programs (dance/music)	4	3	2	1	9
30. Youth sports leagues	4	3	2	1	9
31. Youth sports programs and camps	4	3	2	1	9
32. Youth summer camp programs	4	3	2	1	9
33. Youth summer programs and camps	4	3	2	1	9
34. Youth visual arts/crafts/performing arts programs	4	3	2	1	9

- 12. Which FOUR programs/activities from the list in Question 11 are MOST IMPORTANT to your household? [Write in your answers below using the numbers from the list in Question 11, or circle "NONE."]**

1st: ____ 2nd: ____ 3rd: ____ 4th: ____ NONE

13. Please indicate how important each of the following are when thinking about indoor recreation in the City of College Station.

How important are...		Very Important	Important	Neutral	Not Important	Not at All Important
1.	Fees/Costs to use	5	4	3	2	1
2.	Operate to maximize cost recovery and minimize the amount of subsidy from other financial sources (e.g., City's financial general fund)	5	4	3	2	1
3.	Classes and/or programs offered	5	4	3	2	1
4.	Fun features and amenities	5	4	3	2	1
5.	Available space to grow or expand in the future	5	4	3	2	1
6.	Proximity to your residence	5	4	3	2	1
7.	Location fits with and enhances economic development in the surrounding area	5	4	3	2	1
8.	Other: _____	5	4	3	2	1

14. Which TWO of the items from the list in Question 13 should the City of College Station place the greatest emphasis on when planning for the future of indoor recreation centers? [Write in your answers below using the numbers from the list in Question 13, or circle "NONE."]

1st: _____ 2nd: _____ NONE

15. Using a scale of 1 to 5, where 5 means "Strongly Agree" and 1 means "Strongly Disagree," please rate your level of agreement with the following statements. [A rating of 3 indicates you understand the issue but are neutral. Circle 9 if you do not have enough information to have an opinion.]

		Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
01.	It is valuable to me to have an indoor community recreation center	5	4	3	2	1	9
02.	I believe an indoor community recreation center boosts property values in the community	5	4	3	2	1	9
03.	The community needs an indoor community recreation center	5	4	3	2	1	9
04.	The community needs to create a regional attraction by having the facilities for hosting tournaments and events in our community	5	4	3	2	1	9
05.	An indoor community recreation center should include a social gathering component	5	4	3	2	1	9
06.	Our community needs more fitness, recreation, and social opportunities	5	4	3	2	1	9
07.	Our community needs more fitness, recreation, and social opportunities for seniors	5	4	3	2	1	9
08.	Our community needs more fitness, recreation, social, and afterschool opportunities for our youth	5	4	3	2	1	9
09.	The community needs a new indoor community recreation center to serve the growing needs of the community's recreation desires	5	4	3	2	1	9
10.	The community needs a new aquatics/pool facility that includes lap lanes, therapy areas, and general play features for all ages	5	4	3	2	1	9
11.	A new indoor community recreation center should be designed to include amenities and facilities that all residents can use regardless of age or ability	5	4	3	2	1	9
12.	A new indoor community recreation center would contribute to the economic health of our community	5	4	3	2	1	9

16. Which THREE of the items listed in Question 15 do you think are MOST IMPORTANT when thinking about a new indoor community recreation center? [Write in your answers below using the numbers from the list in Question 15, or circle "NONE."]

1st: _____ 2nd: _____ 3rd: _____ NONE

17. In a typical year on average, how much money does your household spend per month on recreation, sports, fitness activities and services, including membership and registration fee to recreation center/dues for classes, sports, or other programs?

☐ (1) \$25 or less ☐ (3) \$51-\$100 ☐ (5) \$151-\$200
☐ (2) \$26-\$50 ☐ (4) \$101-\$150 ☐ (6) \$200 or more

18. If you had a budget of \$100 for indoor recreation services provided by the City of College Station, how would you allocate the funds among the categories listed below? *[Please be sure your total adds up to \$100.]*

\$ _____ Aquatics: Leisure swim, lap swim, learn to swim, water exercise, etc.

\$ _____ Fitness/Wellness: Weight/cardio space, wellness, stretching, boot camp classes, etc.

\$ _____ Recreation Spaces: Court space, walking track, classrooms, multipurpose rooms, indoor playground, senior/youth space, rental spaces, etc.

\$ _____ Programs and Activities: Group exercise, yoga, life skills, leagues, games, youth/adult sports, etc.

\$100 total

Demographics

The following questions are about you and your household. We ask these questions to ensure we reach all groups in College Station and to see if all residents are experiencing City services equitably. Your individual responses will remain confidential.

19. How many years have you lived in the City of College Station? _____ years
20. Are you a Texas A&M Student? ☐ (1) Yes ☐ (2) No
21. Are you or any members of your family of Hispanic, Spanish, or Latino/a/x ancestry?
☐ (1) Yes ☐ (2) No
22. Which of the following best describes your race/ethnicity? *[Check all that apply.]*
- ☐ (01) Asian or Asian Indian ☐ (04) White or Caucasian
☐ (02) Black or African American ☐ (05) Native Hawaiian or other Pacific Islander
☐ (03) American Indian or Alaska Native ☐ (99) Other: _____
23. Your gender:
- ☐ (1) Male ☐ (3) Non-binary ☐ (5) Prefer to self-describe: _____
☐ (2) Female ☐ (4) Prefer not to answer
24. Your age: _____ years
25. **OPTIONAL:** If you would like to opt-in for a drawing for a chance to win a \$500 prepaid Visa gift card for fully completing your survey, please provide your contact information below.
- Phone: _____
- Email: _____

This concludes the survey. Thank you for your time!

Please return your completed survey in the enclosed return-reply envelope addressed to:
 ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential.
 The information to the right will ONLY be used to help identify the level of need and priorities in your area. Thank you!

College Station Recreation Center

Pro-Forma – Final Draft

Submitted by:

BerryDunn
2211 Congress Street
Portland, ME 04102-1955
207.541.2200

Chad Snow, Principal
csnow@berrydunn.com

Tom Diehl, Project Manager
tom.diehl@berrydunn.com

August 13, 2025

Executive Summary

The City of College Station, TX retained Brinkley Sargent Wiginton Architects (BSW), who partnered with BerryDunn to complete pro-formas for a recreation center (center) approximately 100% and approximately 85% cost recovery. The information contained in this report is a result of meeting with key staff to discuss operations (staffing, facility hours, potential rentals, etc.) and reviewing existing facility operations. A Steering Committee was established to review the ongoing analysis conducted with this report to help provide additional analysis and recommendations.

This report includes a detailed list of assumptions along with the pro-forma for five years of operations.

The preliminary draft operational budget projections have been developed to determine the potential operations and maintenance expense and revenue projections for two options – Option #1 standard hours of operation and Option #2 expanded hours of operations with a range of approximately 100% and 85% cost recovery were developed. The pro-formas shown in this report result in **101%, 98%, 88% and 85%** cost recoveries. Membership rates were reduced approximately 16% to obtain the 88% and 85% cost recovery projections. The development of these pro-formas included input from College Station Staff and a review of all information collected throughout this study.

The Steering Committee's voted on July 10, 2025, to recommend the “extended hours/98% Cost Recovery Proforma” to the COCS City Council for their consideration.

Graphic #1 depicts the operating hours for Option #1 and Option #2

Graphic #1: Operating Hours for Option #1 and Option #2

Option #1	MONDAY THRU FRIDAY	SATURDAY	SUNDAY	WEEKLY	ANNUALLY
Operating Hours	6:00 am - 8:00pm	7:00 am - 7:00 pm	10:00 am - 6:00 pm		
Opened Hours	14	12	8	90	4500
Option #2	MONDAY THRU FRIDAY	SATURDAY	SUNDAY	WEEKLY	ANNUALLY
Operating Hours	5:00 am - 9:00 pm	7:00 am - 7:00 pm	10:00 am - 6:00 pm		
Opened Hours	16	12	8	100	5000

Graphic #2 depicts a high-level comparison of key indicators for Option #1 and Option #2

Graphic #2: Key Comparisons

College Station Recreation Center				
First Year Comparison				
	Option #1		Option #2 (Expanded Hours)	
	101%	88%	98%	85%
EXPENSES				
Personnel	\$2,186,714	\$2,186,714	\$2,293,146	\$2,293,146
Contractual Services	\$809,385	\$794,885	\$809,385	\$794,885
Commodities	\$293,050	\$293,050	\$293,050	\$293,050
Facility Expenses	\$3,289,149	\$3,274,649	\$3,395,581	\$3,381,081
Internal Service Cost	\$526,264	\$523,944	\$543,293	\$540,973
TOTAL EXPENSES	\$3,815,413	\$3,798,593	\$3,938,874	\$3,922,054
REVENUES				
Memberships/Passes	\$3,113,933	\$2,586,655	\$3,113,933	\$2,586,655
Programs	\$416,000	\$416,000	\$416,000	\$416,000
Rentals	\$196,216	\$196,216	\$196,216	\$196,216
FACILITY REVENUE	\$3,726,149	\$3,198,871	\$3,726,149	\$3,198,871
Existing Staff Budget from General Fund	\$124,918	\$124,918	\$124,918	\$124,918
TOTAL REVENUE	\$3,851,066	\$3,323,789	\$3,851,066	\$3,323,789
NET	\$35,653	(\$474,804)	(\$87,808)	(\$598,266)
COST RECOVERY	101%	88%	98%	85%
Memberships sold	6,450	6,450	6,450	6,450
Annual attendance	385,490	385,490	385,490	385,490
Daily average attendance	1,101	1,101	1,101	1,101

* Contractual services decrease for the 88% and 85% cost recovery scenarios due to the expense for the credit card fee being a percentage of the overall revenue and these cost recovery scenarios have less revenue due to the lower membership fees.

** Internal Service Cost decrease for the 88% and 85% cost recovery scenarios due to the internal service costs being a percentage of the expenses and revenues which are different for these scenarios due to the lower membership fees.

- 6,450 total annual resident memberships would be sold for both all scenarios.
- Membership fees were reduced approximately 16% for the 88% and 85% cost recovery projection.
- Personnel expenses and commodities remain the same for both Option#1 proformas and increase for both Option #2 proformas due to the expand hours of operation.
- Contractual services are slightly reduced for the 88% and 85% cost recovery scenario since the lower revenue collected results in lower credit card processing fees

- Revenues for memberships/passes are higher for the 101% and 98% cost recovery projection due to higher fees.

Graphic #3 and #4 depict a comparison of fees and rates for the 101% and 88% cost recovery projections.

Graphic #3: Fees and Rate Comparisons (Memberships)

College Station Recreation Center Fees and Rates Comparison					
Membership Fees		101%		88%	
		Annual	Monthly	Annual	Monthly
Resident	Adult	\$408.00	\$34.00	\$336.00	\$28.00
	Senior	\$288.00	\$24.00	\$240.00	\$20.00
	Youth	\$288.00	\$24.00	\$240.00	\$20.00
	Family	\$744.00	\$62.00	\$624.00	\$52.00
Non-resident (increased 25%)	Adult	\$510.00	\$42.50	\$420.00	\$35.00
	Senior	\$360.00	\$30.00	\$300.00	\$25.00
	Youth	\$360.00	\$30.00	\$300.00	\$25.00
	Family	\$930.00	\$77.50	\$780.00	\$65.00

*** The same fees and rates are used for the 98% and 85% cost recovery projections.

Graphic #4: Fees and Rate Comparisons (Programs/Rentals)

Program/Rental Rates	
	Price Per Two Hour Party
Birthday Parties	\$275.00
	Cost Per Session
Swim Lessons	\$53.00
Private Swim Lessons	\$73.00
Children's Clinic	\$45.00
Children's Camp - SUMMER / SPRING BREAK / THANKSGIVING	\$125.00
	Cost Per Team
Adult Basketball League	\$350.00
Adult Volleyball League	\$300.00
Pickleball League	\$150.00
Youth Volleyball	\$100.00
Youth Basketball	\$100.00
Adult Basketball Tournament	\$100.00
Adult Volleyball Tournament	\$100.00
Pickleball Tournament	\$50.00
	Cost Per Occurrence
Entire Center (per hour)	\$1,000.00
Half Court (per hour)	\$45.00
One Court (per hour)	\$90.00
Two Courts (per hour)	\$180.00
Recreation Activity Pool - Up to 100 people	\$394.00
Recreation Activity Pool - 101 - 300 people	\$630.00
Recreation Activity Pool - 301-600 people	\$840.00
8 Lane 25 Yard Pool - Up to 100 people	\$394.00
8 Lane 25 Yard Pool * 101 - 300 people	\$630.00
One Lane (per hour)	\$20.00
Party Room (per hour)	\$40.00
Multi-purpose (Entire) (per hour)	\$100.00
Multi-purpose (Large side) (per hour)	\$80.00
Multi-purpose (Small side) (per hour)	\$40.00

Note – fees and rates for programs and rentals are the same for both all cost recovery projections.

Introduction

The City of College Station, TX retained Brinkley Sargent Wiginton Architects (BSW), who partnered with BerryDunn to complete a pro-forma for a recreation center (center). The information contained in this report is a result of meeting with key staff to discuss operations (staffing, facility hours, potential rentals, etc.) and reviewing existing facility operations. A Steering Committee was established to review the ongoing analysis conducted with this report to help provide additional analysis and recommendations.

This report includes a detailed list of assumptions along with the pro-forma for five years of operations.

The preliminary draft operational budget projections have been developed to determine the potential operations and maintenance expense and revenue projections for two options – Option #1 standard hours of operation and Option #2 expanded hours of operations with approximately 100% and approximately 85% cost recovery. The pro-formas shown in this report result in **101%, 98%, 88%** and **85%** cost recoveries. Membership rates were reduced approximately 16% to obtain the 88% and 85% cost recovery projections. The development of these pro-formas included input from College Station Staff and a review of all information collected throughout this study. BerryDunn does not imply any guarantee that these figures will be attained.

Scholarship Program: The City of College Station Parks and Recreation Department offers scholarships to assist residents to participate in afterschool, camps and recreation programs. If a recreation center is built, the City could offer the same program for memberships. The Parks and Recreation Department currently utilizes the free and reduced lunch program to determine eligibility. Scholarships would reduce the monthly fee by 50% or 75% depending on eligibility.

Health Insurance Fitness Benefits: In addition to scholarships programs, the City could include health insurance fitness benefit programs like SilverSneakers, Renew Active, Optum One Pass Select, and Active & Fit. These programs are often included as part of Medicare Advantage or supplemental plans.

Supporting Small Business/Local Fitness Industry: The potential facility would serve as an incubator for health and fitness entrepreneurs, providing a centralized hub where independent trainers, specialty fitness providers, and wellness professionals can establish and grow their businesses while serving our community.

College Station Recreation Center Operations & Maintenance Projections

The operational and maintenance (O&M) budget projections are based upon information developed for the College Station Recreation Center, which includes athletic areas (two full gymnasiums with elevated walk/jog track), fitness area, group exercise (aerobics/dance) studios, eight-lane – 25-yard pool lap pool and a leisure pool, circulation (entrance, lobby, hallways), general purpose areas (child watch, multipurpose rooms, party room, warming

kitchen), locker rooms and restrooms, non-public/support space (storage, mechanical and custodial spaces), and office administrative support spaces for departmental staff, with all necessary support facilities. Expenses for the operation and maintenance of the center and the included components within include staffing, contractual services, utilities for all spaces included, aquatic specific expenses, and commodities. Revenue included in these projections includes memberships/passes, daily admissions, program revenues, recreation center rentals, and customer services.

Expenses and revenues were adjusted to use FY 2027 proposed pay rates and fees.

Assumptions Regarding Facility Hours (50 Weeks/Year)

- Option #1
 - Monday – Friday 6 a.m. – 8 p.m.
 - Saturday 7 a.m. – 7 p.m.
 - Sunday 10 a.m. – 6 p.m.
- Option #2
 - Monday – Friday 5 a.m. – 9 p.m.
 - Saturday 7 a.m. – 7 p.m.
 - Sunday 10 a.m. – 6 p.m.
 -

Assumptions/Opportunities for Revenue Generation

- Memberships/Passes
- Daily Admissions
- Program Revenue
 - Special Events
 - Tournaments/Competitions
 - Leagues
 - Clinics
 - Swim Lessons
- Recreation Center Rentals
 - Gymnasium
 - Courts

- Multipurpose Rooms
 - Party spaces
 - Classrooms
- Customer Services
- Memberships anticipated to be sold:
 - 6,450 total annual resident memberships would be sold for both all scenarios.
 - Membership fees were reduced approximately 16% for the 88% and 85% cost recovery projection.
 - Personnel expenses and commodities remain the same for both Option#1 proformas and increase for both Option #2 proformas due to the expand hours of operation.
 - Contractual services are slightly reduced for the 88% and 85% cost recovery scenario since the lower revenue collected results in lower credit card processing fees
 - Revenues for memberships/passes are higher for the 101% and 98% cost recovery projection due to higher fees.
 - Memberships include access to programs.
 - Memberships include Child Watch.
 - Additional monthly and daily admission passes would be sold.
 - Nonresident memberships would be sold.
 - 385,490 total annual visits were projected, equaling a daily average of 1,101 usages per day for all projections.

Staffing Assumptions

Upon reviewing the program developed by BSW and through discussions with College Station staff, the following staffing plans were developed for all projections. These plans are based on the consultants' experience managing similar facilities and industry best practices.

12.5 Full-time employees (FTEs):

Existing full-time staff (existing staff budget \$124,918 being transferred into pro-forma):

- 0.5 Recreation Programs Supervisor - Athletics
- 0.5 Events Specialist - Athletics
- 1.0 Staff Assistant
- 0.5 Aquatics Supervisor

New full-time staff:

- 1.0 Recreation Center Manager
- 1.0 Assistant Recreation Center Manager
- 1.0 Fitness Coordinator
- 1.0 Membership Services Coordinator
- 1.0 Aquatics Coordinator
- 1.0 Aquatics Maintenance Tech
- 1.0 Recreation Center Maintenance Coordinator
- 1.0 Athletics Coordinator
- 2.0 Recreation Center Custodian

Part-time staff include:

- Front Desk Lead
- Front Desk
- Pool Manager
- Head Lifeguard
- Lifeguard
- Water Safety Instructor
- Fitness Assistant
- Recreation Assistant
- Child Watch
- PT Facility Lead
- Certified Fitness Instructor
- Private Swim Lesson Instructor

Table #1 depicts the proposed staff pay rates for all projections.

Table #1: Pay Rates

Full Time Staff as of 2027		Cost	Annual Salary
0.5	Recreation Programs Supervisor - Athletics	\$32,308.00	\$64,616.00
0.5	Events Specialist - Athletics	\$19,188.00	\$38,376.00
1.0	Staff Assistant	\$36,914.00	\$36,914.00
0.5	Aquatics Supervisor	\$36,507.50	\$73,015.00
1.0	Recreation Center Manager	\$90,155.40	\$90,155.40
1.0	Assistant Recreation Center Manager	\$78,747.00	\$78,747.00
1.0	Fitness Coordinator	\$48,796.00	\$48,796.00
1.0	Membership Services Coordinator	\$48,796.00	\$48,796.00
1.0	Aquatics Coordinator	\$48,796.00	\$48,796.00
1.0	Aquatics Maintenance Tech	\$37,252.00	\$37,252.00
1.0	Recreation Center Maintenance Coordinator	\$48,796.00	\$48,796.00
1.0	Athletics Coordinator	\$48,796.00	\$48,796.00
2.0	Recreation Center Custodian	\$74,504.00	\$37,252.00
12.5	Full Time Benefit Percentage not included in wages	30.00%	
Hourly Part Time Staff		Hourly	
	Front Desk Lead	\$13.00	
	Front Desk	\$10.50	
	Pool Manager	\$14.50	
	Head Lifeguard	\$13.00	
	Lifeguard	\$12.00	
	Water Safety Instructor	\$12.00	
	Fitness Assistant	\$10.50	
	Recreation Assistant	\$10.50	
	Child Watch	\$12.00	
	PT Facility Lead	\$13.50	
	Certified Fitness Instructor	\$25.00	
	Private Swim Lesson Instructor	\$14.50	
	Part Time Benefit Percentage not included in wages	15.00%	

Note – salary used for above full-time positions represents mid-point salary range.

The Steering Committee's voted on July 10, 2025, to recommend the "extended hours/98% Cost Recovery Proforma" to the COCS City Council for their consideration. See table 13, page 23 below.

Table #2 depicts a five-year pro-forma for Option #1 resulting in a potential 101% cost recovery.

Table #2: College Station Recreation Center Operations & Maintenance Projections Five-Year Pro-Forma for Option #1 Resulting in 101% Cost Recovery

College Station Recreation Center - Option #1 101% Cost Recovery					
Five-Year Pro-forma					
	Year 1	Year 2	Year 3	Year 4	Year 5
EXPENSES					
Personnel	\$2,186,714	\$2,252,315	\$2,319,885	\$2,389,481	\$2,461,166
Contractual Services	\$809,385	\$825,573	\$850,340	\$875,850	\$902,125
Commodities	\$293,050	\$298,911	\$304,889	\$310,987	\$317,207
Internal Service Cost	\$526,264	\$536,789	\$547,525	\$558,475	\$569,645
TOTAL EXPENSES	\$3,815,413	\$3,913,588	\$4,022,639	\$4,134,794	\$4,250,143
REVENUES					
Memberships/Passes	\$3,113,933	\$3,300,768	\$3,399,792	\$3,501,785	\$3,606,839
Programs	\$416,000	\$440,960	\$454,189	\$467,814	\$481,849
Rentals	\$196,216	\$207,989	\$214,229	\$220,655	\$227,275
Existing Staff Budget from General Fund	\$124,918	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$3,851,066	\$3,949,717	\$4,068,209	\$4,190,255	\$4,315,963
NET	\$35,653	\$36,129	\$45,570	\$55,461	\$65,820
COST RECOVERY	101%	101%	101%	101%	102%

* Need to increase revenue from memberships/passes, programs and rentals by 6% in year 2, then continue to increase by 3% in subsequent years.

Table #3 depicts a one-year summary including all expenses and revenue, for Option #1 resulting in a potential 101% cost recovery.

Table #3: One-Year Summary for Option #1 Resulting in 101% Cost Recovery

College Station Recreation Center - Option #1 101% Cost Recovery			
Operations and Maintenance Projections			
	Estimated Cost Recovery	101%	
Staffing Projections			\$2,186,714
Full Time Staff		<u>\$844,423</u>	
Part Time Staff		<u>\$1,342,291</u>	
Operating Expenses			
Contractual Services			\$809,385
Commodities			\$293,050
Facility Expenses			\$3,289,149
Internal Service Cost			\$526,264
Total Expenses			\$3,815,413
Revenue			
Memberships/Passes			\$3,113,933
Programs			\$416,000
Rentals			\$196,216
Facility Revenue			\$3,726,149
Existing Staff Budget from General Fund			\$124,918
Total Revenue			\$3,851,066
		Total Revenue	\$3,851,066
		Total Expenses	\$3,815,413
		Total Net	\$35,653
		Cost Recovery	101%

Table #4 depicts the projected expenses for Option #1 resulting in a potential 101% cost recovery.

Table #4: Expenses for Option #1 Resulting in a Potential 101% Cost Recovery.

College Station Recreation Center - Option #1 101% Cost Recovery						
Operating and Maintenance Budget Projection						
Estimated Cost Recovery				101%	Sub total w/ benefits	Total w/ Benefits
Staffing Projections						
Full Time Staff					\$844,423	\$2,186,714 66.48%
		FTE	Hours	Salary	Annual Cost	
existing	Recreation Programs Supervisor - Athletics	0.5	1040	\$64,616.00	\$32,308	
existing	Events Specialist - Athletics	0.5	1040	\$38,376.00	\$19,188	
existing	Staff Assistant	1	2080	\$36,914.00	\$36,914	
existing	Aquatics Supervisor	0.5	1040	\$73,015.00	\$36,508	
new	Recreation Center Manager	1	2080	\$90,155.40	\$90,155	
new	Assistant Recreation Center Manager	1	2080	\$78,747.00	\$78,747	
new	Fitness Coordinator	1	2080	\$48,796.00	\$48,796	
new	Membership Services Coordinator	1	2080	\$48,796.00	\$48,796	
new	Aquatics Coordinator	1	2080	\$48,796.00	\$48,796	
new	Aquatics Maintenance Tech	1	2080	\$37,252.00	\$37,252	
new	Recreation Center Maintenance Coordinator	1	2080	\$48,796.00	\$48,796	
new	Athletics Coordinator	1	2080	\$48,796.00	\$48,796	
new	Recreation Center Custodian	2	4160	\$37,252.00	\$74,504	
		12.5				
	Benefits Percentage		30.00%		\$194,867	
Part Time Staff				Hours	Hourly Cost	\$1,342,291
	Front Desk Lead		5025	\$13.00	\$65,325	
	Front Desk		5025	\$10.50	\$52,763	
	Lifeguard		5025	\$12.00	\$60,300	
	Lifeguard		5025	\$12.00	\$60,300	
	Pool Manager		5025	\$14.50	\$72,863	
	Head Lifeguard		5025	\$13.00	\$65,325	
	Lifeguard		5025	\$12.00	\$60,300	
	Lifeguard		5025	\$12.00	\$60,300	
	Lifeguard		5025	\$12.00	\$60,300	
	Lifeguard		5025	\$12.00	\$60,300	
	Lifeguard		5025	\$12.00	\$60,300	
	Fitness Assistant		5025	\$10.50	\$52,763	
	Fitness Assistant		5025	\$10.50	\$52,763	
	Child Watch Lead		2600	\$13.50	\$35,100	
	Child Watch		2600	\$12.00	\$31,200	
	Child Watch		2600	\$12.00	\$31,200	
	Recreation Assistant		5025	\$10.50	\$52,763	
	Recreation Assistant		5025	\$10.50	\$52,763	
	PT Facility Lead		2100	\$13.50	\$28,350	
	Certified Fitness Instructor		4500	\$25.00	\$112,500	
	Private Swim Lesson Instructor		2000	\$14.50	\$29,000	
	Water Safety Instructor		1000	\$12.00	\$12,000	
	Benefit Percentage not included in wages		15.00%		\$173,516	

Operating Expenses					
Contractual Services		Multiplier	Unit Cost	\$809,385	24.61%
	Water	73,702	\$0.60	\$44,221	
	Wastewater	73,702	\$0.13	\$9,581	
	Electricity	73,702	\$1.68	\$123,819	
	Sanitation	73,702	\$0.54	\$39,799	
	Cable	1	\$3,100.00	\$3,100	
	Phone	1	\$4,100.00	\$4,100	
	Custodial	97,505	\$0.53	\$52,132	
Aquatics	Aquatics Water	23,803	\$1.00	\$23,803	
Aquatics	Aquatics Wastewater	23,803	\$0.48	\$11,425	
Aquatics	Aquatics Electricity	23,803	\$2.38	\$56,651	
Aquatics	Aquatics Sanitation	23,803	\$0.54	\$12,854	
Aquatics	Chemicals	1	\$58,530.00	\$58,530	
	Weight/Cardio Equipment Maintenance Contract	12	\$1,500.00	\$18,000	
	HVAC Maintenance Contract	1	\$6,500.00	\$6,500	
	Pest Control	1	\$1,000.00	\$1,000	
	Elevator Contract	1	\$2,800.00	\$2,800	
	Fire Extinguisher Contract	1	\$3,500.00	\$3,500	
	Equipment Maintenance	12	\$3,000.00	\$36,000	
	Software Credit Card Processing Fee	2.75%	\$3,726,148.50	\$102,469	
	Security/Fire Alarm Service	1	\$1,900.00	\$1,900	
	Building Insurance	1	\$190,000.00	\$190,000	
	Office Equipment (copier)	12	\$600.00	\$7,200	
Operating Expenses continued					
Commodities				\$293,050	8.91%
	First Aid Equipment			\$5,000	
	First Aid Supplies			\$5,000	
	Building Maintenance Supplies			\$10,000	
	Marketing/Printing			\$50,000	
	Office Supplies			\$10,000	
	Education/Training			\$16,000	
	Program Supplies			\$140,000	
	Uniforms			\$10,000	
	Contract Labor			\$31,250	
	Minor/Tools Equipment			\$10,000	
	Pre-Employment Screening			\$5,800	
	Operating exclusive of staffing				
				\$1,102,435	
				Facility Expenses	\$3,289,149
				Internal Service Cost	\$526,264
				Total Expenses	\$3,815,413

Table #5 depicts the projected revenue for Option #1 resulting in a potential 101% cost recovery.

Table #5: Revenue for Option #1 Resulting in a Potential 101% Cost Recovery.

Revenue					Facility Revenue	\$3,726,149
125,192 population	Revenue Opportunities					
Memberships/Passes				Membership/Passes	\$3,113,933	83.57%
		Projected Head Count	Projected Passes Sold Annually			
Resident	<u>Annual Resident Passes</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$2,961,600
	Adult	210,000	3500	\$408.00	\$1,428,000.00	
	Senior	60,000	1000	\$288.00	\$288,000.00	
	Youth	27,000	450	\$288.00	\$129,600.00	
	Family	75,000	1500	\$744.00	\$1,116,000.00	
	Total Resident Annual Membership Pass Visits	372,000	6,450			
Non-Resident	<u>Annual Non-resident Pass</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$129,600
	Adult	3,750	75	\$510.00	\$38,250.00	
	Senior	2,000	40	\$360.00	\$14,400.00	
	Youth	1,000	20	\$360.00	\$7,200.00	
	Family	3,600	75	\$930.00	\$69,750.00	
	Total Non-resident Annual Membership Pass Visits	10,350	210			
Resident	<u>Monthly Resident Pass</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$4,300
	Adult	600	75	\$34.00	\$2,550.00	
	Senior	320	40	\$24.00	\$960.00	
	Youth	160	20	\$24.00	\$480.00	
	Family	40	5	\$62.00	\$310.00	
	Total Month Visits	1,120	140			
Non-Resident	<u>Monthly Non-Resident Pass</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$3,563
	Adult	400	50	\$42.50	\$2,125.00	
	Senior	240	30	\$30.00	\$900.00	
	Youth	40	5	\$30.00	\$150.00	
	Family	40	5	\$77.50	\$387.50	
	Total Month Visits	720	90			
Daily Admissions	<u>Daily Admission</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$9,770
	Adult	365	365	\$12.00	\$4,380.00	
	Senior	365	365	\$10.00	\$3,650.00	
	Youth	150	150	\$10.00	\$1,500.00	
	Family	40	10	\$24.00	\$240.00	
	Total Daily Admissions Visits	920				
Non-Resident Daily Admissions	<u>Daily Non-Resident Admission</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$5,100
	Adult	180	180	\$15.00	\$2,700.00	
	Senior	90	90	\$12.50	\$1,125.00	
	Youth	90	90	\$12.50	\$1,125.00	
	Family	20	5	\$30.00	\$150.00	
	Total Daily Admissions Visits	380				
	Total Annual Visits	385,490				
	Daily Average	1,101				

Programs			Programs		\$416,000	11.16%
Special Functions			#/Year	Price	Multiplier	Revenue
this would include 5 rentals per week Birthday Parties			250	\$275.00	100.00%	\$68,750
Aquatic Programs			#/Year	Cost Per Session	Multiplier	
Swim Lessons (8 classes)			2000	\$53.00	100.00%	\$106,000
Private Swim Lessons (4 classes)			1000	\$73.00	100.00%	\$73,000
Fitness Programs			#/Year	Cost Per Session	Multiplier	
Children's Programs			#/Year	Cost Per Session	Multiplier	
Children's Clinic			150	\$45.00	100.00%	\$6,750
Children's Camp - SUMMER / SPRING BREAK / THANKSGIVING			300	\$125.00	100.00%	\$37,500
Leagues			#/Year	Cost Per Team	Multiplier	
Adult Basketball League			30	\$350.00	100.00%	\$10,500
Adult Volleyball League			90	\$300.00	100.00%	\$27,000
Pickleball League			50	\$150.00	100.00%	\$7,500
Youth Volleyball			250	\$100.00	100.00%	\$25,000
Youth Basketball			450	\$100.00	100.00%	\$45,000
Department Special Event			#/Year	Cost Per Team	Multiplier	
Adult Basketball Tournament			30	\$100.00	100.00%	\$3,000
Adult Volleyball Tournament			30	\$100.00	100.00%	\$3,000
Pickleball Tournament			60	\$50.00	100.00%	\$3,000
Rentals					Rentals	\$196,216 5.27%
Rec Center Rentals			# hours/Year	Cost Per Hour	Multiplier	
2 three-hour rentals per year Entire Center (per hour)			12	\$1,000.00	100.00%	\$12,000
this would include only 15 rentals per week Half court (per hour)			750	\$45.00	100.00%	\$33,750
this would include only 15 rentals per week One Court (per hour)			750	\$90.00	100.00%	\$67,500
this would include only 5 rentals per week Two Courts (per hour)			250	\$180.00	100.00%	\$45,000
Recreation Activity Pool - Up to 100 people			12	\$394.00	100.00%	\$4,728
Recreation Activity Pool - 101 - 300 people			12	\$630.00	100.00%	\$7,560
Recreation Activity Pool - 301-600 people			12	\$840.00	100.00%	\$10,080
8 Lane 25 Yard Pool - Up to 100 people			12	\$394.00	100.00%	\$4,728
8 Lane 25 Yard Pool * 101 - 300 people			1	\$630.00	100.00%	\$630
One Lane (per hour)			1	\$20.00	100.00%	\$20
Party Room (per hour)			1	\$40.00	100.00%	\$40
Multi-purpose (Entire) (per hour)			1	\$100.00	100.00%	\$100
Multi-purpose (Large side) (per hour)			1	\$80.00	100.00%	\$80
this would include only 5 rentals per week Multi-purpose (Small side) (per hour)			250	\$40.00	100.00%	\$10,000
						Facility Revenue \$3,726,149
						Existing Staff Budget from General Fund \$124,918
						Total Revenue \$3,851,066
						Total Revenue \$3,851,066
						Total Expenses \$3,815,413
						Total Net \$35,653
						Cost Recovery 101%

Table #6 depicts the proposed membership fees for the 101% and 88% cost recovery projections.

Table #6 Fees and Rate Comparisons (Memberships) for the 101% and 88% Cost Recovery Projections

College Station Recreation Center Fees and Rates Comparison					
Membership Fees		101%		88%	
		Annual	Monthly	Annual	Monthly
Resident	Adult	\$408.00	\$34.00	\$336.00	\$28.00
	Senior	\$288.00	\$24.00	\$240.00	\$20.00
	Youth	\$288.00	\$24.00	\$240.00	\$20.00
	Family	\$744.00	\$62.00	\$624.00	\$52.00
Non-resident (increased 25%)	Adult	\$510.00	\$42.50	\$420.00	\$35.00
	Senior	\$360.00	\$30.00	\$300.00	\$25.00
	Youth	\$360.00	\$30.00	\$300.00	\$25.00
	Family	\$930.00	\$77.50	\$780.00	\$65.00

Table #8 depicts the proposed program fees, and rental rates for the 101% and 88% cost recovery projections.

Table #8 Program and Rental Rates for the 101% and 88% Cost Recovery Projections

Program/Rental Rates	
	Price Per Two Hour Party
Birthday Parties	\$275.00
	Cost Per Session
Swim Lessons	\$53.00
Private Swim Lessons	\$73.00
Children's Clinic	\$45.00
Children's Camp - SUMMER / SPRING BREAK / THANKSGIVING	\$125.00
	Cost Per Team
Adult Basketball League	\$350.00
Adult Volleyball League	\$300.00
Pickleball League	\$150.00
Youth Volleyball	\$100.00
Youth Basketball	\$100.00
Adult Basketball Tournament	\$100.00
Adult Volleyball Tournament	\$100.00
Pickleball Tournament	\$50.00
	Cost Per Occurrence
Entire Center (per hour)	\$1,000.00
Half Court (per hour)	\$45.00
One Court (per hour)	\$90.00
Two Courts (per hour)	\$180.00
Recreation Activity Pool - Up to 100 people	\$394.00
Recreation Activity Pool - 101 - 300 people	\$630.00
Recreation Activity Pool - 301-600 people	\$840.00
8 Lane 25 Yard Pool - Up to 100 people	\$394.00
8 Lane 25 Yard Pool * 101 - 300 people	\$630.00
One Lane (per hour)	\$20.00
Party Room (per hour)	\$40.00
Multi-purpose (Entire) (per hour)	\$100.00
Multi-purpose (Large side) (per hour)	\$80.00
Multi-purpose (Small side) (per hour)	\$40.00

Note – fees and rates for programs and rentals are the same for all cost recovery projections.

Table #10 depicts a five-year pro-forma for Option #1 resulting in a potential 88% cost recovery.

Table #10: College Station Recreation Center Operations & Maintenance Projections Five-Year Pro-Forma for Option #1 Resulting in 88% Cost Recovery

College Station Recreation Center - Option #1 88% Cost Recovery					
Five-Year Pro-forma					
	Year 1	Year 2	Year 3	Year 4	Year 5
EXPENSES					
Personnel	\$2,186,714	\$2,252,315	\$2,319,885	\$2,389,481	\$2,461,166
Contractual Services	\$794,885	\$810,782	\$835,106	\$860,159	\$885,964
Commodities	\$293,050	\$298,911	\$304,889	\$310,987	\$317,207
Internal Service Cost	\$523,944	\$534,423	\$545,111	\$556,013	\$567,134
TOTAL EXPENSES	\$3,798,593	\$3,896,431	\$4,004,991	\$4,116,641	\$4,231,470
REVENUES					
Memberships/Passes	\$2,586,655	\$2,741,854	\$2,824,110	\$2,908,833	\$2,996,098
Programs	\$416,000	\$440,960	\$454,189	\$467,814	\$481,849
Rentals	\$196,216	\$207,989	\$214,229	\$220,655	\$227,275
Existing Staff Budget from General Fund	\$124,918	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$3,323,789	\$3,390,803	\$3,492,527	\$3,597,303	\$3,705,222
NET	(\$474,804)	(\$505,628)	(\$512,464)	(\$519,338)	(\$526,248)
COST RECOVERY	88%	87%	87%	87%	88%

* Need to increase revenue from memberships/passes, programs and rentals by 6% in year 2, then continue to increase by 3% in subsequent years.

Note – membership fees were reduced 16% for the 88% Cost Recovery Projections.

Table #11 depicts a one-year summary including all expenses and revenue for Option #1 resulting in a potential 88% cost recovery.

Table #11: College Station Recreation Center Operations & Maintenance Projections One-Year Summary for Option #1 Resulting in 88% Cost Recovery

College Station Recreation Center - Option #1 88% Cost Recovery			
Operations and Maintenance Projections			
	Estimated Cost Recovery	88%	
STAFFING PROJECTIONS			\$2,186,714
Full Time Staff		<u>\$844,423</u>	
Part Time Staff		<u>\$1,342,291</u>	
OPERATING EXPENSES			
Contractual Services			\$794,885
Commodities			\$293,050
Facility Expenses			\$3,274,649
Internal Service Cost			\$523,944
Total Expenses			\$3,798,593
Revenue			
Memberships/Passes			\$2,586,655
Programs			\$416,000
Rentals			\$196,216
Facility Revenue			\$3,198,871
Existing Staff Budget from General Fund			\$124,918
Total Revenue			\$3,323,789
		Total Revenue	\$3,323,789
		Total Expenses	\$3,798,593
		Total Net	(\$474,804)
		Cost Recovery	88%

Table #12 depicts the projected expenses for Option #1 resulting in a potential 88% cost recovery.

Table #12: Expenses for Option #1 Resulting in a Potential 88% Cost Recovery.

College Station Recreation Center - Option #1 88% Cost Recovery						
Operating and Maintenance Budget Projection						
Estimated Cost Recovery				88%	Total w/ Benefits	
Staffing Projections					Sub total w/ benefits	
Full Time Staff					\$844,423	\$2,186,714 66.78%
	FTE	Hours	Salary	Annual Cost		
existing Recreation Programs Supervisor - Athletics	0.5	1040	\$64,616.00	\$32,308		
existing Events Specialist - Athletics	0.5	1040	\$38,376.00	\$19,188		
existing Staff Assistant	1	2080	\$36,914.00	\$36,914		
existing Aquatics Supervisor	0.5	1040	\$73,015.00	\$36,508		
new Recreation Center Manager	1	2080	\$90,155.40	\$90,155		
new Assistant Recreation Center Manager	1	2080	\$78,747.00	\$78,747		
new Fitness Coordinator	1	2080	\$48,796.00	\$48,796		
new Membership Services Coordinator	1	2080	\$48,796.00	\$48,796		
new Aquatics Coordinator	1	2080	\$48,796.00	\$48,796		
new Aquatics Maintenance Tech	1	2080	\$37,252.00	\$37,252		
new Recreation Center Maintenance Coordinator	1	2080	\$48,796.00	\$48,796		
new Athletics Coordinator	1	2080	\$48,796.00	\$48,796		
new Recreation Center Custodian	2	4160	\$37,252.00	\$74,504		
	12.5					
Benefits Percentage		30.00%		\$194,867		
Part Time Staff					\$1,342,291	
		Hours	Hourly Cost			
Front Desk Lead		5025	\$13.00	\$65,325		
Front Desk		5025	\$10.50	\$52,763		
Lifeguard		5025	\$12.00	\$60,300		
Lifeguard		5025	\$12.00	\$60,300		
Pool Manager		5025	\$14.50	\$72,863		
Head Lifeguard		5025	\$13.00	\$65,325		
Lifeguard		5025	\$12.00	\$60,300		
Lifeguard		5025	\$12.00	\$60,300		
Lifeguard		5025	\$12.00	\$60,300		
Lifeguard		5025	\$12.00	\$60,300		
Lifeguard		5025	\$12.00	\$60,300		
Fitness Assistant		5025	\$10.50	\$52,763		
Fitness Assistant		5025	\$10.50	\$52,763		
Child Watch Lead		2600	\$13.50	\$35,100		
Child Watch		2600	\$12.00	\$31,200		
Child Watch		2600	\$12.00	\$31,200		
Recreation Assistant		5025	\$10.50	\$52,763		
Recreation Assistant		5025	\$10.50	\$52,763		
PT Facility Lead		2100	\$13.50	\$28,350		
Certified Fitness Instructor		4500	\$25.00	\$112,500		
Private Swim Lesson Instructor		2000	\$14.50	\$29,000		
Water Safety Instructor		1000	\$12.00	\$12,000		
Benefit Percentage not included in wages		15.00%		\$173,516		

Operating Expenses					
Contractual Services		<u>Multiplier</u>	<u>Unit Cost</u>		
	Water	73,702	\$0.60	\$44,221	
	Wastewater	73,702	\$0.13	\$9,581	
	Electricity	73,702	\$1.68	\$123,819	
	Sanitation	73,702	\$0.54	\$39,799	
	Cable	1	\$3,100.00	\$3,100	
	Phone	1	\$4,100.00	\$4,100	
	Custodial	97,505	\$0.53	\$52,132	
Aquatics	Aquatics Water	23,803	\$1.00	\$23,803	
Aquatics	Aquatics Wastewater	23,803	\$0.48	\$11,425	
Aquatics	Aquatics Electricity	23,803	\$2.38	\$56,651	
Aquatics	Aquatics Sanitation	23,803	\$0.54	\$12,854	
Aquatics	Chemicals	1	\$58,530.00	\$58,530	
	Weight/Cardio Equipment Maintenance Contract	12	\$1,500.00	\$18,000	
	HVAC Maintenance Contract	1	\$6,500.00	\$6,500	
	Pest Control	1	\$1,000.00	\$1,000	
	Elevator Contract	1	\$2,800.00	\$2,800	
	Fire Extinguisher Contract	1	\$3,500.00	\$3,500	
	Equipment Maintenance	12	\$3,000.00	\$36,000	
	Software Credit Card Processing Fee	2.75%	\$3,192,871.00	\$87,804	
	Security/Fire Alarm Service	1	\$1,900.00	\$1,900	
	Building Insurance	1	\$190,000.00	\$190,000	
	Office Equipment (copier)	12	\$600.00	\$7,200	
Operating Expenses continued					
Commodities					
	First Aid Equipment			\$5,000	
	First Aid Supplies			\$5,000	
	Building Maintenance Supplies			\$10,000	
	Marketing/Printing			\$50,000	
	Office Supplies			\$10,000	
	Education/Training			\$16,000	
	Program Supplies			\$140,000	
	Uniforms			\$10,000	
	Contract Labor			\$31,250	
	Minor/Tools Equipment			\$10,000	
	Pre-Employment Screening			\$5,800	
	Operating exclusive of staffing				
				\$1,087,770	
				Facility Expenses	\$3,274,484
				Internal Service Cost	\$523,917
				Total Expenses	\$3,798,401

Table #13 depicts the projected revenue for Option #1 resulting in a potential 88% cost recovery.

Table #12: Revenue for Option #1 Resulting in a Potential 88% Cost Recovery.

Revenue						Facility Revenue	\$3,198,871
125,192 population	Revenue Opportunities						
Memberships/Passes						Membership/Passes	\$2,586,655 68.10%
		Projected Head Count	Projected Passes Sold Annually				
Resident	<u>Annual Resident Passes</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$2,460,000	
	Adult	210,000	3500	\$336.00	\$1,176,000.00		
	Senior	60,000	1000	\$240.00	\$240,000.00		
	Youth	27,000	450	\$240.00	\$108,000.00		
	Family	75,000	1500	\$624.00	\$936,000.00		
	Total Resident Annual Membership Pass Visits	372,000	6,450				
Non-Resident	<u>Annual Non-resident Pass</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$108,000	
	Adult	3,750	75	\$420.00	\$31,500.00		
	Senior	2,000	40	\$300.00	\$12,000.00		
	Youth	1,000	20	\$300.00	\$6,000.00		
	Family	3,600	75	\$780.00	\$58,500.00		
	Total Non-resident Annual Membership Pass Visits	10,350	210				
Resident	<u>Monthly Resident Pass</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$3,560	
	Adult	600	75	\$28.00	\$2,100.00		
	Senior	320	40	\$20.00	\$800.00		
	Youth	160	20	\$20.00	\$400.00		
	Family	40	5	\$52.00	\$260.00		
	Total Month Visits	1,120	140				
Non-Resident	<u>Monthly Non-Resident Pass</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$2,950	
	Adult	400	50	\$35.00	\$1,750.00		
	Senior	240	30	\$25.00	\$750.00		
	Youth	40	5	\$25.00	\$125.00		
	Family	40	5	\$65.00	\$325.00		
	Total Month Visits	720	90				
Daily Admissions	<u>Daily Admission</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$7,970	
	Adult	365	365	\$10.00	\$3,650.00		
	Senior	365	365	\$8.00	\$2,920.00		
	Youth	150	150	\$8.00	\$1,200.00		
	Family	40	10	\$20.00	\$200.00		
	Total Daily Admissions Visits	920					
Non-Resident Daily Admissions	<u>Daily Non-Resident Admission</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$4,175	
	Adult	180	180	\$12.50	\$2,250.00		
	Senior	90	90	\$10.00	\$900.00		
	Youth	90	90	\$10.00	\$900.00		
	Family	20	5	\$25.00	\$125.00		
	Total Daily Admissions Visits	380					
	Total Annual Visits	385,490					
	Daily Average	1,101					

Programs		Programs			\$416,000	10.95%
Special Functions		#/Year	Price	Multiplier	Revenue	
this would include 5 rentals per week	Birthday Parties	250	\$275.00	100.00%	\$68,750	
Aquatic Programs		#/Year	Cost Per Session	Multiplier		
	Swim Lessons (8 classes)	2000	\$53.00	100.00%	\$106,000	
	Private Swim Lessons (4 classes)	1000	\$73.00	100.00%	\$73,000	
Children's Programs		#/Year	Cost Per Session	Multiplier		
	Children's Clinic	150	\$45.00	100.00%	\$6,750	
	Children's Camp - SUMMER / SPRING BREAK / THANKSGIVING	300	\$125.00	100.00%	\$37,500	
Leagues		#/Year	Cost Per Team	Multiplier		
	Adult Basketball League	30	\$350.00	100.00%	\$10,500	
	Adult Volleyball League	90	\$300.00	100.00%	\$27,000	
	Pickleball League	50	\$150.00	100.00%	\$7,500	
	Youth Volleyball	250	\$100.00	100.00%	\$25,000	
	Youth Basketball	450	\$100.00	100.00%	\$45,000	
Department Special Event		#/Year	Cost Per Team	Multiplier		
	Adult Basketball Tournament	30	\$100.00	100.00%	\$3,000	
	Adult Volleyball Tournament	30	\$100.00	100.00%	\$3,000	
	Pickleball Tournament	60	\$50.00	100.00%	\$3,000	
Rentals						
Rec Center Rentals						
		# hours/Year	Cost Per Hour	Multiplier		
2 three hour rentals per year	Entire Center (per hour)	12	\$1,000.00	100.00%	\$12,000	
this would include only 15 rentals per week	Half Court (per hour)	750	\$45.00	100.00%	\$33,750	
this would include only 15 rentals per week	One Court (per hour)	750	\$90.00	100.00%	\$67,500	
this would include only 5 rentals per week	Two Courts (per hour)	250	\$180.00	100.00%	\$45,000	
	Recreation Activity Pool - Up to 100 people	12	\$394.00	100.00%	\$4,728	
	Recreation Activity Pool - 101 - 300 people	12	\$630.00	100.00%	\$7,560	
	Recreation Activity Pool - 301-600 people	12	\$840.00	100.00%	\$10,080	
	8 Lane 25 Yard Pool - Up to 100 people	12	\$394.00	100.00%	\$4,728	
this would include only 5 rentals per week	Multi-purpose (Small side) (per hour)	250	\$40.00	100.00%	\$10,000	
					Facility Revenue	3,198,871
					Existing Staff Budget from General Fund	124,918
					Total Revenue	3,323,789
					Total Revenue	3,323,789
					Total Expenses	\$3,798,593
					Total Net	(\$474,804)
					Cost Recovery	88%

Table #13 depicts a five-year pro-forma for Option #2 resulting in a potential 98% cost recovery.

Table #13: College Station Recreation Center Operations & Maintenance Projections Five-Year Pro-Forma for Option #2 Resulting in 98% Cost Recovery

College Station Recreation Center - Option #2 98% Cost Recovery					
Five-Year Pro-forma - Expanded Hours					
	Year 1	Year 2	Year 3	Year 4	Year 5
EXPENSES					
Personnel	\$2,293,146	\$2,361,941	\$2,432,799	\$2,505,783	\$2,580,956
Contractual Services	\$809,385	\$825,573	\$850,340	\$875,850	\$902,125
Commodities	\$293,050	\$298,911	\$304,889	\$310,987	\$317,207
Internal Service Cost	\$543,293	\$554,159	\$565,242	\$576,547	\$588,078
TOTAL EXPENSES	\$3,938,874	\$4,040,583	\$4,153,270	\$4,269,167	\$4,388,367
REVENUES					
Memberships/Passes	\$3,113,933	\$3,300,768	\$3,399,792	\$3,501,785	\$3,606,839
Programs	\$416,000	\$440,960	\$454,189	\$467,814	\$481,849
Rentals	\$196,216	\$207,989	\$214,229	\$220,655	\$227,275
Existing Staff Budget from General Fund	\$124,918	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$3,851,066	\$3,949,717	\$4,068,209	\$4,190,255	\$4,315,963
NET	(\$87,808)	(\$90,866)	(\$85,061)	(\$78,912)	(\$72,404)
COST RECOVERY	98%	98%	98%	98%	98%

* Need to increase revenue from memberships/passess, programs and rentals by 6% in year 2, then continue to increase by 3% in subsequent years.

Table #14 depicts a one-year summary including all expenses and revenue, for Option #2 resulting in a potential 98% cost recovery.

Table #14: One-Year Summary For Option #2 Resulting in 98% Cost Recovery

College Station Recreation Center - Option #2 98% Cost Recovery			
Operations and Maintenance Projections - Expanded Hours			
	Estimated Cost Recovery	98%	
Staffing Projections			\$2,293,146
Full Time Staff		<u>\$844,423</u>	
Part Time Staff		<u>\$1,448,724</u>	
Operating Expenses			
Contractual Services			\$809,385
Commodities			\$293,050
Facility Expenses			\$3,395,581
Internal Service Cost			\$543,293
Total Expenses			\$3,938,874
Revenue			
Memberships/Passes			\$3,113,933
Programs			\$416,000
Rentals			\$196,216
Facility Revenue			\$3,726,149
Existing Staff Budget from General Fund			\$124,918
Total Revenue			\$3,851,066
		Total Revenue	\$3,851,066
		Total Expenses	\$3,938,874
		Total Net	(\$87,808)
		Cost Recovery	98%

Table #15 depicts the projected expenses for Option #2 resulting in a potential 98% cost recovery.

Table #15: Expenses for Option #2 Resulting in a Potential 98% Cost Recovery.

College Station Recreation Center - Option #2 98% Cost Recovery						
Operating and Maintenance Budget Projection - Expanded Hours						
Estimated Cost Recovery				98%	Sub total w/ benefits	Total w/ Benefits
Staffing Projections						
Full Time Staff					\$844,423	\$2,293,146 67.53%
	FTE	Hours	Salary	Annual Cost		
existing Recreation Programs Supervisor - Athletics	0.5	1040	\$64,616.00	\$32,308		
existing Events Specialist - Athletics	0.5	1040	\$38,376.00	\$19,188		
existing Staff Assistant	1	2080	\$36,914.00	\$36,914		
existing Aquatics Supervisor	0.5	1040	\$73,015.00	\$36,508		
new Recreation Center Manager	1	2080	\$90,155.40	\$90,155		
new Assistant Recreation Center Manager	1	2080	\$78,747.00	\$78,747		
new Fitness Coordinator	1	2080	\$48,796.00	\$48,796		
new Membership Services Coordinator	1	2080	\$48,796.00	\$48,796		
new Aquatics Coordinator	1	2080	\$48,796.00	\$48,796		
new Aquatics Maintenance Tech	1	2080	\$37,252.00	\$37,252		
new Recreation Center Maintenance Coordinator	1	2080	\$48,796.00	\$48,796		
new Athletics Coordinator	1	2080	\$48,796.00	\$48,796		
new Recreation Center Custodian	2	4160	\$37,252.00	\$74,504		
	12.5					
Benefits Percentage		30.00%		\$194,867		
Part Time Staff					\$1,448,724	
	Hours	Hourly Cost				
Front Desk Lead	5525	\$13.00		\$71,825		
Front Desk	5525	\$10.50		\$58,013		
Lifeguard	5525	\$12.00		\$66,300		
Lifeguard	5525	\$12.00		\$66,300		
Pool Manager	5525	\$14.50		\$80,113		
Head Lifeguard	5525	\$13.00		\$71,825		
Lifeguard	5525	\$12.00		\$66,300		
Lifeguard	5525	\$12.00		\$66,300		
Lifeguard	5525	\$12.00		\$66,300		
Lifeguard	5525	\$12.00		\$66,300		
Lifeguard	5525	\$12.00		\$66,300		
Fitness Assistant	5525	\$10.50		\$58,013		
Fitness Assistant	5525	\$10.50		\$58,013		
Child Watch Lead	2600	\$13.50		\$35,100		
Child Watch	2600	\$12.00		\$31,200		
Child Watch	2600	\$12.00		\$31,200		
Recreation Assistant	5525	\$10.50		\$58,013		
Recreation Assistant	5525	\$10.50		\$58,013		
PT Facility Lead	2400	\$13.50		\$32,400		
Certified Fitness Instructor	4500	\$25.00		\$112,500		
Private Swim Lesson Instructor	2000	\$14.50		\$29,000		
Water Safety Instructor	1000	\$12.00		\$12,000		
Benefit Percentage not included in wages		15.00%		\$187,399		

Operating Expenses					
Contractual Services		Multiplier	Unit Cost	\$809,385	23.84%
	Water	73,702	\$0.60	\$44,221	
	Wastewater	73,702	\$0.13	\$9,581	
	Electricity	73,702	\$1.68	\$123,819	
	Sanitation	73,702	\$0.54	\$39,799	
	Cable	1	\$3,100.00	\$3,100	
	Phone	1	\$4,100.00	\$4,100	
	Custodial	97,505	\$0.53	\$52,132	
Aquatics	Aquatics Water	23,803	\$1.00	\$23,803	
Aquatics	Aquatics Wastewater	23,803	\$0.48	\$11,425	
Aquatics	Aquatics Electricity	23,803	\$2.38	\$56,651	
Aquatics	Aquatics Sanitation	23,803	\$0.54	\$12,854	
Aquatics	Chemicals	1	\$58,530.00	\$58,530	
	Weight/Cardio Equipment Maintenance Contract	12	\$1,500.00	\$18,000	
	HVAC Maintenance Contract	1	\$6,500.00	\$6,500	
	Pest Control	1	\$1,000.00	\$1,000	
	Elevator Contract	1	\$2,800.00	\$2,800	
	Fire Extinguisher Contract	1	\$3,500.00	\$3,500	
	Equipment Maintenance	12	\$3,000.00	\$36,000	
	Software Credit Card Processing Fee	2.75%	\$3,726,148.50	\$102,469	
	Security/Fire Alarm Service	1	\$1,900.00	\$1,900	
	Building Insurance	1	\$190,000.00	\$190,000	
	Office Equipment (copier)	12	\$600.00	\$7,200	
Operating Expenses continued					
Commodities				\$293,050	8.63%
	First Aid Equipment			\$5,000	
	First Aid Supplies			\$5,000	
	Building Maintenance Supplies			\$10,000	
	Marketing/Printing			\$50,000	
	Office Supplies			\$10,000	
	Education/Training			\$16,000	
	Program Supplies			\$140,000	
	Uniforms			\$10,000	
	Contract Labor			\$31,250	
	Minor/Tools Equipment			\$10,000	
	Pre-Employment Screening			\$5,800	
	Operating exclusive of staffing				
				\$1,102,435	
				Facility Expenses	\$3,395,581
				Internal Service Cost	\$543,293
				Total Expenses	\$3,938,874

Table #16 depicts the projected revenue for Option #2 resulting in a potential 98% cost recovery.

Table #16: Revenue for Option #2 Resulting in a Potential 98% Cost Recovery.

Revenue					Facility Revenue	\$3,726,149
125,192 population	Revenue Opportunities					
Memberships/Passes				Membership/Passes	\$3,113,933	83.57%
		Projected Head Count	Projected Passes Sold Annually			
Resident	<u>Annual Resident Passes</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$2,961,600
	Adult	210,000	3500	\$408.00	\$1,428,000.00	
	Senior	60,000	1000	\$288.00	\$288,000.00	
	Youth	27,000	450	\$288.00	\$129,600.00	
	Family	75,000	1500	\$744.00	\$1,116,000.00	
	Total Resident Annual Membership Pass Visits	372,000	6,450			
Non-Resident	<u>Annual Non-resident Pass</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$129,600
	Adult	3,750	75	\$510.00	\$38,250.00	
	Senior	2,000	40	\$360.00	\$14,400.00	
	Youth	1,000	20	\$360.00	\$7,200.00	
	Family	3,600	75	\$930.00	\$69,750.00	
	Total Non-resident Annual Membership Pass Visits	10,350	210			
Resident	<u>Monthly Resident Pass</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$4,300
	Adult	600	75	\$34.00	\$2,550.00	
	Senior	320	40	\$24.00	\$960.00	
	Youth	160	20	\$24.00	\$480.00	
	Family	40	5	\$62.00	\$310.00	
	Total Month Visits	1,120	140			
Non-Resident	<u>Monthly Non-Resident Pass</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$3,563
	Adult	400	50	\$42.50	\$2,125.00	
	Senior	240	30	\$30.00	\$900.00	
	Youth	40	5	\$30.00	\$150.00	
	Family	40	5	\$77.50	\$387.50	
	Total Month Visits	720	90			
Daily Admissions	<u>Daily Admission</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$9,770
	Adult	365	365	\$12.00	\$4,380.00	
	Senior	365	365	\$10.00	\$3,650.00	
	Youth	150	150	\$10.00	\$1,500.00	
	Family	40	10	\$24.00	\$240.00	
	Total Daily Admissions Visits	920				
Non-Resident Daily Admissions	<u>Daily Non-Resident Admission</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$5,100
	Adult	180	180	\$15.00	\$2,700.00	
	Senior	90	90	\$12.50	\$1,125.00	
	Youth	90	90	\$12.50	\$1,125.00	
	Family	20	5	\$30.00	\$150.00	
	Total Daily Admissions Visits	380				
	Total Annual Visits	385,490				
	Daily Average	1,101				

Programs			Programs			\$416,000	11.16%	
Special Functions			#/Year	Price	Multiplier	Revenue		
this would include 5 rentals per week Birthday Parties			250	\$275.00	100.00%	\$68,750		
Aquatic Programs			#/Year	Cost Per Session	Multiplier			
Swim Lessons (8 classes)			2000	\$53.00	100.00%	\$106,000		
Private Swim Lessons (4 classes)			1000	\$73.00	100.00%	\$73,000		
Fitness Programs			#/Year	Cost Per Session	Multiplier			
Personal Trainer			0	\$0.00	100.00%	\$0		
Children's Programs			#/Year	Cost Per Session	Multiplier			
Children's Clinic			150	\$45.00	100.00%	\$6,750		
Children's Camp - SUMMER / SPRING BREAK / THANKSGIVING			300	\$125.00	100.00%	\$37,500		
Leagues			#/Year	Cost Per Team	Multiplier			
Adult Basketball League			30	\$350.00	100.00%	\$10,500		
Adult Volleyball League			90	\$300.00	100.00%	\$27,000		
Pickleball League			50	\$150.00	100.00%	\$7,500		
Youth Volleyball			250	\$100.00	100.00%	\$25,000		
Youth Basketball			450	\$100.00	100.00%	\$45,000		
Department Special Event			#/Year	Cost Per Team	Multiplier			
Adult Basketball Tournament			30	\$100.00	100.00%	\$3,000		
Adult Volleyball Tournament			30	\$100.00	100.00%	\$3,000		
Pickleball Tournament			60	\$50.00	100.00%	\$3,000		
Rentals					Rentals	\$196,216	5.27%	
Rec Center Rentals			# hours/Year	Cost Per Hour	Multiplier			
2 three-hour rentals per year Entire Center (per hour)			12	\$1,000.00	100.00%	\$12,000		
this would include only 15 rentals per week Half court (per hour)			750	\$45.00	100.00%	\$33,750		
this would include only 15 rentals per week One Court (per hour)			750	\$90.00	100.00%	\$67,500		
this would include only 5 rentals per week Two Courts (per hour)			250	\$180.00	100.00%	\$45,000		
Recreation Activity Pool - Up to 100 people			12	\$394.00	100.00%	\$4,728		
Recreation Activity Pool - 101 - 300 people			12	\$630.00	100.00%	\$7,560		
Recreation Activity Pool - 301-600 people			12	\$840.00	100.00%	\$10,080		
8 Lane 25 Yard Pool - Up to 100 people			12	\$394.00	100.00%	\$4,728		
8 Lane 25 Yard Pool * 101 - 300 people			1	\$630.00	100.00%	\$630		
One Lane (per hour)			1	\$20.00	100.00%	\$20		
Party Room (per hour)			1	\$40.00	100.00%	\$40		
Multi-purpose (Entire) (per hour)			1	\$100.00	100.00%	\$100		
Multi-purpose (Large side) (per hour)			1	\$80.00	100.00%	\$80		
this would include only 5 rentals per week Multi-purpose (Small side) (per hour)			250	\$40.00	100.00%	\$10,000		
							Facility Revenue	\$3,726,149
							Existing Staff Budget from General Fund	\$124,918
							Total Revenue	\$3,851,066
							Total Revenue	\$3,851,066
							Total Expenses	\$3,938,874
							Total Net	(\$87,808)
							Cost Recovery	98%

Table #17 depicts the proposed membership fees for the 98% and 85% cost recovery projections.

Table #17 Fees and Rate Comparisons (Memberships) for the 98% and 85% Cost Recovery Projections

College Station Recreation Center Fees and Rates Comparison					
Membership Fees		98%		85%	
		Annual	Monthly	Annual	Monthly
Resident					
	Adult	\$408.00	\$34.00	\$336.00	\$28.00
	Senior	\$288.00	\$24.00	\$240.00	\$20.00
	Youth	\$288.00	\$24.00	\$240.00	\$20.00
	Family	\$744.00	\$62.00	\$624.00	\$52.00
Non-resident (increased 25%)					
	Adult	\$510.00	\$42.50	\$420.00	\$35.00
	Senior	\$360.00	\$30.00	\$300.00	\$25.00
	Youth	\$360.00	\$30.00	\$300.00	\$25.00
	Family	\$930.00	\$77.50	\$780.00	\$65.00

Table #18 depicts the proposed program fees, and rental rates for the 98% and 85% cost recovery projections.

Table #18 Program and Rental Rates for the 98% and 85% Cost Recovery Projections

Program/Rental Rates	
	Price Per Two Hour Party
Birthday Parties	\$275.00
	Cost Per Session
Swim Lessons	\$53.00
Private Swim Lessons	\$73.00
Children's Clinic	\$45.00
Children's Camp - SUMMER / SPRING BREAK / THANKSGIVING	\$125.00
	Cost Per Team
Adult Basketball League	\$350.00
Adult Volleyball League	\$300.00
Pickleball League	\$150.00
Youth Volleyball	\$100.00
Youth Basketball	\$100.00
Adult Basketball Tournament	\$100.00
Adult Volleyball Tournament	\$100.00
Pickleball Tournament	\$50.00
	Cost Per Occurrence
Entire Center (per hour)	\$1,000.00
Half Court (per hour)	\$45.00
One Court (per hour)	\$90.00
Two Courts (per hour)	\$180.00
Recreation Activity Pool - Up to 100 people	\$394.00
Recreation Activity Pool - 101 - 300 people	\$630.00
Recreation Activity Pool - 301-600 people	\$840.00
8 Lane 25 Yard Pool - Up to 100 people	\$394.00
8 Lane 25 Yard Pool * 101 - 300 people	\$630.00
One Lane (per hour)	\$20.00
Party Room (per hour)	\$40.00
Multi-purpose (Entire) (per hour)	\$100.00
Multi-purpose (Large side) (per hour)	\$80.00
Multi-purpose (Small side) (per hour)	\$40.00

Note – fees and rates for programs and rentals are the same for all cost recovery projections.

Table #19 depicts a five-year pro-forma for Option #2 resulting in a potential 85% cost recovery.

Table #19: College Station Recreation Center Operations & Maintenance Projections Five-Year Pro-Forma for Option #2 Resulting in 85% Cost Recovery

College Station Recreation Center - Option #2 Expanded Hours 85% Cost Recovery					
Five-Year Pro-forma					
	Year 1	Year 2	Year 3	Year 4	Year 5
EXPENSES					
Personnel	\$2,293,146	\$2,361,941	\$2,432,799	\$2,505,783	\$2,580,956
Contractual Services	\$794,885	\$810,782	\$835,106	\$860,159	\$885,964
Commodities	\$293,050	\$298,911	\$304,889	\$310,987	\$317,207
Internal Service Cost	\$540,973	\$551,792	\$562,828	\$574,085	\$585,567
TOTAL EXPENSES	\$3,922,054	\$4,023,427	\$4,135,623	\$4,251,014	\$4,369,694
REVENUES					
Memberships/Passes	\$2,586,655	\$2,741,854	\$2,824,110	\$2,908,833	\$2,996,098
Programs	\$416,000	\$440,960	\$454,189	\$467,814	\$481,849
Rentals	\$196,216	\$207,989	\$214,229	\$220,655	\$227,275
Existing Staff Budget from General Fund	\$124,918	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$3,323,789	\$3,390,803	\$3,492,527	\$3,597,303	\$3,705,222
NET	(\$598,266)	(\$632,623)	(\$643,095)	(\$653,711)	(\$664,471)
COST RECOVERY	85%	84%	84%	85%	85%

* Need to increase revenue from memberships/passess, programs and rentals by 6% in year 2, then continue to increase by 3% in subsequent years.

Note – membership fees were reduced 16% for the 85% Cost Recovery Projections.

Table #20 depicts a one-year summary including all expenses and revenue for Option #2 resulting in a potential 85% cost recovery.

Table #20: College Station Recreation Center Operations & Maintenance Projections One-Year Summary for Option #2 Resulting in 85% Cost Recovery

College Station Recreation Center - Option #2 Expanded Hours 85% Cost Recovery			
Operations and Maintenance Projections			
	Estimated Cost Recovery	85%	
STAFFING PROJECTIONS			\$2,293,146
Full Time Staff		<u>\$844,423</u>	
Part Time Staff		<u>\$1,448,724</u>	
OPERATING EXPENSES			
Contractual Services			\$794,885
Commodities			\$293,050
Facility Expenses			\$3,381,081
Internal Service Cost			\$540,973
Total Expenses			\$3,922,054
Revenue			
Memberships/Passes			\$2,586,655
Programs			\$416,000
Rentals			\$196,216
Facility Revenue			\$3,198,871
Existing Staff Budget from General Fund			\$124,918
Total Revenue			\$3,323,789
		Total Revenue	\$3,323,789
		Total Expenses	\$3,922,054
		Total Net	(\$598,266)
		Cost Recovery	85%

Table #21 depicts the projected expenses for Option #2 resulting in a potential 85% cost recovery.

Table #21: Expenses for Option #2 Resulting in a Potential 85% Cost Recovery.

College Station Recreation Center - Option #2 Expanded Hours 85% Cost Recovery						
Operating and Maintenance Budget Projection						
Estimated Cost Recovery				85%	Total w/ Benefits	
Staffing Projections					Sub total w/ benefits	\$2,293,146 67.82%
Full Time Staff					\$844,423	
	FTE	Hours	Salary	Annual Cost		
existing Recreation Programs Supervisor - Athletics	0.5	1040	\$64,616.00	\$32,308		
existing Events Specialist - Athletics	0.5	1040	\$38,376.00	\$19,188		
existing Staff Assistant	1	2080	\$36,914.00	\$36,914		
existing Aquatics Supervisor	0.5	1040	\$73,015.00	\$36,508		
new Recreation Center Manager	1	2080	\$90,155.40	\$90,155		
new Assistant Recreation Center Manager	1	2080	\$78,747.00	\$78,747		
new Fitness Coordinator	1	2080	\$48,796.00	\$48,796		
new Membership Services Coordinator	1	2080	\$48,796.00	\$48,796		
new Aquatics Coordinator	1	2080	\$48,796.00	\$48,796		
new Aquatics Maintenance Tech	1	2080	\$37,252.00	\$37,252		
new Recreation Center Maintenance Coordinator	1	2080	\$48,796.00	\$48,796		
new Athletics Coordinator	1	2080	\$48,796.00	\$48,796		
new Recreation Center Custodian	2	4160	\$37,252.00	\$74,504		
	12.5					
Benefits Percentage		30.00%		\$194,867		
Part Time Staff					\$1,448,724	
		Hours	Hourly Cost			
Front Desk Lead		5525	\$13.00	\$71,825		
Front Desk		5525	\$10.50	\$58,013		
Lifeguard		5525	\$12.00	\$66,300		
Lifeguard		5525	\$12.00	\$66,300		
Pool Manager		5525	\$14.50	\$80,113		
Head Lifeguard		5525	\$13.00	\$71,825		
Lifeguard		5525	\$12.00	\$66,300		
Lifeguard		5525	\$12.00	\$66,300		
Lifeguard		5525	\$12.00	\$66,300		
Lifeguard		5525	\$12.00	\$66,300		
Lifeguard		5525	\$12.00	\$66,300		
Fitness Assistant		5525	\$10.50	\$58,013		
Fitness Assistant		5525	\$10.50	\$58,013		
Child Watch Lead		2600	\$13.50	\$35,100		
Child Watch		2600	\$12.00	\$31,200		
Child Watch		2600	\$12.00	\$31,200		
Recreation Assistant		5525	\$10.50	\$58,013		
Recreation Assistant		5525	\$10.50	\$58,013		
PT Facility Lead		2400	\$13.50	\$32,400		
Certified Fitness Instructor		4500	\$25.00	\$112,500		
Private Swim Lesson Instructor		2000	\$14.50	\$29,000		
Water Safety Instructor		1000	\$12.00	\$12,000		
Benefit Percentage not included in wages		15.00%		\$187,399		

Operating Expenses					
Contractual Services		<u>Multiplier</u>	<u>Unit Cost</u>		\$794,885 23.51%
	Water	73,702	\$0.60	\$44,221	
	Wastewater	73,702	\$0.13	\$9,581	
	Electricity	73,702	\$1.68	\$123,819	
	Sanitation	73,702	\$0.54	\$39,799	
	Cable	1	\$3,100.00	\$3,100	
	Phone	1	\$4,100.00	\$4,100	
	Custodial	97,505	\$0.53	\$52,132	
Aquatics	Aquatics Water	23,803	\$1.00	\$23,803	
Aquatics	Aquatics Wastewater	23,803	\$0.48	\$11,425	
Aquatics	Aquatics Electricity	23,803	\$2.38	\$56,651	
Aquatics	Aquatics Sanitation	23,803	\$0.54	\$12,854	
Aquatics	Chemicals	1	\$58,530.00	\$58,530	
	Weight/Cardio Equipment Maintenance Contract	12	\$1,500.00	\$18,000	
	HVAC Maintenance Contract	1	\$6,500.00	\$6,500	
	Pest Control	1	\$1,000.00	\$1,000	
	Elevator Contract	1	\$2,800.00	\$2,800	
	Fire Extinguisher Contract	1	\$3,500.00	\$3,500	
	Equipment Maintenance	12	\$3,000.00	\$36,000	
	Software Credit Card Processing Fee	2.75%	\$3,198,871.00	\$87,969	
	Security/Fire Alarm Service	1	\$1,900.00	\$1,900	
	Building Insurance	1	\$190,000.00	\$190,000	
	Office Equipment (copier)	12	\$600.00	\$7,200	
Operating Expenses continued					
Commodities					\$293,050 8.67%
	First Aid Equipment			\$5,000	
	First Aid Supplies			\$5,000	
	Building Maintenance Supplies			\$10,000	
	Marketing/Printing			\$50,000	
	Office Supplies			\$10,000	
	Education/Training			\$16,000	
	Program Supplies			\$140,000	
	Uniforms			\$10,000	
	Contract Labor			\$31,250	
	Minor/Tools Equipment			\$10,000	
	Pre-Employment Screening			\$5,800	
	Operating exclusive of staffing				
				\$1,087,935	
				Facility Expenses	\$3,381,081
				Internal Service Cost	\$540,973
				Total Expenses	\$3,922,054

Table #22 depicts the projected revenue for Option #2 resulting in a potential 85% cost recovery.

Table #22: Revenue for Option #2 Resulting in a Potential 85% Cost Recovery.

Revenue						Facility Revenue	\$3,198,871
125,192 population	Revenue Opportunities						
Memberships/Passes						Membership/Passes	\$2,586,655 65.95%
		Projected Head Count	Projected Passes Sold Annually				
Resident	<u>Annual Resident Passes</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$2,460,000	
	Adult	210,000	3500	\$336.00	\$1,176,000.00		
	Senior	60,000	1000	\$240.00	\$240,000.00		
	Youth	27,000	450	\$240.00	\$108,000.00		
	Family	75,000	1500	\$624.00	\$936,000.00		
	Total Resident Annual Membership Pass Visits	372,000	6,450				
Non-Resident	<u>Annual Non-resident Pass</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$108,000	
	Adult	3,750	75	\$420.00	\$31,500.00		
	Senior	2,000	40	\$300.00	\$12,000.00		
	Youth	1,000	20	\$300.00	\$6,000.00		
	Family	3,600	75	\$780.00	\$58,500.00		
	Total Non-resident Annual Membership Pass Visits	10,350	210				
Resident	<u>Monthly Resident Pass</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$3,560	
	Adult	600	75	\$28.00	\$2,100.00		
	Senior	320	40	\$20.00	\$800.00		
	Youth	160	20	\$20.00	\$400.00		
	Family	40	5	\$52.00	\$260.00		
	Total Month Visits	1,120	140				
Non-Resident	<u>Monthly Non-Resident Pass</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$2,950	
	Adult	400	50	\$35.00	\$1,750.00		
	Senior	240	30	\$25.00	\$750.00		
	Youth	40	5	\$25.00	\$125.00		
	Family	40	5	\$65.00	\$325.00		
	Total Month Visits	720	90				
Daily Admissions	<u>Daily Admission</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$7,970	
	Adult	365	365	\$10.00	\$3,650.00		
	Senior	365	365	\$8.00	\$2,920.00		
	Youth	150	150	\$8.00	\$1,200.00		
	Family	40	10	\$20.00	\$200.00		
	Total Daily Admissions Visits	920					
Non-Resident Daily Admissions	<u>Daily Non-Resident Admission</u>		<u>Number</u>	<u>Price</u>	<u>Revenue</u>	\$4,175	
	Adult	180	180	\$12.50	\$2,250.00		
	Senior	90	90	\$10.00	\$900.00		
	Youth	90	90	\$10.00	\$900.00		
	Family	20	5	\$25.00	\$125.00		
	Total Daily Admissions Visits	380					
	Total Annual Visits	385,490					
	Daily Average	1,101					

Programs			Programs		\$416,000	10.61%
Special Functions		<u>#/Year</u>	<u>Price</u>	<u>Multiplier</u>	<u>Revenue</u>	
this would include 5 rentals per week	Birthday Parties	250	\$275.00	100.00%	\$68,750	
Aquatic Programs		<u>#/Year</u>	<u>Cost Per Session</u>	<u>Multiplier</u>		
	Swim Lessons (8 classes)	2000	\$53.00	100.00%	\$106,000	
	Private Swim Lessons (4 classes)	1000	\$73.00	100.00%	\$73,000	
Children's Programs		<u>#/Year</u>	<u>Cost Per Session</u>	<u>Multiplier</u>		
	Children's Clinic	150	\$45.00	100.00%	\$6,750	
	Children's Camp - SUMMER / SPRING BREAK / THANKSGIVING	300	\$125.00	100.00%	\$37,500	
Leagues		<u>#/Year</u>	<u>Cost Per Team</u>	<u>Multiplier</u>		
	Adult Basketball League	30	\$350.00	100.00%	\$10,500	
	Adult Volleyball League	90	\$300.00	100.00%	\$27,000	
	Pickleball League	50	\$150.00	100.00%	\$7,500	
	Youth Volleyball	250	\$100.00	100.00%	\$25,000	
	Youth Basketball	450	\$100.00	100.00%	\$45,000	
Department Special Event		<u>#/Year</u>	<u>Cost Per Team</u>	<u>Multiplier</u>		
	Adult Basketball Tournament	30	\$100.00	100.00%	\$3,000	
	Adult Volleyball Tournament	30	\$100.00	100.00%	\$3,000	
	Pickleball Tournament	60	\$50.00	100.00%	\$3,000	
Rentals				Rentals	\$196,216	5.00%
Rec Center Rentals		<u># hours/Year</u>	<u>Cost Per Hour</u>	<u>Multiplier</u>		
2 three hour rentals per year	Entire Center (per hour)	12	\$1,000.00	100.00%	\$12,000	
this would include only 15 rentals per week	Half Court (per hour)	750	\$45.00	100.00%	\$33,750	
this would include only 15 rentals per week	One Court (per hour)	750	\$90.00	100.00%	\$67,500	
this would include only 5 rentals per week	Two Courts (per hour)	250	\$180.00	100.00%	\$45,000	
	Recreation Activity Pool - Up to 100 people	12	\$394.00	100.00%	\$4,728	
	Recreation Activity Pool - 101 - 300 people	12	\$630.00	100.00%	\$7,560	
	Recreation Activity Pool - 301-600 people	12	\$840.00	100.00%	\$10,080	
	8 Lane 25 Yard Pool - Up to 100 people	12	\$394.00	100.00%	\$4,728	
this would include only 5 rentals per week	Multi-purpose (Small side) (per hour)	250	\$40.00	100.00%	\$10,000	
					Facility Revenue	3,198,871
					Existing Staff Budget from General Fund	124,918
					Total Revenue	3,323,789
					Total Revenue	3,323,789
					Total Expenses	\$3,922,054
					Total Net	(\$598,266)
					Cost Recovery	85%

Table #23 depicts the projected first year start-up costs.

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Table #23: First Year Start-Up Costs

First Year Start Up Costs		Cost	
Full Time Staff with Benefits			<u>\$176,612.60</u>
8 Months	Recreation Center Manager	\$59,502.56	
6 Months	Assistant Recreation Center Manager	\$39,373.50	
4 Months	Fitness Coordinator	\$16,102.68	
4 Months	Membership Services Coordinator	\$16,102.68	
4 Months	Aquatics Coordinator	\$16,102.68	
1 Month	Aquatics Maintenance Tech	\$3,091.92	
1 Month	Recreation Center Maintenance Coordinator	\$4,050.07	
4 Months	Athletics Coordinator	\$16,102.68	
1 Month (2)	Recreation Center Custodian	\$6,183.83	
Full Time Benefit Percentage not included in wages		30.00%	
Part Time Staff with Benefits			<u>\$25,714.00</u>
Hourly Part Time Staff (80 Hours Each for Training)		Hourly	
	Front Desk Lead	\$13.00	\$1,040.00
	Front Desk	\$10.50	\$840.00
	Pool Manager	\$14.50	\$1,160.00
	Head Lifeguard	\$13.00	\$1,040.00
	Lifeguard	\$12.00	\$960.00
	Lifeguard	\$12.00	\$960.00
	Lifeguard	\$12.00	\$960.00
	Lifeguard	\$12.00	\$960.00
	Lifeguard	\$12.00	\$960.00
	Lifeguard	\$12.00	\$960.00
	Lifeguard	\$12.00	\$960.00
	Fitness Assistant	\$10.50	\$840.00
	Fitness Assistant	\$10.50	\$840.00
	Child Watch Lead	\$13.50	\$1,080.00
	Child Watch	\$12.00	\$960.00
	Child Watch	\$12.00	\$960.00
	Recreation Assistant	\$10.50	\$840.00
	Recreation Assistant	\$10.50	\$840.00
	PT Facility Lead	\$13.50	\$1,080.00
	Certified Fitness Instructor	\$25.00	\$2,000.00
	Private Swim Lesson Instructor	\$14.50	\$1,160.00
	Water Safety Instructor	\$12.00	\$960.00
Benefit Percentage not included in wages		15.00%	\$3,354.00
Contractual Services (3 Months)			<u>\$202,346.23</u>
	Water	\$11,055.30	
	Wastewater	\$2,395.32	
	Electricity	\$30,954.84	
	Sanitation	\$9,949.77	
	Cable	\$775.00	
	Phone	\$1,025.00	
	Custodial	\$13,032.94	
Aquatics	Aquatics Water	\$5,950.75	
Aquatics	Aquatics Wastewater	\$2,856.36	
Aquatics	Aquatics Electricity	\$14,162.79	
Aquatics	Aquatics Sanitation	\$3,213.41	
Aquatics	Chemicals	\$14,632.50	
	Weight/Cardio Equipment Maintenance Contract	\$4,500.00	
	HVAC Maintenance Contract	\$1,625.00	
	Pest Control	\$250.00	
	Elevator Contract	\$700.00	
	Fire Extinguisher Contract	\$875.00	
	Equipment Maintenance	\$9,000.00	
	Software Credit Card Processing Fee	\$25,617.27	
	Security/Fire Alarm Service	\$475.00	
	Building Insurance	\$47,500.00	
	Office Equipment (copier)	\$1,800.00	
Commodities			<u>\$171,800.00</u>
	First Aid Equipment	\$5,000.00	
	First Aid Supplies	\$5,000.00	
	Marketing/Printing	\$50,000.00	
	Office Supplies	\$10,000.00	
	Education/Training	\$16,000.00	
	Program Supplies	\$70,000.00	
	Uniforms	\$10,000.00	
	Pre-Employment Screening	\$5,800.00	
Total Start Up			<u>\$576,472.83</u>

August 28, 2025
Item No. 8.2.
Destination Wayfinding Signage

Sponsor: Jeremiah Cook, Assistant Director - Tourism

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding destination wayfinding signage in College Station.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): Staff recommends the council receive the presentation and provide direction.

Summary: In 2008, the Bryan-College Station Convention and Visitors Bureau launched a destination wayfinding initiative to enhance signage throughout Brazos County. A dedicated committee was formed to oversee a comprehensive study on optimal locations and design standards. By 2012, new signage was installed across the community, including key pedestrian and vehicular corridors in Northgate and Downtown Bryan. The original contract included a five-year maintenance agreement, which expired in 2018. Since then, the signs have experienced noticeable deterioration, with issues related to accuracy, visibility, and durability. Staff will present an update on current conditions and outline potential paths forward.

The Tourism Committee reviewed this item at its July 30 meeting and expressed support for continued discussions regarding the update of wayfinding signage throughout the community.

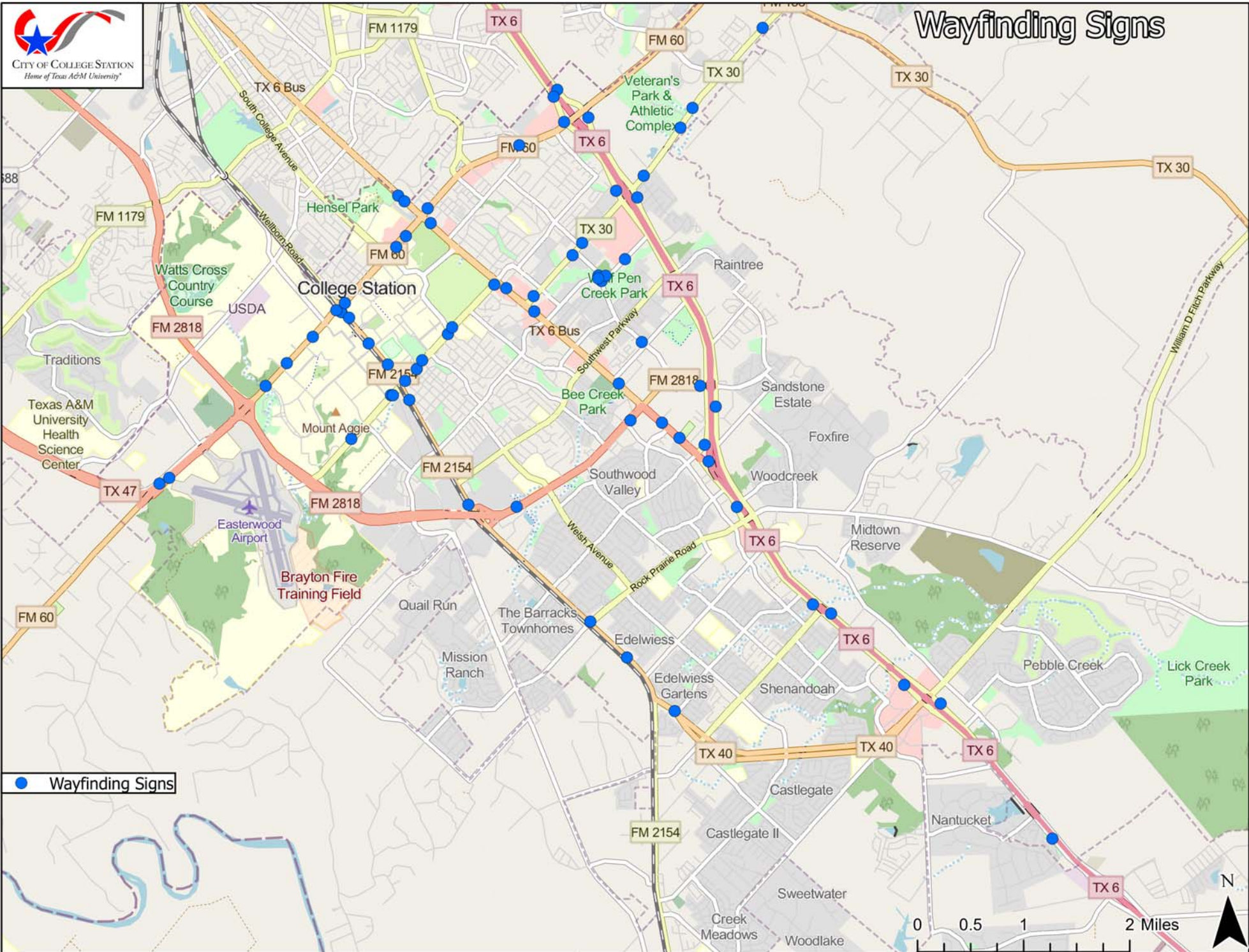
Budget & Financial Summary:

Attachments:

1. Wayfinding Signs Map
2. Current Wayfinding Signage Examples



Wayfinding Signs



WAYFINDING EXAMPLES



August 28, 2025
Item No. 9.1.
Tax Rate Public Hearing

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on the City of College Station 2026 advertised ad valorem tax rate of \$0.511872 per \$100 valuation resulting in an increase in tax revenues. Also, discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends council hold a public hearing and receive citizen input on the tax rate.

Summary: The governing body of a taxing unity may not adopt a tax rate that exceeds the lower of the voter-approval rate or the no-new revenue tax rate until the governing body has held a public hearing on the proposed tax rate. Following each public hearing the City Council must announce the meeting date, time and place to adopt the tax rate.

The tax rate that the City Council announced it would hold the public hearings on is \$0.511872 per \$100 assessed valuation.

The notice of this public hearing was placed in the Eagle, as well as on the City's internet site, and the City's television channel.

The City Council will vote on the tax rate on Thursday August 28, 2025 at 6:00 PM.

Budget & Financial Summary: The public hearing tax rate of \$0.511872 per \$100 assessed valuation will generate approximately \$73.5 million in taxes. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:

None

August 28, 2025

Item No. 9.2.

Budget Adoption / Ratifying the property tax revenue increase reflected in the budget.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2025-2026 Budget; and presentation, discussion, and possible action ratifying the property tax revenue increase reflected in the budget.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends the City Council approve the ordinance adopting the proposed 2025-2026 budget with any changes the Council wishes to include. A summary of changes the City Council has discussed will be presented to the Council for consideration.

Staff also recommends the City Council ratify the property tax revenue increase reflected in the budget.

Summary: There are two actions in this agenda item.

First is the consideration of the 2025-2026 proposed budget. The City Council received the proposed budget on July 7, 2025 and held a budget workshops on July 16 and a Special Meeting on August 12th. The City Council held a public hearing on the proposed budget on July 24th.

The City Council will need to include any proposed revisions to the budget in the motion to adopt the budget.

The second action is ratification of the property tax revenue increase reflected in the budget. This action is required due to recently enacted legislation. House Bill 3195 amends the local government code to say the following:

"(c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate as required by Chapter 26, Tax Code, or other law."

The proposed budget will result in additional property tax revenues over last year of approximately \$4.9 million at a proposed tax rate of \$0.511872 per \$100 assessed valuation.

Budget & Financial Summary: The following is an overall summary of the proposed budget with workshop revisions.

Subtotal Operation and Maintenance:	\$390,078,560
Subtotal Capital:	84,147,138
Total Proposed Budget:	\$474,225,698

Attachments:

1. Appendix A Ordinance - FY26 Budget

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A BUDGET FOR THE 2025-2026 FISCAL YEAR AND AUTHORIZING EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, a proposed budget for the fiscal year October 1, 2025 to September 30, 2026, was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, notice of said hearing having first been duly given; and

WHEREAS, the City Council has reviewed and amended the proposed budget and changes as approved by the City Council have been identified and their effect included in the budget; now therefore,

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

- PART 1:** That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station, Texas.
- PART 2:** That authorization is hereby granted for the expenditure of the same under the respective items contained in said budget with the approved fiscal and budgetary policy statements of the City.
- PART 3:** The governing body, the City Council, has authorized the City Manager, through the budget ordinance, to assign fund balance. Assignments, unlike commitments, are not permanent and a formal action is not required for the removal of an assignment. Finally, assignments may not result in a deficit in Unassigned Fund Balance. Assigned Fund Balance includes amounts that are constrained by the government's intent to be used for specific purposes but are neither restricted nor committed.
- PART 4:** That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute contracts and documents authorizing the payment of funds and to expend public funds for expenditures that are \$100,000 or less; to exercise, approve and execute all contract renewal options for approved contracts, subject to and contingent upon appropriation of sufficient budgeted funds by the City, to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract document or in accordance with the applicable Finance administrative procedure. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 5: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby, authorized to provide for transfers of any unexpended or unencumbered appropriation balance within each of the various departments and within any other fund of the City.

PART 6: That the City Council hereby approves the funding and the purchases that are made pursuant to interlocal agreements as provided by CHAPTER 271, SUBCHAPTERS (D) AND (F) of the TEXAS LOCAL GOVERNMENT CODE in this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to approve and execute contracts and documents authorizing the payment of funds, and to expend public funds that have been expressly designated, approved, and appropriated in this budget for new and replacement equipment as set out in the 2025-26 Fiscal Year Fleet and Equipment Replacement Funds and Technology Related Hardware and Software as described in **Attachment “A”** to this Ordinance.

PART 7: That this ordinance shall become effective immediately after passage and approval.

PASSED AND APPROVED THIS 28th DAY OF AUGUST 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

ATTACHMENT A
2025-26 FISCAL YEAR FLEET AND EQUIPMENT REPLACEMENT FUNDS

FY26 FLEET REPLACEMENT LIST

Department	Year	Description	Replacement Cost
CAPITAL IMPROVEMENT PROJECTS	2015	CHEVY 2500 RC 2WD	80,000
CAPITAL IMPROVEMENT PROJECTS	2015	CHEVY 2500 RC 2WD	80,000
ELECTRIC	2014	CHEVY 1500 CC 2WD	65,000
PUBLIC WORKS STREETS	2020	KUBOTA ZERO TURN	25,000
PUBLIC WORKS STREETS	2016	CHEVY 2500 RC 2WD	80,000
PUBLIC WORKS STREETS	2017	CAT MILLING MACHINE	800,000
PUBLIC WORKS STREETS	2014	CAT 303.5E EXCAVATOR	100,000
PUBLIC WORKS STREETS	2005	TRAILER KING	170,000
PUBLIC WORKS STREETS	2015	CHEVY 2500 RC 2WD	80,000
PUBLIC WORKS TRAFFIC	2016	F550 BUCKET TRUCK	300,000
PUBLIC WORKS TRAFFIC	2018	CHEVY 2500 CC 2WD UTILITY	80,000
PUBLIC WORKS LANDSCAPE	2015	CHEVY 2500 RC 2WD	80,000
POLICE	2016	CHEVY TAHOE	100,000
POLICE	2017	CHEVY TAHOE	100,000
POLICE	2022	CHEVY TAHOE	100,000
POLICE	2022	CHEVY TAHOE	100,000
POLICE	2022	CHEVY TAHOE	100,000
POLICE	2014	CHEVY 1500 CC 2WD	70,000
POLICE	2015	CHEVY 1500 CC 2WD	70,000
POLICE	2017	CHEVY 1500 CC 2WD	70,000
POLICE	2019	CHEVY 1500 CC 2WD	70,000
POLICE	2019	CHEVY 1500 CC 2WD	70,000
POLICE	2019	FORD EXPLORER XLT	70,000
FIRE	2019	F550 AMBULANCE	450,000
FIRE	2015	CHEVY 3500 AMBULANCE	450,000
CODE ENFORCEMENT	2019	CHEVY 1500 CC 2WD	65,000
PLANNING & DEVELOPMENT	2016	CHEVY 1500 CC 2WD	65,000
PLANNING & DEVELOPMENT	2017	CHEVY 1500 CC 2WD	65,000
CODE ENFORCEMENT	2014	CHEVY 1500 CC 2WD	65,000
CODE ENFORCEMENT	2014	CHEVY 1500 CC 2WD	65,000
CODE ENFORCEMENT	2014	CHEVY 1500 CC 2WD	65,000
COMMUNITY DEVELOPMENT	2011	CHEVY 1500 CC 2WD	70,000
SOLID WASTE	2013	CHEVY 2500 RC 2WD	80,000
SOLID WASTE	2021	AUTOCAR SL	500,000
SOLID WASTE	2022	AUTOCAR FEL	500,000
PARKS AND RECREATION	2015	CHEVY 2500 CC 2WD	65,000
PARKS AND RECREATION	2014	JOHN DEERE 3038E	54,000
PARKS AND RECREATION	2014	JOHN DEERE 5055E	80,000
PARKS AND RECREATION	2014	JOHN DEERE 3038E	54,000
PARKS AND RECREATION	2016	TORO SANDPRO 3040	20,000
PARKS AND RECREATION	2016	BOBCAT SKID STEER LOADER	150,000
PARKS AND RECREATION	2018	TORO WORKMAN MDX UTV	30,000
PARKS AND RECREATION	2020	TORO ZMASTER ZERO TURN	25,000
PARKS AND RECREATION	2020	TORO ZMASTER ZERO TURN	25,000
ELECTRIC	2017	CHEVY 3500 CC 4WD UTILITY	160,000
ELECTRIC	2015	CHEVY TAHOE	80,000
ELECTRIC	2014	CHEVY 1500 CC 2WD	80,000
ELECTRIC	2014	CHEVY 1500 CC 2WD	80,000
ELECTRIC	2015	CHEVY 2500 CC 2WD UTILITY	95,000
ELECTRIC	2016	F550 BUCKET TRUCK	300,000
ELECTRIC	2016	F550 BUCKET TRUCK	300,000
WATER	2019	CHEVY 3500 CC 4WD UTILITY	130,000
WATER	2017	CHEVY 1500 CC 2WD	65,000

FY26 FLEET REPLACEMENT LIST

Department	Year	Description	Replacement Cost
WATER	2011	KUBOTA UTV	25,000
WATER	2018	CHEVY 3500 CC 4WD UTILTIY	130,000
WASTEWATER	2013	CHEVY 1500 CC 2WD	65,000
WASTEWATER	2013	CHEVY 1500 CC 2WD	70,000
WASTEWATER	2018	CHEVY 1500 CC 2WD	65,000
WASTEWATER	2013	CHEVY 1500 CC 2WD	70,000
WASTEWATER	2013	BOBCAT MINI EXC	100,000
WASTEWATER	2015	CHEVY 2500 CC 2WD	80,000
WASTEWATER	2013	CHEVY 1500 CC 2WD	70,000
WASTEWATER	2016	CHEVY 2500 CC 2WD	80,000
WASTEWATER	2013	JOHN DEERE BACKHOE 310SK	250,000
WASTEWATER	2012	AUTOCAR SLINGER	380,000
WASTEWATER	2014	FREIGHLINER DUMP 12-14 YDS	200,000
			\$ 8,678,000

ATTACHMENT “A”

2025-26 FISCAL YEAR TECHNOLOGY RELATED HARDWARE AND SOFTWARE

TECHNOLOGY RELATED HARDWARE AND SOFTWARE NOT TO EXCEED \$5,000,000

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subchapters (D) and (F) of the Texas Local Government Code.

August 28, 2025
Item No. 9.3.
Tax Rate Adoption

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approval of an ordinance adopting the City of College Station 2025-2026 ad valorem tax rate of \$0.511872 per \$100 assessed valuation, the debt service portion being \$0.202668 per \$100 assessed valuation and the operations and maintenance portion being \$0.309204 per \$100 assessed valuation.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends Council adopt the tax rate of \$0.511872 per \$100 assessed valuation.

Summary: On August 28th, the City Council discussed the tax rate and called a public hearing on a tax rate of \$0.511872.

The tax rate must be adopted as two separate components – one for Operations and Maintenance and one for Debt Service.

\$0.309204	O&M
\$0.202668	Debt Service
\$0.511872	Total Tax Rate

This is the tax rate that was used to prepare the proposed budget. If the City Council adopts a tax rate lower than the proposed rate, the budget will have to be amended and reduced.

Current Tax Rate:	\$0.513086
No New Revenue Tax Rate:	\$0.490510
Voter Approved Tax Rate:	\$0.511872
Proposed Tax Rate:	\$0.511872

Budget & Financial Summary: The proposed tax rate of \$0.511872 per \$100 assessed valuation will generate approximately \$73.5 million. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:

1. Appendix A - Ad Valorem Ordinance - FY25-26

ORDINANCE NO. _____

AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2025-26 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.

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

SECTION I. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the **2025-26 fiscal year** upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of **fifty-one and eighteen hundredths and seventy-two thousand cents (\$0.511872) on each one hundred dollar (\$100.00)** valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

- 1.** For the maintenance and support of the general government (General Fund), **thirty and ninety-two hundred and four thousand cents (\$0.309204) on each one-hundred-dollar (\$100.00)** valuation of property; and
- 2.** For the general obligation debt service (Debt Service Fund), is **twenty and twenty-six hundred and sixty-eight thousand cents (\$0.202668) on each one hundred dollars (\$100.00)** valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

SECTION II. All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

SECTION III. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

SECTION IV. That this ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED THIS 28th DAY OF AUGUST 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

August 28, 2025
Item No. 9.4.
Fee Resolution

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends the City Council approve the resolution adopting the Fees, Rates and Charges for Fiscal Year 2026.

Summary: All fees, rates and charges in the Code of Ordinances are adopted by resolution of the City Council as provided in Sec. 2-117 of the Code. Each year with the budget the Council adopts a new resolution to keep the fees, rates, and charges current.

Budget & Financial Summary: Detail of revenue history and budget estimates by major fund can be found in the Fiscal Year 2026 budget document at [Appendix D.](#)

Attachments:

1. FY26 Fee Resolution 6.16.25

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), ESTABLISHING THE FEES, RATES AND CHARGES AS AUTHORIZED IN CHAPTER 2 “ADMINISTRATION”, ART. V. “FINANCE”, DIV. 2 “FEES, RATES AND CHARGES” OF THE CODE OF ORDINANCES; AND REPEALING PRIOR FEES, RATES AND CHARGES FOUND RESOLUTIONS AND AMENDMENTS AND REPEALING PRIOR RESOLUTIONS AND AMENDMENTS ESTABLISHING ANY FEES, RATES OR CHARGES.

WHEREAS, the Code of Ordinances, City of College Station, Texas contains substantially all ordinances compiled, adopted and approved by the College Station City Council; and

WHEREAS, Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas requires all fees, rates and charges be adopted by resolution; now therefore,

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

PART 1: That the City Council has approved, authorized and established the fees, rates and charges as provided by Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas, and as shown in **Exhibit A, “Fees, Rates and Charges”**.

PART 2: That reference to a Chapter, Article, Division or Section in **Exhibit A, “Fees, Rates and Charges”** shall be considered a reference to the same Chapter, Article, Division or Section from the Code of Ordinances, City of College Station, Texas.

PART 3: That the City Council hereby repeals all prior resolutions and amendments establishing any fees, rates or charges as are established in **Exhibit A, “Fees, Rates and Charges”**.

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

ADOPTED this 28th day of August, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A
FEES, RATES AND CHARGES

CHAPTER 2: ADMINISTRATION

1. Article V. Finance

Division 2. Fees, Rates and Charges

a. Sec. 2-118. Service fees.

i. Service fees established.

- 1. The fee for a payment by a card for a fee, fine, court cost, or other charge shall be set as \$3.00 per transaction.**
- 2. Returned check fee to pay any amount - \$25.00**
- 3. Credit Card Charge Back Fee - \$25.00**
- 4. Notary Public fee per document - \$6.00**

b. Sec. 2-119. Police Department Services.

- i. Police Escorts. \$50.00 per hour per each officer.**
- ii. Livestock Permit Fee. – \$35.00**

c. Sec. 2-120. Fire Department Services

- i. Requests for incident reports prepared by the Fire Department.**
- ii. Mileage charges for Fire Department services outside the City limits will be in accordance with the IRS Standard Mileage Rates and may change from time to time. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.**
- iii. Fire Department inspections of day care centers. - \$50.00**
- iv. Fire Department inspections of foster homes. - \$30.00**
- v. Fire Department inspections of nursing home facilities. - \$150.00**
- vi. Fire Department inspections of health care facilities. - \$150.00**
- vii. Fire Department Alternative Fire Suppression Systems Permit- \$100**
- viii. Access Control tied to Fire Alarm Permit - \$100**
- ix. Fire Department Fire Alarm Permit. \$100.00 for up to 25 devices. Additional devices after are \$2.00 per device. Any additional inspections are \$75.00 per hour with a 2-hour minimum paid in advance. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes will be permitted per building up to 4 floors.**
- x. Fire Department underground fire lines permit. - \$150.00**
- xi. Fire Department Fuel tank Permit \$100.00**
- xii. Fuel line leak testing performed by the Fire Department. - \$100.00**
- xiii. Fire Department Fire sprinkler system Permit. \$125.00 for up to 100 heads. Additional heads after 100 are \$1.00 per head. Any additional inspection on the same system is \$125.00 per inspection. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes are permitted per building up to 4 floors.**
- xiv. Fire Department inspections of a hospital- \$250.00**

- xv. Annual life safety inspections, after the second re-inspection a **\$150** re-inspection fee will be assessed on each inspection thereafter.
- xvi. Fire Department Burn Permit Fee – Ten Day Commercial Burn Permit **\$500.00** and Ten Day Residential Burn Permit - **\$50.00**
- xvii. Fire Department after hours (after hours means anytime other than Monday – Friday 8 AM – 5 PM) inspection - **\$75.00 per hour, per inspector with a two-hour minimum charge.**
- xviii. Fire Department Stand by for special events **\$50 per hour per person (2 person minimum)**
- xix. The provision of emergency medical services basic life support (BLS) with transportation. - **\$1,200.00** base fee plus **\$19.00** per loaded mile
- xx. The provision of emergency medical services advanced life support (ALS1) with transportation. - **\$1,400.00** base fee plus **\$19.00** per loaded mile
- xxi. The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation. - **\$1,650.00** base fee plus **\$19.00** per loaded mile
- xxii. The provision of emergency medical services specialty care transport (SCT) from one medical facility to another medical facility. - **\$1,700.00** base fee plus **\$19.00** per loaded mile
- xxiii. The provision of fire and emergency medical services for non-residents without transportation. - **\$250.00**
- xxiv. Administrative fees and reimbursement fees for supplies and medications.
 - 1. The provision of BLS, ALS1 or ALS2 services with transportation when oxygen is used shall be charged a **\$130.00** supply fee to cover oxygen costs.
 - 2. The provision of BLS services with transportation shall be charged a **\$200.00** supply fee to cover single patient use items.
 - 3. The provision of ALS1 or ALS2 services with transportation shall be charged a **\$400.00** supply fee to cover single patient use items.
- xxv. Hazardous Materials incidents
 - 1. Level I response - Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up, and command.
\$300 per hour with a 1-hour minimum plus consumables at market value.
 - 2. Level II response - Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decontamination center. **\$600** per hour with a 2-hour minimum plus consumables at market value.
- xxvi. Mobile Food Vendor Permit. -**\$100.00**
- xxvii. Hot Work Permit. - **\$100.00**
- xxviii. Emergency Access Gate Permit. -**\$50.00**

d. Sec. 2-122. Planning and Development Services Department.

The development application and permit fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

i. Building permit fees for structures requiring a building permit:

1. Building Permit Fee Schedule

2. RESIDENTIAL

Single-Family or Duplex Permits	
Permit Types	Permit Fee
New Single-Family or Duplex Building	\$0.74 per square foot
Accessory: Living Quarters or Pool House	\$0.74 per square foot; \$127 minimum
Accessory: All Other	\$0.56 per square foot; \$63 minimum
Mechanical Change-Outs	\$95
Mechanical Permit	\$55 minimum for the first 1,000 square feet of building area plus \$0.03 per square foot over 1,000 square feet
Remodel or Addition	\$0.75 per square foot; \$123 minimum
Re-Roof	\$95

Multi-Family Permits	
Permit Types	Permit Fee
New Multi-Family Building	\$0.46 per square foot
Accessory: All Other	\$0.56 per square foot; \$63 minimum
Mechanical Change-Outs	92 incorrect @ \$95
Mechanical Permit	\$55 minimum for the first 1,000 square feet of building area plus \$0.03 per square foot over 1,000 square feet
Remodel or Addition	\$0.46 per square foot; \$127 minimum
Re-Roof	\$190

4. COMMERCIAL PERMITS

Commercial Permit Types	Permit Fee
New Commercial Building	<u>Permit Fee Schedule</u>
Remodel, Addition, or Accessory	<u>Permit Fee Schedule</u>
Mechanical and Mechanical Change-Outs	\$40 minimum for the first \$1,000 valuation, plus \$6.75 for each additional \$1,000 valuation, or fraction thereof
Mechanical Vent Hood	\$95
Mechanical Walk-In Cooler	\$95
Re-Roof Permit	\$190
Window Replacements	<u>Permit Fee Schedule</u> \$127 Minimum

5. PERMIT FEE SCHEDULE

Estimated Building Construction Valuation	Permit Fee
\$0 to \$50,000	\$40 for the first \$1,000 valuation plus \$6.70 for each additional \$1,000 valuation, or fraction thereof, up to \$50,000 valuation
\$50,001 to \$100,000	\$370 for the first \$50,000 valuation plus \$5.35 for each additional \$1,000 valuation, or fraction thereof, up to \$100,000 valuation
\$100,001 to \$500,000	\$640 for the first \$100,000 valuation plus \$4.00 for each additional \$1,000 valuation, or fraction thereof, up to \$500,000 valuation
\$500,001 and up	\$2,255 for the first \$500,000 valuation plus \$2.70 for each additional \$1,000 valuation thereafter

6.

7. MISCELLANEOUS PERMITS

Banner Permit	\$283
Construction Board of Adjustments	\$687
Contractor Registration	\$80
Demolition Permit	\$67
Driveway Permit	\$67
Electrical Permit	\$55 minimum for the first 1,000 square feet of building area plus \$0.03 per square foot over 1,000 square feet
Electrical Repair or Alteration	\$54

Inspections After Hours (anytime other than M-F, 8-5)	\$99 per hour; \$198 minimum
Irrigation Permit	\$40
Location Permit	\$67
Moving Permit	\$135

Plumbing Permit Base Fee	\$40
Plumbing Fixtures (includes sinks, lavatories, water heaters, tubs, showers, urinals, water closets, bidets, drinking fountains, floor drains, dishwashers, oil/sand traps, link traps, grease traps, machines, etc.)	\$6.75
Sewer Line (new or replacement)	\$6.75
Water Line (new or replacement)	\$6.75
Storm Sewer Line (new or replacement)	\$6.75
Plumbing Gas Permit Base Fee	\$40
Gas Piping (up to four gas outlets)	\$6.75
Gas Piping (each gas outlet over four)	\$1.35
Pool Permit	<u>Permit Fee Schedule</u>
Portable Storage Container Permit	\$67
Reinspection (applies to all inspections)	\$132
Sign Permit (includes Grand Opening; excludes <u>Banners</u>)	\$205
Solar Panels – Residential	\$695
Solar Panels – Commercial	\$822
Tank Permit (fuel and water tanks, fuel dispensing systems)	<u>Permit Fee Schedule</u>
Temporary Power Pole: College Station Utilities (includes connection)	\$101
Temporary Power Pole: Bryan Texas Utilities	\$40
Temporary Power Pole: Entergy	\$40
Tent Permit	<u>Permit Fee Schedule</u>
Window Replacements (Residential)	\$127

Planning and Development Services Fees as Authorized by Appendix A-12-3.2- C-3.

Abandonment – Easement or ROW	\$1,110
Administrative Adjustment	\$135
Alternative Parking Plan	\$135
Comprehensive Plan Amendment	\$1,670
Conditional Use Permit	\$1,670
Design Review Board	\$512
Development Permit/Public Infrastructure Review and Inspection Fee	\$790.12 minimum; plus the infrastructure fees shown below
Water	\$183.63 per 100 Linear Feet
Sewer	\$143.84 per 100 Linear Feet
Storm	\$164.23 per 100 Linear Feet
Street	\$572.29 per 100 Linear Feet
Sidewalk	\$327.46 per 100 Linear Feet
Lift Station Review and Inspection	\$3,310.98
Final Plat or Development Plat	\$1,333
Final plat (minor or amending)	\$1,010
Waiver or Variance – Subdivision Regulations	\$337
Non-Residential Architectural (NRA)	\$512
Preliminary Plan	\$1,333
Reinspection (applies to all inspection types)	\$132
Rezoning (Including PDD and P-MUD)	\$1,670
PDD Amendment - P&Z and Council Review	\$458
PDD Amendment - Staff Review Only	\$256
Site Plan	\$1,333
Minor Site Plan	\$512
Written Interpretation	\$162
Zoning Board of Adjustment	\$512
Zoning Letter	\$135

a. Sec. 2-123. City Facility Use Fees

The fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

- a.** The City Manager may set the fees, rates, or charges to use any City Facility that is not covered by the Code of Ordinances.

b. 1207 Visitor Center and Event Space user fees, rates, and charges.

User Fee up to 4 hours	\$2,060
User Fee up to 8 hours	\$3,090
Refundable Security Deposit	\$1,000
Use of City Staff for Set-Up, Take Down, Clean-up or Security,	Applicable fully loaded direct costs for personnel utilized for actual time incurred

FEES, CHARGES AND RATES NOT LISTED IN FINANCE SECTION OF CODE OF ORDINANCES:

CHAPTER 6: ANIMALS

1. Article I. In General

a. Sec. 6-116(1). Requirements for owner of a dangerous dog.

- i.** Registration. Register the dangerous dog with the Animal Control Authority and pay an annual registration fee of **\$500.00** for the first year and a **\$250.00** re-registration fee thereafter unless such dog has violated one or more provisions of this chapter during the previous year, in which case an annual renewal registration fee of **\$500.00** shall be assessed as established in Section 2-117.

b. Sec. 6-150(c). Rabbits.

- i.** Permit requirements. The following is required to be issued a permit for keeping of rabbits in a single-family residential zone: payment of a fee as may be established in Section 2-117. - **\$35.00**

c. Sec. 6-151(c). Ferrets.

- i.** Permit requirements. The following is required to be issued a permit for ferrets: payment of a fee as may be established in Section 2-117. - **\$35.00**

CHAPTER 8: BUSINESSES

1. Article III. Credit Access Businesses

Division 2. Registration

a. Sec. 8-81. Required.

- i. A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business. A fee of **\$50.00**, which may be amended from time to time by resolution or ordinance is established for each physically separate credit access business within the City limits.

2. Article IV. Gravediggers

Division 2. License

a. Sec. 8-145. Gravediggers.

- i. A person who seeks a license hereunder shall apply to the City Secretary on a form furnished for such purpose. Upon meeting the qualifications and requirements of this division, such person shall be issued a license by the City Secretary. Each new applicant shall pay an application fee of **\$100.00**. Each licensee must pay a yearly renewal fee of **\$25.00**. All yearly fees and proof of insurance are due by March 15. A license shall be effective for a period of one year from the date of issuance or until the set renewal date of March 15.

3. Article V. Home Solicitation

Division 2. Home Solicitor Registration

a. Sec. 8-210(b). Application; fee; expiration; non-transferability; material changes.

- i. Application filed under this section must be accompanied by a nonrefundable registration fee of **\$50.00**.
- ii. Renewal Application filed under this section must be accompanied by a nonrefundable registration fee of **\$25.00**.
- iii. Identification badge fee - **\$10.00**.

b. Sec. 8-211(d). Issuance, denial, and display of registration; identification badge.

- i. If a City-issued home solicitor's identification badge is lost, mutilated, or destroyed, the City Manager or designee shall issue the registrant a duplicate identification badge upon payment of a **\$10.00** duplicate badge fee.

Division 3. Itinerant Vendor Permit

a. Sec. 8-235(d). Required; application.

- i. An application for an I-Vendor permit shall be accompanied by a fee of **\$67.00**

4. Article VI. Carnivals, Circuses, Menageries, Sideshows, Concessions, and Special Events
Division 2. Permit

a. Sec. 8-296. Fees.

- i. Application.** The applicant shall pay a nonrefundable application fee established in Section 2-117 upon submission of an application to the City. The application fee may be waived for a nonprofit association holding an event. The application fee shall not be waived for any event involving alcohol sales and/or consumption.
- **\$269.00**
- ii. Re-inspection fee.** If the event is not operated on consecutive calendar days, the City shall re-inspect the premises as provided herein. A re-inspection fee of **\$67.00** shall be paid by the applicant to the City to cover the cost of each re-inspection.

5. Article VII. Secondhand Dealers
Division 2. Permit

a. Sec. 8-361(a). Issuance, fee.

- i.** Upon receipt of the application, the City Accounts Receivable Fiscal Services Department shall issue a permit upon the payment of a fee established by the City Council in Section 2-117; provided, however, no permit shall be issued to any applicant who has been found guilty of a criminal offense against property defined in Texas Penal Code title 7 (Texas Penal Code ch. 28 et seq.) by a court of competent jurisdiction within the preceding five years. Permits issued hereunder shall be valid for a period of one year from the date of issuance thereof.

6. Article VIII. Mobile Food Vendors
Division 2. Permit

a. Sec. 8-418. Permit.

- i.** The application fee for a mobile food vendor permit shall be **\$674.00**. Each mobile food vendor unit shall be permitted separately. Mobile food vendor permits shall be valid for one year from the date of permit issuance.
- ii.** Upon renewal, the applicant must provide a new complete application, payment of a **\$337.00** renewal fee, and new permitting documentation. The applicant must submit the application and renewal fee within 30 days after expiration of the permit or must reapply as a new applicant.
- iii.** The application fee for a concession cart shall be **\$337.00** for initial application, and a renewal fee of **\$135.00**.

7. Article XI. Taxicabs
Division 2. Service License

a. Sec. 8-588(c). Application.

- i. Each application shall be accompanied by a non-refundable license fee of **\$50.00** per taxicab license service to defray the expense of carrying out the provisions of this section.

Division 3. Driver Permit

b. Sec. 8-619(b). Fee generally; issuance; term.

- i. The annual fee for driver's permits issued prior to June 30 shall be **\$10.00**. Fees for permits issued on June 30 or there after shall be **\$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

c. Sec. 8-620. Term; expiration; renewal.

- i. The term of all permits shall be for not more than one year with expiration on December 31. Renewals shall be applied for in the same manner as specified for the original permit. Renewal permits may be issued during the month of December for expiration on December 31 of the following year. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

Division 4. Vehicle Permit

d. Sec. 8-650. Fees.

- i. The annual fee for vehicle permits issued prior to June 30 shall be **\$10.00**. Fees for permits issued on June 30 or there after shall be **\$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.
- ii. The annual fee for vehicle permits issued prior to June 30 shall be established in Section 2-117. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a fee established in Section 2-117. **\$50.00**

e. Sec. 8-654. Reinstatement of suspended permit; fee.

- i. Vehicle permits suspended because of failure to comply with the requirements of Section 8-649(b) may be reinstated as soon as the vehicle is brought back into compliance with Section 8-649(b). Application for such reinstatement shall be made in writing to the City on the form provided by the City. The non-proratable fee for such reinstatement shall be **\$5.00**.

8. Article XII. Pedicabs

Division 2. License and Permit

Subdivision II. License

a. Sec. 8-742. License fee.

- i. Each application must be accompanied by a non-refundable license fee **\$50.00**.

Subdivision III. Permit

b. Sec. 8-774(c). Pedicab Permits.

- i. Fees. The annual fee for pedicab permits issued prior to June 30th shall be **\$10.00**. Fees for permits issued on June 30th or there after shall be **\$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

c. Sec. 8-775(d). Revocation and suspension of pedicab permit.

- i. Reinstatement of suspended permit and fee. Pedicab permits suspended because of failure to comply with the requirements of this article may be reinstated as soon as the pedicab is brought back into compliance. Application for such reinstatement shall be made in writing to the City on the form provided by the City. The fee for reinstatement shall be **\$5.00**.

Division 3. Driver Permit

d. Sec. 8-806. Fee.

- i. The fee for driver permits issued prior to June 30th shall be **\$10.00**. Fees for permits issued on June 30th or there after shall be **\$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

9. Article XIII. Shared Micromobility

a. Sec. 8-824. Fees and Costs.

- i. Permit Application Annual Fee. **\$948.00**.
- ii. Permit Renewal Fee. **\$474.00**.
- iii. Removal, Impoundment, and/or Relocation Fee. A shared mobility operator shall be assessed a **\$158.00** for each bike removed, impounded, or relocated.
- iv. Abandonment Fee. Escrow balance to remain with the City for continued operations **\$5,651.00**.

CHAPTER 10: CEMETERIES

1. Article II. City Owned or Maintained Cemeteries

a. Sec. 10-25(e). Purchase options.

i. Price. The price of all spaces in the City cemeteries shall be established as:

CEMETERY FEES		FY 2026
1. College Station Cemetery:		
	Standard Space	\$1,750
	Cremate Space	\$440
	Infant Space	\$220
2. Memorial Cemetery of College Station:		
Municipal Section:	Standard Space	\$1,750
	Columbaria Niche	\$825 / \$1445
	(Single / Double)	
	Infant Space	\$220
Aggie Field of Honor:	Standard Space	\$3,250
	Columbaria Niche	\$1,650 / \$3000
	(Single / Double)	
3. Grave Opening and Closing Fee		\$150
4. Mark the Grave and Set the Monument		\$100
5. Memorial Bench Set Fee		\$100
6. Cemetery Deed Filing Fee		Up to \$34

CHAPTER 12: EMERGENCY MANAGEMENT AND EMERGENCY SERVICES

1. Article III. Ambulances

Division 2. Permit

a. Sec. 12-79(a). Permit fees, conditions and renewal.

- i. The fee for the permit required in Section 12-77 shall be **\$500.00 per company and \$150.00** per ambulance, and all permits issued under this division shall terminate on December 31 of each year. Such permits may be renewed by paying the permit fee and submitting proof of current Texas Department of Health Services license and liability requirements as provided in section 12-78, and other documentation required by the EMS Chief.

2. Article IV. Alarm Systems

a. Sec. 12-113(b). False alarms.

- i. An alarm user or subscriber shall be allowed three false alarms in a preceding 12-month period without penalty. After this, a user or subscriber shall be assessed a fine fee based on the following schedule established in Section 2-117.
- ii. Police Department Number of False Alarms Fine
 1. 1—3 false alarms **\$0.00**
 2. 4—5 false alarms **\$50.00** for each false alarm
 3. 6—7 false alarms **\$75.00** for false alarm
 4. 8 or more false alarms **\$100.00** for each false alarm
- iii. Fire Department Number of False Alarms
 1. 1—3 false alarms **\$0.00**
 2. 4—5 false alarms **\$85.00** for each false alarm
 3. 6—7 false alarms **\$110.50** for false alarm
 4. 8 or more false alarms **\$145.00** for each false alarm

CHAPTER 14: ENVIRONMENT AND NATURAL RESOURCES

1. Article II. Oil and Gas

Division 2. Production Permits

Subdivision I. In General

a. Sec. 14-58. Permit application generally.

- i. A permit application shall include Application fee as set by Council resolution established in Section 2-117.

b. Sec. 14-67(b). Permit period and renewal.

- i. The operator will submit an application form for a renewal permit no later than 30 days before the expiration of the operator's permit, and indicate in the application what changes are requested at the oil or gas operations site. An inspection and renewal fee established in Section 2-117 shall be paid at the time of reapplication. The operator recognizes the reclassification of a permit from rural to urban may occur due to adjacent development. **\$8,160.00**
- ii. Application requirements. Renewal applications shall include any of the following items which have changed since the original permit application, which shall be current and updated, as applicable, to cover the renewal period:
 1. Renewal application fee as set by Council resolution established in Section 2-117. **\$2,720.00**

Subdivision II. Permit Types and Requirements

a. Sec. 14-99(b). Urban permit.

- iii. Notice. Before consideration of an urban permit application by the City Council, the City Engineer shall cause the following notices of public hearing to be issued, at the operator's expense, no later than two weeks before the regular Council meeting in which the public hearing will be held:
 1. Notice of the public hearing shall be published in a newspaper of general circulation in the City.
 2. Notice of the public hearing shall be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **\$5.40** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public the consent form acceptable to the City.

b. Sec. 14-100(a). Rural permit.

- i. Notice. Before final consideration of a rural permit application by the City Engineer, the City Engineer shall cause the following notices to be issued, at the operator's expense, to provide at least a two-week public comment period before any final action is taken by the City Engineer:

3. Notice of the rural permit application shall be published in a newspaper of general circulation in the City; and
4. Notice shall also be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **\$5.40** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public consent to the proposed oil or gas operations or waiver of the right to receive further notices.

a. **Sec. 14-101. Seismic survey permit.**

- i. Process. To obtain a permit, the operator must apply to the City, pay the permit fee as established by resolution of the City Council established in Section 2-117, and execute a License Agreement on a form approved by the City Attorney. The City Manager or his/her designee may negotiate and execute the License Agreement on behalf of the City. **\$6,800.**

Division 3. Other Requirements

b. **Sec. 14-151(a). Abandonment.**

- i. The operator pays an abandonment fee in an amount set by Council resolution established in Section 2-117. **\$2,720.**

CHAPTER 16: FIRE PREVENTION AND PROTECTION

1. Article I. In General

a. Sec. 16-2(b). Emergency and rescue services.

- i.** Fees shall be collected for services provided within the College Station Fire Department designated response area that includes both inside and outside the City limits. Fees will not exceed the amount expended by the College Station Fire Department. Fire Administration shall collect applicable incident report information that will be forwarded to the College Station Fire Department's authorized agent responsible for collection of any incurred fees. The fees shall be established in Section 2-117.

CHAPTER 24: LIBRARIES

1. Ch. 24. Libraries

a. Sec. 24-2. Library fines, fees and other charges.

- i.** All collections. **\$0.25** per day, with a maximum being the replacement cost of the materials (books, paperbacks, phonograph records, audiobooks, cassettes, periodicals and materials from the vertical file). There shall be a five-day grace period for books and paperbacks borrowed from the adult collection.
- ii.** All collections of art prints and sculpture and DVD's, Blue-rays. **\$1.00** per day, with a maximum being the cost to replace the item.
- iii.** Lost materials. Charges for lost or irreparably damaged items include the cost of the item plus a **\$5.00** non-refundable service charge.
- iv.** Damaged materials. Charges are determined by the cataloging department of the library, based on the amount of time spent and materials used in repairing the item.
– **Cost of the item** plus **\$5.00**.
- v.** Replacement of borrower's card. The initial card for County residents is free of charge. A **\$3.00** fee will be charged to replace a lost card.
- vi.** Non-resident library cards. Library cards will be issued to out-of-County residents for an annual fee of **\$24.00**; such card is valid for one year from the month of purchase.
- vii.** Returned Check Fee is **\$15.00**.
- viii.** Any collection agency fees.

CHAPTER 28: MUNICIPAL COURT OF RECORD

1. Ch. 28. Municipal Court of Record

a. Sec. 28-1(i). Generally.

- i. In the event of an appeal, the appellant shall pay a transcript preparation fee in the amount of **\$25.00**. The transcript preparation fee does not include the fee for an actual transcript of the proceedings. The Clerk shall note the payment of the fee on the docket of the Court. If the case is reversed on appeal, the fee shall be refunded to the appellant. In addition to the transcript preparation fee, the fee for the actual transcript of the proceedings and statement of facts must be paid by the appellant, pursuant to Texas Government Code §§ 30.00014 and 30.00019.

b. Sec. 28-3(b)(3). Juvenile Case Manager / Truancy Prevention & Diversion

- i. Each defendant convicted of a fine-only misdemeanor offense in the Municipal Court shall pay a Juvenile Case Manager fee of **\$5.00** as a cost of Court in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a fine-only misdemeanor offense.

c. Sec. 28-4(c). Municipal Court building security fund.

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court shall pay a Municipal Court building security fee of **\$4.90** as a cost of Court, in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

d. Sec. 28-5(c). Municipal Court technology fund.

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court technology fee of **\$4.00** in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

e. Sec. 28-6(b). Municipal Court child safety fund.

- i. Authorization for fund. For every violation of an ordinance, regulation, or order regulating the stopping, standing, or parking of vehicles as allowed by Texas Transportation Code § 542.202 or ch. 682 in the Municipal Court as a cost of Court, **\$5.00** shall be assessed in addition to any other fines, penalties, or Court costs and shall be collected in the same manner that other fines in the case are collected.

f. Sec. 28-5(c). Municipal Jury fee.

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court Jury fee of **\$.10** in addition to any other fines,

penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

g. Sec. 28-5(d). Local Consolidation fee.

Courts are permitted to assess a single dollar amount that is then apportioned to various funds by percentages outlined in the Chapter 134 of the Local Government Code. The Local Consolidation Fee is as follows:

Local Consolidated Fee (\$14)		
Fund	Percent	Dollar
Municipal Court Building Security Fund	35	\$4.90
Local Truancy Prevention and Diversion Fund	35.7143	\$5.00
Municipal Court Technology Fund	28.5714	\$4.00
Municipal Jury Fund	.7143	.10¢

CHAPTER 32: PARKS AND RECREATION

1. Article II. Public Conduct in Parks and Recreational Areas Division

2. Use Permits

a. Sec. 32-62(6). Application procedure.

- i.** Payment of a fee, if any, as may from time to time be established by the City Council by Section 2-117.

PARKS & RECREATION DEPARTMENT **GENERAL FUND USER FEES**

ATHLETIC FIELDS	FY 2026	
	Resident	Non-Resident
1. Athletic Field Rental ~ One (1) Field, Per Day (Includes Field Redevelopment Fee of \$15)	\$315	\$394
2. Athletic Field Rental ~ One (1) Field, Per Hour (Includes Field Redevelopment Fee of \$5)	\$42	\$53
3. Athletic Field Rental Deposit	Varies	
4. Lights for Field Rentals (Per Hour/Per Field)	\$32	\$40
6. Tournament/Event Rate	Contact Parks and Recreation for Pricing	
7. Key Fee (New Annual Fee and Replacement Fee)	\$11 each	
~ In addition to the rental fees, a deposit will be charged and paid by the renter in advance of any tournament. The deposit will vary depending on the type and size of the tournament.		
~ In addition to the rental and deposit fees, additional fees may be assessed to the renter depending on the length and type of tournament in order to cover expenses incurred by the City for personnel and supplies needed to facilitate the tournament.		
~ Initial game field prep and light fees are included in the daily rental fee, but not in hourly rental fees.		

FY 2026		
PAVILION RENTAL DAILY RATES	Resident Rate	Non-Resident Rate
1. Bee Creek (100) / Oaks (40) Pavilions		
Monday – Thursday	\$210	\$263
Friday – Sunday, and Holidays	\$263	\$329
Deposit	\$210	\$210
2. Central (200) / Bachmann (300) Pavilions		
Monday – Thursday	\$315	\$394
Friday – Sunday, and Holidays	\$368	\$460
Deposit	\$210	\$210
3. John Crompton Park Pavilion (100)		
Monday – Thursday	\$210	\$263
Friday – Sunday, and Holidays	\$263	\$329
Deposit	\$210	\$210
4. American Pavilion in Veterans Park (500)		
Monday – Thursday	\$368	\$460
Friday – Sunday, and Holidays	\$420	\$525
Deposit	\$210	\$210
5. Dog Park Rentals – (Steeplechase Park and University Park)	\$158	\$198
6. Transfer / Cancellation Fee Per Change	\$21	
~ Deposits are refundable if the facility is left clean, damage-free, and the keys are returned.		
~ Deposits are refundable, less the \$20 cancellation fee if reservation is cancelled no later than seven (7) days prior to rental date.		
~ () – The parenthesis by each pavilion shows the limit of occupants that the pavilion can facilitate.		

PERMITS & COMMISSIONS	FY 2026
1. Vendor Permit	\$55
2. Alcohol Permit	\$60
<i>~ Permit is required when alcohol is served at Lick Creek Nature Center, Lincoln Center, Meyer Community Center, Southwood Center, Wolf Pen Creek and Veterans Park rentals.)</i>	
3. Boot Camp Permit (per time slot selected weekly)	\$11 per month
4. Commissions: (Gross Sales minus Sales Tax)	
Food & Drinks	10%
Other Goods	10%
Alcoholic Beverages	20%

FY 2026		
WOLF PEN CREEK	Resident	Non Resident
1. Amphitheater Rentals Per Day:		
Non-Commercial	\$1,100	\$1,375
Private/Commercial	\$1,600	\$2,000
2. Green Room Events ~ per hour, 2 hour minimum		
Non-Commercial	\$105	\$131
Private/Commercial	\$126	\$158
3. The Plaza at Wolf Pen Creek		
Rental (Includes Pavilion and Restroom)	\$210	\$263
4. Festival Site Rental		
Non-Commercial	\$790	\$988
Private/Commercial	\$1,100	\$1,375
5. Amphitheater & Festival Site Rental		
Non-Commercial	\$1,315	\$1,644
Private/Commercial	\$1,850	\$2,313
6. Deposit		
Green Room, Plaza, or Festival Site	\$210	
Amphitheater	\$630	
7. Transfer / Cancellation Fee Per Change	Per Rental Agreement	
~ A percentage of ticketing and fees for service personnel and vending charges will be added accordingly for amphitheater rentals.		
~ A percentage of the gate will be negotiated for commercial events.		
~ Non-Commercial is defined as: Non-profit, student, civic or private.		
~ Security deposits are based upon participants/attendees.		

PARKS & RECREATION DEPARTMENT

FY 2026 REC FUND FEES

ADULT SPORTS PER TEAM	FY 2026	
	Resident Rate	Non-Resident Rate
1. Volleyball (No Field Redevelopment Fee Included)	\$260	
2. Softball (Inc. \$50/Team Field Redevelopment Fee)	\$430	
3. Adult Team Sports (No Team Field Redevelopment Fee)	\$430	
4. Adult Sports per person fee (\$10 Team Field Redevelopment Fee if applicable)	\$80	
5. Ultimate Frisbee	N/A	
6.		
7. Outside League Field Redevelopment Fee Per Team	\$100	\$125
8. Outside League Per Game Contract Fee	\$16	\$20
9. Transfer/Cancellation/Late Registration Fee	\$21	
Adult sports are registered as a team unless otherwise noted.		

INSTRUCTION FEES PER PERSON	FY 2026	
	Resident Rate	Non-Resident Rate
1. <i>All class fees will be set according to the individual needs of each class and are based upon the City of College Station recovery policy.</i>	+25%	
2. Instruction Class Transfer / Cancellation Fee	\$21	

YOUTH SPORTS PER CHILD	FY 2026	
	Resident	Non-Resident
1. Youth sports without Field Redevelopment fee	\$84	\$105
2. Youth sports with Field Redevelopment fee (\$10 per child)	\$84	\$105
3. Outside League Field Redevelopment Fee Per Child ~ All Sports (based on City tier system per season)	\$17/21/27	\$21/26/34
4. Challenger Sports (Basketball, Bowling, Soccer)	\$16	\$20
8. Youth Sports Transfer/Cancellation Fee (Per Child)	\$21	

AQUATICS PROGRAMS	FY 2026	
	Resident	Non-Resident
1. Swim Lessons		
45-Minute Lesson	\$53	\$66
25-Minute Lesson*	\$48	\$60
3. Water Fitness (Unlimited Pass)	\$105	\$131
4. Swim Team (No Field Redevelopment Fee) (-\$10 each sibling)	\$142	\$178
5. Transfer / Cancellation Fee	\$21	
* Children ages 5 and under attend only a 25-minute lesson. All other lessons are 45 minutes in length.		
6. General Admission Per Person (Ages 3 and Up)		
Hallaran	\$4	
Adamson	\$7	
7. Discount Pass – 25 Swims		
Hallaran	\$63	\$79

*College Station Pools	\$126	\$158
8. Family Season Pass (Up to Five Family Members)		
Additional Members in Excess of Five per person	\$32	\$40
Hallaran	\$263	\$329
*College Station Pools	\$365	\$456
9. Individual Season Pass		
Hallaran	\$158	\$198
*College Station Pools	\$210	\$263
10. Pool Rentals		
Hallaran: Up to 100 people	\$263	\$329
Adamson: Up to 100 people	\$394	\$493
101 – 300 people	\$630	\$788
301 – 600 people	\$840	\$1,050
Deposit -all Pools	\$210	
11. Pool Parties Per Person – (2 Hour Period)		
Pavilion Party (Four-table Limit)	\$21	\$26
12. Junior Lifeguard Program Per Person, Per Session	\$80	\$100
13. Lifeguard Training Fee, Per Person	\$158	\$198
14. WSI Class Fee, Per Person	\$158 (or \$210 with Lifeguard)	\$198 / \$263
15. Summer Day Camp (CSISD)	Up to 50% res. rate	N/A
16. CPR/First Aid Certification Fee, Per Person	\$80	\$100
17. Transfer/Cancellation Fee for Pool Rentals	1/3 of rental fee	
<i>*College Station Pools passes are valid at all City of College Station pools</i>		

LINCOLN CENTER	FY 2026	
	Resident	Non-Resident
Programming		
1. After School Program:		
Youth (17 & Under) (Qualifying Families – low income)	\$80/sem. \$48/sem.	\$100/sem. \$60/sem.
Transportation Fee (CSISD to LRC)	\$48/sem.	
2. Summer Program	\$63/week	\$79/week
<i>*Scholarships are offered that reduce the weekly fee by 50% or 75% depending on eligibility.</i>		
3. Late Pick-up Fee:		
1st Fifteen Minutes	\$6	
Each Additional Minute Thereafter	\$2	
4. Membership Pass Adult (18 & over)	\$16/mo.	\$20/mo.
5. Non-Member Guest Pass Per Day (Youth or Adult)	\$4	\$6
Facility Rentals		
Deposit – all rooms*	\$210	
1. Gym Rentals		
Gold Gym - Half Court Rental per Hour (4-Hour max.)	\$53/hr.	\$66/hr.
Gold Gym - Full Court Rental per Hour (4-Hour max.)	\$80/hr.	\$100/hr.
Gold Gym - All Day Usage (More than 4 Hours)	\$473	\$591
Purple Gym - Half Court Rental per Hour (4-Hour max.)	\$63/hr.	\$79/hr.
Purple Gym - Full Court Rental per Hour (4-Hour max.)	\$90/hr.	\$113/hr.
Purple Gym - All Day Usage (More than 4 Hours)	\$483	\$604
Concession Usage (Gold Gym)	\$32	\$40
2. Game Room / Multi-purpose Room Rental		
Per Hour (4-Hour min.)	\$53/hr.	\$66/hr.
3. Community Room Rental		

Per Hour (2-Hour minimum)	\$80/hr.	\$100/hr.
Kitchen usage fee	\$37	\$46
4. Activity Room Rental (Violet, Orchid, Iris)		
Per Hour (2-Hour minimum)	\$63/hr.	\$79/hr.
5. W.A. Tarrow Covered Basketball Pavilion (100)		
Monday – Thursday	\$158	\$198
Friday – Sunday & Holidays	\$210	\$263
6. Gym or Room Cancellation Fee	1/3 of rental	
7. After hour rental charge	\$40	
* Deposits are refundable if the facility is left clean and damage-free.		

FY 2026		
SOUTHWOOD CENTER	Resident	Non-Resident
Programming		
1. Senior Annual Membership Pass	\$27	\$34
2. Non-Member Guest Pass Per Day	\$3	\$5
Facility Rentals		
Deposit – all rooms*	\$210	\$210
1. Meeting Room Rental, Per Hour, 2 hour min.	\$63	\$79
2. Dance/Game Room Rental, Per Hour, 2 hour min.	\$80	\$100
3. Whole Facility Rental Per Hour, 2 hour min. (Excludes Computer Lab)	\$147	\$184
<i>* Deposits are refundable if the facility is left clean and damage-free.</i>		

FY 2026		
MEYER COMMUNITY CENTER	Resident	Non-Resident
Programming		
1. Senior Annual Membership Pass	\$27	\$34
2. Non-Member Guest Pass Per Day	\$3	\$5
Facility Rentals		
1. Deposit - all rooms*	\$210	
2. Meeting Room Rental, Per Hour, 2 hour min.	\$63	\$79
3. Conference Room Rental, Per Hour, 2 hour min.	\$48	\$60
4. Activity Room Rental, Per Hour, 2 hour min.	\$80	\$100
5. Arts & Crafts Room Rental, Per Hour, 2 hour min.	\$48	\$60
<i>* Deposits are refundable if the facility is left clean and damage-free.</i>		

FY 2026		
LICK CREEK NATURE CENTER	Resident	Non Resident
Facility Rentals		
1. Deposit - all rooms*	\$210	
2. Meeting Room Rental, Per Hour, 2 hour minimum	\$105	\$131
3. Outdoor Classroom, Per Hour, 2 hour minimum	\$37	\$46
4. Amphitheater, Per Hour, 2 hour minimum	\$37	\$46

CHAPTER 34: STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

1. Article I. In General

a. Sec. 34-2(c). Encroachments upon easements.

- i.** Application fee. An application for a license to encroach shall be accompanied by a non-refundable filing fee as established by City Council resolution in Section 2-117. - **\$1,091.00**

b. Sec. 34-4(b). Guidelines for consideration of requests for directional signs in public rights-of-way.

- i.** Any application shall be processed for a fee of **\$25.00** and shall be filed within the Office of the City Manager. The City Manager shall review the application based upon the criteria in Subsection (a) of this section. In the event the City Manager denies the application, the applicant may appeal the decision to the City Council. Upon receipt of written notice of an appeal from the applicant, the City Secretary shall place the application on the next available Council agenda.

2. Article II. Street, Sidewalk, Right-Of-Way and Driveway Construction and Repair

a. Sec. 34-36(b). Driveways.

The driveway permit fee is established in Section 2-117, which shall be of an amount to cover the cost of licensing and maintaining records. **\$67.00**

3. Article III. Right-of-Way Use

Division 2. Permit

a. Sec. 34-100. Fee.

- i.** The applicant or permit holder shall pay a fee established in Section 2-117 for the right-of-way improvements permit that shall be the same as that charged in Chapter 14, Section of the City of College Station Code of Ordinances as amended from time to time. - **\$512.00**

b. Sec. 34-102(14). Conditions.

- i.** If irrigation and/or electrical lines are to be extended across a paved roadway, the applicant must pay a one-time fee in the amount of **\$37.00** per square yard of extension area. The extension area is equivalent to three times the yard length to be installed under the roadway. The fee will be waived if the applicant installs sleeves under the pavement and places the irrigation and/or electrical in the sleeves.

4. Article IV. Utility Right-of-Way Use
Division 2. Registration and Construction Permits
Subdivision II. Construction Permits

a. Sec. 34-190(b). Generally.

- i.** The registration fee of **\$57.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.
- ii.** The construction permit fee of **\$961.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.

5. Article V. Parades and Motorcades
Division 2. Permit

a. Sec. 34-248. Fee.

- i.** Upon submission of an application, an application fee shall be paid. The application fee shall be set by the City Council by resolution from time-to-time as the Council deems necessary established in Section 2-117. This application fee will not apply to applicants conducting lawful expressions of opinion protected under the First Amendment of the United States Constitution. - **\$135.00**

CHAPTER 38: TRAFFIC AND VEHICLES

1. Article II. Stopping, Standing and Parking

Division 3. Northgate Area and Remote Pay Systems Areas

a. Sec. 38-106. Northgate Promenade Parking Lot and Remote Pay System Parking Lot fee schedule

1. The City Manager or designee may adjust the parking fee up to or below the amounts set below. The fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Promenade Parking Lot, located at 310 Church Street or any other City owned parking lot by remote pay system parking. Per hour fee up to **\$10.00** per hour.
2. Special event fee up to **\$50.00** per day.
3. Game day fee up to **\$50.00** per day.

b. Sec. 38-107. Northgate Parking Garage fee schedule.

- i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The following fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Parking Garage, located at 309 College Main.
 1. Per hour fee up to **\$10.00** per hour.
 2. Lost ticket fee up to **\$50.00** per day.
 3. Special event fee up to **\$50.00** per day.
 4. Game day fee up to **\$50.00** per day.
- ii. License agreements. The City Manager or designee may enter into license agreements for the use of parking spaces in the Northgate College Main Parking Garage and may charge the following fees established in Section 2-117.
 1. Twenty-four-hour—Seven days a week licenses (24/7). Up to **\$2,000.00** annually, or up to **\$700.00** per semester or up to **\$200.00** per month.
 2. Daytime licenses. Up to **\$1,500.00** annually or up to **\$500.00** per semester or up to **\$200.00** per month.
 3. Charge a non-refundable administrative fee up to **\$50.00** upon execution of a license agreement to park in the garage.
 4. Nighttime licenses. Up to **\$1,500.00** annually or up to **\$500.00** per semester or up to **\$200.00** per month

c. Sec. 38-108. Northgate and Remote Pay System on-street parking fee schedule.

- i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The fees established in Section 2-117 shall be charged for the use of an on-street parking space provided by the City and adjacent to a parking meter or remote pay system area anywhere in the Northgate Area, generally located between South College on the East, Wellborn Road on the West, University Drive on the South and the City limit on the North or in any remote pay system area in the City..
 1. Per hour fee up to **\$10.00** per hour.
 2. Special event fee up to **\$50.00** per day.
 3. Game day fee up to **\$50.00** per day.

2. Division 5 City Facility Parking

- a. Sec. 38-1101. Miscellaneous City Facility Parking.** The City Manager or designee may adjust the parking fee up to or below the amounts established for City facility parking.
- 1.** Per hour fee up to **\$10.00** per hour.
 - 2.** Special event fee up to **\$50.00** per day.
 - 3.** Game day fee up to **\$50.00** per day.

CHAPTER 40: UTILITIES

1. Article I. In General

- a. Sec. 40-3(c). Creation of municipal utility districts.**
 - i. Reimbursement for expenses.**
 - 1. Petition to create district.** Within 6 months after consent to the creation of a district is given by the City, or within 3 months after the district is created by the Texas Commission on Environmental Quality or its successor agency, whichever is later, the owner or the developer of the land within the district must pay the fee established pursuant to Section 2-117 to reimburse the City for expenses relating to processing the petition to create the district. - **\$40,745.00**
 - 2. Petition to annex or acquire land.** To partially reimburse the City for expenses related to a district's annexation or acquisition of land, the owner or developer of land within the district that has not paid the Council-approved fee to process the petition to create the district must make a one-time payment in the amount established pursuant to Section 2-117 within six months after receiving the City's consent to annex or after the district acquires land that is not contiguous to the district's boundaries; or contiguous to the district's boundaries and greater than 5 acres. - **\$40,745.00**
 - 3. Infrastructure plan review and inspection fee.** The infrastructure plan review and inspection fee means the fee established pursuant to Section 2-117 to reimburse the City for engineering and planning fees and expenses related to the City's review of plans and specification of the district's facilities; and inspection of the district's facilities. (**\$767.11 minimum + below:**)
 - a. Water – 183.63 per 100 Linear Feet**
 - b. Sewer - \$143.84 per 100 Linear Feet**
 - c. Storm - \$164.24 per 100 Linear Feet**
 - d. Street - \$572.29 per 100 Linear Feet**
 - e. Sidewalk - \$327.46 per 100 Linear Feet**
 - f. Lift Station Review and Inspection - \$3,310.98**

b. Sec. 40-4. Roadway Maintenance Fee.

LAND USE/VEHICLE-MILE-EQUIVALENCY TABLE

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
PORT AND TERMINAL	030	Truck Terminal	Acre	26.20	6.55			6.55	4.00
INDUSTRIAL	110	General Light Industrial	1,000 SF GFA	3.88	0.97			0.97	4.00
INDUSTRIAL	120	General Heavy Industrial	1,000 SF GFA	2.72	0.68			0.68	4.00
INDUSTRIAL	130	Industrial Park	1,000 SF GFA	3.40	0.85			0.85	4.00
INDUSTRIAL	150	Warehousing	1,000 SF GFA	1.28	0.32			0.32	4.00
INDUSTRIAL	151	Mini- Warehouse	1,000 SF GFA	1.04	0.26			0.26	4.00
RESIDENTIAL	210	Single-Family Detached Housing	Dwelling Unit	4.00	1.00			1.00	4.00
RESIDENTIAL	220	Apartment/M ulti-family	Dwelling Unit	2.48	0.62			0.62	4.00
RESIDENTIAL	230	Residential Condominium /Townhome	Dwelling Unit	2.08	0.52			0.52	4.00
RESIDENTIAL	240	Mobile Home Park / Manufactured Housing	Dwelling Unit	2.36	0.59			0.59	4.00
RESIDENTIAL	251	Senior Adult Housing- Detached	Dwelling Unit	1.08	0.27			0.27	4.00
RESIDENTIAL	252	Senior Adult Housing- Attached	Dwelling Unit	1.00	0.25			0.25	4.00
RESIDENTIAL	254	Assisted Living	Beds	0.88	0.22			0.22	4.00
LODGING	310	Hotel	Room	1.20	0.60			0.60	2.00
LODGING	320	Motel / Other Lodging Facilities	Room	0.94	0.47			0.47	2.00
RECREATIONAL	432	Golf Driving Range	Tee	2.50	1.25			1.25	2.00
RECREATIONAL	430	Golf Course	Acre	0.60	0.30			0.30	2.00
RECREATIONAL	495	Recreational Community Center	1,000 SF GFA	5.48	2.74			2.74	2.00
RECREATIONAL	465	Ice Skating Rink	1,000 SF GFA	4.72	2.36			2.36	2.00
RECREATIONAL	431	Miniature Golf Course	Hole	0.66	0.33			0.33	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
RECREATIONAL	445	Multiplex Movie Theater	Screens	27.28	13.64			13.64	2.00
RECREATIONAL	491	Racquet / Tennis Club	Court	6.70	3.35			3.35	2.00
INSTITUTIONAL	560	Church	1,000 SF GFA	1.10	0.55			0.55	2.00
INSTITUTIONAL	565	Day Care Center	1,000 SF GFA	13.82	12.34	44%	B	6.91	2.00
INSTITUTIONAL	522	Primary/Midd le School (1- 8)	Students	0.32	0.16			0.16	2.00
INSTITUTIONAL	530	High School	Students	0.26	0.13			0.13	2.00
INSTITUTIONAL	540	Junior / Community College	Students	0.24	0.12			0.12	2.00
INSTITUTIONAL	550	University / College	Students	0.34	0.17			0.17	2.00
MEDICAL	630	Clinic	1,000 SF GFA	19.53	5.18			5.18	3.77
MEDICAL	610	Hospital	1,000 SF GFA	3.51	0.93			0.93	3.77
MEDICAL	620	Nursing Home	Beds	0.83	0.22			0.22	3.77
MEDICAL	640	Animal Hospital/Vete rinary Clinic	1,000 SF GFA	9.90	4.72	30%	B	3.30	3.00
OFFICE	714	Corporate Headquarters Building	1,000 SF GFA	5.64	1.41			1.41	4.00
OFFICE	710	General Office Building	1,000 SF GFA	5.96	1.49			1.49	4.00
OFFICE	720	Medical- Dental Office Building	1,000 SF GFA	13.46	3.57			3.57	3.77
OFFICE	715	Single Tenant Office Building	1,000 SF GFA	6.96	1.74			1.74	4.00
OFFICE	750	Office Park	1,000 SF GFA	5.92	1.48			1.48	4.00
COMMERCIAL: Automobile Related	942	Automobile Care Center	1,000 SF Occ. GLA	3.74	3.11	40%	B	1.87	2.00
COMMERCIAL: Automobile Related	843	Automobile Parts Sales	1,000 SF GFA	6.82	5.98	43%	A	3.41	2.00
COMMERCIAL: Automobile Related	944	Gasoline/Serv ice Station	Vehicle Fueling Position	4.82	13.87	42%	A	8.04	0.60
COMMERCIAL: Automobile Related	945	Gasoline/Serv ice Station w/ Conv Market	Vehicle Fueling Position	3.56	13.51	56%	B	5.94	0.60

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Automobile Related	946	Gasoline/Serv ice Station w/ Conv Market and Car Wash	Vehicle Fueling Position	3.66	13.86	56%	A	6.10	0.60
COMMERCIAL: Automobile Related	841	New Car Sales	1,000 SF GFA	4.20	2.62	20%	B	2.10	2.00
COMMERCIAL: Automobile Related	941	Quick Lubrication Vehicle Shop	Servicing Positions	6.22	5.19	40%	B	3.11	2.00
COMMERCIAL: Automobile Related	947	Self-Service Car Wash	Stall	1.99	5.54	40%	B	3.32	0.60
COMMERCIAL: Automobile Related	948	Automated Car Wash	Stall	5.08	14.12	40%	B	8.47	0.60
COMMERCIAL: Automobile Related	848	Tire Store	1,000 SF GFA	5.98	4.15	28%	A	2.99	2.00
COMMERCIAL: Dining	934	Fast Food Restaurant with Drive- Thru Window	1,000 SF GFA	32.66	32.65	50%	A	16.33	2.00
COMMERCIAL: Dining	933	Fast Food Restaurant without Drive-Thru Window	1,000 SF GFA	26.16	26.15	50%	B	13.08	2.00
COMMERCIAL: Dining	932	High Turnover (Sit- Down) Restaurant	1,000 SF GFA	11.22	9.85	43%	A	5.61	2.00
COMMERCIAL: Dining	931	Quality Restaurant	1,000 SF GFA	8.38	7.49	44%	A	4.19	2.00
COMMERCIAL: Dining	937	Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	25.68	42.80	70%	A	12.84	2.00
COMMERCIAL: Other Retail	815	Free-Standing Discount Store	1,000 SF GFA	6.98	4.98	30%	C	3.49	2.00
COMMERCIAL: Other Retail	817	Nursery (Garden Center)	1,000 SF GFA	9.72	6.94	30%	B	4.86	2.00
COMMERCIAL: Other Retail	862	Home Improvement Superstore	1,000 SF GFA	2.42	2.33	48%	A	1.21	2.00
COMMERCIAL: Other Retail	880	Pharmacy/Dr ugstore w/o Drive-Thru Window	1,000 SF GFA	7.90	8.40	53%	A	3.95	2.00
COMMERCIAL: Other Retail	881	Pharmacy/Dr ugstore w/ Drive-Thru Window	1,000 SF GFA	10.10	9.91	49%	A	5.05	2.00
COMMERCIAL: Other Retail	820	Shopping Center	1,000 SF GLA	4.90	3.71	34%	A	2.45	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Other Retail	850	Supermarket	1,000 SF GFA	12.14	9.48	36%	A	6.07	2.00
COMMERCIAL: Other Retail	864	Toy/Children's Superstore	1,000 SF GFA	6.98	4.99	30%	B	3.49	2.00
COMMERCIAL: Other Retail	875	Department Store	1,000 SF GFA	2.62	1.87	30%	B	1.31	2.00
COMMERCIAL: Other Retail	896	Video Rental Store	1,000 SF GFA	13.60	13.60	50%	B	6.80	2.00
SERVICES	911	Walk-In Bank	1,000 SF GFA	12.38	12.13	40%	B	7.28	1.70
SERVICES	912	Drive-In Bank	Drive-in Lanes	29.95	33.24	47%	A	17.62	1.70
SERVICES	918	Hair Salon	1,000 SF GLA	1.73	1.45	30%	B	1.02	1.70

ROADWAY MAINTENANCE FEE SCHEDULE

The roadway maintenance fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

Vehicle Miles Traveled		Monthly Charge
Nonresidential		
Tier I	0 - 23.99	\$23.00
Tier II	24.00 - 43.99	\$51.75
Tier III	43.99 - 90.99	\$99.75
Tier IV	91.00 - 223.99	\$203.50
Tier V	224.00+	\$333.50
Residential		
Single Family	Flat Fee/Dwelling Unit	\$10.25
Multi-Family	Flat Fee/Dwelling Unit	\$8.00

c. Sec. 40-11. Payment of bills.

- i. All payments must be received by the Utility Customer Service Office on or before the due date to avoid late charges or penalties. Payments received after the due date are assessed a late charge or penalty equaling ten percent (10%) of the current monthly charges.

d. Sec. 40-12. Returned check fee.

- i. A fee of **\$25.75** will be charged for each returned check used to pay any amount on a utility account. This fee is in addition to other fees owed to the City for utility services.
- ii. Credit Card Charge Back Fee - **\$28.38**

e. Sec. 40-13(b). Disconnection and reconnections.

- i. A **\$25.00** delinquent fee will be charged on each residential account.

- ii. A **\$154.50** delinquent fee will be charged on each commercial account.
- iii. A **\$30.90** charge will be added for afterhours service (between 5:00pm and 9:00pm)
- f. **Sec. 40-15. Account creation or Reactivation fee.**
 - i. All customers creating a utility account or opening additional account numbers shall pay a fee for creating a utility account, regardless the number of services provided by the City. Account creation fee: **\$30.90**.

2. Article II. Water and Sewer Service
Division 2. Rates, Usage Charges and Fees

- a. **Sec. 40-63. Reserved for future use.**
- b. **Sec. 40-64. Rates for water service.**
 - i. All retail customers using water shall have a monthly service charge based on the water meter size and a monthly usage charge as follows:
 - ii. Service charge: established in Section 2-117.

Meter Size	Service Charge
1. $\frac{3}{4}$ inch	\$13.65 per month
2. 1 inch	\$17.15 per month
3. 1.5 inch	\$25.50 per month
4. 2 inch	\$40.30 per month
5. 3 inch	\$127.15 per month
6. 4 inch	\$188.95 per month
7. 6 inch	\$230.00 per month
8. 8 inch	\$230.00 per month
 - iii. Residential usage charge: Defined to be a domestic meter or irrigation meter serving a residence with one or two living units:
 - 1. **\$3.00** per 1,000 gallons for usage from 0—10,000 gallons
 - 2. **\$3.95** per 1,000 gallons for usage from 11,000—15,000 gallons
 - 3. **\$4.85** per 1,000 gallons for usage from 16,000—20,000 gallons
 - 4. **\$5.70** per 1,000 gallons for usage from 21,000—25,000 gallons
 - 5. **\$6.65** per 1,000 gallons for usage of 26,000 gallons and more
 - iv. Commercial usage charge: Defined to be a meter serving three or more living units or any commercial location, providing water for domestic usage:
 - 1. **\$3.35** per 1,000 gallons
 - v. Commercial irrigation usage charge: Defined to be a meter serving a commercial customer dedicated for non-domestic usage:
 - 1. **\$3.60** per 1,000 gallons
 - vi. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added 50% surcharge

1. Service Charge
 - a. **\$20.50** – monthly service charge ¾”
 - b. **\$25.75** – monthly service charge 1”
 - c. **\$38.30** – monthly service charge 1.5”
 - d. **\$60.45** – monthly service charge 2”
 - e. **\$190.80** – monthly service charge 3”
 - f. **\$283.40** – monthly service charge 4”
 - g. **\$345.00** – monthly service charge 6”
 - h. **\$345.00** – monthly service charge 8”
2. Residential Rates
 - a. **\$4.55**– first 0-10 MGW
 - b. **\$5.95** – next 11-15 MGW
 - c. **\$7.25** – next 16-20 MGW
 - d. **\$8.60** – next 21-25 MGW
 - e. **\$10.00** – all over 26+ MGW
3. Commercial Rate
 - a. **\$5.00** – per MGW
4. Commercial Irrigation Rate
 - a. **\$5.40** – per MGW

c. Sec. 40-65. Rates for sewerage service.

- i. For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit, the monthly charges shall be as follows:
 1. Service charge: **\$22.55** for first 4,000 gallons of water metered.
 2. Usage charge: **\$4.50** per 1,000 gallons of water usage for the next 5,000 gallons of water metered.
 3. Maximum billing: **\$49.70** cap for metered water is 10,000 gallons.
- ii. For customers using sewerage service for household purposes, multifamily residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit shall pay a monthly charge per household unit as **\$28.70**.
- iii. For customers using sewerage service for household purposes, multifamily residences with more than 50 units without kitchen facilities in each unit shall pay a monthly charge per household unit of **\$17.90**.
- iv. For customers using sewerage service for household purposes, multifamily residences having 50 residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as, but not limited to, fraternity houses, sorority houses, boarding houses and privately owned student dorms, the monthly charges shall be as follows:

1. Service charge as **\$19.35** per month.
 2. Usage charge as **\$4.50** per 1,000 gallons of water usage.
 - v. For customers using sewerage service for commercial, industrial, or institutional business establishments, the monthly charges shall be as follows:
 1. Service charge as **\$19.35** per month.
 2. Usage charge as **\$5.35** per 1,000 gallons of water usage.
 - vi. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for commercial, industrial, or institutional business establishments the customer will be charged a monthly rate, based on average rounded water use for the previous 12 months, the monthly charges shall be as follows:
 1. Service charge as **\$19.35** per month.
 2. Usage charge as **\$5.35** per 1,000 gallons of water usage, based on average monthly water use for the previous 12 months.
 - vii. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in section 2-1 for 10,000 gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than 9,001 gallons per month in which case the customer will be charged the following amount:
 1. 0—5,000 gallons per month **\$22.55**
 2. 5,001—7,000 gallons per month **\$31.60**
 3. 7,001—9,000 gallons per month **\$40.65**
 4. 9,001—10,000 > gallons per month **\$49.70**
 - viii. For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City's main sewer collection and treatment system (typically outside the corporate limits of the City) the monthly charge per residential unit is as **\$54.60**.
 - ix. All customers receiving sewer service outside of the City's corporate limits or under contract shall pay all established rates, with an additional **50% surcharge**, as established in Section 2-117.
 - x. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added **50% surcharge**.
- d. **Sec. 40-66. Water and sewer service connection fees, and sewer inspection fees.**
- i. Fee for water service connection. The City will charge a service charge to all customers connecting to the water system within or outside the corporate limits of the City. The service charge will be based on water meter size.
 1. The water service connection fee shall apply to all connections to the water system, including meter set-ins. The service charge for water connection is:

<u>Meter Size</u>	<u>Charge</u>
a. ¾ inch	\$662.72
b. 1 inch	\$806.84
c. 1 ½ inch	\$2,184.69
d. 2 inch	\$3,232.82

2. For three-inch and larger water meters, a **\$103.00** service charge will be assessed and includes only an inspection fee. Meters of this size must be purchased by the developer that meet current City specifications. The developer is responsible for contracting a licensed/bonded contractor, acquiring applicable permits to install the service connection in accordance with City specifications, and is to be inspected by the City before meter is placed into service.
- ii. Fee for sewer service connection. All customers connecting to the sewerage system within or outside the corporate limits of the City will have a service charge based on sewer connection size.

	<u>Sewer Connection Size</u>	<u>Charge</u>
a.	4 inch / RESIDENTIAL	\$360.50
b.	6 inch / NONRESIDENTIAL	\$103.00

e. Sec. 40-67. Fire flow testing.

- i. For customers requesting a fire flow test on the existing City water system, an additional charge established in Section 2-117 will be assessed as described herein.
 1. Fire Flow Test Fee: **\$100.00** per tested hydrant.

Division 6. Cross-Connection Control and Backflow Prevention

f. Sec. 40-244. Cross-connection control program fees.

- i. Backflow prevention assembly registration fee. There is a non-refundable registration fee for each nonresidential backflow prevention assembly device of **\$25.00** per each separate device.
- ii. Certified backflow prevention device tester registration fee. Annual registration fee for approved testers shall be a non-refundable fee of **\$50.00**.
- iii. Testing form booklet fee. The fee for a testing form booklet of 30 test forms shall be **\$25.00** each. Other forms may be used with prior approval from the City.
- iv. Deposit fee for fire hydrant water meter with backflow prevention device. There shall be a refundable deposit fee for fire hydrant meters with backflow prevention devices of **\$1,000**. This fee shall be refunded when the meter/device is returned in good working order.
- v. Fire Hydrant Meter Connection Fee - **\$400.00**

3. Article III. Electric System

Division 2. Rate Schedules

a. Sec. 40-315. Electric Rate Schedule R (residential customers).

- Rate:
 1. Service charge: **\$7.00** per month; plus
 2. Energy charge: **\$0.1187** per kWh for all kWh; plus
 3. Transmission Delivery Adjustment: **\$0.0169** per kWh.
 4. Renewable Energy Rate / Net Metering (solar credit) if applicable to \$0.0568
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.1192/kWh**.

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2. 50% participation: **\$0.1214/kWh.**
3. 100% participation: **\$0.1242/kWh.**

b. Sec. 40-316. Electric Rate Schedule R-1 (master metered residential units).

- Rate:
 1. Service charge: **\$100.00** per month; plus
 2. Energy charge: **\$0.1187** per kWh for all kWh; plus
 3. Transmission Delivery Adjustment: **\$0.0169** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.1192/kWh.**
 2. 50% participation: **\$0.1214/kWh.**
 3. 100% participation: **\$0.1242/kWh.**

c. Sec. 40-317. Electric Rate Schedule SC (small commercial customers).

- Rate:
 1. Service charge: **\$9.00** per month; plus
 2. Energy charge: First 1,000 kWh **\$0.1379** per kWh, **\$0.1032** per kWh for all kWh over 1000; plus
 3. Transmission Delivery Adjustment: **\$0.0169** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: First 1,000 kWh **\$0.1385**, **\$0.1037** all additional kWh.
 2. 50% participation: First 1,000 kWh **\$0.1407**, **\$0.1059** all additional kWh.
 3. 100% participation: First 1,000 kWh **\$0.1434**, **\$0.1087** all additional kWh.

d. Sec. 40-318. Electric Rate Schedule LP-1 (medium commercial customers).

- i. Rate:
 1. Service charge: **\$25.00** per month; plus
 2. Demand charge: **\$11.44** per kW of monthly billing demand; plus
 3. Energy charge: **\$0.0703** per kWh for all kWh; plus
 4. Transmission Delivery Adjustment: **\$0.0169** per kWh.
- ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 1. **\$199.10** - per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.0708/kWh.**
 2. 50% participation: **\$0.0730/kWh.**
 3. 100% participation: **\$0.0758/kWh.**

e. Sec. 40-319. Electric Rate Schedule LP-2 (large commercial).

i. Rate:

1. Service charge: **\$75.00** per month; plus
2. Demand charge: **\$11.44** per kW of monthly billing demand; plus
3. Energy Charge: **\$0.0674** per kWh for all kWh; plus
4. Transmission Delivery Adjustment: **\$0.0169** per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:

1. **\$3,514.50** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:

1. On-peak demand charge: **\$7.32**; plus
2. Off-peak demand charge: **\$4.13**.

iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.

1. 10%: **\$0.0680/kWh**
2. 50%: **\$0.0702/kWh**
3. 100%: **\$0.0729/kWh**

f. Sec. 40-320. Electric rate Schedule LP-3 (industrial and institutional).

i. Rate:

1. Service charge: **\$250.00** per month; plus
2. Demand charge: **\$10.84** per kW of monthly billing demand; plus
3. Energy charge: **\$0.0651** per kWh for all kWh; plus
4. Transmission Delivery Adjustment: **\$0.0169** per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest of the following charges:

1. **\$16,538.34** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. The applicable rate schedule demand charges shall be replaced by the on-peak/off-peak rates established in Section 2-117.

1. On-Peak Demand Charge: **\$7.32**, plus
2. Off-Peak Demand Charge: **\$4.13**

- iv. **Wind Watts Wind Energy Rate:** This optional service is available to customers on a first come, first served basis subject to the available supply.
 - 1. 10% participation: **\$0.0657/kWh**
 - 2. 50% participation: **\$0.0679/kWh**
 - 3. 100% participation: **\$0.0706/kWh**
- g. **Sec. 40-321. Electric Rate Schedule SL (security lights).**
 - i. The rates per month per light are established in Section 2-117.
 - 1. 100 Watt (or equivalent) **\$17.22**
 - 2. 200 Watt (or equivalent) **\$26.65**
 - 3. 400 Watt (or equivalent) **\$33.40**
- h. **Sec. 40-323. Electric Rate Schedule PQF.**
 - i. **Rate. The City will pay the QF producer for all power purchased at the following rates:**
 - 1. Capacity. No payment shall be made, except by separate firm power contract between the producer and the City.
 - 2. Energy. The metered output from the producer will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value. In the event that the producer exercises the option to sell power to the City, there will be assessed, in addition to the minimum monthly bill requirements under the applicable service rate schedule, a customer service charge of **\$15.00** per month to cover costs realized for metering, billing, maintenance, administrative, and other expenses necessary to maintain service to the QF.
- i. **Sec. 40-325. Electric Rate Schedule SRE.**
 - i. **Rate.** In a billing month after the retail customer receives approval to interconnect their on-site generating system to the City's electric distribution system, the customer will be billed:
 - 1. Based upon their current electric service rate for the kilowatt-hours used from the City's electric distribution system. The excess kilowatt-hours that are passed back to the system from their on-site generation will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value.
 - 2. The calculated amount for the excess kilowatt-hours passed back to the system will be credited to the current balance of the retail customer's utility account. If a credit exists at any time on the account, the customer may request in writing a refund for the credit amount.

If the customer closes the account with a credit remainder in their account, they will be refunded this amount. Excess kilowatt hours: \$0.0568.

j. Sec. 40-326. Electric Rate Schedule EV (electric vehicle fast charger).

i. Rate:

1. Service charge: **\$75.00** per month; plus
2. Demand charge: **\$11.44** per kW of monthly billing demand; plus
3. Energy Charge: **\$0.0674** per kWh for all kWh; plus
4. Transmission Delivery Adjustment: **\$0.0169** per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:

1. **\$3,514.50** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.

1. 10%: **\$0.0680/kWh**
2. 50%: **\$0.0702/kWh**
3. 100%: **\$0.0729/kWh**

4. Article IV. Solid Waste Collection and Disposal
Division 2. Waste Collection Generally

The solid waste collection and disposal fees in this section are adjusted annually based upon the Consumer Price Index for Water, Sewer, and Trash Collection Services published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. Sec. 40-389. Residential Collection Generally

- i.** Any customer generating more waste than one container will hold may request an additional container and shall pay an additional fee as established in Section 2-117. - **\$15.75**
- ii.** *Container placement time and penalties.* Automated containers shall not be placed curbside before 5:00 a.m., the day on which collection is scheduled. Automated containers shall be removed from the designated pickup point and placed either adjacent to their dwelling or at a location designated by the City within ~~42~~24 hours of their scheduled collection day. Under no circumstances shall an automated container be placed for normal daily use within an area defined by the edge of the street, pavement, or curb and the building set back line. If the automated container is placed out or left out in violation of this section the customer, owner, or occupant

in addition to any other penalties, will be assessed a fee per automated container as established in Section 2-117. If the automated container presents a public safety issue the City may move or remove the container at the sole expense of the customer, owner, or occupant. -**\$25.50**

b. Sec. 40-391. Commercial collection.

- i. If a container is unserviceable, such as being blocked, not accessible, containing prohibited items, not in an approved collection location, screening or enclosure damage, or unsanitary conditions are present, the City will return to empty the container only after the container is serviceable, for a fee as established in Section 2-117. - **\$26.25**

c. Sec. 40-392. Northgate District Container Violation

- i. If the container is placed out or left out in violation of this section the customer, owner, or occupant in, addition to any other penalties, will be assessed a fee per container as established in Section 2-117. If the container presents a public safety issue the City may move or remove the container at the sole expense of the customer, owner, or occupant. - **\$26.75**

d. Sec. 40-396. Unprepared solid waste.

- i. The City's Sanitation Division shall cause the clean-up of the improperly or unprepared waste, litter or debris that constitutes a health or nuisance to the community. The fee established in Section 2-117 or the actual cost of cleanup, whichever is greater, shall be paid by the responsible party. - **\$88.00**

e. Sec. 40-400. Small animals.

- i. Upon notice, the City will remove and dispose of small dead animals, including, but not limited to, dogs, cats, chickens, ducks and geese, either from private property or public rights-of-way, excluding animal clinics. - **\$26.50**
- ii. Customers requesting removal from private property shall place the animal in a plastic bag and place the bag curbside before notification of pick up. Removal and disposal of small dead animals from private animal clinics shall be for a fee as established in Section 2-117. - **\$26.50**

Division 4. Rates and Charges

f. Sec. 40-495. Generally.

- i. Solid waste collection rates are applied based on both the method and number of services provided. Except as otherwise provided in this division, the charges for solid waste collection and disposal shall be assessed according to the following schedule:

\$22.25	Each single family detached residential unit or residential units in a building with less than a total of four attached residential units in a complex where each residential unit has been assigned a seventy (70) gallon automated solid
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	waste container and provided with garbage, rubbish, brush and recycling collection once weekly.
\$15.75	Additional monthly fee for each residential unit that has been assigned more than one seventy (70) gallon automated solid waste container. This rate shall be assessed for each additional container utilized.
\$22.25	Each residential unit in a building with less than a total of four attached residential units in a complex that has been assigned a shared three hundred (300) gallon or larger automated solid waste collection container, that has not been identified as a multifamily apartment complex by the City, and provided with twice per week garbage collection, once per week curbside recycling collection and once per week rubbish/brush collection.
\$10.25	Each residential unit in a building with a total of four or more attached residential units in a complex that has been identified as a multifamily apartment complex by the City, and is assigned a large solid waste container shared by multiple residential units for garbage collection only. Service will be provided twice weekly. Fraternities, Sororities, Privately owned Student Dorms, and customers within a residential and mixed use location shall not be assessed this rate, and will be charged according to the variable commercial collection rates listed in paragraph (2) below.
\$20.00	Minimum monthly charge for small businesses that jointly use a commercial-type refuse container without causing a health, sanitation or litter problem.

g. Sec. 40-496. Commercial collection rates.

- i. The monthly per container garbage collection and disposal charge for commercial locations shall be based on container size, number of containers utilized and frequency of collection per week.

Container Size	Frequency of Collection	Monthly Rate
Ninety gallon automated	1	\$ 24.00
	2	\$ 48.75
	3	\$ 73.25
	4	\$ 95.75
	5	\$ 119.75
	6	\$ 141.25
300/400 gallon automated or two cubic yard non compactor	1	\$ 176.00
	2	\$ 231.75
	3	\$ 282.25
	4	\$ 332.75
	5	\$ 386.25
	6	\$ 447.25
Four cubic yard non compactor	1	\$ 220.75
	2	\$ 293.00
	3	\$ 360.75
	4	\$ 437.75
	5	\$ 513.75
	6	\$ 580.75
Eight cubic yard non compactor	1	\$ 271.50

	2	\$ 377.00
	3	\$ 482.00
	4	\$ 584.25
	5	\$ 691.00
	6	\$ 792.00
Two cubic yard compactor	1	\$ 183.75
	2	\$ 364.50
	3	\$ 548.50
	4	\$ 730.75
	5	\$ 910.50
	6	\$ 1,094.00
Four cubic yard compactor	1	\$ 245.25
	2	\$ 492.50
	3	\$ 737.25
	4	\$ 983.75
	5	\$ 1,231.50
	6	\$ 1,477.50
Six cubic yard compactor	1	\$ 330.25
	2	\$ 664.50
	3	\$ 995.75
	4	\$ 1,327.25
	5	\$ 1,657.75
	6	\$ 1,988.75

Sec. 40-497. Additional charges.

- ii. The following Additional charges established in Section 2-117 will be assessed and collected upon the performance of the following described service or the occurrence of the described use or condition:
 1. Fee for usage of the Northgate Promenade Commercial Compactor. The following charges established in schedule NG-SW2025 by location will be assessed and collected upon the performance of the described services or the occurrence of the described use or condition.
 2. The Northgate Promenade Commercial Compactor(s) customers will be charged in accordance with schedule NG-SW2025 with fees based on historical usage by address. The minimum monthly charge as described in Section 40-495 per address that jointly use a commercial-style refuse container will be \$25.00 per month.
 3. Daily rental fee for the use of any City-owned, 20 cubic yard roll-off container. - **\$5.50**
 4. Daily rental fee for the use of any City-owned, 30 cubic yard roll-off container. - **\$5.75**
 5. Daily rental fee for the use of any City-owned, 40 cubic yard roll-off container. - **\$6.00**
 6. Per carcass fee for 1 to 19 animal carcasses collected from a commercial veterinarian, plus a flat rate service charge of **\$26.50**. The flat rate service charge is waived for 20 or more animal carcasses collected at one time.

7. Additional fee for collection service requested by customer in addition to the scheduled service on a 90-gallon container. - **\$17.25**
8. Additional fee for any location (other than residential) where the container was blocked and the collection vehicle must return to provide service. - **\$26.25**
9. Additional fee for collection service requested by customer in addition to the scheduled service on a 300-gallon or 400-gallon container. - **\$34.75**
10. Additional fee for delivery and set-up on any City-owned, roll-off container. - **\$53.00**
11. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard container. - **\$34.75**
12. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard compactor. - **\$44.00**
13. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard container. - **\$53.25**
14. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard compactor. - **\$61.75**
15. Additional fee for collection service requested by customer in addition to the scheduled service on an eight-cubic yard container. - **\$70.25**
16. Additional fee for collection service requested by customer in addition to the scheduled service on a six cubic yard compactor. - **\$79.75**
17. Unprepared solid waste minimum charge. - **\$87.00**
18. All roll-off container service per load plus current per-ton landfill charge. - **\$245.25**

5. Article V. Drainage Utility

The drainage utility fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. Sec. 40-524. Rates.

- i. All charges shall be made in accordance with the classification of properties by the following categories:
 1. Residential service shall be charged on the basis of a set fee per residential unit.
 - a. Each single-family detached residential unit: **\$7.65** per month.
 - b. Each residential unit with two or more attached residential units and all residential units in a complex identified as a multifamily apartment complex: **\$3.40** per month.
 2. All other lots, tracts and parcels of land within the City shall be considered and charged on the basis of commercial use in accordance with the schedule of drainage charges established in Section 2-117 which are hereby levied against all such remaining lots, tract or parcels of land within the City unless covered by exemptions listed herein. Commercial

Resolution No. _____
August 28, 2025

service shall be calculated on the basis of building square footage.
\$3.60/1,000 sq. ft. per month.

CHAPTER 103: BUILDINGS AND BUILDING REGULATIONS

8. Article V. Single-Family and Duplex Unit Rental Registration

The single-family and duplex unit rental registration fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. Sec. 103-242(d). Registration required.

- i. A fee established of **\$92.70** shall be assessed per building at the time of any required registration.

9. Article VI – Short Term Rental Registration

a. Section 103-248 (c). Fees.

- i. **Application and Application Renewal Fees.** An annual application fee of **\$103.00** shall be assessed per unit at the time of any required registration. An annual application renewal fee of **\$77.25** shall be assessed per unit following the initial registration.
- ii. **Life Safety Inspection Fee.** An inspection fee of **\$103.00** shall be assessed per dwelling unit for the required life safety inspection.
- iii. **Life Safety Reinspection Fee.** If a dwelling unit does not pass the initial life safety inspection, the applicant shall pay a non-refundable re-inspection fee per dwelling unit of **\$127.00**.

August 28, 2025
Item No. 9.5.
401-411 Stasney Street - Utility Easement Abandonment

Sponsor: Lucas Harper

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.114 acre portion of a 7.5-foot-wide Utility Easement located along the rear lot lines of Lots 1-5 and Lots 15-20, Block 2 of the Tauber Addition Subdivision, College Station, Texas according to the final plat recorded in Volume 133, Page 182 of the Deed Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of the abandonment.

Summary: The utility easement abandonment is being requested by the applicant due to a desire to construct a mid-rise structure on the property in the area of the existing easement. The proposed layout necessitates relocating the easement and existing utilities along the Stasney Street right-of-way frontage and along the northwest lot line of Lot 15, Block 2 of the Tauber Addition.

The utility easement is located along the rear lot lines of all lots in Block 2 of the Tauber Addition and extends northwest from Cross Street to Cherry Street.

Budget & Financial Summary: N/A

Attachments:

1. Abandonment Application_401-411 Stasney
2. Vicinity Map
3. Location Map
4. Abandonment Ordinance



ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Abandonment of Public Right-of-Way/Easement Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☒ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☒ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☐ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

.114 acre portion of Lots 1-5 and Lots 15-20, Block 2 of Tauber Addition, City of College Station.
and .077 acre portion of lots 4-9 Block 1, Tauber Addition, City of College Station

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Tyler Green E-mail tgreen@quiddity.com
Street Address 1862 Rock Praire Rd
City College Staton State Texas Zip Code 77845
Phone Number 979-229-2502 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name EVER CS Investors, LLC E-mail _____ Street Address: _____
dlambur@subtextliving.com City _____
3000 Locust Street, St. Louis State Missouri Zip _____ Code 63103
Phone Number 314-502-1709 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

 Authorized Signatory
Signature and title

7/1/2025
Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name Mamash, LLC - Ibrahim Elnihum E-mail ielnihum@gmail.com

Street Address 424 Tauber Street

City College Station State _____ Zip Code 77840

Reason _____ consent _____ was _____ not _____ obtained:

The Applicant has made numerous attempts to contact the Property Owner, by certified mail, email, and phone.

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State TX Zip Code _____

Reason _____ consent _____ was _____ not _____ obtained:

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason _____ consent _____ was _____ not _____ obtained:

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

Abandonment is for back of lot and will not impact.

8. That there is no current public need or use for the easement or right-of-way because:

Not a current need for public easement due to rerouting of electrical facilities

9. That there is no anticipated future public need or use for the easement or right-of-way because:

Not a current need for public easement due to rerouting of electrical facilities

10. That all public utilities have access to serve current and future customers because:

access is available on adjacent streets.

11. Such public right-of-way/easement has been and is being used as follows:

electrical overhead facilities

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.


Signature and title

Authorized Signatory

7/1/2025
Date

STATE OF MISSOURI

§
§
§

ACKNOWLEDGEMENT

COUNTY OF St. Louis

Subscribed and sworn to before me, a Notary Public, this 1 day of July, 2025 by
CANDACE L. MARTINEZ




Notary Public in and for
the State of Missouri

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 411 Stasney

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in
Attached.

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 0.114 acre (4,952 square foot) portion of Lots 1-5, Block 2 & Lots 15-20, Block 2, of Tauber Addition, in the J. E. Scott Survey Abstract No. 50, City of College Station, Brazos County, Texas, recorded in Volume 133, Page 182 of the Deed Records of Brazos County, Texas (DRBCT), and being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, 4203;

BEGINNING at a found 1-inch iron rod (with cap stamped "KERR") marking the west corner of said Lot 15, Block 2, Tauber Addition, being common with the north corner of Lot 6, Block 2, the south corner of Lot 14, Block 2 and the east corner Lot 7, Block 2, Tauber Addition;

THENCE, North 41°49'52" East, 7.50 feet along the common line of said Lot 14, Block 2, and said Lot 15, Block 2, to a point for corner being the north corner of the here within described tract;

THENCE, South 47°50'02" East, 359.91 feet across Lots 15-20, Block 2, Tauber Addition being 7.5 feet northeast and parallel to the southwest line of said lots, to a point for corner lying in the northwest right-of-way line of Cross Street (50 foot wide public right-of-way);

THENCE, South 41°48'11" West, passing at 7.50 feet the south corner of said Lot 20, Block 2, Tauber Addition, being common with the east corner of Lot 1, Block 2, Tauber Addition, continuing in all a total distance of 15.00 feet to a point for corner;

THENCE, North 47°50'02" West, 300.36 feet across Lots 1-5, Block 2, Tauber Addition, being 7.5 feet southwest and parallel to the northeast line of said lots, to a point for corner lying in the northwest line of said Lot 5, Block 2;

THENCE North 41°43'55" East, 7.50 feet along the common line of said Lot 5, Block 2 and aforementioned Lot 6, Block 2, Tauber Addition to, a found 5/8-inch iron rod (with cap stamped "Kerr") marking the north corner of said Lot 5, Block 2 the east corner said Lot 6, Block 2 the west corner of aforementioned Lot 16, Block 2 and the south corner of aforementioned Lot 15, Block 2, Tauber Addition;

THENCE North 47°50'02" West, 59.54 feet along the common line of said Lot 6, Block 2 and said Lot 15, Block 2, to the **POINT OF BEGINNING, CONTAINING** 0.114 acre, 4,952 square feet of land in College Station, Brazos County, Texas, as shown on Drawing No. 20898 filed in the office of Quiddity, in College Station, Texas.



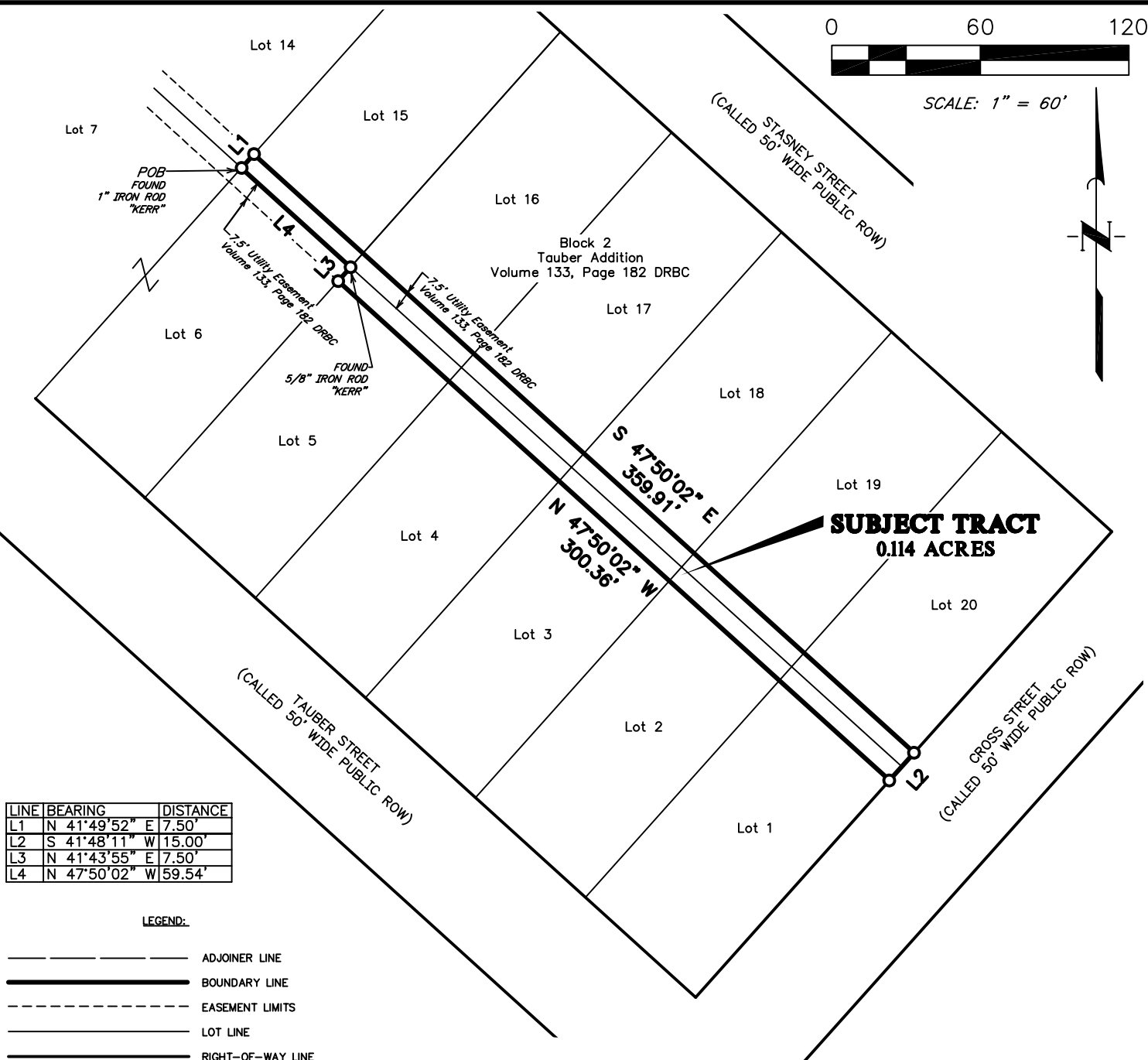
 6/26/25

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Attached 411 Stasney

EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.



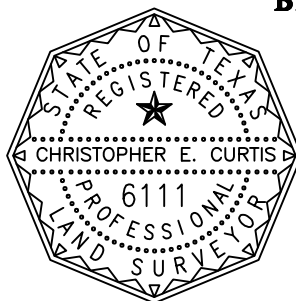
LINE	BEARING	DISTANCE
L1	N 41°49'52" E	7.50'
L2	S 41°48'11" W	15.00'
L3	N 41°43'55" E	7.50'
L4	N 47°50'02" W	59.54'

LEGEND:

- ADJOINER LINE
 BOUNDARY LINE
 EASEMENT LIMITS
 LOT LINE
 RIGHT-OF-WAY LINE
 POINT FOR CORNER UNLESS OTHERWISE NOTED

GENERAL NOTES:

- Bearings shown hereon are based on the Texas Coordinate System of 1983, Central Zone (4203).
- This survey does not provide a determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
- Determination of the ownership, location, or development of minerals related to the Subject Tract fall outside the scope of this survey. Such matters should be directed by the client to an expert consultant.
- A separate legal description of equal date was written in conjunction with this survey.
- Bearing and distance from the POB to City of College Station GPS Monument CS-94 110 is South 48°24'34" West, 1,592.49 feet.



CEC

6/26/25

**0.114 ACRE (4,952 SQUARE FEET)
BEING A UTILITY EASEMENT
ABANDONMENT**

**PORTION OF
LOTS 1-5, BLOCK 2 &
LOTS 15-20, BLOCK 2,
TAUBER ADDITION
VOL. 133, PG. 182, DRBCT
OUT OF THE
J. E. SCOTT SURVEY, A-50
COLLEGE STATION, TEXAS
BRAZOS COUNTY, TEXAS
JUNE 2025**

**QUIDDITY**

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
1862 Rock Prairie Drive, Suite 200 • College Station, TX 77845 • 979.731.8000

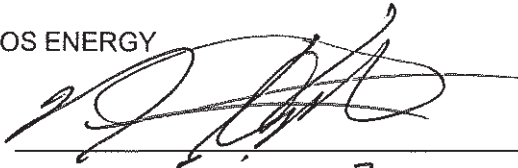
Application for Abandonment of
a Public Right-of-Way/Easement

Location: 411 Stasney

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: 

Title: Engineer 3

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 411 Stasney

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: Jared Cornelius

Title: ENG. SUPER

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 401-411 Stasney Street

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: Brian Pruett
Brian Pruett (Jul 15, 2025 13:05 CDT)

Title: Construction Supervisor

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 300-400 ~~Stasney~~ Stasney

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: Greg Dunham _____

Title: Engineering Design Manager _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 411 Stasney

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: 

Title: GENERAL MANAGER

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 401 and 411 Stasney Street, ABAN2025-000002

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter

City Engineer
City of College Station

Brian Binford

Building Official
City of College Station

Molly Hitchcock

Zoning Official
City of College Station

Carrie Gordon

Fire Marshal
City of College Station

William Glenn Garit

Electric Department
City of College Station

Stephen A. Williams

Water Services Department
City of College Station

Emily Fisher

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 411 Stasney

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: HECTOR RIVERA

ADDRESS: 413 STASNEY STREET

COLLEGE STATION, TX 77840

Signature: *Becky Balderrama*

AB06346592E34E3
Becky Balderrama, Power of Attorney for Hector Rivera

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

Tracking Number:

9589071052701044019819

Remove X

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

We now anticipate delivery of your package the next business day. We apologize for the delay.

Get More Out of USPS Tracking:
USPS Tracking Plus[®]

Alert

Awaiting Delivery

April 19, 2025, 9:01 pm

Out for Delivery

COLLEGE STATION, TX 77845

April 19, 2025, 8:07 am

Arrived at Post Office

BRYAN, TX 77801

April 19, 2025, 7:56 am

USPS in possession of item

SAINT LOUIS, MO 63110

April 15, 2025, 1:52 pm

Hide Tracking History

Feedback

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

VICINITY MAP



ABANDONMENT OF UTILITY EASEMENT



CHERRY ST

NAGLE ST

STASNEY ST

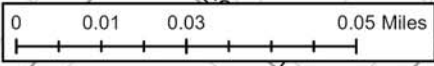
CROSS ST

TAUBER ST

CHURCH AV

COLLEGE MAIN ST

LOUISE AV



LOCATION MAP

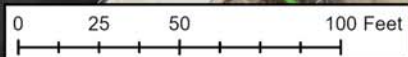


UTILITY EASEMENT TO BE ABANDONED
0.114 ACRES

STASNEY STREET

TAUBER STREET

CROSS STREET



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.114 ACRE PORTION OF A 7.5-FOOT-WIDE UTILITY EASEMENT, SAID PORTION LYING ALONG LOTS 1-5 & 15-20, BLOCK 2, OF THE TAUBER ADDITION SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the 7.5-foot-wide Utility Easement, said portion lying along Lots 1-5 & 15-20, Block 2, of the Tauber Addition Subdivision, according to the plat recorded in Volume 133, Page 182, of the Deed Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Utility Easement”); and

WHEREAS, in order for the Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Utility Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Utility Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Utility Easement.
3. There is no anticipated future public need or use for the Utility Easement.
4. Abandonment of the Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Utility Easement as described in **Exhibit “A”** be abandoned and vacated by the City.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

City of College Station
Utility Easement
Abandonment

Exhibit A

J. E. Scott Survey
Abstract No. 50

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 0.114 acre (4,952 square foot) portion of Lots 1-5, Block 2 & Lots 15-20, Block 2, of Tauber Addition, in the J. E. Scott Survey Abstract No. 50, City of College Station, Brazos County, Texas, recorded in Volume 133, Page 182 of the Deed Records of Brazos County, Texas (DRBCT), and being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, 4203;

BEGINNING at a found 1-inch iron rod (with cap stamped "KERR") marking the west corner of said Lot 15, Block 2, Tauber Addition, being common with the north corner of Lot 6, Block 2, the south corner of Lot 14, Block 2 and the east corner Lot 7, Block 2, Tauber Addition;

THENCE, North 41°49'52" East, 7.50 feet along the common line of said Lot 14, Block 2, and said Lot 15, Block 2, to a point for corner being the north corner of the here within described tract;

THENCE, South 47°50'02" East, 359.91 feet across Lots 15-20, Block 2, Tauber Addition being 7.5 feet northeast and parallel to the southwest line of said lots, to a point for corner lying in the northwest right-of-way line of Cross Street (50 foot wide public right-of-way);

THENCE, South 41°48'11" West, passing at 7.50 feet the south corner of said Lot 20, Block 2, Tauber Addition, being common with the east corner of Lot 1, Block 2, Tauber Addition, continuing in all a total distance of 15.00 feet to a point for corner;

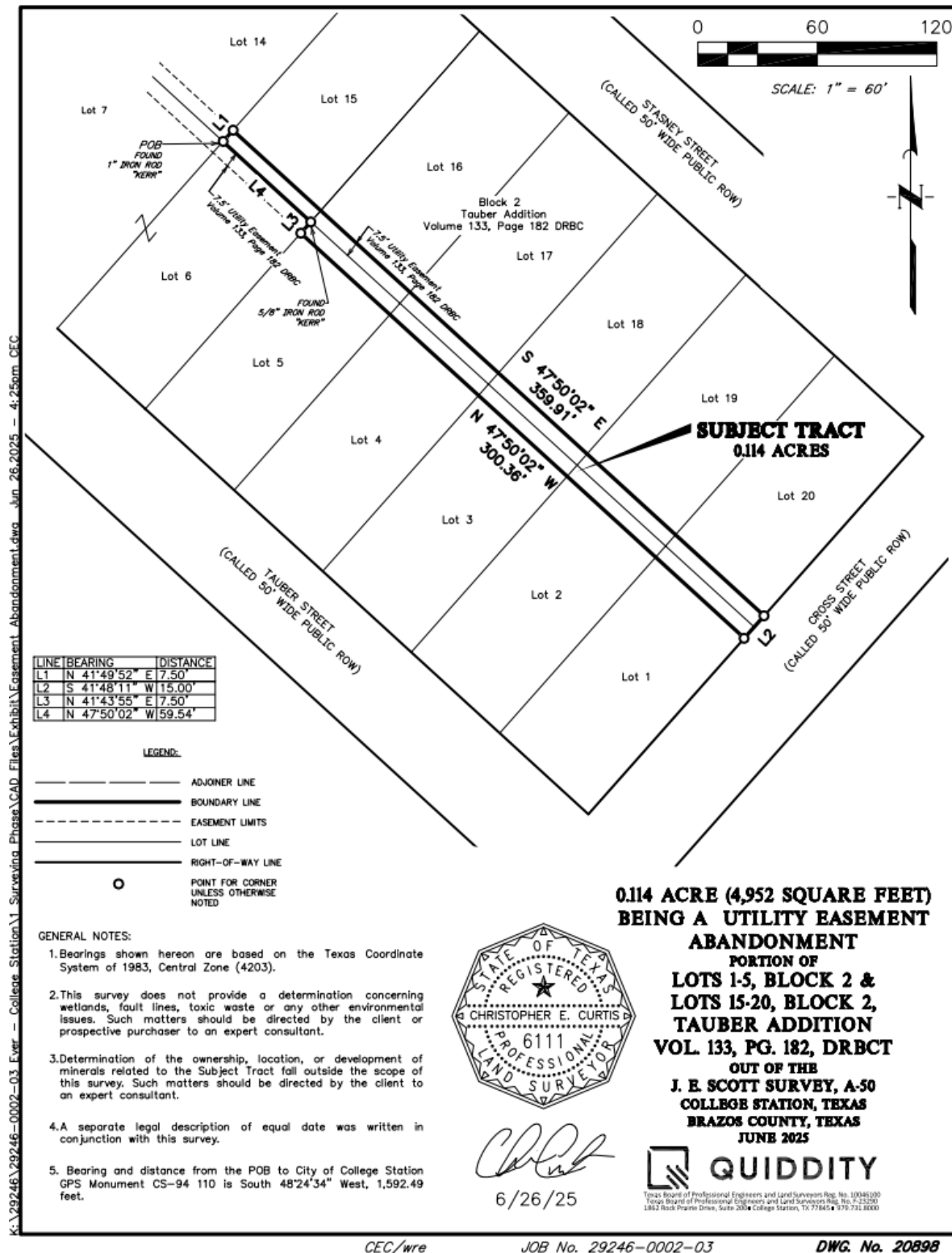
THENCE, North 47°50'02" West, 300.36 feet across Lots 1-5, Block 2, Tauber Addition, being 7.5 feet southwest and parallel to the northeast line of said lots, to a point for corner lying in the northwest line of said Lot 5, Block 2;

THENCE North 41°43'55" East, 7.50 feet along the common line of said Lot 5, Block 2 and aforementioned Lot 6, Block 2, Tauber Addition to, a found 5/8-inch iron rod (with cap stamped "Kerr") marking the north corner of said Lot 5, Block 2 the east corner said Lot 6, Block 2 the west corner of aforementioned Lot 16, Block 2 and the south corner of aforementioned Lot 15, Block 2, Tauber Addition;

THENCE North 47°50'02" West, 59.54 feet along the common line of said Lot 6, Block 2 and said Lot 15, Block 2, to the **POINT OF BEGINNING, CONTAINING** 0.114 acre, 4,952 square feet of land in College Station, Brazos County, Texas, as shown on Drawing No. 20898 filed in the office of Quiddity, in College Station, Texas.



Christopher E. Curtis
6/26/25



August 28, 2025

Item No. 9.6.

311 Stasney Street - Utility Easement Abandonment

Sponsor: Lucas Harper

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.077 acre portion of a 7.5-foot-wide Utility Easement located along the rear lot lines of Lots 4-9, Block 1 of the Tauber Addition Subdivision, College Station, Texas according to the final plat recorded in Volume 133, Page 182 of the Deed Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of the abandonment.

Summary: The utility easement abandonment is being requested by the applicant due to a desire to construct a high-rise structure on the property in the area of the existing easement. The proposed layout necessitates relocating the easement and existing utilities along the Stasney Street right-of-way frontage and along the southeast lot line of Lot 9, Block 1 of the Tauber Addition.

The utility easement is located along the rear lot lines of all lots in Block 1 of the Tauber Addition and extends northwest from Church Avenue to Cross Street.

Budget & Financial Summary: N/A

Attachments:

1. Abandonment Application_311 Stasney
2. Vicinity Map
3. Location Map
4. Abandonment Ordinance



ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Abandonment of Public Right-of-Way/Easement Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☒ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☒ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☐ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

.114 acre portion of Lots 1-5 and Lots 15-20, Block 2 of Tauber Addition, City of College Station.
and .077 acre portion of lots 4-9 Block 1, Tauber Addition, City of College Station

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Tyler Green E-mail tgreen@quiddity.com
Street Address 1862 Rock Praire Rd
City College Staton State Texas Zip Code 77845
Phone Number 979-229-2502 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name VERVE CS Investors, LLC E-mail _____ Street Address: _____
dlambur@subtextliving.com City _____
3000 Locust Street, St. Louis State Missouri Zip _____ Code 63103
Phone Number 314-502-1709 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.



Signature and title

Authorized Signatory

7/1/2025

Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

- 1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
- 2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
- 3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.
- 4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
- 5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
- 6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name_____E-mail_____

Street Address _____

City_____State_____Zip Code _____

Reasonconsentwasnotobtained:

If objecting, points of objection:

Name_____E-mail_____

Street Address _____

City_____State_____Zip Code _____

Reasonconsentwasnotobtained:

If objecting, points of objection:

Name_____E-mail_____

Street Address _____

City_____State_____Zip Code _____

Reasonconsentwasnotobtained:

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

Abandonment is for back of lot and will not impact.

8. That there is no current public need or use for the easement or right-of-way because:

Not a current need for public easement due to rerouting of electrical facilities

9. That there is no anticipated future public need or use for the easement or right-of-way because:

Not a current need for public easement due to rerouting of electrical facilities

10. That all public utilities have access to serve current and future customers because:

access is available on adjacent streets.

11. Such public right-of-way/easement has been and is being used as follows:

electrical overhead facilities

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.


Signature and title

Authorized Signatory

7/1/2025
Date

STATE OF MISSOURI

§
§
§

ACKNOWLEDGEMENT

COUNTY OF St. Louis

Subscribed and sworn to before me, a Notary Public, this

1 day of July

2025 by

CANDACE L. MARTINEZ




Notary Public in and for
the State of Missouri

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 300 Block Stasney St

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in
Attached.

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 0.077 acre (3,342 square foot) portion of Lots 4-9, Block 1, of Tauber Addition, in the J. E. Scott Survey, Abstract No. 50, City of College Station, , Brazos County, Texas, recorded in Volume 133, Page 182 of the Deed Records of Brazos County, Texas (DRBCT), and being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, 4203;

COMMENCING at a found 1/2-inch iron rod (with cap stamped "KERR") marking the south corner of said Lot 4, Block 1, Tauber Addition, being common with the west corner of Lot 3, Block 1, Tauber Addition;

THENCE, North 41°49'01" East, 102.39 feet to a point for corner being the **PLACE OF BEGINNING** of the here within described tract, being South 41°49'01" West, 7.50 feet from the east corner of said Lot 4, Block 1, the north corner of said Lot 3, Block 1, the south corner Lot 9, Block 1, Tauber Addition and the west corner of Lot 10A, Block 1, Tauber Addition Re-Subdivision, recorded in Volume 511, Page 187, DRBCT;

THENCE, North 47°47'49" West, 222.77 feet across Lot 4-6, Block 1, Tauber Addition, being 7.5 feet southwest and parallel to the northeast line of said lots, to a point for corner lying in the southeast right-of-way line of Cross Street (50 foot wide public right-of-way), from which a set 5/8-inch iron rod (with cap stamped "Quiddity") marking the west corner of said Lot 6, Block 1, Tauber Addition bears South 41°48'11" West, 102.41 feet;

THENCE, North 41°48'11" East, passing at 7.50 feet the north corner of said Lot 6, Block 1, Tauber Addition, being common with the west corner of Lot 7, Block 1, Tauber Addition, continuing a total distance of 15.00 feet to a point for corner;

THENCE, South 47°47'49" East, 222.77 feet across Lot 7-9, Block 1, Tauber Addition, being 7.5 feet northeast and parallel to the southwest line of said lots, to a point for corner lying in the northwest line of aforementioned Lot 10A, Block 1;

THENCE South 41°49'01" West, passing at 7.50 feet the south corner of said Lot 9, Block 1, the west corner of said Lot 10A, Block 1, the north corner of aforementioned Lot 3, Block 1, and the east corner of aforementioned Lot 4, Block 1, continuing in all a total distance of 15.00 feet to the **POINT OF BEGINNING**, **CONTAINING** 0.077 acre, 3,342 square feet of land in College Station, Brazos County, Texas, as shown on Drawing No. 20878 filed in the office of Quiddity, in College Station, Texas.

6/30/25



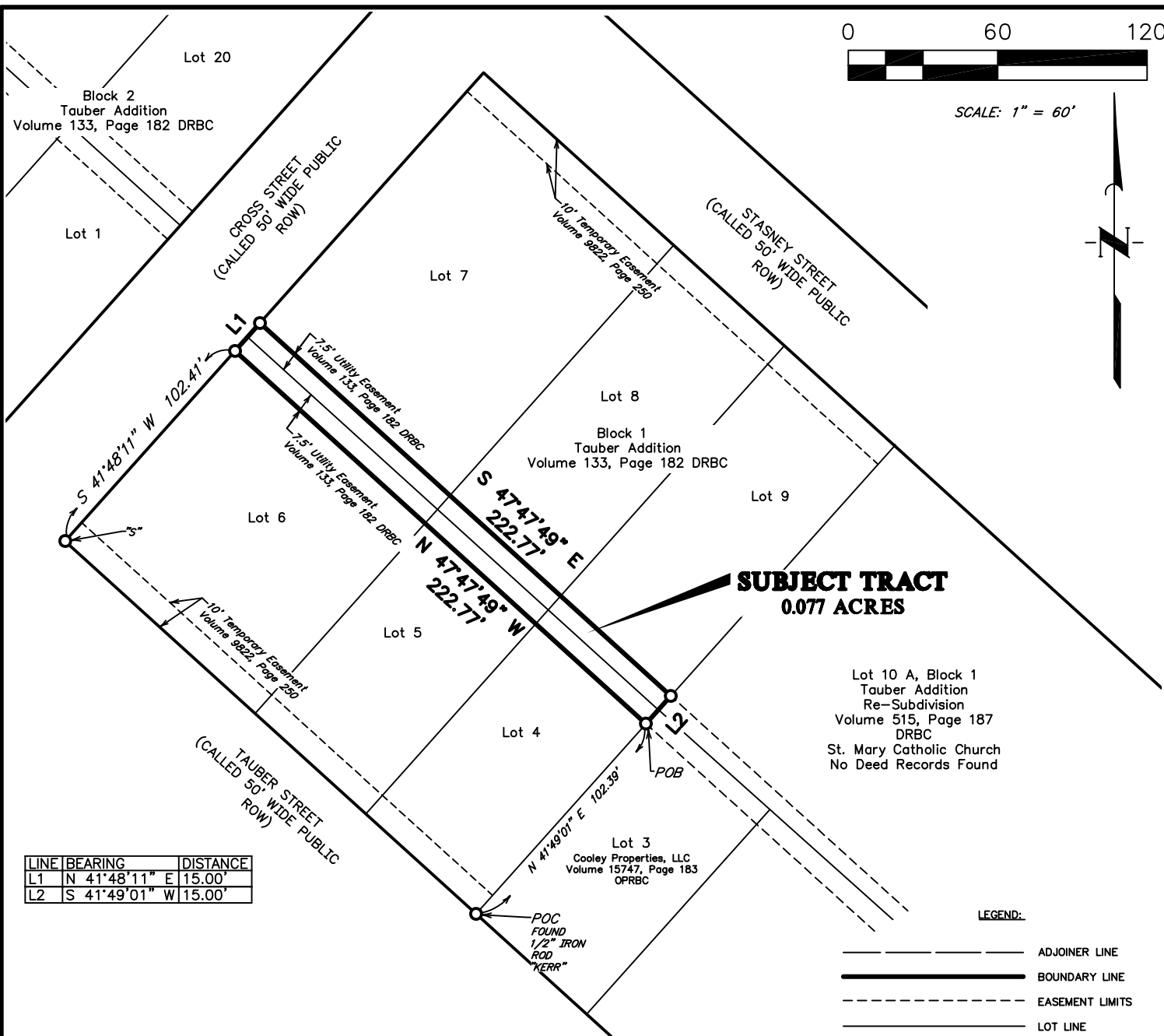
Application for Abandonment of
a Public Right-of-Way/Easement

Location: Attached 300 Block Stasney St

EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.

K:\29246\29246-0001-01 Verve Phase 1\1 Surveying Phase\CAD Files\Exhibits\Easement Abandonment.dwg Jun 30, 2025 - 12:57pm CEC



GENERAL NOTES:

- Bearings shown hereon are based on the Texas Coordinate System of 1983, Central Zone (4203).
- This survey does not provide a determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
- Determination of the ownership, location, or development of minerals related to the Subject Tract fall outside the scope of this survey. Such matters should be directed by the client to an expert consultant.
- A separate legal description of equal date was written in conjunction with this survey.
- Bearing and distance from the POB to City of College Station GPS Monument CS-94 110 is South 69°29'09" West, 1,756.18 feet.



Christopher E. Curtis

6/30/25

**0.077 ACRE (3,342 SQUARE FEET)
BEING A UTILITY EASEMENT
ABANDONMENT
PORTION OF
LOTS 4-9, BLOCK 1,
TAUBER ADDITION
VOL. 133, PG. 182, DRBCT
OUT OF THE
J. E. SCOTT SURVEY, A-50
COLLEGE STATION, TEXAS
BRAZOS COUNTY, TEXAS
JUNE 2025**



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
1862 Rock Prairie Drive, Suite 200 • College Station, TX 77845 • 979.731.8000

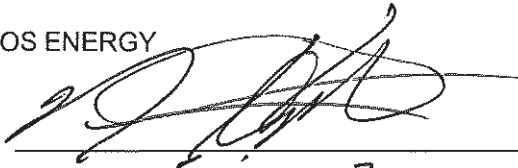
Application for Abandonment of
a Public Right-of-Way/Easement

Location: 300 Block Stasney St

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: 

Title: Engineer 3

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 300 Block Stasney St

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: Jared Cornelius

Title: ENG. SUPER

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 311 Stasney Street

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: Brian Pruett
Brian Pruett (Jul 15, 2025 13:06 CDT)

Title: Construction Supervisor

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 300-400 ~~Stasney~~ Stasney

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

FRONTIER

By: _____
Title: _____

OPTIMUM

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: [Signature]
Title: ENGINEERING Design Manager

WELLBORN SUD

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 300 Block Stasney St

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: 

Title: GENERAL MANAGER

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 311 Stasney Street, ABAN2025-000003

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter

City Engineer
City of College Station

Brian Binford

Building Official
City of College Station

Molly Hitchcock

Zoning Official
City of College Station

Carrie Gordon

Fire Marshal
City of College Station

William Glenn Garit

Electric Department
City of College Station

Joseph A. Miller

Water Services Department
City of College Station

Emily Fisher

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 300 Block Stasney St

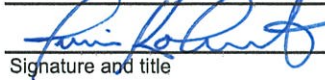
EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: ST. MARY'S CATHOLIC CHURCH

ADDRESS: 505 CHURCH AVENUE

COLLEGE STATION, TX 77840

 - TRAVIS KOHNERT - EXEC. DIR. of OPERATIONS
Signature and title

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 300 Block Stasney St

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: COOLEY PROPERTIES LLC

ADDRESS: 304 TAUBER STREET

COLLEGE STATION, TX 77840

Cal Banzella partner
Signature and title

NAME: _____

ADDRESS: _____

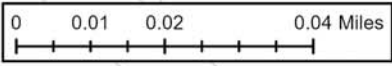
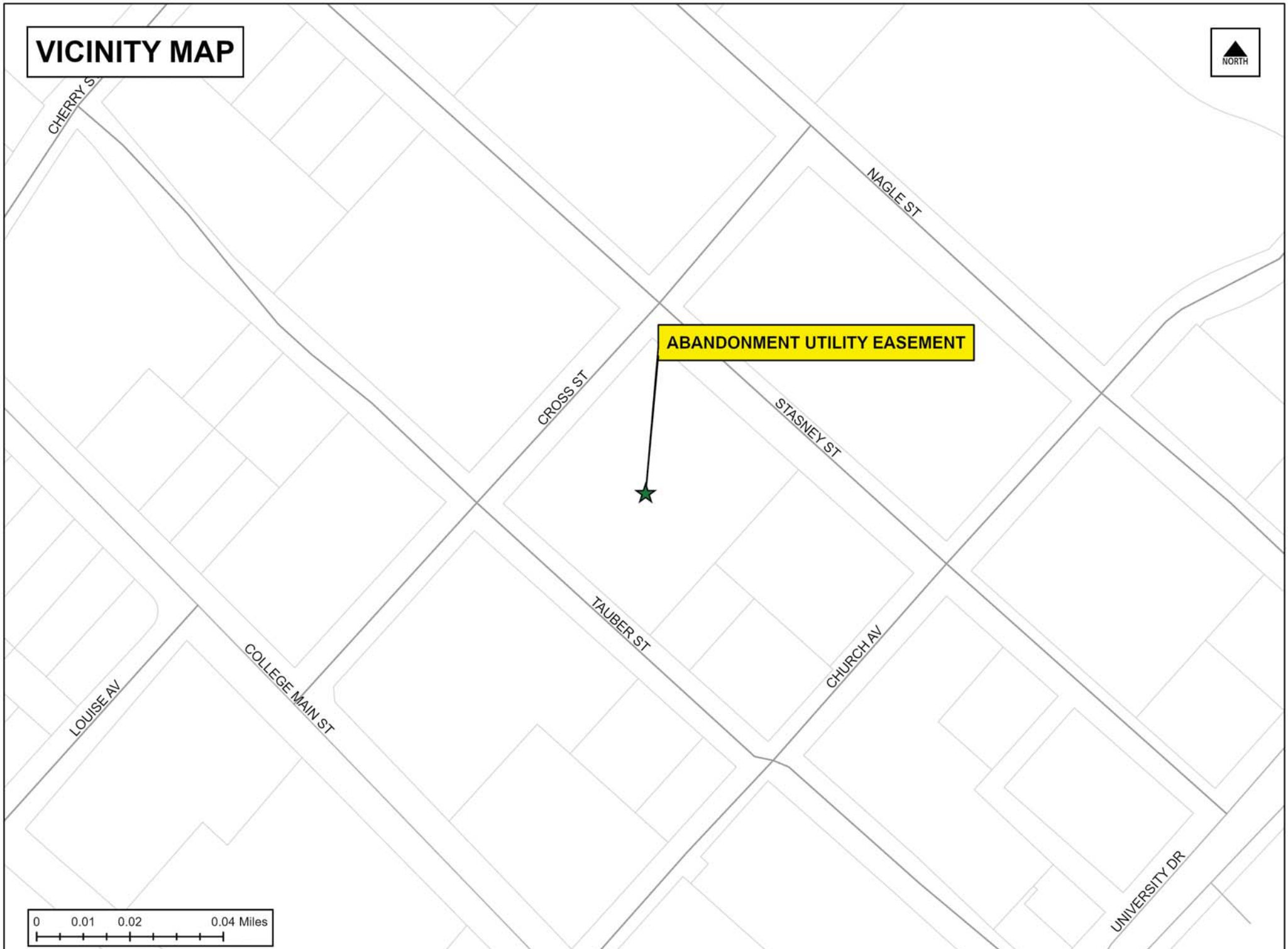
NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

VICINITY MAP



LOCATION MAP



UTILITY EASEMENT TO BE ABANDONED
0.077 ACRES

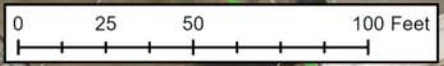
CROSS STREET

STASNEY STREET

TAUBER STREET

CHURCH AVENUE

N34A2C008



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.077 ACRE PORTION OF A 7.5-FOOT-WIDE UTILITY EASEMENT, SAID PORTION LYING ALONG LOTS 4-9, BLOCK 1, OF THE TAUBER ADDITION SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the 7.5-foot-wide Utility Easement, said portion lying along Lots 4-9, Block 1, of the Tauber Addition Subdivision, according to the plat recorded in Volume 133, Page 182, of the Deed Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Utility Easement”); and

WHEREAS, in order for the Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Utility Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Utility Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Utility Easement.
3. There is no anticipated future public need or use for the Utility Easement.
4. Abandonment of the Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Utility Easement as described in **Exhibit “A”** be abandoned and vacated by the City.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

City of College Station
Utility Easement
Abandonment

Exhibit A

J. E. Scott Survey
Abstract No. 50

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 0.077 acre (3,342 square foot) portion of Lots 4-9, Block 1, of Tauber Addition, in the J. E. Scott Survey, Abstract No. 50, City of College Station, , Brazos County, Texas, recorded in Volume 133, Page 182 of the Deed Records of Brazos County, Texas (DRBCT), and being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, 4203;

COMMENCING at a found 1/2-inch iron rod (with cap stamped "KERR") marking the south corner of said Lot 4, Block 1, Tauber Addition, being common with the west corner of Lot 3, Block 1, Tauber Addition;

THENCE, North 41°49'01" East, 102.39 feet to a point for corner being the **PLACE OF BEGINNING** of the here within described tract, being South 41°49'01" West, 7.50 feet from the east corner of said Lot 4, Block 1, the north corner of said Lot 3, Block 1, the south corner Lot 9, Block 1, Tauber Addition and the west corner of Lot 10A, Block 1, Tauber Addition Re-Subdivision, recorded in Volume 511, Page 187, DRBCT;

THENCE, North 47°47'49" West, 222.77 feet across Lot 4-6, Block 1, Tauber Addition, being 7.5 feet southwest and parallel to the northeast line of said lots, to a point for corner lying in the southeast right-of-way line of Cross Street (50 foot wide public right-of-way), from which a set 5/8-inch iron rod (with cap stamped "Quiddity") marking the west corner of said Lot 6, Block 1, Tauber Addition bears South 41°48'11" West, 102.41 feet;

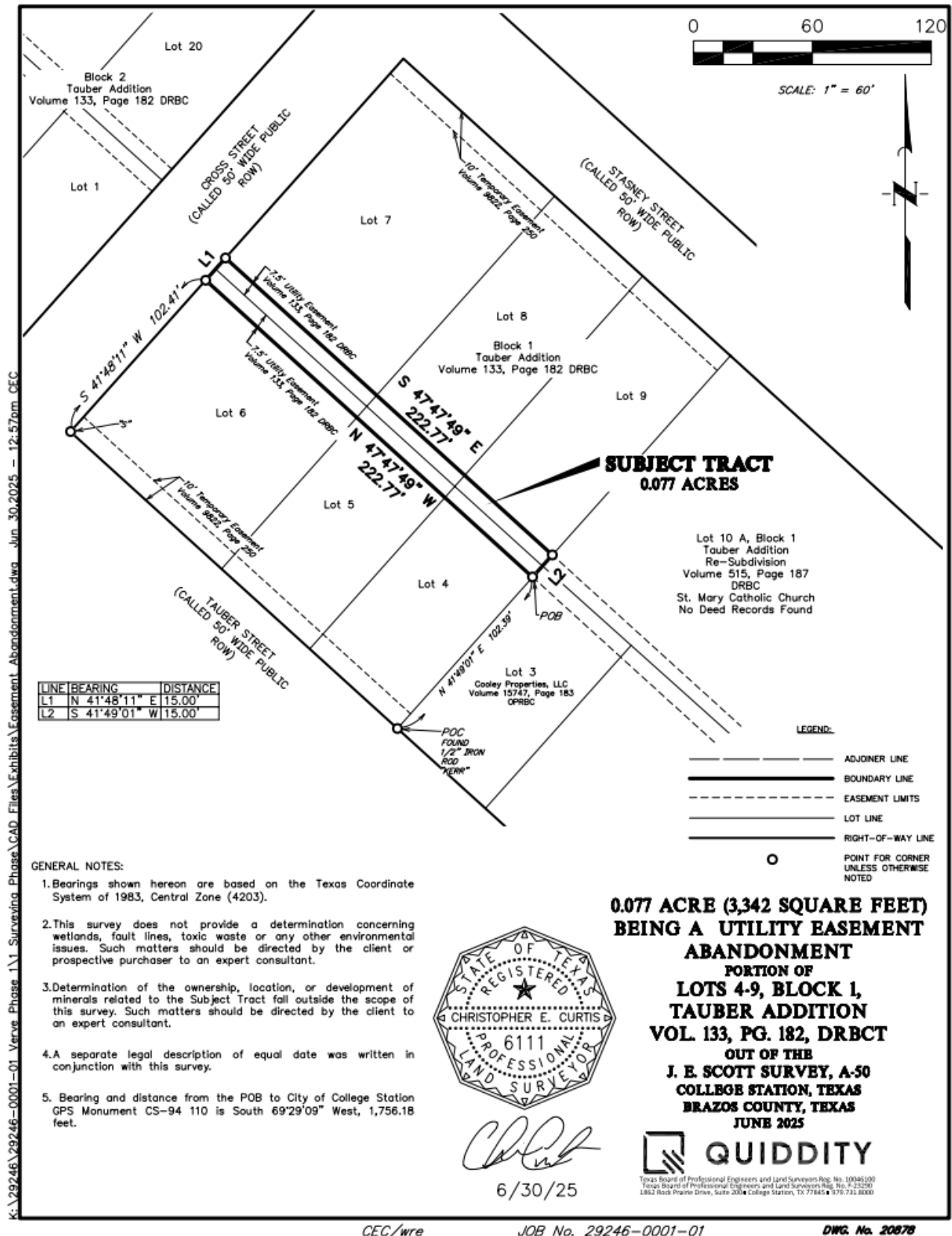
THENCE, North 41°48'11" East, passing at 7.50 feet the north corner of said Lot 6, Block 1, Tauber Addition, being common with the west corner of Lot 7, Block 1, Tauber Addition, continuing a total distance of 15.00 feet to a point for corner;

THENCE, South 47°47'49" East, 222.77 feet across Lot 7-9, Block 1, Tauber Addition, being 7.5 feet northeast and parallel to the southwest line of said lots, to a point for corner lying in the northwest line of aforementioned Lot 10A, Block 1;

THENCE South 41°49'01" West, passing at 7.50 feet the south corner of said Lot 9, Block 1, the west corner of said Lot 10A, Block 1, the north corner of aforementioned Lot 3, Block 1, and the east corner of aforementioned Lot 4, Block 1, continuing in all a total distance of 15.00 feet to the **POINT OF BEGINNING**, **CONTAINING** 0.077 acre, 3,342 square feet of land in College Station, Brazos County, Texas, as shown on Drawing No. 20878 filed in the office of Quiddity, in College Station, Texas.

6/30/25





August 28, 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 September 1st thru September 11th:

September 1 - City Offices Closed - Labor Day
September 2 - Economic Development Committee Meeting
September 2 - Zoning Board of Adjustments
September 3 - B/CS MPO Policy Board Meeting
September 3 - Legislative Affairs Committee Meeting
September 4 - Retirement Celebration honoring Lt. Steve Brock
September 4 - 2025 McClane Leadership in Business Award honoring Pete McCanna CEO of BSW
September 4 - Planning & Zoning Commission Meeting
September 5 - 2025 United Way Campaign Kickoff Tailgate
September 8 - Audit Committee Meeting
September 8 - Bicycle, Pedestrian and Greenway Advisory Board Meeting
September 8 - Historic Preservation Committee Meeting
September 9 - Parks Board Meeting
September 11 - Rock Prairie Management District No. 2
September 11 - Business After Hours
September 11 - City Council Meeting

Budget & Financial Summary: None.

Attachments:

None

August 28, 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: Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, 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, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None