



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#

September 11, 2025

4:00 PM

City Hall Council Chambers

Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only.

1. **Call to Order.**
2. **Executive Session Agenda.**

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

2.1. **Consultation with Attorney {Gov't Code Section 551.071};**

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas.
- b. The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas.
- c. Legal advice related to the Texas Open Meetings Act.

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

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

a. Power Supply

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

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

a. Economic development agreement 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.

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 September 17th through 23rd as Constitution Week.

Sponsors: Tanya Smith

Attachments: 1. 25 Constitution Week

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 28, 2025 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM082825 DRAFT Minutes

7.2. Presentation, discussion, and possible action on a resolution regarding the City's investment policy, reviewing and recording changes to the policy and strategy, and on a collateral policy, and designating investment officers for the fiscal year ending September 30, 2026, stating that the City Council has reviewed and approved the City's investment policy, broker-dealer list and investment strategy.

Sponsors: Michael DeHaven

Attachments: 1. Resolution adopting Investmt Policy Strategy FY 26 with exhibits

7.3. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 "Traffic and Vehicles", Article VI "Traffic Schedules", Section 38-1008 "Traffic Schedule VIII, No Right Turn and No Left Turn", to add No Left Turn sign on Edelweiss Avenue.

Sponsors: Carl Ahrens

Attachments: 1. No Left Turn Sign on Edelweiss Avenue
2. Ordinance

7.4. Presentation, discussion, and possible action on approval of the Atmos Mid-Tex 2025 Rate Review Mechanism (RRM) Settlement and Rate Ordinance.

Sponsors: Ross Brady

Attachments: 1. College Station - Atmos Mid-Tex 2025 RRM Ordinance wAttachments

7.5. Presentation, discussion, and possible action regarding an Interlocal Agreement with the City of Bryan for the management of the Larry J. Ringer Library.

Sponsors: Ross Brady

Attachments: 1. ILA BCS Library System 2025

7.6. Presentation, discussion, and possible action on a contract with Milsoft Utility Solutions, Inc for Electric Line Design/Staking and a Work Order Software System to replace the existing software systems in the one-time amount of \$301,000 and an annual recurring cost of \$111,300.

Sponsors: Glenn Gavit

Attachments: 1. RFP 25-062 Evaluation & Bid Tab
2. 25300681--LKP (CC 9.11.25)

7.7. Presentation, discussion, and possible action on a three-year contract with AESI-US, Inc. not to exceed \$356,129 for North American Electric Reliability Corporation (NERC) compliance consulting.

Sponsors: Glenn Gavit

Attachments: 1. 25300633--LKPc_(CC_09.11.25)

7.8. Presentation, discussion, and possible action on approval of an agreement with Virginia Transformer Corporation for the purchase and installation of an electric substation power transformer at the Northwest Substation, not to exceed \$2,337,317.

Sponsors: Glenn Gavit

Attachments: 1. 25-063 Bid Tab
2. 25300694-Virginia Transformer_VendorSigned_CC_9.11.25

- 7.9. Presentation, discussion, and possible action on bid awards to KBS Electrical Distributors for \$1,342,774 and Intellogic Engineering, Inc. for \$16,200 for the purchase of Single Phase and Three Phase Electric Transformers for Electric Warehouse Inventory. Total awards not to exceed \$1,358,974.
Sponsors: Glenn Gavit
Attachments: 1. 25-083 Bid Award - Warehouse Transformers
- 7.10. Presentation, discussion, and possible action on a signal interconnect agreement with Union Pacific Railroad Company for the FM 2154 and John Kimbrough traffic signal.
Sponsors: Emily Fisher
Attachments: 1. 0781939 Signal Interconnect Agreement (John Kimbrough Blvd) DOT 743212F College Station TX
- 7.11. Presentation, discussion, and possible action on a signal interconnect agreement with Union Pacific Railroad Company for the FM 2154 and Old Main traffic signal.
Sponsors: Emily Fisher
Attachments: 1. 0215329 Signal Interconnect Agreement (Old Main Drive) DOT 743211Y College Station TX
- 7.12. Presentation, discussion, and possible action on Contract Amendment No. 1 with Corn's Collision Center, Inc., to authorize the expenditure of additional funds for hailstorm and weather-related damage repairs to City-owned vehicles, not-to-exceed \$395,000.
Sponsors: Emily Fisher
Attachments: 1. 22300630 R2 AMD1--AD_VendorSigned
- 7.13. Presentation, discussion, and possible action on a construction contract with Brazos Paving, Inc., in the amount of \$4,305,576.94 for the rehabilitation of William D. Fitch Parkway from Tonkaway Lake Drive to Rock Prairie Road, plus the City's contingency in the amount of \$430,557.69, for a total appropriation of \$4,736,134.63. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.
Sponsors: Jennifer Cain
Attachments: 1. WD Fitch Ph II Bid Tabulation 25-087
2. WD Fitch Ph II List of Respondents
3. WD Fitch Ph II Map
4. WD Fitch Ph II Vendor Signed contract
- 7.14. Presentation, discussion, and possible action on a construction contract with American Generator Services NA, LLC. in the amount of \$153,515.75 for the replacement of the generator at Fire Station 1 and the Utilities Customer Service building.
Sponsors: Brett Cast , Jennifer Cain
Attachments: 1. FS1 and UCS Generator Replacement Vendor Signed Contract
2. UCS Generator Location Map
3. FS1 Generator Location Map
- 7.15. Presentation, discussion, and possible action on the purchase of three 600-horsepower water well motors from Integrated Power Services, LLC for \$233,662.20.
Sponsors: Gary Mechler, Stephen Maldonado
Attachments: 1. Integrated Power Services, LLC - Quote
- 7.16. Presentation, discussion, and possible action on approving the annual purchase of chlorine gas and sodium hypochlorite from PVS DX, Inc. Based on current unit pricing, the estimated annual expenditure for both items is \$448,880.

Sponsors: Stephen Maldonado

Attachments: 1. Bid Tabulation 25-080

- 7.17. Presentation, discussion, and possible action on an Oversized Participation Agreement with Boardwalk Estates, LLC and Site Utilities and Construction, LLC for an amount not to exceed \$165,991 for the construction of a water line along portions of Richards Street, Sterling Street, and Crest Street.

Sponsors: Lucas Harper

Attachments: 1. Oversized Participation Agreement - Boardwalk Estates
LLC_DevSigned

- 7.18. Presentation, discussion, and possible action regarding an amendment to the real estate contract with The Corinth Group, Inc.

Sponsors: Michael Ostrowski

Attachments: 1. Cornith 4th Extension Amendment
2. Real Estate Contract - Corinth
3. Draft Concept Plan

8. Workshop Agenda.

- 8.1. Presentation, discussion, and possible action related to a Water Services Department annual update.

Sponsors: Gary Mechler, Stephen Maldonado

Attachments: None

- 8.2. Presentation, discussion, and possible action related to an Electric Department annual update.

Sponsors: Glenn Gavit

Attachments: None

- 8.3. Presentation, discussion, and possible action regarding the City's new external website (cstx.gov), which was scheduled to launch on Tuesday, Sept. 9.

Sponsors: Colin Killian

Attachments: None

9. Regular Agenda.

- 9.1. Public Hearing, presentation, discussion, and possible action on Budget Amendment 3 amending Ordinance No. 2024-4539 which will amend the budget for the 2024-2025 Fiscal Year in the amount of \$774,978.

Sponsors: Michael DeHaven

Attachments: 1. FY25 Budget Amendment #3 Ordinance
2. FY25 BA #3

- 9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 11 "Definitions", Section 11.2 "Defined Terms" of the Code of Ordinances of the City of College Station, Texas, by amending certain sections regarding the definition of family.

Sponsors: Heather Wade

Attachments: 1. Ordinance_Family
2. Family Defintion Red Lines

- 9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 1 "General Provisions", Section 1.10 "Transitional Provisions," Article 3 "Development Review Procedures", Section 3.4 "Official

Zoning Map Amendments (Rezoning),” Article 4 “Zoning Districts”, Section 4.1 “Establishment of Districts,” Article 5 “District Purpose Statements and Supplemental Standards”, Section 5.10 “Overlay Districts” and Section 5.11 “Single-Family Overlay Districts,” and Article 6 “Use Regulations”, Section 6.3 “Types of Use” of the Code of Ordinances of the City of College Station, Texas, by amending certain sections regarding the ROO Restricted Occupancy Overlay zoning district and HOO High Occupancy Overlay zoning district.

Sponsors: Heather Wade

Attachments:

1. Ordinance_ROO_HOO
2. Draft Ordinance
3. Sec.1.10 Transitional Provisions Red Lines
4. Sec. 3.4 Official Zoning Map Amendments Rezoning Red Lines
5. Sec.4.1 Establishment of Districts Red Lines
6. Sec. 5.10 Overlay Districts Red Lines
7. Sec. 5.11 Single Family Overlay Districts Red Lines
8. Sec. 6.3 Types of Use Red Lines

- 9.4. Presentation, discussion, and possible action on a third amendment to the Construction Manager at Risk (CMAR) Contract with Garney Construction, Inc. accepting the Guaranteed Maximum Price No. 3 (GMP No. 3) of \$9,466,684.15 for the materials procurement packages for the Wells 10, 11 and 12 project, plus the City’s contingency in the amount of \$946,668.42 for a total appropriation of \$10,413,352.57.

Sponsors: Stephen Maldonado, Jennifer Cain

Attachments:

1. Wells 10, 11, 12 CMAR Amendment No. 3
2. Wells 10,11,12 and Collection Line Map

- 9.5. Presentation, discussion, and possible action regarding a real estate contract with Priority Power Management, LLC for the sale of approximately 200 acres of land in the Midtown Business Park at the intersection of Midtown Drive and Corporate Parkway in the amount of \$150,000 per acre. The final square footage of the property and the City’s remaining property, if any, will be identified on the approved replat.

Sponsors: Michael Ostrowski

Attachments:

1. PPM Real Estate Contract-City of College Station 09-05-2025
2. Midtown Business Park Subject Property Map
3. Conceptual Site Plan

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 September 5, 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."

September 11, 2025
Item No. 5.1.
Constitution Week Proclamation

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming September 17th through 23rd as Constitution Week.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Leonora Owre, Jane Cohen, Karla Devin, Marcy Heathman and other members of La Villita will receive the proclamation.

Summary: The United States Constitution, America's most important document, stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms and inalienable rights. And, Constitution Week is celebrated annually during the week of September 17-23 to commemorate its history, importance, and bring attention to how it still serves today.

This celebration of the Constitution was started by the Daughters of the American Revolution. In 1955, DAR petitioned Congress to set aside September 17-23 annually to be dedicated for the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed into public law on August 2, 1956, by President Dwight D. Eisenhower.

The DAR has also erected a structure that is built in tribute to the Constitution of the United States. DAR Constitution Hall, which is a performing arts center, opened in 1929.

The aims of the Constitution Week celebration are to:

- Emphasize citizens' responsibilities for protecting and defending the Constitution.
- Inform people that the Constitution is the basis for America's great heritage and the foundation for our way of life.
- Encourage the study of the historical events which led to the framing of the Constitution in September 1787.

Budget & Financial Summary: None.

Attachments:

1. 25 Constitution Week



Proclamation

Whereas: September 17, 2025, marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

Whereas: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, John P. Nichols, by virtue of the authority vested in me as Mayor of College Station, Texas do hereby proclaim the week of September 17 through 23 as

“CONSTITUTION WEEK”

and ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of College Station, Texas to be affixed this 11th day of September of the year of our Lord two thousand twenty-five.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

September 11, 2025
Item No. 7.1.
August 28th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• August 28, 2025 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM082825 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
AUGUST 28, 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 Capps, Deputy City Manager
Adam Falco, City Attorney
Leslie Whitten, Deputy City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on August 28, 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 4:01 p.m. on August 28, 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:

- 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:

- Approximately 8 acres of land located at 1508 Harvey Road.
- Economic development agreement for a development generally located at the intersection of FM 2154 and High Prairie Road in the City's ETJ.
- 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.

Executive Session recessed at 6:05 p.m.

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

Invocation given by College Station Police Department Rev. Ben Hailey.

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."

Mayor Nichols presented a proclamation to Lindsey Bolline, President, members of the Adam's Army Pediatric Cancer Foundation, and affected families recognizing July 2025, as "Smart Irrigation Month."

6. Hear Visitors Comments.

No one signed up to speak.

7. CONSENT ITEMS

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

Items (7.5) and (7.8) were pulled by the Council for clarification.

(7.5) Jennifer Cain, Capital Projects Director, stated that a site for this project has not yet been acquired. Investigations of the current BVSMA sites are ongoing, with geotechnical and environmental reports expected in the coming weeks.

(7.8) Randy Smith, Senior Engineer, stated that the ordinance for school zone operation times at all CSISD schools needs to be amended to include Wellborn Middle School and to revise the school zone operation times at International Leadership of Texas schools.

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

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

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.

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.

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.

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.

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.

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.

7.8. Presentation, discussion, and possible action regarding Ordinance No. 2025-4611 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.

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

8. WORKSHOP ITEMS

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

Kelsey Heiden, Parks and Recreation Director, stated that 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. Staff reviewed the phase one findings and provided all phase two findings.

Jason Gank, Barry & Dunn discussed using the Social PINPOINT website to gather community feedback. This platform helps inform and gather opinions from community about projects like the Recreation Center feasibility study. Key findings from online engagement, AMS Tyski Bell survey, Discovery Sessions, and site reviews show interest in family-oriented facilities, youth programs, sports leagues, senior facilities, indoor pools, and improved outdoor recreation facilities.

Needs Assessment Findings

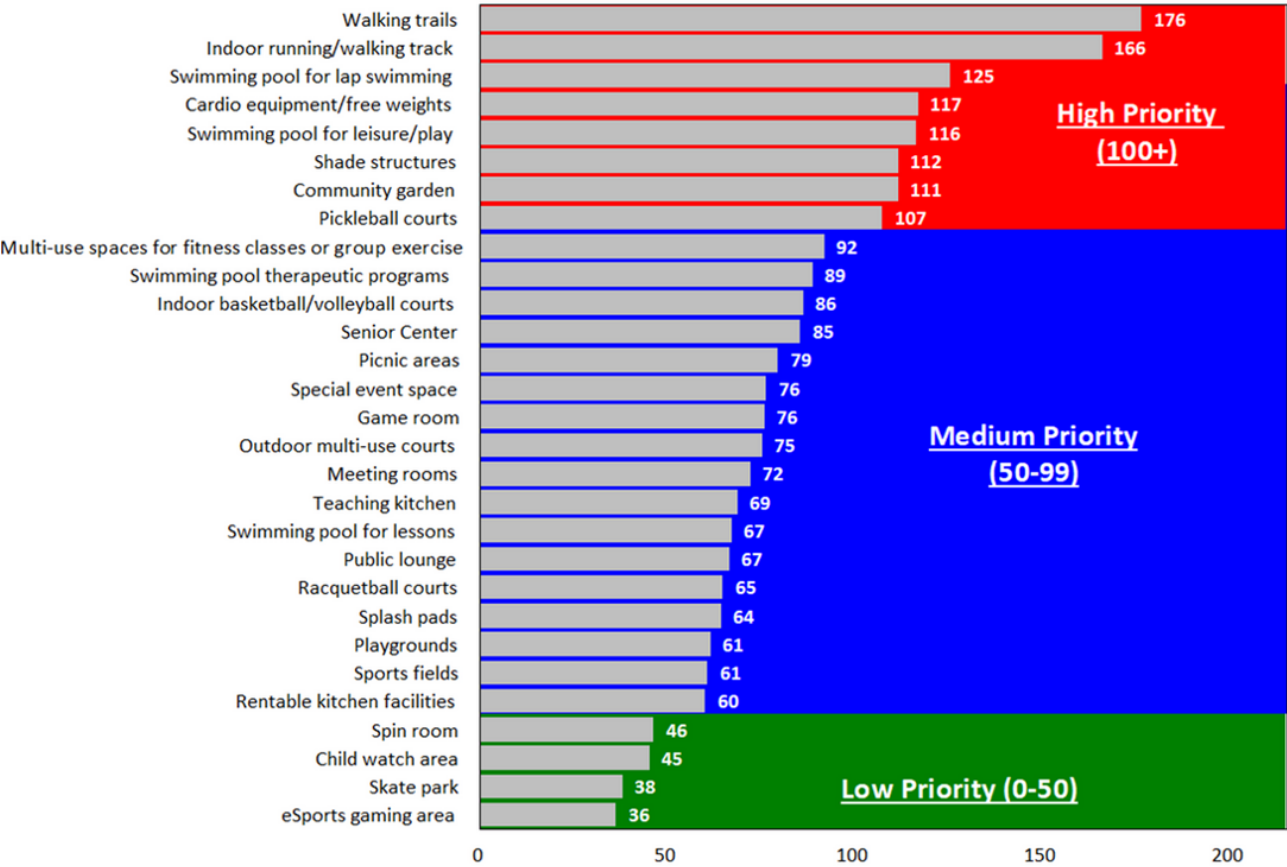
High Priority Indoor Amenities

- 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



Summary Findings

The College Station community needs more indoor recreation opportunities.

Top needs related to indoor spaces:

- Multi purpose/family oriented
- Walking track
- Swimming pools (year-round / indoor)

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 offer non-affiliate memberships; not widely used by the general public.

Mayor Nichols opened for Citizen Comments.

Dr. Karl Mooney, College Station, spoke to the Council about a YMCA study showing USA Swimming's prediction that a competitive lap pool could host four major events, benefiting local hotels and businesses. He also noted that Georgetown is building a Recreation Center managed by the YMCA and expressed hope for a similar project in their city.

Tre Watson of College Station shared his experience on the Recreation Center Steering Committee, noting that he felt their impact was limited to membership pricing. Mr. Watson has been advocating for a new rec center, highlighting the high demand shown by basketball events that overwhelm current facilities. He suggests that College Station should build a facility similar to Legends Event Center and partner with organizers to host more events.

Valen Cepak from College Station believes using the old Macy's building may be impractical due to its size and potential overestimation of membership. He stated that Houston's largest YMCA has 20,000 members in 115,000 square feet, while local surveys show low response rates indicate little interest. He also stated that the city has 16 private gyms with rates starting at \$9 a month, so the affordability of a proposed recreation center is crucial to its success. He asks if there are plans for grants or reduced rates for families and questions the feasibility without a secure partner, membership rate, and demand. He suggests more research and direct conversations with potential partners like the YMCA.

There being no further comments, Citizen Comments was closed.

A majority of the Council directed staff to prepare a Recreation Center proposal for a Bond Committee to seek citizens' approval.

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

Jeremiah Cook, Assistant Tourism Director, stated that 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 presented an update on current conditions and outlined 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.

OPTIONS:

New Signage Program

Opportunities:

- Branded signage refresh
- District & neighborhood identity
- Cultural & historical layering
- Pedestrian signage in addition to vehicular

Benefits:

- Enhances the visitor experience
- Strengthens Cities' brand identity
- Improves accessibility & flow
- Encourages exploration
- Promotes safety

Additional Options

- Remove all wayfinding/directional signage
- Repair existing & develop a maintenance plan and budget

Next Steps

- Joint Committee

Council directed staff to bring back a wayfinding sign program after forming a committee of local stakeholders to evaluate the need, placement, and types of signs with an emphasis on a cohesive design across the community paired with unique branding and includes an operations and maintenance budget along with considerations for the use of HOT funds.

Mayor Nichols recessed the meeting at 8:18 p.m.

The meeting was reconvened at 8:27 p.m.

9. REGULAR ITEMS

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.

Mary Ellen Leonard, Finance Director, stated that this public hearing is on a rate of \$0.511872 per \$100 assessed valuation. This is the same tax rate as the 2024 tax rate. 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 at this August 28th meeting at 6:00 pm. The public hearing tax rate of \$0.511872 per \$100 assessed valuation will generate \$73.5M 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.

	FY25	Change	Certified FY26
Debt Rate	21.1441	(0.8773)	20.2668
O&M Rate	30.1645	.7561	30.9204
Total Called Tax Rate	51.3086	(0.1212)	51.1872
No New Revenue	49.9960	(0.945)	49.0510
Voter Approval	52.1442	(.0957)	51.1872

At approximately 8:31 p.m., Mayor Nichols opened the Public Hearing.

Valen Cepak, College Station, stated that the no-new revenue rate is set at 49.0510 and the voter approval rate is 51.3086. He inquired what new benefits citizens would receive as the rate reaches the voter approval line, especially since "no new revenue" covers last year's essential needs like first responders.

There being no further comments, the Public Hearing was closed at 8:34 p.m.

9.2. Presentation, discussion, and possible action on Ordinance No. 2025-4612 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.

Mary Ellen Leonard, Finance Director, stated that there are two actions requested of Council 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 workshop on July 16th. 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.

FY26 Proposed Net Budget Summary	
Fund Type	Proposed Net Budget
Governmental Funds	\$165,545,044
Enterprise Funds	195,015,464
Special Revenue Funds	29,518,052
Subtotal O&M	\$390,078,560
Subtotal Capital	\$84,147,138
Total Proposed Net Budget	\$474,225,698

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 \$4.9M. The proposed tax rate is \$0.511872 per \$100 assessed valuation is the same rate as in FY25. The following is an overall summary of the proposed budget with workshop revisions. Subtotal Operation and Maintenance: \$390,078,560; Net Capital: \$84,147,138; Total Net Budget: \$474,225,698.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4612, the proposed FY26 budget for the City of College Station for a total proposed budget with revisions of \$474,225,698; as it appears on the dais. The motion carried unanimously.

Recorded Vote:

- Councilmember Smith, aye
- Councilmember Wright, aye
- Councilmember White, aye
- Mayor Nichols, aye
- Councilmember McIlhaney, aye
- Councilmember Yancy, aye
- Councilmember Shafer, aye

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to ratify the property tax increase reflected in the FY26 budget, as it appears on the dais. The motion carried unanimously.

Recorded Vote:

- Councilmember Smith, aye
- Councilmember Wright, aye
- Councilmember White, aye
- Mayor Nichols, aye
- Councilmember McIlhaney, aye
- Councilmember Yancy, aye
- Councilmember Shafer, aye

9.3. Presentation, discussion, and possible action on approval of Ordinance No. 2025-4613 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.

Mary Ellen Leonard, Finance Director, stated that 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, \$0.309204, and one for Debt Service, \$0.202668, for a Total Tax Rate of \$0.511872. 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.

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

	FY25	Change	Certified FY26
Debt Rate	21.1441	(0.8773)	20.2668
O&M Rate	30.1645	.7561	30.9204
Total Called Tax Rate	51.3086	(0.1212)	51.1872
No New Revenue	49.9960	(0.945)	49.0510
Voter Approval	52.1442	(.0957)	51.1872

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember McIlhaney, the City Council voted six (6) for and one (1) opposed, with Councilmember Yancy voting against, to adopt Ordinance No. 2025-4613, that the property tax rate be decreased by the adoption of a tax rate of 51.1872 cents per \$100 assessed valuation, which is effectively a 0.24 percent decrease in the tax rate and approve the Maintenance and Operations rate be 30.9204 cents per \$100 assessed valuation; and the Debt Service rate be 20.2668 cents per \$100 assessed valuation, as it appears on the dais. The motion carried.

Recorded Vote:

- Councilmember Smith, aye
- Councilmember Wright, aye
- Councilmember White, aye
- Mayor Nichols, aye
- Councilmember McIlhaney, aye
- Councilmember Yancy, nay
- Councilmember Shafer, aye

9.4. Presentation, discussion, and possible action on Resolution No. 08-28-25-9.4 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.

Mary Ellen Leonard, Finance Director, stated that 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.

- No rate increase for Electric, Water, or Wastewater;
 - However, there is a slight decrease in the Transmission Delivery Adjustment (TDA) fee as well as a slight solar credit change reflected in Electric.
- Increase of 3.0% for fees tied to the Consumer Price Index – All Urban Consumers (CPI-U).
 - Fees tied to the CPI-U include, Planning, Drainage and Roadway Maintenance.
- There is a change of the CPI Index for Solid Waste from the CPI-U to the CPI-Water/Sewer/Trash.
 - The CPI-WST increased by 5.0%
 - Certain specific Solid Waste fees proposed to increased an additional 5.0%
- Tourism revised the deposit for the use of 1207 Event Space
- Parks revised summer camp fee from per session to per week.

Delinquency Fees

Delinquent Fees (Reconnects)	5,545 Accts	\$161,750
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a. 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)

	Fee	Percentage
Residential	\$ 46,250	29%
Multifamily	\$ 91,300	56%
Commercial	\$ 24,200	15%
TOTAL	\$ 161,750	

41% of these accounts have multiple charges

Late Payment Fees

Late Charges	73,196 Accts	\$1,834,151
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a. Sec. 40-11. Payment of bills.

The Utility Customer Service Office must receive all payments 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.

	Fee	Percentage
Residential	\$ 818,739	45%
Multifamily	\$ 733,422	40%
Commercial	\$ 281,990	15%
TOTAL	\$ 1,834,151	

5% of these charges are waived
269 out of 1541 (17%) have multiple charges

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 08-28-25-9.4, 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 with the following amendment eliminate section 40-13(b)i, the reconnection fee for \$25 for residential to be remove and set it to 0 for residential only. The motion carried unanimously.

9.5. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4614 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.

Lucas Harper, Planning and Development, stated that 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.

At approximately 9:43 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 9:43 p.m.

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4614, 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. The motion carried unanimously.

9.6. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4615 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.

Lucas Harper, Planning and Development, stated that 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.

At approximately 9:46 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 9:46 p.m.

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. 2025-4615, 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. 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 extended the City's condolences to Lou Hodges' family.

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 Smith reported on the Transportation Committee.

Councilmember Wright reported on Legislative Engagement Committee.

Councilmember Yancy reported on the Interlocal Government Committee.

Councilmember McIlhaney reported on the Tourism 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.

No future items at this time.

12. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 9:54 p.m. on Thursday, August 28, 2025.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

September 11, 2025
Item No. 7.2.
Fiscal Year 2026 Investment Policy and Strategy

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution regarding the City's investment policy, reviewing and recording changes to the policy and strategy, and on a collateral policy, and designating investment officers for the fiscal year ending September 30, 2026, stating that the City Council has reviewed and approved the City's investment policy, broker-dealer list and investment strategy.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Recommendation(s): Staff recommends review and approval of the resolution.

Summary: The Public Funds Investment Act requires an annual review and approval of the City's investment policy and investment strategies. The Act further requires the following:

(1) that the governing body adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies, and (2) that the written instrument so adopted records any changes to either the investment policy or investment strategies. The proposed list of Broker/Dealers/Advisors for the City to do business with are:

FHN Financial
Hilltop Securities, Inc.
Cantor Fitzgerald & Company
Truist Securities
American Momentum (CD's only)

The proposed list of depository banks for the City to do business with are:

Truist Bank
JPMorgan Chase Bank, N.A.

As part of the City's Investment Policy, the Council is to review, approve and adopt any modifications to the list. There are no changes to the City's investment policy, strategy or approved broker-dealer list for fiscal year 2026.

Budget & Financial Summary: None

Attachments:

1. Resolution adopting Investmt Policy Strategy FY 26 with exhibits

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE CITY'S INVESTMENT POLICY; THE CITY'S INVESTMENT STRATEGY; REVIEWING AND RECORDING CHANGES TO SUCH POLICY AND STRATEGY; APPROVING A COLLATERAL POLICY; AND DESIGNATING INVESTMENT OFFICERS FOR FISCAL YEAR ENDING SEPTEMBER 30, 2026; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER.

WHEREAS, it is a paramount goal of the City of College Station, Texas ("City") to ensure the financial integrity of the City and to meet all legal requirements associated with the safekeeping and investing of its funds; and

WHEREAS, in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, the City council must adopt an investment policy and investment strategies; and

WHEREAS, Section 2256.005, Texas Government Code requires the City Council to review the investment policies and investment strategies not less than annually and to adopt a resolution or order stating the review has been completed and recording any changes made to either the investment policies or investment strategies; and

WHEREAS, the Investment Policy for Fiscal Year 2026 designates the Assistant City Manager or his Designee(s) as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds; and

WHEREAS, the Investment Policy for Fiscal Year 2026 contains the City's Collateral Policy which is required pursuant to Chapter 2257, Texas Government Code; now therefore

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

- PART 1:** That the facts and recitations set forth in the preamble of this Resolution are hereby declared true and correct.
- PART 2:** That the City Council hereby approves the City's Investment Policy, the City's Collateral Policy, the City's Broker/Dealer List and the City's Investment Strategy for Fiscal year 2026, all of which is attached hereto as Exhibit "A"
- PART 3:** That the City Council of the City has completed its review of the investment policy and investment strategies, and any changes made to either the investment policy or investment strategy are recorded in Exhibit "B" hereto.
- PART 5:** That the City Council hereby approves the designation of the Assistant City Manager or his Designee(s) as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds consistent with the City's Investment Policy.

PART 6: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 11th day of September, A.D. 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT "A"

**CITY'S INVESTMENT POLICY, THE CITY'S COLLATERAL POLICY, THE CITY'S
BROKER/DEALER LIST AND THE CITY'S INVESTMENT STRATEGY FOR FISCAL
YEAR 2026**



Investment Strategy and Policy

2026

Approved by Council

September 11, 2025

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INVESTMENT STRATEGY

The City of College Station will pursue a passive investment strategy. Investments will be purchased with the intent of holding to maturity and will only be sold early under exceptional circumstances. In purchasing investments, the investment officer will attempt to follow a ladder strategy to ensure that the portfolio will have at least one investment maturing every month. Investment priorities are as follows:

1. **Suitability** - Any investment allowed under the Investment Policy is suitable.
2. **Preservation and Safety of Principal** - Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.
3. **Liquidity** - The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operational requirements that might reasonably be anticipated.
4. **Marketability** - Investments should have an active and efficient secondary market to enable the City to liquidate investments prior to the maturity if the need should arise.
5. **Diversification** - The Investment Officer will attempt to maintain a diversified portfolio with regard to security type, financial institution providing the security, and maturity.
6. **Yield** - The City's investment portfolio shall be designed with the objective of attaining the maximum rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow characteristics of the portfolio.

The City of College Station also has an irrevocable trust relating to its Other Post Employment Benefits (OPEB) obligations. The investment strategy for this trust will be dictated by the City's Investment Committee. This trust does not fall under the Texas Public Funds Investment Act. The current investment guideline is attached to this policy as Exhibit A. The future funding of the OPEB liability and trust are attached to this policy as Exhibit B.

CITY OF COLLEGE STATION

INVESTMENT POLICY

The Public Funds Investment Act, Chapter 2256, Texas Government Code, as Amended ("PFIA" herein), requires each city to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices that must be exercised to ensure effective and judicious fiscal management of the City of College Station funds.

I. POLICY

It is the policy of the City of College Station, Texas ("City") to invest public funds in a manner, which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all federal, state and local statutes governing the investment of public funds.

II. SCOPE

This investment policy applies to all the financial assets held by the City. These funds are defined in the City's Comprehensive Annual Financial Report (CAFR) and include:

General Fund	Special Revenue Funds
Debt Service Fund	Capital Projects Funds
Enterprise Funds	Internal Service Funds

Any new funds created by the City will be subject to this policy unless specifically exempted by the City Council. To maximize the effective investment of assets, all funds mentioned above will pool their cash balances for investment purposes. The income derived from investing activities will be distributed to the various funds based on calculation of their average balances.

III. INVESTMENT OBJECTIVES

The City of College Station shall manage and invest its cash with three primary objectives, listed in order of priority: **safety, liquidity and yield**. The safety of the principal invested always remains the primary objective.

Safety

Safety of Principal is the foremost objective of the City. Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

Liquidity

The City's investment portfolio will remain liquid to enable the City to meet all operational requirements that might reasonably be anticipated.

Yield

The City shall invest funds in investments that earn a competitive market yield consistent with stated objectives. For bond proceeds to which arbitrage restrictions apply, the primary objectives shall be to obtain a fair market yield and to minimize the costs associated with the investment of such funds within the constraints of the investment policy and applicable bond covenants.

IV. RESPONSIBILITY AND CONTROL

Delegation of Authority

The Assistant City Manager or his Designee is designated the City's Investment Officer. The Investment Officer shall be responsible for the investment of funds consistent with this Policy, and shall have the authority necessary to carry out such responsibilities. An investment committee consisting of the Investment Officer and at least two other staff members designated by the City Manager will also be formed. This committee will be responsible for selecting eligible broker/dealers, reviewing, updating the investment policy annually, and be responsible for fixing any variable rate indebtedness when they deem appropriate. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall establish written procedures for the operation of the investment program consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Cash Flow Analysis

Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes. Cash flow analysis will include the historical researching and monitoring of specific cash flow items, payables and receivables as well as overall cash position and patterns.

Training Requirement

In order to ensure the quality and capability of investment management, the Assistant City Manager and the Investment Officer shall:

- attend at least one training session within 12 months of assuming duties *and* containing not less than 10 hours of instruction from an independent source approved by the governing board or a designated investment committee;
- receive training which includes education in investment controls, security risks, strategy risks, market risks, *diversification of the investment portfolio*, and compliance with the PFIA; and
- attend a training session not less than once each state fiscal biennium (beginning on the first day of the fiscal year and consisting of two consecutive fiscal years after that date) and receive not less than 8 hours of training from an independent source approved by the governing board or a designated investment committee.

Internal Controls

The Investment Officer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures. Annually, the City's independent auditors will review quarterly reports for the fiscal year.

Prudence

Investments shall be made with the judgment and care which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transactions that might impair public confidence in the City's ability to govern effectively.

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City, particularly with regard to the time of purchases and sales. Investment officials will disclose if the Official is related

with the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code. Employees and investment officials shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

On an annual basis, the Investment officials shall sign a statement acknowledging that they are in compliance with Section 2256.005 (i) of the Public Funds Investment Act.

V. SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

The City currently has a “buy and hold” portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity.

Investments

Acceptable investments under this policy shall be limited to certain instruments as described by the Government Code; Chapter 2256, Sections 2256.009 through 2256.011 and Sections 2256.013 through 2256.016 of the Public Funds Investment Act. Investment of funds in any instrument or security not authorized for investment under the Act is prohibited.

- **Authorized**

1. Interest bearing bank deposits insured by the FDIC or the National Credit Union Share Insurance Fund.
2. Direct obligations of the United States government: U.S. Treasury Bills, U.S. Treasury Notes, and U.S. Treasury Bonds as well as Bonds or other interest bearing obligations for which the principal and interest are guaranteed by the full faith and credit of the United States government and rated not less than A or its equivalent by at least one nationally recognized investment rating firm.
3. Federal Agencies and Instrumentalities including but not limited to, discount notes, callables and debentures of the Federal National Mortgage Association (FNMA), the Federal Home Loan Bank (FHLB), the Federal Farm Credit Bank (FFCB), and the Federal Home Loan Mortgage Corporation (FHLMC).
4. Time Certificates of Deposit, insured by the Federal Deposit Insurance Corporation (FDIC) or its successor, or the National Credit Union Share Insurance Fund or its successor, in state or national banks. Any deposits exceeding FDIC insurance limits shall be collateralized at 102% of the face amount of the Certificate of Deposit by securities listed in 1 - 2 above and held by the City's custodial bank or the custodial bank of the institution the CD's are held. Bids for Certificates of Deposit may be solicited orally, in writing, electronically or using any combination of these methods.

5. Repurchase Agreements with a defined termination date of 90 days or less collateralized by a combination of cash and securities listed in 1 - 2 above. Collateral must have a minimum market value of 102% of the repurchase agreement, and must be held by the custodian bank or other independent third-party custodian contracted by the City. Bond proceeds may be invested in flexible repurchase agreements with maturity dates not exceeding the expected final project expenditure if a formal bidding process is followed and properly documented for IRS purposes.
6. AAA-rated No-Load Money Market Mutual Funds registered with the Securities and Exchange Commission and comply with SEC Rule 2a-7 .
7. AAA-rated Investment Pools organized under the Texas Interlocal Cooperation Act that follow the requirements in the Public Funds Investment Act and which have been specifically approved by the City.

- **Not Authorized**

The following security types are not permitted:

1. Obligations whose payment represents the coupon payments of the underlying mortgage-backed security collateral and pays no principal (IO's);
2. Obligations whose payment represents the principal stream from the underlying mortgage-backed security collateral and bears no interest (PO's);
3. Collateralized Mortgage Obligations (CMO's) that have a stated final maturity date of greater than 10 years; and
4. Any security, the interest rate of which is determined by an index that adjusts opposite to the changes in the Market index (inverse floaters).

Exemption for Existing Investments

Any investment, which was authorized at the time of purchase, shall not be required to be liquidated.

Loss of Required Rating

If any security that requires a minimum investment rating is downgraded below that minimum rating subsequent to purchase, it will no longer be considered an authorized investment. As a result, the City shall take all prudent measures to liquidate the security in effort to preclude or reduce principal loss. The City will select a different approved broker/dealer each quarter to verify the ratings of securities held. Local Government Pools ratings will be verified quarterly by checking their websites.

VI. INVESTMENT PARAMETERS

Maximum Maturities

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five years from the date of purchase. Additionally, the City will maintain a dollar-weighted average maturity of two years or less.

Diversification

It is the intent of the City to diversify the investment instruments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. The asset allocation in the portfolio should be flexible depending upon the outlook for the economy and the securities markets. If conditions warrant, the guidelines below may be exceeded by approval of the Investment Committee.

With the exception of U.S. Treasury securities, authorized pools, and the City's depository accounts, the City may not invest more than 30% of the City's investment portfolio with a single financial institution. In addition, the following maximum limits, by instrument, are established for the City's total portfolio:

1. U.S. Treasury Securities	100%
2. Agencies and Instrumentalities	70%
3. Certificates of Deposits	40%
4. Money Market Mutual Funds	30%
5. Repurchase Agreements	20%
7. Authorized Pools	70%

VII. FINANCIAL INSTITUTIONS AND DEALERS

Depository

At least every three to five years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state and local laws.
- The ability to provide requested information or financial statements for the period specified.
- The ability to meet all requirements in the banking RFA.

- Complete response to all required items on the bid form.
- Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.

The bank depository contract is subject to Council approval. During the term of the contract, additional accounts may be established. The City may open a cash money market account with its approved depository bank. Accounts held by the approved bank are to be collateralized at no less than 105%. Two authorized signers on the City's accounts must approve the establishment of new accounts.

Authorized Brokers/Dealers

The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include "primary" or regional dealers that qualify under SEC rule 15C3-1. No public deposit shall be made except in a qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with a completed Broker/Dealer Questionnaire and Certification, which shall include the following:

- An audited financial statement for the most recent period.
- Proof of certification by the Financial Industry Regulatory Authority (FINRA).
- Proof of current registration with the State Securities Commission.

Financial institutions eligible to transact investment business with the City shall be presented a written copy of this Investment Policy.

Additionally, the qualified representative of the business organization seeking to transact investment business shall execute a written instrument substantially to the effect that the qualified representative has received and reviewed this Investment Policy, and acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City.

The City will not enter into an investment transaction with a Broker/Dealer prior to receiving the written agreement described above and current audited financial statements.

Annually, the Investment Committee shall review and revise the list as needed. The Committee will consider any new firms that have submitted the required documentation and review the performance of the previously approved firms. Any modifications to the list will be submitted to Council for their review, approval and adoption.

Competitive Bids

Securities will be purchased or sold after three (3) offers/bids are taken to verify that the City is receiving fair market value/price for the investment. Security transactions that may be purchased without competitive offers include: a) transactions with money market mutual funds b) local government investment pools and c) new securities still in syndicate and priced at par.

Delivery vs. Payment

All securities transaction, including collateral for repurchased agreements, shall be purchased using the delivery vs., payment method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.

VIII. SAFEKEEPING OF SECURITIES

Safekeeping Agreement

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits.

Safekeeping and Custody

Safekeeping and custody of securities and collateral shall be in accordance with state law. Securities and collateral will be held by a third party custodian designated by the Investment Officer and held in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Original safekeeping receipts shall be obtained.

Collateralization

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all investments and uninsured balances plus accrued interest on deposit with a depository bank, other than investments, which are obligations of the U.S. government, its agencies and instrumentalities, and government sponsored enterprises. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on deposits or investments less than an amount insured by the FDIC. The collateralization level of the City's depository accounts will be no less than 105%.

Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.

The right of collateral substitution is granted and the City's Investment Officers reserve the right to accept or reject any form of collateral or enhancement at their sole discretion.

IX. PERFORMANCE STANDARDS

Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs.

Performance Benchmark

Given the passive investment strategy of the City, the benchmark to be used by the Investment Officer to determine whether market yields are being achieved shall be the average closing yield during the reporting period comparable to the portfolios dollar-weighted average maturity in days.

X. REPORTING

Methods

Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer should prepare and submit to the City Council a written report of the investment transactions for all funds of the City for the preceding reporting period. The report must:

- describe in detail the investment position of the City on the date of the report,
- be prepared jointly by all the Investment Officers if the City appoints more than one,
- be signed by all Investment Officials,
- contain a summary statement of each pooled fund group that states the beginning market value for the reporting period,
- state the book value and the market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested,
- state the maturity date of each separately invested asset that has a maturity date,
- state the fund for which each individual investment was acquired,
- state all accrued interest payable; and
- state the compliance of the investment portfolio as it relates to this Policy and Investment Act.

Marking to Market

The market values of the City's investments shall be obtained from a reliable outside source, which has access to investment market values. Marking to Market will be done at least quarterly.

XI. INVESTMENT POLICY ADOPTION

The City's investment policy and investment strategies must be adopted annually by resolution of the City Council even if there are no changes. The City Council shall review the policy annually and they must approve any changes or modifications made thereto.

QUALIFIED BROKERS/DEALERS/ADVISORS

FHN Financial

Buddy Saragusa, Shay Hisle
920 Memorial City Way, 11th Floor
Houston, TX 77024
Phone: (713) 435-4351

Cantor Fitzgerald & Company

1700 Post Oak Boulevard
2 BLVD Place, Suite 250
Houston, TX 77056
Phone: (713) 599-5192

Hilltop Securities, Inc.

Gilbert Ramon
700 Milam St., #1200
Houston, TX 77002
Phone: (512) 340-1841

Truist Securities

901 East Byrd Street, Suite 300
Richmond, VA 23219
Phone: (804) 649-3976

American Momentum Bank (CD's only)

Frank Varisco
Five Momentum Blvd.
College Station, TX 77845
Phone: (979) 599-9349

INVESTMENT POOLS

TexPool / TexPool Prime

1001 Texas Ave., Suite 1400
Houston, TX 77002
Phone: (866)839-7665

TexSTAR

1201 Elm Street, Suite 3500
Dallas, TX 75270
Phone: (800)839-7827

Texas CLASS / Texas CLASS Govt.

6907 Shavelson St.
Houston, TX 77055
Phone: (800)707-6242

LOGIC

1201 Elm Street, Suite 3500
Dallas, TX 75270
Phone: (800)895-6442

DEPOSITORY BANKS

Truist Bank

2717 Texas Avenue South
College Station, Texas 77840
(979)260-1482

JPMorgan Chase Bank, NA.

One Chase Manhattan Plaza
New York, New York 10005-1401

GLOSSARY OF COMMON TREASURY TERMINOLOGY

Accrued Interest - The accumulated interest due on a bond as of the last interest payment made by the issuer.

Agency - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Amortization - The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

Asked - The price at which securities are offered.

Average Life - The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Basis Point - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

Bid - The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value - The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

Broker - A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Callable Bond - A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

Call Price - The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

Call Risk - The risk to a bondholder that a bond may be redeemed prior to maturity.

Cash Sale/Purchase - A transaction that calls for delivery and payment of securities on the same day that the transaction is initiated.

Certificate of Deposit (CD) – A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateralization - Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Commercial Paper - An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Comprehensive Annual Financial Report (CAFR) – The official annual report for the City of College Station. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provision, extensive introductory material, and a detailed statistical section.

Coupon Rate - The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. It is also known as the interest rate.

Credit Quality - The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Risk - The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Current Yield (Current Return) - A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Dealer – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP) - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

Discount - The amount by which the par value of a security exceeds the price paid for the security.

Discount Security – Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

Diversification - A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Fair Value - The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Funds (Fed Funds) - Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered immediately available funds.

Federal Funds Rate - Interest rate charged by one institution lending federal funds to the other.

Federal Credit Agencies – Agencies of the Federal Government set up to supply credit to various classes of institutions and individuals, e.g. S&L's small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC) – A federal agency that insures bank deposits, currently up to \$250,000 per depository account through December 31, 2013. On January 1, 2014, the standard insurance amount will return to \$100,000.

Federal Home Loan banks (FHLB) – The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role similar to that played by the Federal Reserve Bank versus member commercial banks.

Federal National Mortgage Association (FNMA) – A government –sponsored enterprise (GSE) that was created in 1938 to expand the flow of mortgage money by creating a secondary mortgage market. Fannie Mae is a publicly traded company which operates under a congressional charter that directs Fannie Mae to channel its efforts into increasing the availability and affordability of homeownership for low-, moderate-, and middle-income Americans.

Federal Open Market Committee (FOMC) – Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System – The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

Financial Industry Regulatory Authority (FINRA) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Government Securities - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

Interest Rate - See "Coupon Rate."

Interest Rate Risk - The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

Internal Controls - An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

- **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

Inverted Yield Curve - A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

Investment Policy - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

Liquidity - An asset that can be converted easily and quickly into cash.

Local Government Investment Pool (LGIP) - An investment by local governments in which their money is pooled as a method for managing local funds.

Mark-to-market - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk - The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value - Current market price of a security.

Maturity - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

Money Market - The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Money Market Mutual Fund - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

Mutual Fund - An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940.

Net Asset Value - The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets that includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.) $[(\text{Total assets}) - (\text{Liabilities})] / (\text{Number of shares outstanding})$

Nominal Yield - The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," "coupon rate," or "interest rate."

Offer - An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price."

Par - Face value or principal value of a bond, typically \$1,000 per bond.

Portfolio – Collection of securities held by an investor.

Positive Yield Curve - A chart formation that illustrates short-term securities having lower yields than long-term securities.

Premium - The amount by which the price paid for a security exceeds the security's par value.

Prime Rate - A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

Principal - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prospectus - A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

Prudent Person Rule - An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

Rate of Return – The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Reinvestment Risk - The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

Repurchase Agreement (repo or RP) - An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo) - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Rule 2a-7 of the Investment Company Act - Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13- month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar (\$1.00).

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Secondary Market – A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission – Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Serial Bond - A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

Sinking Fund - Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

Swap - Trading one asset for another.

Term Bond - Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

Total Return - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. $(\text{Price Appreciation}) + (\text{Dividends paid}) + (\text{Capital gains}) = \text{Total Return}$

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Bonds – Marketable, fixed-interest U.S. government debt securities with maturities of more than ten years and issued in minimum denominations of \$1,000. Treasury bonds make interest payments semi-annually and the income that holders received is only taxed at the federal level.

Treasury Notes - Marketable U.S. government debt securities with fixed interest rates and maturities between 1 to 10 years. Treasury notes can be bought either directly from the U.S. government or through banks.

Uniform Net Capital Rule - SEC Rule 15C3-1 – Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1: also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities. This is one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Volatility - A degree of fluctuation in the price and valuation of securities.

Volatility Risk Rating - A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns ("aaa" by S&P; "V-1" by Fitch) to those that are highly sensitive with currently identifiable market volatility risk ("ccc-" by S&P, "V-10" by Fitch).

Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

Yield - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield-to-call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date. **Yield Curve** - A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-maturity - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities - Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

**EXHIBIT A
PARS OBEB TRUST
INVESTMENT GUIDELINE**



Investment Guidelines Document

City of College Station, Texas

115 Irrevocable Exclusive Benefit Trust

August 2017

Investment Guidelines Document

Scope and Purpose

The purpose of this Investment Guidelines Document is to:

- Facilitate the process of ongoing communication between the Plan Sponsor and its plan fiduciaries;
- Confirm the Plan's investment goals and objectives and management policies applicable to the investment portfolio identified below and obtained from the Plan Sponsor;
- Provide a framework to construct a well-diversified asset mix that can potentially be expected to meet the account's short- and long-term needs that is consistent with the account's investment objectives, liquidity considerations and risk tolerance;
- Identify any unique considerations that may restrict or limit the investment discretion of its designated investment managers;
- Help maintain a long-term perspective when market volatility is caused by short-term market movements.

Key Plan Sponsor Account Information as of August 2017

Plan Sponsor:	City of College Station
Governance:	City Council for the City of College Station
Plan Name ("Plan")	City of College Station Other Post-Employment Benefits Plan
Trustee:	US Bank Contact: Susan Hughes, 949-224-7209 susan.hughes@usbank.com
Type of Account:	GASB 45/Other Post-Employment Benefits Trust
ERISA Status:	Not subject to ERISA
Market Value of Account:	est. \$1,000,000
Investment Manager:	US Bank, as discretionary trustee, has delegated investment management responsibilities to HighMark Capital Management, Inc. ("Investment Manager"), an SEC-registered investment adviser Contact: Andrew Brown, CFA, 415-705-7605 Andrew.brown@highmarkcapital.com

Investment Authority: Except as otherwise noted, the Trustee, US Bank, has delegated investment authority to HighMark Capital Management, an SEC-registered investment adviser. Investment Manager has full investment discretion over the managed assets in the account. Investment Manager is authorized to purchase, sell, exchange, invest, reinvest and manage the designated assets held in the account, all in accordance with account's investment objectives, without prior approval or subsequent approval of any other party(ies).

Investment Objectives and Constraints

The goal of the Plan's investment program is to generate adequate long-term returns that, when combined with contributions, will result in sufficient assets to pay the present and future obligations of the Plan. The following objectives are intended to assist in achieving this goal:

- The Plan should earn, on a long-term average basis, a rate of return equal to or in excess of the targeted rate of return in the actuarial valuation.
- The Plan should seek to earn a return in excess of its policy benchmark over the long-term.
- The Plan's assets will be managed on a total return basis which takes into consideration both investment income and capital appreciation. While the Plan Sponsor recognizes the importance of preservation of capital, it also adheres to the principle that varying degrees of investment risk are generally rewarded with compensating returns. To achieve these objectives, the Plan Sponsor allocates its assets (asset allocation) with a strategic, long-term perspective of the capital markets.

Investment Time Horizon: Long-term

Anticipated Cash Flows: Distributions are expected to be low in the early years of the Plan.

Investment Objective: The primary objective is to maximize total Plan return, subject to the risk and quality constraints set forth herein. The investment objective the Plan Sponsor has selected is the Balanced Objective, which has a dual goal to seek growth of income and principal.

Risk Tolerance: *Balanced*
The account's risk tolerance has been rated balanced, which demonstrates that the account can accept price fluctuations to pursue its investment objectives.

Strategic Asset Allocation: The asset allocation ranges for this objective are listed below:

<i>Strategic Asset Allocation Ranges</i>		
Cash	Fixed Income	Equity
0-20%	30%-50%	50%-70%
Policy: 5%	Policy: 35%	Policy: 60%

Market conditions may cause the account's asset allocation to vary from the stated range from time to time. The Investment Manager will rebalance the portfolio no less than quarterly and/or when the actual weighting differs substantially from the strategic range, if appropriate and consistent with your objectives.

Security Guidelines:

Equities

With the exception of limitations and constraints described above, Investment Manager may allocate assets of the equity portion of the account among various market capitalizations (large, mid, small) and investment styles (value, growth). Further, Investment Manager may allocate assets among domestic, international developed and emerging market equity securities.

Total Equities	50%-70%
<i>Equity Style</i>	<i>Range</i>
Domestic Large Cap Equity	20%-50%
Domestic Mid Cap Equity	0%-15%
Domestic Small Cap Equity	0%-20%
International Equity (incl. Emerging Markets)	0%-20%
Real Estate Investment Trust (REIT)	0%-10%

Fixed Income

In the fixed income portion of the account, Investment Manager may allocate assets among various sectors and industries, as well as varying maturities and credit quality that are consistent with the overall goals and objectives of the portfolio.

Total Fixed Income	30%-50%
<i>Fixed Income Style</i>	<i>Range</i>
Long-term bonds (maturities >7 years)	0%-20%
Intermediate-term bonds (maturities 3-7 years)	15%-50%
Short-Term bonds (maturities <3 years)	0%-15%
High Yield bonds	0%-8%

Performance Benchmarks:

The performance of the total Plan shall be measured over a three and five-year periods. These periods are considered sufficient to accommodate the market cycles experienced with investments. The performance shall be compared to the return of the total portfolio blended benchmark shown below.

Total Portfolio Blended Benchmark

32.00%	S&P500 Index
6.00%	Russell Mid Cap Index
9.00%	Russell 2000 Index
4.00%	MSCI Emerging Market Index
7.00%	MSCI EAFE Index
2.00%	Wilshire REIT Index
27.00%	Bloomberg Barclays Capital Aggregate Index
6.75%ML	1-3 Year US Corp/Gov't
1.25%	US High Yield Master II
5.00%	Citi 1Mth T-Bill

Asset Class/Style Benchmarks

Over a market cycle, the long-term objective for each investment strategy is to add value to a market benchmark. The following are the benchmarks used to monitor each investment strategy:

Large Cap Equity	S&P 500 Index
Growth	S&P 500 Growth Index
Value	S&P 500 Value Index
Mid Cap Equity	Russell Mid Cap Index
Growth	Russell Mid Cap Growth Index
Value	Russell Mid Cap Value Index
Small Cap Equity	Russell 2000 Index
Growth	Russell 2000 Growth Index
Value	Russell 2000 Value Index
REITs	Wilshire REIT
International Equity	MSCI EAFE Index
Investment Grade Bonds	Bloomberg Barclays Capital Aggregate Index
High Yield	US High Yield Master II

Security Selection

Investment Manager may utilize a full range of investment vehicles when constructing the investment portfolio, including but not limited to individual securities, mutual funds, and exchange-traded funds. In addition, to the extent permissible, Investment Manager is authorized to invest in shares of mutual funds in which the Investment Manager serves as advisor or subadvisor.

Investment Limitations:

The following investment transactions are prohibited:

- Direct investments in precious metals (precious metals mutual funds and exchange-traded funds are permissible).
- Venture Capital
- Short sales*
- Purchases of Letter Stock, Private Placements, or direct payments
- Leveraged Transactions*
- Commodities Transactions Puts, calls, straddles, or other option strategies*
- Purchases of real estate, with the exception of REITs
- Derivatives, with exception of ETFs*

**Permissible in diversified mutual funds and exchange-traded funds*

Duties and Responsibilities

Responsibilities of Plan Sponsor

The Investment Committee of the City of College Station is responsible for:

- Confirming the accuracy of this Investment Guidelines Document, in writing.
- Advising Trustee and Investment Manager of any change in the plan/account's financial situation, funding status, or cash flows, which could possibly necessitate a change to the account's overall risk tolerance, time horizon or liquidity requirements; and thus would dictate a change to the overall investment objective and goals for the account.
- Monitoring and supervising all service vendors and investment options, including investment managers.
- Avoiding prohibited transactions and conflicts of interest.

Responsibilities of Trustee

The plan Trustee is responsible for:

- Valuing the holdings.
- Collecting all income and dividends owed to the Plan.
- Settling all transactions (buy-sell orders).

Responsibilities of Investment Manager

The Investment Manager is responsible for:

- Assisting the Investment Committee with the development and maintenance of this Investment Policy Guideline document annually.
- Meeting with Investment Committee annually to review portfolio structure, holdings, and performance.
- Designing, recommending and implementing an appropriate asset allocation consistent with the investment objectives, time horizon, risk profile, guidelines and constraints outlined in this statement.
- Researching and monitoring investment advisers and investment vehicles.
- Purchasing, selling, and reinvesting in securities held in the account.
- Monitoring the performance of all selected assets.
- Voting proxies, if applicable.
- Recommending changes to any of the above.

- Periodically reviewing the suitability of the investments, being available to meet with the committee at least once each year, and being available at such other times within reason at your request.
- Preparing and presenting appropriate reports.
- Informing the committee if changes occur in personnel that are responsible for portfolio management or research.

Acknowledgement and Acceptance

I/We being the Plan Sponsor with responsibility for the account(s) held on behalf of the Plan Sponsor specified below, designate Investment Manager as having the investment discretion and management responsibility indicated in relation to all assets of the Plan or specified Account. If such designation is set forth in the Plan/trust, I/We hereby confirm such designation as Investment Manager.

I have read the Investment Guidelines Document, and confirm the accuracy of it, including the terms and conditions under which the assets in this account are to be held, managed, and disposed of by Investment Manager. This Investment Guidelines Document supersedes all previous versions of an Investment Guidelines Document or investment objective instructions that may have been executed for this account.


 _____ Date: 9-19-17
 Plan Sponsor: City of College Station


 _____ Date: 9/21/17
 Investment Manager: Andrew Brown, CFA, Senior Portfolio Manager, (415) 705-7605

EXHIBIT B
OPEB Funding Policy



**CITY OF COLLEGE STATION
POSTRETIREMENT MEDICAL, DENTAL
AND LIFE INSURANCE BENEFITS PROGRAM**

FUNDING POLICY

EFFECTIVE FOR FISCAL YEARS BEGINNING

ON AND AFTER OCTOBER 1, 2021

Adopted: _____, 20__

**FUNDING POLICY FOR THE
CITY OF COLLEGE STATION
POSTRETIREMENT MEDICAL, DENTAL
AND LIFE INSURANCE BENEFITS PROGRAM**

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A. Purpose of Funding Policy

Adoption of a formal policy defining priorities and guidelines for the funding of pension benefits and Other Post-Employment Benefits (OPEB) has become a best practice for public retirement systems. Governing boards and plan sponsors can use a formal funding policy to communicate funding goals and to provide a plan actuary with guidance in determining the requisite contribution rates to meet those goals.

For the City of College Station (the City), the adoption of this policy is intended to:

- Define the goals and objectives of funding the City of College Station Postretirement Medical, Dental and Life Insurance Program (the OPEB Plan),
- Ensure the funding objectives consider the current recommendations of the Government Finance Officers Association (GFOA) and the Conference of Consulting Actuaries Public Plans Community (CCA PPC)¹,
- Review those objectives against the Texas Pension Review Board (the PRB) funding requirements and Texas Government Code §802.2011, even though such requirements only apply to Public Retirement (Pension) Systems²,
- Enhance communications to plan members and retirees regarding the City's funding strategy, and
- Provide funding policy guidance to current and future City managers.

B. Primary Funding Objective

The primary objective of the funding policy is to fully fund the long-term cost of benefits provided under the terms of the OPEB Plan through disciplined and timely accumulation of contributions and prudent investment of assets, where such investments are governed by the guidelines of a separate Investment Policy Statement.

C. Funding Priorities and Guidelines

The following priorities and guidelines seek to achieve the Primary Funding Objective:

- **100% Payment of Benefits** – Contributions and current plan assets must be sufficient to pay for all benefits expected to be paid to members and their beneficiaries when due.

¹ The GFOA recommendations are written for both Public Pension Plans and Public OPEB Plans. The CCA PPC recommendations are written for Public Pension Plans, but the CCA PPC white paper states that the general policy objectives presented are applicable to funding OPEB plans with consideration given to distinctive features applicable to OPEB Plans. Accordingly, these GFOA and CCA PPC recommendations are useful guidelines for funding OPEB Plans.

² Although the PRB requirements do not apply to OPEB plans, they are useful in comparing to the GFOA and CCA recommendations.

- **Target a Funded Ratio of 100%** – The funded ratio shall be determined based on the ratio of:
 - the Plan Assets (which may be determined using a smoothing methodology discussed below) to
 - the Actuarial Accrued Liability (determined using the selected actuarial Cost Method as discussed below and all other funding valuation assumptions).
- **Contribution Stability and Sound Financing of Benefits** – The financing of benefits should be based on sound actuarial principles. The City desires to minimize year-to-year employer contribution volatility to the extent reasonably possible while understanding that a sound funding policy may require employer contribution fluctuations from year-to-year in order to achieve and maintain the sound actuarial financing of benefits.
- **Intergenerational Equity** – Whenever possible, the costs of benefits are managed such that future taxpayers are not burdened with costs associated with a previous generation of City employees' service, and such costs are managed in a manner consistent with the principle to pay all benefits when due and without reduction.
- **Benefit Enhancements** – Amendments to the OPEB Plan that improve plan benefits shall not be permitted unless the plan remains above 90% funded following the amendment. However, if the employer funds the full amount of the benefit enhancement at the time the enhancement is adopted, then the 90% funding threshold requirement shall be waived.

D. City's OPEB Funding Policy

The Funding Policy determines the manner in which plan liabilities and assets are measured for purposes of determining the annual contributions to the OPEB Plan. Typically, funding policies require the annual Normal Cost (i.e., the present value of the current year benefit accruals) plus a portion of the Unfunded Accrued Liability (UAL) (i.e., the excess of Actuarial Accrued Liability over Plan Assets) to be funded via an amortization payment.

In establishing this Funding Policy, the City considered published guidance from the Texas Pension Review Board, the Conference of Consulting Actuaries Public Plans Community and the Government Finance Officers Association. A detailed summary of this guidance, including many of the terms and concepts utilized in the Funding Policy below, is located in the Appendix of this document.

Effective with the fiscal year beginning October 1, 2021, the City may use the following Funding Policy based on the results of the preceding GASB No 74 valuation (e.g., the January 1, 2021 valuation for the fiscal year beginning October 1, 2021):

1. Methods – The City shall use the following methods.

a. **Recommended Contribution** – The City shall determine the annual contribution using the **Actuarially Determined Contribution (ADC) Method**.

- i. **Funded Ratio Less Than 95%** – If the ratio of Plan Assets to the Actuarial Accrued Liability is less than 95%, the ADC shall be determined as the sum of the Normal Cost plus an amortization of the Unfunded Accrued Liability (UAL) as further discussed below.

In addition, OPEB benefit payments will be paid directly by the City, and the City will not receive reimbursement from the OPEB Prefunding Trust.

- ii. **Funded Ratio Between 95% and 100%** – If the ratio of Plan Assets to the Actuarial Accrued Liability is at least 95% and less than 100%, then:

1. if there is any portion of the amortization period of the UAL from the prior valuation (i.e., one or two years remaining), then the ADC shall be determined as the sum of the Normal Cost plus an amortization of the UAL; or
2. if there is no amortization of the UAL remaining from the prior valuation (i.e., there are zero years remaining), then the ADC shall be equal to sum of the Normal Cost plus interest on the UAL at the valuation interest rate.

In addition, OPEB benefit payments will be paid directly by the City, but the City will receive reimbursement from the OPEB Prefunding Trust.

- iii. **Funded Ratio 100% or Greater** – If the ratio of Plan Assets to the Actuarial Accrued Liability is at least 100%, the ADC shall be equal to the Normal Cost and there shall not be an adjustment for the amortization of the UAL. Furthermore, the amount of the Normal Cost shall be offset by Plan Assets in excess of the Actuarial Accrued Liability, but such offset shall not result in an ADC of less than \$0.

In addition, OPEB benefit payments will be paid directly by the City, but the City will receive reimbursement from the OPEB Prefunding Trust.

Each fiscal year, the City budgets a contribution for the OPEB Prefunding Trust (e.g., at the date of adoption of this Funding Policy, the City has budgeted approximately \$1,332,000 for FY22). To the extent that the budgeted OPEB contribution exceeds the ADC described under any of the above scenarios, then

the contribution to the OPEB Prefunding Trust shall exceed the ADC but not in excess of the amount required to achieve a Funded Ratio of 100% plus the amount of the Normal Cost. *In this event, any remaining portion of the budgeted contribution or excess available retiree obligation funding shall be contributed to the Texas Municipal Retirement System to fund the City's pension benefits.*

- b. **Cost Method** – The actuarial cost method shall continue to be the Entry Age Normal Level Percent of Pay method.
- c. **Asset Method** – The City shall use the Market Value of Assets rather than a smoothed value of assets.

Market Value of Assets as of the valuation date equals Fair Value plus any receivable contributions made or to be made for a prior plan year. The Plan Assets shall be set equal to the Market Value of Assets.

- d. **Amortization Method** – The amortization method shall be determined as follows:

Amortization Method	City's Method
Closed Period vs. Open Period	Closed Period
Level Dollar vs. Level Percent	Level Dollar
Single vs. Layered	Single
Amortization Period	3 years

2. Other Considerations

- a. **Actuarial Experience Studies** - The City participates in to the Texas Municipal Retirement System (TMRS) which already performs actuarial experience studies at least once every five (5) years. Such experience studies examine the Retirement System's actual experience relative to the expected experience based on the actuarial assumptions in effect. The OPEB plan will incorporate any new demographic assumptions and economic assumptions applicable to the OPEB Plan that are adopted by TMRS as a result of an experience study. The OPEB Plan's investment return assumption (i.e., the discount rate) shall be reevaluated at the same time as each TMRS experience study, and the City shall adopt a new investment return assumption, if warranted at such time.
- b. **Risk-Sharing** – If the ADC exceeds the amount of the budgeted OPEB contribution or if the ADC becomes otherwise untenable, then the City reserves the right to examine any combination of the following approaches to adjust the ADC or otherwise restore the ADC to a sustainable level:

- i. adjusting the funding policy (e.g., use longer amortization periods that remain within the recommended ranges) while still meeting the Primary Funding Objectives,
- ii. increasing the retirees' cost-sharing contributions to the OPEB Plan for medical and dental coverage to restore the ADC to a sustainable level,
- iii. reducing future benefits to restore the ADC to a sustainable level, and/or
- iv. limiting the contribution to the amount of the budgeted OPEB contribution.

The City reserves the right to amend, modify or replace this Funding Policy.

Glossary of Actuarial Terms

Actuarial Accrued Liability or Accrued Liability (AAL)	This is computed differently under different actuarial cost methods. Generally, the Actuarial Accrued Liability or Accrued Liability represents the portion of the Present Value of Future Benefits attributed to periods of service preceding the valuation date.
Actuarial Gain (Loss)	A measure of the difference between actual experience and that expected based on the actuarial assumptions during the period between two actuarial valuation dates, as determined in accordance with the particular actuarial cost method used.
Actuarial Value of Assets (AVA)	The value of assets used by an actuary for an actuarial valuation. The AVA can be set equal to the Market Value of Assets, or the AVA can be set equal to a smoothed value of assets that is designed to smooth volatility in the Market Value of Assets over a period of years (e.g., a three to ten year period).
Entry Age Normal Actuarial Cost Method	An actuarial cost method under which the Present Value of Future Benefits of each individual included in an actuarial valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit ages. The portion of this actuarial present value allocated to the year of service during the valuation year is called the Normal Cost. The portion of this present value not provided for at a valuation date by the Present Value of Future Normal Costs is called the Accrued Liability.
Market Value of Assets	Market Value of Assets as of a valuation date equals Fair Value plus any receivable contributions made or to be made for a prior plan year.
Normal Cost	Computed differently under different actuarial cost methods, the Normal Cost generally represents the portion of the actuarial Present Value of Future Benefits attributed to the current year of service for active employees.
OPEB Plan	An OPEB Plan or Other Post-Employment Benefit Plan is a plan that provides post-retirement benefits other than pension benefits. Such plans typically provide post-retirement medical coverage, including prescription drug coverage, dental coverage and life insurance benefits.
Plan Assets	Used interchangeably with Actuarial Value of Assets. See definition of Actuarial Value of Assets above.

Present Value of Future Benefits

Future benefits include all benefits estimated to be payable to plan members (retirees and beneficiaries, terminated employees entitled to benefits but not yet receiving them, and current active members) as a result of their service through the valuation date and their expected future service. The actuarial Present Value of Future Benefits as of the valuation date is the present value of the cost to finance benefits payable in the future, discounted to reflect the expected effects of the time value (present value) of money and the probabilities of payment.

Present Value of Future Normal Costs

The difference between the Present Value of Future Benefits and the Actuarial Accrued Liability under a given actuarial cost method.

Unfunded Accrued Liability (UAL)

The excess, if any, of the Actuarial Accrued Liability over the Actuarial Value of Assets.

Appendix

Published Guidance on Key Elements of a Funding Policy

The Funding Policy determines the manner in which plan liabilities and assets are measured for purposes of determining the annual contributions to the OPEB Plan. Typically, funding policies require the annual Normal Cost (i.e., the present value of the current year benefit accruals) plus a portion of the Unfunded Accrued Liability (UAL) (i.e., the excess of Actuarial Accrued Liability over Plan Assets) to be funded via an amortization payment.

Published guidance by the following entities has been considered in developing the Funding Policy:

1. **Texas PRB’s “Guidance for Developing a Funding Policy” adopted on October 17, 2019** – This guidance is intended to assist public entities in Texas in developing a policy that meets the requirements of Texas Government Code §802.2011 **which does not apply to OPEB plans**, but is useful to consider when establishing a funding policy for a OPEB plan;
2. **Conference of Consulting Actuaries Public Plans Community (CCA PPC) “Actuarial Funding Policies and Practices for Public Pension Plans” published in October 2014** – This publication is a “white paper” that develops principal elements and parameters of actuarial funding policy for U.S. public pension plans. The white paper states, “While this white paper develops guidance primarily for pension plans, we believe the general policy objectives presented here are applicable to the funding of OPEB plans as well.” The guidance offered in the white paper “is not intended to supplant or replace the applicable Actuarial Standards of Practice (ASOPs)” and is “nonbinding and advisory only”, but is intended as advice to actuaries and retirement boards in setting funding policy. The white paper develops a Level Cost Allocation Model that recommends actuarial funding methods for measuring both plan liabilities and plan assets, as well as recommends amortization periods for funding the UAL. These recommendations are discussed further below; and
3. **Government Finance Officers Association’s Best Practice “Sustainable Funding Practices for Defined Benefit Pensions and Other Postemployment Benefits” approved by the GFOA’s Executive Board in January 2016** – This paper includes recommendations for best practices for adopting a funding policy for Pension and OPEB plans and incorporates by reference the GFOAs’ Best Practice “Core Elements of Funding Policy” published in 2013 which also recommends parameters for a funding policy.

All three sources of published guidance discuss the following key elements of a funding policy.

- **Recommended Contribution** – There are two methods used to determine recommended employer contributions to retirement plans:

- **Fixed Rate Method** – The Fixed Rate method determines the annual employer contribution as a constant percentage (i.e., a fixed rate) of payroll. This method is used to minimize volatility in the contribution amount and does not vary from year-to-year unless certain conditions are met.
- **Actuarially Determined Contribution (ADC) Method** – The ADC is determined as the sum of the Normal Cost plus an amortization of the UAL. The ADC changes each year as the Normal Cost and UAL fluctuate. This volatility permits the plan funding to be adjusted as needed in order to continue funding towards 100% over a set period of time.

As discussed below, the Normal Cost and Actuarial Accrued Liability are determined based upon the actuarial Cost Method that is selected, and the Plan Assets can either be determined using Market Value or a smoothed Actuarial Value of Assets. Lastly, the period(s) over which the UAL is amortized as well as the methods of setting the period(s) (open period vs. closed period and level dollar amortization vs. level percent of pay amortization) are also key components in the determination of the ADC.

The Texas PRB and GFOA recommend using the ADC method. The CCA PPC white paper is written solely in the context of the ADC method; however, the white paper indicates that plans that use the Fixed Rate method should also develop an ADC rate for comparison. Similarly, the Texas PRB recommends that if a Fixed Rate method is used, then an ADC rate should be used as a benchmark for determining if the Fixed Rate is reasonable, as well as to identify conditions in which the Fixed Rate should be changed to move towards the ADC rate either via changes to the rate or benefit reductions.

- **Cost Method** – The actuarial cost method is used to allocate the Present Value of Future Benefits to past, current and future service periods.
 - **Actuarial Accrued Liability** – This is the portion of the Present Value of Future Benefits assigned to past service (i.e., service before the actuarial valuation date).
 - **Normal Cost** – This is the portion of the Present Value of Future Benefits that is assigned to the current year of service (i.e., it is the present value of the current year's accruals).
 - **Present Value of Future Normal Costs** – This is the portion the Present Value of Future Benefits that is assigned to future service after the valuation year (i.e., it represents the present value of future years' accruals).

The PRB, the CCA PPC and the GFOA all recommend that plan liabilities be determined using the Entry Age Normal Level Percent actuarial cost method for plans with pay-related benefits. Although the City's OPEB Plan benefits are not pay-related, GASB Nos. 74/75 require the use of the Entry Age Normal Level Percent actuarial

cost method. This method funds each individual's benefits over their career as a level percent of pay.

- **Asset Method** – Rather than use the Market Value of Assets in each annual valuation as the measure of Plan Assets, an Actuarial Value of Assets (AVA) can be used to smooth investment gains and losses and thus reduce year-to-year volatility in developing a funding policy contribution. Some AVA methods also place a corridor around the Market Value of Assets to limit the maximum amount of the smoothing during periods in which the market has been very volatile.

The PRB, the CCA PPC and the GFOA have various recommended ranges for the length of the period over which assets can be smoothed, but all three entities indicate that a 5-year smoothing period is reasonable, with the GFOA stating that a period of 5 years or less is “ideal”. Furthermore, the CCA PPC and GFOA neither recommend nor discourage a corridor for a 5-year smoothing period (but they do recommend corridors for smoothing periods in excess of 5 years), while the PRB does not state a position on this matter.

- **Amortization Method** – The amortization method determines the manner and period over which the Unfunded Accrued Liability (UAL) is amortized.

➤ **Level Dollar vs. Level Percent** – The UAL can be amortized as a:

- Level Dollar amount, where the amortization installment is fixed each year, or
- Level Percent amount, where the amortization installment increases each year as payroll increases, but this can sometimes result in negative amortization.

➤ **Open Period vs. Closed Period** – The UAL can be amortized over an:

- Open Period, whereby the amortization period is the same each year (e.g., a 5-year Open Period amortization would use a 5-year amortization for the January 1, 2021 valuation, followed by another 5-year open period on January 1, 2022 and so on without the 5-year period ever changing), or
- Closed Period, whereby the amortization period reduces each successive period (e.g., a 5-year Closed Period amortization would use a 5-year amortization for the January 1, 2021 valuation, followed by a 4-year Closed Period on January 1, 2022 and so on until the final year of the amortization is reached in the 5th year).

➤ **Single Amortization vs. Layered Amortization** – The UAL can be amortized using:

- **Single Amortization** – Under the Single Amortization method, the full amount of the UAL is amortized over a single period each year.
- **Layered Amortization** – Under the Layered Amortization method, different amortization layers of the UAL are established at each actuarial valuation, and the sum of the layers is equal to the full UAL. In addition, within a single valuation, multiple layers of UAL can be established for different sources of changes in the UAL. The Layered Amortization method requires that a new amortization base (or layer) be created each year for Actuarial Experience Gains/Losses that occur during the year. In addition, new amortization layers are created in years in which actuarial assumptions or methods are changed and in years in which plan amendments are enacted.

Creating a new amortization layer for each year reduces the volatility of the amortization of the UAL relative to the Single Amortization method, particularly as the Closed Period becomes shorter if a Closed Period amortization method is used. In addition, different amortization periods can be used for different types of layers created in years in which actuarial assumptions or methods are changed and in years in which plan amendments are enacted. This allows the funding of each layer to be better aligned with an appropriate amortization period.

As shown in the tables below, the Texas PRB, CCA PPC and GFOA all recommend a Layered Amortization approach with Closed Periods but with different amortization periods and different recommendations for Level Dollar versus Level Percent.

Method	Amortization Methodology		
	Texas PRB	CCA PPC	GFOA
Closed Period vs. Open Period	Closed Period	Closed Period	Closed Period
Level Dollar vs. Level Percent	Level Dollar ¹	Level Percent ²	Either
Single vs. Layered	Layered	Layered	Layered

Source of Amortization Layers	Amortization Period		
	Texas PRB ¹	CCA PPC ²	GFOA
Actuarial Experience Gain/Loss	10 to 25 years	15 to 20 years	15 to 25 years ⁵
Assumption and Method Changes	10 to 25 years	15 to 25 years	15 to 25 years ⁵
Plan Amendments	10 to 25 years	10 to 15 years ³	15 to 25 years ⁵
Transition to New Policy	Not discussed	Up to 30 years ⁴	Not discussed

¹ The Texas PRB indicates that “level dollar amounts are preferable unless payroll is expected to decrease in the future”. The Texas PRB also states that 10 to 25 years is the preferable range, and while it indicates that a layered approach is acceptable, it does not provide separate preferred ranges for each of the layers.

² The white paper indicates that “level dollar could be appropriate for sponsors and plans that are particularly averse to future cost increases, e.g., utilities setting rates for current rate payers.” Furthermore, the white paper states “level dollar is generally faster amortization than level percent of pay so longer periods may be reasonable.”

³ The white paper recommends that Plan Amendments be amortized over the actual remaining active future service for amendments affecting active members (where 15 years can be used as an approximation) or over actual remaining retiree life expectancy for amendments affecting inactive members (where 10 years can be used as an approximation).

⁴ The white paper indicates that transition policies would allow current fixed period amortization layers with periods not to exceed 30 years to continue with new amortization layers subject to recommended guidelines.

⁵ GFOA states that amortization periods should “ideally fall in the 15-20 year range” but “never exceed 25 years”.

- **Other Considerations** – The Texas PRB, CCA PPC and GFOA each recommend other considerations to manage growth in plan liabilities and mitigate other risks.

- **Actuarial Experience Studies** - An actuarial experience study examines a Retirement Plan’s actual demographic and economic experience relative to the expected experience based on the actuarial assumptions used in an actuarial valuation. Adjustments should be made to the actuarial assumptions whenever actual plan experience deviates materially from the assumptions in order to produce the best long-term estimate and to better align the contributions with the long-term expected cost of the plan.

The GFOA recommends an actuarial experience study be conducted at least once every five years; the Texas PRB indicates that the frequency of actuarial experience studies can be included in the funding policy; and the CCA PPC does not address assumption selection in its white paper.

- **Risk Mitigation Strategies** – Other strategies can be implemented to mitigate risks, such as the risk of large contribution increases year-to-year, sharing risks with employees via increased employee contributions or benefit reductions in certain scenarios. Managing growth in plan liabilities via restrictions on plan amendments should also be considered.

The Texas PRB, CCA PPC and GFOA all suggest various strategies for mitigating risks and managing growth in plan liabilities, and the referenced publications for each of these bodies suggest incorporating some risk mitigation strategies into a plan's funding policy.

EXHIBIT “B”

**RECORDED CHANGES TO INVESTMENT POLICY
OR INVESTMENT STRATEGIES**

The following changes to the Investment Policy or Investment Strategies are as set forth below:

NO CHANGES

September 11, 2025

Item No. 7.3.

No Right Turn and No Left Turn”, to add No Left Turn sign on Edelweiss Avenue.

Sponsor: Carl Ahrens, Staff Planner

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 38-1008 “Traffic Schedule VIII, No Right Turn and No Left Turn”, to add No Left Turn sign on Edelweiss Avenue.

Relationship to Strategic Goals:

- Core Services and infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approval of the ordinance amendment.

Summary: A new driveway was added at Rock Prairie Elementary and the City is restricting left turns into the driveway off of Edelweiss Avenue to facilitate a safer and more orderly traffic controlled pickup line. Left turns are restricted between the hours of 7:00 AM-9:00 AM and 2:30 PM-4:30 PM on school days.

Budget & Financial Summary:

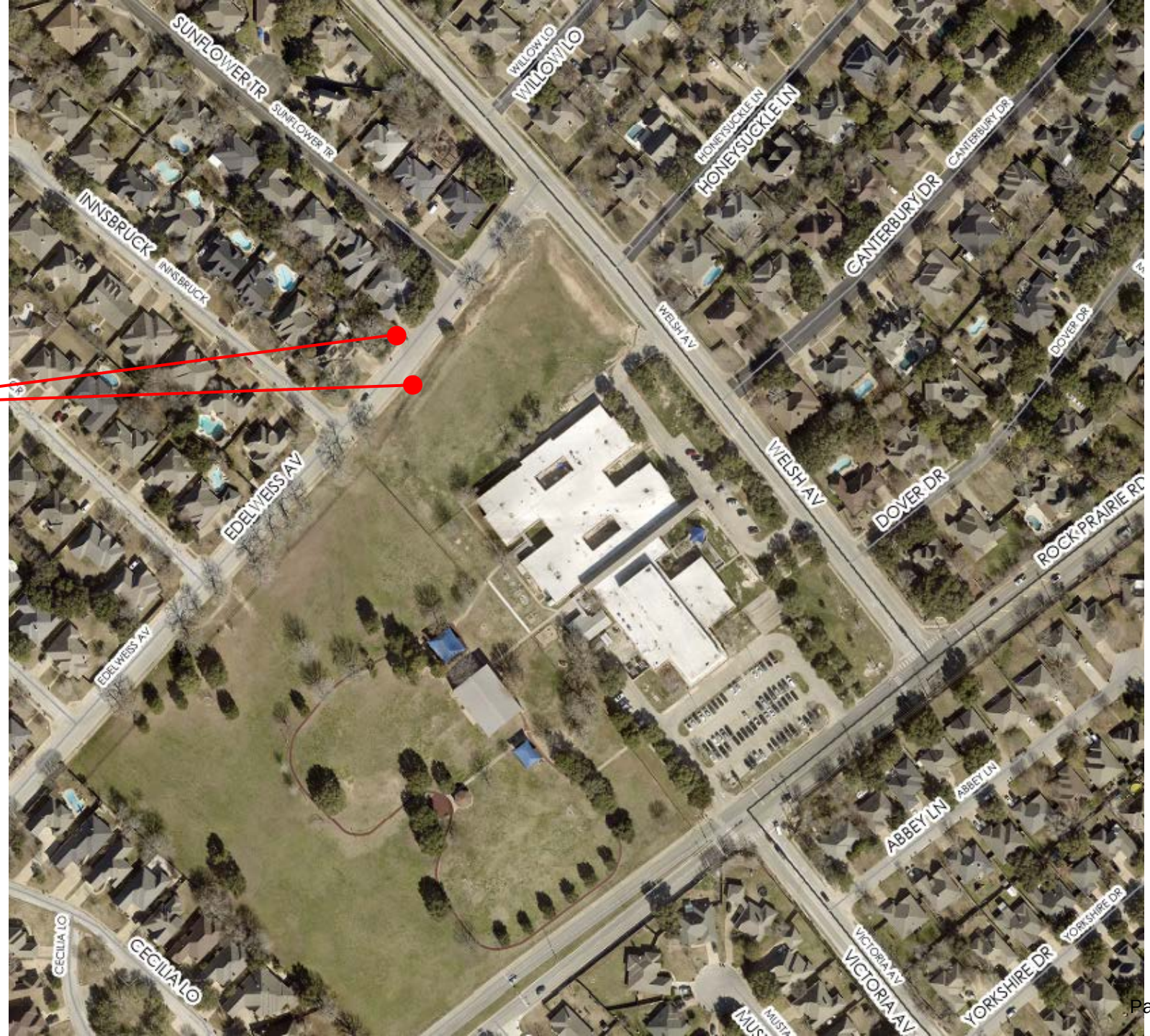
Attachments:

1. No Left Turn Sign on Edelweiss Avenue
2. Ordinance

No Left Turn Sign on Edelweiss Avenue

City Council September 11th, 2025

No left turn signage



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38 “TRAFFIC AND VEHICLES,” ARTICLE VI, “TRAFFIC SCHEDULES,” SECTION 38-1008 “TRAFFIC SCHEDULE VIII, NO RIGHT TURN AND NO LEFT TURN”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING A NO LEFT TURN SIGN ON EDELWEISS AVENUE, AND AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1008 “Traffic Schedule VIII, No Right Turn and No Left Turn” 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 11th day of September, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1008 “Traffic Schedule VIII, No Right Turn And No Left Turn” is hereby amended by **adding the following:**

<i>Street</i>	<i>Intersecting Street</i>	<i>Travel Direction</i>	<i>No Lt. Turn</i>	<i>No Rt. Turn</i>
Edelweiss Avenue	Rock Prairie Elementary Driveway located approximately 127 feet southwest of Sunflower Trail	Southwest	√	

September 11, 2025
Item No. 7.4.
Atmos Rate Ordinance

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approval of the Atmos Mid-Tex 2025 Rate Review Mechanism (RRM) Settlement and Rate Ordinance.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff recommends Council approve the settlement and ordinance.

Summary: The City of College Station is a member of the Atmos Cities Steering Committee (ACSC), along with 181 other Texas cities served by Atmos. This committee reviews changes made to the rates Atmos charges its customers. In April 2025, Atmos proposed an increase to its rates which, across their entire service area, would generate an additional \$245.2 million in revenue. The ACSC objected to this amount but acknowledged some increase was necessary for the company to recover costs. After negotiations, the two entities agreed to a settlement amount of \$205.6 million for the system-wide increases. The impact on the average residential customer in College Station will be an increase of \$7.83 per month, or 9.27%. The increase for the average commercial customer will be \$25.73 per month, or 6.56%. The attached ordinance approves the RRM settlement and authorizes the new rates. These Atmos rates become effective October 1, 2025.

Budget & Financial Summary: There is no significant financial impact to the City.

Attachments:

1. College Station - Atmos Mid-Tex 2025 RRM Ordinance wAttachments

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2025 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of College Station, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2025 Atmos Mid-Tex filed its 2025 RRM rate request with ACSC Cities based on a test year ending December 31, 2024; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2025 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$205.6 million on a system-wide basis with an Effective Date of October 1, 2025; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$205.6 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2025 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$205.6 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2025 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2025.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF _____, 2025.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 23.65 per month
Rider CEE Surcharge	\$ 0.03 per month ¹
Total Customer Charge	\$ 23.68 per month
Commodity Charge – All <u>Ccf</u>	\$ 0.74748 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 94.00 per month
Rider CEE Surcharge	\$ 0.01 per month ¹
Total Customer Charge	\$ 94.01 per month
Commodity Charge – All Ccf	\$ 0.22261 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7678 per MMBtu
Next 3,500 MMBtu	\$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1206 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

Type of Service

Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7678 per MMBtu
Next 3,500 MMBtu	\$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1206 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest “midpoint” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” during such month, for the MMBtu of Customer’s monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer’s receipt quantities for the month.

Overpull Fee

Upon notification by Company of an event of interruption of Customer’s deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled “Daily Price Survey.”

Replacement Index

In the event the “midpoint” or “common” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company’s Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	SUR – SURCHARGES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Application

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

FASB ASC 740-10 (Fin48) Refund

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or -) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	\$ (0.12)
Rate C – Commercial Sales	\$ (0.41)
Rate I – Industrial Sales	\$ (8.68)
Rate T – Transportation	\$ (8.68)

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	TAX – TAX ADJUSTMENT	
APPLICABLE TO:	Entire Division as Set Forth Below	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	PAGE:

Application

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T, except for exempt State Agency Customers, to the extent of state gross receipts taxes only.

1. State Gross Receipts Taxes

Applicability - Entire Division except for Unincorporated Areas

Each monthly bill shall be adjusted for Miscellaneous state gross receipts taxes imposed by Sections 182-021 - 182-025 of the Texas Tax Code.

Entire Division

Each monthly bill shall also be adjusted by an amount equivalent to the amount of all applicable taxes and any other governmental impositions, rentals, fees, or charges (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed upon or allocated to Company with respect to the Gas Service provided to Customer by Company, and any associated facilities involved in the performance of such Gas Service. Each monthly bill shall also be adjusted by an amount equivalent to the proportionate part of any increase or decrease of any tax and any other governmental imposition, rental, fee, or charge (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed subsequent to the effective date of this tariff, upon or allocated to Company's operations, by any new or amended law, ordinance, or contract.

2. Federal or State Tax Law or Rate Changes:

Applicability – All Customers in the Mid-Tex Division (“MTX”) Under the RRM Tariff

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T.

To ensure that gas utility customers receive the benefits or costs associated with the changes in tax rates at a federal or state level, MTX shall establish and accrue on its books and records, as of the effective date of the federal or state tax law or rate change: 1) regulatory liabilities to reflect the impact of a decrease in federal corporate income tax rates or state margin tax rates; or, 2) regulatory assets to reflect the impact of an increase in federal corporate income tax rates or state margin tax rates.

The gas utility may not change rates to give effect to a change in Federal or State Tax law or rates through the Rider TAX unless and until the city issues final authorization, an Accounting Order, or other express guidance authorizing such recovery through the RRM process.

Company may also not change rates to capture the impacts associated with the effects of Public Law 117-169, 136 STAT. 1818 of August 16, 2022 (“Tax Act 2022”) and certain other tax-related costs that will change from the amounts included in the most recent base revenue requirement established through an RRM filing unless and until the city issues a final authorization, an Accounting Order, or other express guidance authorizing such recovery.

Upon receipt of authorization from the city through an Accounting Order, final authorization or other express guidance, the calculation applicable to the aforementioned federal or state tax rate or law changes are as follows; however, to the extent there is a conflict between the calculation or methodology

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	TAX – TAX ADJUSTMENT	
APPLICABLE TO:	Entire Division as Set Forth Below	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	PAGE:

prescribed by an Accounting Order, final authorization, or other express guidance, and those contained in this rate schedule, the Accounting Order, final authorization, or other express guidance controls:

Calculations

1. With regard to changes in the tax rates at a federal or state level, the increase or decrease shall be calculated as follows:
 - a. A portion of the gas utility's revenue representing the difference between: 1) the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding, and 2) the cost of service that would have resulted had the rates been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change;
 - b. If applicable, the portion of the gas utility's revenue representing the difference between: 1) each Interim Rate Adjustment surcharge approved by the regulatory authority since the gas utility's most recent statement of intent or other rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the surcharges been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change; and
 - c. The excess or deficient deferred tax reserve, including any associated gross up in taxes, caused by the reduction or increase in the federal corporate income tax rate or state related tax increases, as of the effective date of the change.

Upon the receipt of authorization from the Commission or applicable regulatory authority, the gas utility shall separately refund to customers based on a decrease in federal or state tax rates or separately collect from customers based on an increase in federal or state tax rates within twelve (12) months or, pursuant to applicable Internal Revenue Code ("IRC") rules and regulations, as follows:

- d. The amount collected/refunded by the gas utility that reflects the difference in base rates between: 1) the cost of service approved by the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
- e. If applicable, the amount collected/refunded by the gas utility that reflects the difference between: 1) each Interim Rate Adjustment surcharge approved by the Commission or the regulatory authority since the gas utility's most recent statement of intent rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
- f. The amount collected/refunded by the gas utility that reflects the difference in the excess or deficient deferred tax reserve included in base rates between: 1) the cost of service approved by the Commission or the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes. These amounts shall be refunded or collected from customers based upon IRC rules and regulations if applicable.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	TAX – TAX ADJUSTMENT	
APPLICABLE TO:	Entire Division as Set Forth Below	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	PAGE:

2. With regard to the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement established through an RRM filing, any change in rates shall be calculated as follows:

- (a) The amount shall be calculated as the product of Company's grossed-up rate of return authorized in the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding times the Corporate Alternative Minimum Tax deferred tax asset ("CAMT DTA") estimated at September 30 of the fiscal year or applicable quarter-end within a fiscal year prior to the annual change in the rates pursuant to this tariff, less the income tax credits received in accordance with IRC requirements applicable to the Tax Act 2022 grossed-up for income taxes to a revenue equivalent.
- (b) The estimated CAMT DTA and the related effects on the rider revenue requirements shall be trued up to the actual effects in the following year and the over/under recovery amortized over the twelve months that each year's recalculated tariff rates are in effect. The over/under recovery shall include a grossed-up rate of return as authorized in Company's most recent statement of intent or other rate proceeding.
- (c) The methodology for computing Company's CAMT is as follows:
 - i. Confirm when Atmos Energy Corporation and its affiliates are subject to CAMT as an "applicable corporation" as defined the Tax Act 2022, then there will be MTX's CAMT DTA in the tariff.
 - ii. Calculate the Mid-Tex Division's (MTX) contribution to Adjusted Financial Statement Income ("AFSI") on a stand-alone basis. MTX's AFSI is calculated by adjusting MTX's applicable financial statement income by adjustments to depreciation, pension costs and federal income tax to arrive at AFSI. AFSI is intended to be computed consistent with applicable IRC requirements.
 - iii. Compare MTX's CAMT stand-alone amount with MTX's regular stand-alone tax liability. If the stand alone CAMT is in excess of the stand-alone regular tax, the CAMT DTA is recorded to MTX.

If the Internal Revenue Service issues new guidance related to the Tax Act 2022, Company shall have the right to make additional filings to recognize such adjustments.

Any Commission filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change with the Commission's Oversight and Safety Division or as part of a Statement of Intent.

Any city filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change and addressed to the city official at the address of record with the Mid-Tex Division.

With the exception of the authorization required from the Commission to allow the gas utility to recognize the new federal income tax rate (increase or decrease) or state taxes (increase or decrease) or the impacts associated with the effects of the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement in the last approved RRM Tariff filing, no action on the part of the regulatory authority is required to give effect to the amount to be refunded or

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	TAX – TAX ADJUSTMENT	
APPLICABLE TO:	Entire Division as Set Forth Below	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	PAGE:

collected from customers. However, any amount refunded or collected from customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding, and if applicable, the gas utility shall be required to reconcile any discrepancies.

Regulatory orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007). Rate changes subject to the provisions of this tariff may be implemented upon the filing of an appeal to the relevant authority.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.61	0.1476	91.65	0.7406
Austin	8.19	0.1394	183.99	1.1581
Dallas	12.74	0.2017	193.53	1.1001
Waco	9.23	0.1277	148.26	0.7631
Wichita Falls	10.43	0.1387	122.94	0.7038

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at www.atmosenergy.com/MTXtariffs, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2024**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2025 Willis Towers Watson Report as adjusted	\$ 572,372	\$ (649,253)	\$ 882,931	\$ (3,920,499)	\$ 65,943	
2	Allocation Factor	46.27%	46.27%	84.14%	84.14%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 264,856	\$ (300,432)	\$ 742,888	\$ (3,298,664)	\$ 65,943	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 264,856	\$ (300,432)	\$ 742,888	\$ (3,298,664)	\$ 65,943	\$ (2,525,408)
6							
7	O&M Expense Factor	76.41%	76.41%	39.54%	39.54%	10.97%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	\$ 202,374		\$ 293,727			\$ 496,101
11	Total Post-Employment Benefit Plan		\$ (229,557)		\$ (1,304,242)		(1,533,799)
12	Total Supplemental Executive Benefit Plan					\$ 7,231	7,231
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 202,374	\$ (229,557)	\$ 293,727	\$ (1,304,242)	\$ 7,231	\$ (1,030,467)

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Rate R @ 42.1 Ccf							
2	Base Rates:							
3	Customer Charge		\$ 22.95	\$ 23.65	\$ 22.95	\$ 23.65	\$ 0.70	
4	Consumption Charge (Ccf)	42.1	\$ 0.58974	\$ 0.74748	24.80	31.44	6.64	
5	Total Base Rates				\$ 47.75	\$ 55.09	\$ 7.34	15.37%
6								
7	Gas Cost:							
8	Rider GCR Part A (Ccf)	42.1	\$ 0.20875	\$ 0.20875	\$ 8.78	\$ 8.78	\$ -	
9	Rider GCR Part B (Ccf)	42.1	\$ 0.53838	\$ 0.53838	22.64	22.64	-	
10	Total Gas Cost				\$ 31.42	\$ 31.42	\$ -	0.00%
11								
12	Total Base with Gas Cost				\$ 79.17	\$ 86.51	\$ 7.34	
13	Rider FF & Rider TAX		0.06725	0.06725	5.32	5.82	0.49	9.27%
14								
15	Total Residential Average Bill				\$ 84.49	\$ 92.33	\$ 7.83	9.27%
16								
17	Rate C @ 367.6 Ccf							
18	Base Rates:							
19	Customer Charge		\$ 81.75	\$ 94.00	\$ 81.75	\$ 94.00	\$ 12.25	
20	Consumption Charge (Ccf)	367.6	\$ 0.19033	\$ 0.22261	69.97	81.83	11.86	
21	Total Base Rates				\$ 151.72	\$ 175.83	\$ 24.11	15.89%
22								
23	Gas Cost:							
24	Rider GCR Part A	367.6	\$ 0.20875	\$ 0.20875	\$ 76.74	\$ 76.74	\$ -	
25	Rider GCR Part B	367.6	\$ 0.37860	\$ 0.37860	139.18	139.18	-	
26	Total Gas Cost				\$ 215.92	\$ 215.92	\$ -	0.00%
27								
28	Total Base with Gas Cost				\$ 367.64	\$ 391.75	\$ 24.11	
29	Rider FF & Rider TAX		0.06725	0.06725	24.72	26.35	1.62	6.56%
30								
31	Total Commercial Average Bill				\$ 392.36	\$ 418.10	\$ 25.73	6.56%
32								

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
33	<u>Rate I at 1277 MMBTU</u>							
34	Base Rates:							
35	Customer Charge		\$1,587.75	\$ 1,848.75	\$ 1,587.75	\$ 1,848.75	\$ 261.00	
36	Block 1 - Consumption Charge (MMBtu)	1,277	\$ 0.6553	\$ 0.7678	836.99	980.69	143.69	
37	Block 2 - Consumption Charge (MMBtu)	-	\$ 0.4799	\$ 0.5623	-	-	-	
38	Block 3 - Consumption Charge (MMBtu)	-	\$ 0.1029	\$ 0.1206	-	-	-	
39	Total Base Rates	<u>1,277</u>			<u>\$ 2,424.74</u>	<u>\$ 2,829.44</u>	<u>\$ 404.69</u>	16.69%
40								
41	Gas Cost:							
42	Rider GCR Part A (MMBtu)	1,277	\$ 2.07711	\$ 2.07711	\$ 2,653.03	\$ 2,653.03	\$ -	
43	Rider GCR Part B (MMBtu)	1,277	\$ 0.88986	\$ 0.88986	1,136.59	1,136.59	-	
44	Total Gas Cost				<u>\$ 3,789.63</u>	<u>\$ 3,789.63</u>	<u>\$ -</u>	0.00%
45								
46	Total Base with Gas Cost				\$ 6,214.37	\$ 6,619.07	\$ 404.69	
47	Rider FF and Rider TAX		0.06725	0.06725	417.92	445.14	27.22	6.51%
48								
49	Total Industrial Average Bill				<u>\$ 6,632.29</u>	<u>\$ 7,064.20</u>	<u>\$ 431.91</u>	6.51%
50								
51	<u>Rate T at 4534 MMBTU</u>							
52	Base Rates:							
53	Customer Charge		\$1,587.75	\$ 1,848.75	\$ 1,587.75	\$ 1,848.75	\$ 261.00	
54	Block 1 - Consumption Charge (MMBtu)	1,500	\$ 0.6553	\$ 0.7678	982.95	1,151.70	168.75	
55	Block 2 - Consumption Charge (MMBtu)	3,034	\$ 0.4799	\$ 0.5623	1,456.19	1,706.22	250.03	
56	Block 3 - Consumption Charge (MMBtu)	-	\$ 0.1029	\$ 0.1206	-	-	-	
57	Total Base Rates	<u>4,534</u>			<u>\$ 4,026.89</u>	<u>\$ 4,706.67</u>	<u>\$ 679.78</u>	16.88%
58								
59	Gas Cost:							
60	Rider GCR Part B (MMBtu)	4,534	\$ 0.88986	\$ 0.88986	\$ 4,034.96	\$ 4,034.96	\$ -	
61	Total Gas Cost				<u>\$ 4,034.96</u>	<u>\$ 4,034.96</u>	<u>\$ -</u>	0.00%
62								
63	Total Base with Gas Cost				\$ 8,061.85	\$ 8,741.63	\$ 679.78	
64	Rider FF and Rider TAX		0.06725	0.06725	542.17	587.88	45.72	8.43%
65								
66	Total Transportation Average Bill				<u>\$ 8,604.01</u>	<u>\$ 9,329.51</u>	<u>\$ 725.50</u>	8.43%

September 11, 2025
Item No. 7.5.
Library ILA

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an Interlocal Agreement with the City of Bryan for the management of the Larry J. Ringer Library.

Relationship to Strategic Goals:

Good Governance

Core Services and Infrastructure

Recommendation(s): Staff recommends approval. The Bryan City Council considered the ILA at their September 9th, 2025 meeting.

Summary: This item is a renewal of the interlocal agreement (ILA) between the cities of College Station and Bryan authorizing the City of Bryan to manage and operate College Station's Larry J. Ringer Library as a part of the combined Bryan + College Station Library System.

Budget & Financial Summary:

Attachments:

1. ILA BCS Library System 2025

**INTERLOCAL AGREEMENT
BETWEEN BRYAN AND COLLEGE
STATION FOR A LIBRARY SYSTEM**

This INTERLOCAL Agreement is entered into by and between the City of College Station (hereinafter referred to as “COLLEGE STATION”) and the City of Bryan (hereinafter referred to as “BRYAN”) and shall be effective on the 1st day of October 2025.

RECITALS

WHEREAS, BRYAN and COLLEGE STATION are home rule municipalities as defined by the Texas Local Government Code; and

WHEREAS, BRYAN and COLLEGE STATION are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental functions and

WHEREAS, by voter approval of a referendum on the 25th day of March, 1995, COLLEGE STATION expanded library services and constructed its own library facility, hereinafter referred to as the Larry J. Ringer Library, within its city limits; and

WHEREAS, BRYAN has operated a community library since 1903 and has received accreditation by the Texas State Library; and

WHEREAS BRYAN has the expertise to manage a library system that is accredited by the Texas State Library; and

WHEREAS, BRYAN and COLLEGE STATION previously partnered together by mutual agreement for a combined Library System which has included libraries located in both municipalities; and

WHEREAS, BRYAN and COLLEGE STATION desire to continue such a shared program, as being in the best interests of providing a cost effective service to their shared communities.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the entities agree as follows:

ARTICLE I. PREMISES

- 1.01. COLLEGE STATION shall lease, own or otherwise provide premises to BRYAN suitable for use as a library. Currently these premises are located at 1818 Harvey Mitchell Pkwy. S., College Station, TX 77845 and shall sometimes herein be referred to as the Premises or the Larry J. Ringer Library. The Premises shall, at a minimum, include 26,355 square feet of heated/air conditioned floor space. Said Premises shall be located within the city limits of COLLEGE STATION as provided by the terms of this Agreement.
- 1.02. If COLLEGE STATION requires the relocation or expansion of the Premises, COLLEGE STATION shall pay the cost of same.
- 1.03. Except as may be expressly set forth herein, COLLEGE STATION shall be responsible for

maintenance, repairs, and expansion of the grounds and the structures on the Premises. COLLEGE STATION shall maintain a network connection to Larry J. Ringer Library to monitor the HVAC system.

- 1.04. BRYAN shall be responsible for the routine janitorial service of the interior of the Larry J. Ringer Library building and any other buildings over which it has control.
- 1.05. BRYAN shall promptly notify COLLEGE STATION in the event any grounds or structural defect or flaw is discovered on the premises.

ARTICLE II. MANAGEMENT AND STAFFING

- 2.01. BRYAN shall be responsible for providing College Station Library Services. COLLEGE STATION shall pay for these services as set forth in this Agreement, including Exhibits "A" and "B", which are attached hereto and incorporated by reference herein.
- 2.02. A Library System Director shall be engaged by BRYAN whose responsibilities include overseeing the provision of College Station Library Services. All employees, contractors, agents, and volunteers engaged in providing College Station Library Services on the Premises or elsewhere shall be considered those of BRYAN, and such people shall provide services under the supervision and direction of the Library System Director.
- 2.03. Upon termination of this Agreement, BRYAN's employees in good standing located at the Larry J. Ringer Library may elect to apply for employment with BRYAN, if positions are available. In any event, the said employees may apply for employment as library employees with COLLEGE STATION. Upon transfer of employment to COLLEGE STATION, COLLEGE STATION shall provide to its library employees the same benefits as provided to other COLLEGE STATION employees. COLLEGE STATION shall waive any waiting period for any and all benefits, unless otherwise required by law.

ARTICLE III. BOOKS AND OTHER MATERIALS

- 3.01. The Library System Director shall be responsible for the purchase of materials for the Larry J. Ringer Library. The College Station City Manager or his designee shall be given access, upon request, to review and approve lists of any and all library materials selected and purchased for circulation at the Larry J. Ringer Library.
- 3.02. All books and other materials related to providing College Station Library Services, including but not restricted to DVDs, audio books and periodicals and any other physical and electronic assets purchased with the Larry J. Ringer Library budgeted funds shall belong to and remain the property of COLLEGE STATION. BRYAN shall account for all materials that are the property of COLLEGE STATION. For purposes of this Agreement, "materials" means books and other materials recited above as well as any and all online subscriptions and electronically available data bases, the Internet, intranet and similar services made available to patrons of the Larry J. Ringer Library.
- 3.03. BRYAN shall exercise the same degree of care in the keeping, preservation, and maintenance of materials and other physical assets on the Premises as it exercises in the keeping, maintenance, and preservation of its own public library property.

- 3.04. BRYAN shall ensure that The Larry J. Ringer Library will maintain a materials collection that is typical for a library of its size serving a family and college-oriented community like COLLEGE STATION for use by the general public.

ARTICLE IV. PROGRAMS AND OTHER SERVICES

- 4.01. BRYAN agrees to provide College Station Library Services as set forth in this Agreement. This includes providing, managing and paying personnel necessary to operate the Larry J. Ringer Library; maintaining regular hours of business; purchasing materials and electronic subscriptions or rights of access to various data bases for the library, managing the borrowing or accessing of materials; tracking when materials are accessed, checked out, returned, paid for, fines paid and revenue received; operational budgeting; paying invoices associated with library activity; maintaining software related to the provision of library functions; and any and all other library services typical to the overall functioning of the Premises as a public library unless expressly provided for otherwise pursuant to the terms of this Agreement. The term College Station Library Services shall also include a portion of the salaries and benefits for the Library System Director as well as a pro rata share of indirect costs as set forth in Exhibit "B" attached hereto and incorporated herein by reference.
- 4.02. BRYAN operates one or more libraries outside of the city limits of COLLEGE STATION. Collectively the libraries operated by BRYAN on the Premises and elsewhere throughout the community at large shall be referred to as the Bryan + College Station Public Library System (the "System"). This includes operation of the Twin City Inter-Library Loan Program under the direction of Library System Director. The Twin City Inter-Library Loan Program is the van delivery service that transfers library materials between the Larry J. Ringer Library and other libraries within the System. This loan program is included in the College Station Library Services to be provided by BRYAN to the Premises and the program costs are shared equally (50/50) among the parties. Program costs shall include vehicle replacement, maintenance, fuel, and staff time and will be reconciled at the end of each fiscal year, as provided in paragraph 7.02 and Exhibit "A". All City of Bryan employees who drive vehicles for the Twin City Inter-Library Loan Program shall be in compliance with the City of Bryan's driver safety program as outlined in the City of Bryan Employee Handbook.
- 4.03. College Station Library Services to be performed by BRYAN includes providing Information Technology Services, which means the services necessary for library operations, including the necessary hardware and software, telephones, computers, and network communications equipment related to same. BRYAN will provide the housing, operation, upgrade and maintenance of the main computer system used by the Bryan + College Station Public Library System to check in and out items, track book collections, and other collections, etc. BRYAN will perform system back-ups, generate overdue notices and other reports as necessary. Significant upgrades and replacement of the main computer system and any other shared information technology may occur only with mutual agreement of both Cities.
- 4.04. Except as otherwise provided in this Agreement, BRYAN shall purchase and maintain all hardware and software required for the workstations in use at the Larry J. Ringer Library. During the term of this Agreement, Technology equipment, including but not limited to, the workstations, the hardware, and software purchased by Bryan for use at the Larry J. Ringer Library shall become the property of BRYAN, unless the Parties agree otherwise in writing. Upon termination of this Agreement, ownership of any technology equipment at the Larry J. Ringer Library that was not purchased by BRYAN pursuant to this Agreement shall be returned to COLLEGE STATION.

Additional and replacement technology equipment necessary for full library operations shall be purchased by BRYAN and will remain the property of BRYAN upon termination of this agreement, unless the Parties agree otherwise in writing.

- 4.05. BRYAN agrees to maintain a secure network tunnel related to the Premises use as a public library between the two entities for the purpose of maintaining interoperability and carrying out the obligations of each party as set forth in this Agreement.
- 4.06. COLLEGE STATION agrees to maintain a secure network tunnel to the Premises, as a city building, for the purposes of maintaining electronic access to the heating, ventilation, and air conditioning ("HVAC") equipment

ARTICLE V. HOURS OF OPERATION

- 5.01. The Bryan + College Station Public Library System shall maintain operating hours as the parties shall mutually agree upon on an annual basis, subject to annual budget appropriations.

ARTICLE VI. INSURANCE AND LIABILITY

- 6.01. COLLEGE STATION shall maintain insurance on the Premises for the Larry J. Ringer Library, including the structures, as well as insurance for personal injury or property damage as it requires for other municipal property. COLLEGE STATION will maintain liability insurance on all vehicles owned by it used to fulfill its obligations hereunder, including property damage and bodily injury.
- 6.02. BRYAN shall maintain workers compensation coverage for its employees on the Premises and shall carry such other liability insurance coverage for its employees, contractors, volunteers and agents engaged in providing services pursuant to this Agreement as it would for its other libraries within the System.
- 6.03. The parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the terms of this Agreement, as permitted by law.
- 6.04. The insurance benefits provided by BRYAN to the employees retained under the terms of this Agreement shall be the same as provided to all other BRYAN employees.
- 6.05. BRYAN shall, to the extent permitted by law, indemnify, and hold COLLEGE STATION harmless from any liability incurred from the hiring, employment or termination of any employee under this Agreement, and its use of any contractor, agent or volunteer in providing College Station Library Services.

ARTICLE VII. FINANCIAL

- 7.01. COLLEGE STATION and BRYAN agree to abide by and share in the development and implementation of a budget for the Premises as set forth herein. The budget shall include at a

minimum the cost of College Station Library Services to be performed by BRYAN, the cost of janitorial services, the cost of maintaining and purchasing library materials, building and premises maintenance and operation, and any and all other miscellaneous costs as may be required or desired by COLLEGE STATION related to the upkeep and improvement of the Premises. Said costs shall collectively be referred to as the College Station Library Costs. COLLEGE STATION is responsible for paying the College Station Library Costs as set forth herein.

- 7.02. By May 31st of each year, BRYAN shall submit to COLLEGE STATION its projected costs in providing College Station Library Services and janitorial services. The projected costs in providing such services shall be provided by BRYAN to COLLEGE STATION in such reasonable detail as COLLEGE STATION may require. COLLEGE STATION shall prepare a complete budget for the College Station Library Costs which shall include the projected costs of College Station Library Services and janitorial services to be provided by BRYAN. Such budget shall be a part of the COLLEGE STATION general budget and shall include all costs necessary to operate the Premises in a professional manner, including those expenditures associated with operating the library.
- 7.03. Both parties agree that the proposed budget for College Station Library Services shall be duly approved by the governing body for each. Both parties will advise the other as to the approved annual budget as promptly as possible. It is understood by the parties that the approval of the budget is a legislative function.
- 7.04. Total Bryan + College Station Library System revenues will be allocated to each City respectively based upon the ratio of the present number of each City's materials to the total number of materials in the Bryan + College Station Public Library System. Restricted gift revenue, endowments and other financial resources not generated as revenue from the provision of library services will be excluded from this calculation. At the end of each budget cycle actual expenditures shall be offset by credits pursuant to the formula as set forth in Exhibit "A."
- 7.05. At the time the proposed costs for College Station Library Services and janitorial services is submitted by BRYAN as described in this article, the BRYAN City Manager or his representative shall include a cover letter indicating what amounts, if any, remain unspent or unencumbered or how much is still owed for which there is an insufficient budgeted amount from the College Station Library Services and janitorial services line items that were adopted as part of the budget for the College Station Library Costs for the most recently closed fiscal year. Said funds shall be applied as an adjustment to or against the next fiscal year's College Station Library Services, as the case may be.
- 7.06. In the event this Agreement is terminated, all unspent or unencumbered funds and all remaining revenue allocations shall be promptly remitted to COLLEGE STATION.
- 7.07. The computation of the actual amount to be paid by COLLEGE STATION to BRYAN each fiscal year shall be as described in Exhibit "A".
- 7.08. No budgetary transfer of funds involving capital accounts shall be made without the approval of the COLLEGE STATION City Manager or his representative.
- 7.09. Each Party paying for the performance of governmental functions or services must make those payments from current revenue available to the paying Party.

ARTICLE VIII. MANNER OF PAYMENT

- 8.01. COLLEGE STATION agrees to pay BRYAN as set forth herein. COLLEGE STATION shall pay BRYAN the amount it owes for the current fiscal year pursuant to the terms of this Agreement, including Exhibit "A" and Exhibit "B" for services to be performed by BRYAN in twelve (12) equal monthly installments due on the first day of each month.
- 8.02. In addition to the consideration paid herein, COLLEGE STATION shall make available to BRYAN a monetary amount to be determined annually by COLLEGE STATION through the budget appropriation process in consultation with the Library System Director, to be used by BRYAN for the purchase of Larry J. Ringer Library materials.

ARTICLE IX. REPORTING AND ACCOUNTING

- 9.01. Within twenty (20) calendar days of the end of the previous quarter, BRYAN shall send to the COLLEGE STATION City Manager or his representative a quarterly expense budget report and account activity report.
- 9.02. BRYAN shall promptly submit all invoices relating to expenditures from any COLLEGE STATION purchase orders provided by COLLEGE STATION to BRYAN for the purchase of library materials.
- 9.03. Promptly after the close of the BRYAN fiscal year, BRYAN shall furnish to COLLEGE STATION, in such reasonable detail as COLLEGE STATION may require, an accounting of the expenditures made and revenues generated hereunder as well as any credits remaining.
- 9.04. The COLLEGE STATION City Manager or his representative shall conduct at minimum an annual review of the Larry J. Ringer Library with the Library System Director.. The annual review shall include, but is not limited to, library key performance indicators, library goals, library operation changes, and renewal of this Agreement. Key Performance Indicators will be reported quarterly at minimum to the COLLEGE STATION City Manager or his representative.

ARTICLE X. ADVISORY BOARD

- 10.01. A Bryan + College Station Public Library System Advisory Board was established January 1, 1998. The Advisory Board is comprised of eight (8) members serving two-year terms with each respective City appointing four (4) members. To provide for continuity within the Advisory Board, the term of two (2) Board members appointed by each City shall expire annually.
- 10.02. The duties of the Bryan + College Station Public Library System Advisory Board will be to encourage the development of the Bryan + College Station Public Library System; recommend to the City Councils of the parties policies and programs for the advancement of the Bryan + College Station Public Library System; cooperate with all other public and private groups in advancing the best interest of the Bryan + College Station Library System; and render to the City Councils all recommendations it considers advisable regarding the Bryan + College Station Public Library System.
- 10.03. Any questions regarding permissible COLLEGE STATION facility or property use by third parties which is unrelated to library usage will be directed to the COLLEGE STATION City Attorney's Office.

ARTICLE XI. TERM

- 11.01. The initial Agreement term is one (1) year. The Agreement automatically renews annually for two additional (1) year terms for three (3) total years. The Agreement is effective from October 1st of each year until September 30th of the following year (annual fiscal year). The Amended Agreement will expire September 30, 2028, unless otherwise renewed. The obligations of the parties to this Agreement are subject to the annual budget appropriation for each City.
- 11.02. Either party may terminate this Agreement by written notice sent not less than six (6) months before the annual expiration date.
- 11.03. This Agreement is the entire Agreement of the parties and may be changed or amended only by written agreement of both parties.
- 11.04. In the event of termination of this Agreement, COLLEGE STATION and BRYAN shall return to the other entity any of the other's personal property, and BRYAN shall reimburse COLLEGE STATION its pro rata share of any prepaid subscriptions or services. Notwithstanding the foregoing, all library materials purchased for the Premises pursuant to this Agreement shall be the property of COLLEGE STATION.

ARTICLE XII. MISCELLANEOUS PROVISIONS

- 12.01. 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.
- 12.02. The terms and conditions of this Agreement may be amended upon the mutual written consent of both parties. Mutual consent will be demonstrated by the approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
- 12.03. This Agreement is governed in accordance with the laws of the State of Texas. Venue shall be in Brazos County, Texas.
- 12.04. Except as otherwise provided below, this Agreement may not be assigned by either party hereto without the prior written consent of the non-assigning party.
- 12.05. Notice which shall or may be given in accordance with the terms of this Agreement, shall be in writing and shall be hand delivered by expedited delivery service with proof of delivery, sent by United States mail, registered or certified, adequate postage prepaid, return receipt requested, or by email, addressed to the following Parties:

City of College Station: City of College Station
City Manager's Office

P.O. Box 9960
110 Texas Avenue South
College Station, TX 77842-9960
Telephone: (979) 764-3510
Email: cmo@cstx.gov

City of Bryan:

City of Bryan
City Manager's Office
300 South Texas Avenue
Bryan, Texas 77805
Telephone: (979) 209-5106
Email: executiveservicesweb@bryantx.gov

(The remainder of this page intentionally left blank.)

CITY OF COLLEGE STATION

Mayor

Date

ATTEST:

City Secretary

Date

APPROVED:

City Manager

Date

City Attorney

Date

Assistant City Manager/CFO

Date

CITY OF BRYAN

Mayor

Date

ATTEST:

City Secretary

Date

APPROVED AS TO FORM

City Attorney

Date

Exhibit “A”

Payment Formula: $P = CB + I + BV - R - IL$

P = Total amount COLLEGE STATION will pay BRYAN in upcoming fiscal year.

CB = Current fiscal year COLLEGE STATION Library Services and janitorial services for Larry J. Ringer Library to be provided for by BRYAN.

I = Estimated BRYAN Indirect Costs for Larry J. Ringer Library in upcoming fiscal year as calculated per Exhibit “B”.

BV = Prior fiscal year COLLEGE STATION Library Services variance for Larry J. Ringer Library.

R = Prior year Larry J. Ringer Library revenue.

IL = Payment due from BRYAN to COLLEGE STATION for 50% of costs associated with the O&M costs for Twin City Inter-Library Loan Program.

Exhibit “B”
INDIRECT COSTS

1. Executive Services
2. Communications & Marketing
3. Internal Audit
4. Finance
5. Budget
6. Purchasing
7. Information Technology
8. Human Resources

*COLLEGE STATION’s share of the above indirect costs are based on a study conducted regularly from an independent firm.

September 11, 2025

Item No. 7.6.

Electric Line Design and Work Order Software Replacement

Sponsor: Glenn Gavit

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on a contract with Milsoft Utility Solutions, Inc for Electric Line Design/Staking and a Work Order Software System to replace the existing software systems in the one-time amount of \$301,000 and an annual recurring cost of \$111,300.

Relationship to Strategic Goals:

Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends approval an Agreement With Milsoft Utility Solutions, Inc for Line Design/Staking and a Work Order Software System in the one-time amount of \$301,000.00 and an annual recurring cost of \$111,300.

Summary: RFP 25-062 was opened on May 27, 2025. Three proposals were received and thoroughly reviewed by Electric and IT staff, in coordination with Power Systems Engineering consulting firm. The evaluation and demonstrations focused on software functionality and compliance with the requirements of the City of College Station. The proposed software will replace Electric's current line design and work order systems and will provide improved integration with existing platforms. This integration will enhance the accuracy of electric system mapping and modeling. The new system will enable field staff to utilize a mobile application to access maps, review project documents, and update workflow processes in real time. In addition, the work order software will increase operational efficiency, improve workflow management, and ensure that projects are capitalized with greater accuracy and timeliness.

Budget & Financial Summary: Funds are available in the FY26 Electric capital budget.

Attachments:

1. RFP 25-062 Evaluation & Bid Tab
2. 25300681--LKP (CC 9.11.25)

REQUEST FOR PROPOSALS
RFP NO. 25-062
Design and Staking Software Implementation
Open: June 11, 2025 @ 2:00 p.m.

COMBINED RANKINGS

Evaluator	GeoDigital	Milsoft	SBS Parent
Evaluator 1	2	1	3
Evaluator 2	2	1	3
Evaluator 3	2	1	3
Evaluator 4	2	1	3
*COMBINED RANKINGS	8	4	12
RANKING	2	1	3
TOTAL DOLLAR AMOUNT	\$544,600	\$301,000.00	\$1,501,250.00
Maintenance Service Contracts	\$86,400.00		\$548,402.66

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300681 PROJECT #: EL30000670 BID/RFP/RFO#: 25-062

Project Name / Contract Description: Design/Staking and Work Order Software Implementation

Name of Contractor: Milsoft Utility Solutions, Inc.

CONTRACT TOTAL VALUE: \$ 301,000.00

Grant Funded Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

Project # EL30000670-ELGP-MISC

Three Responses were received: Milsoft Utility Solutions, Inc. \$301,000 (87%); GeoDigital \$544,600 (79%); SBS Parent \$1,501,250 (46%)

(If required)*

CRC Approval Date*: _____ Council Approval Date*: 09/11/25 Agenda Item No*: _____

--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

William Glenn Garrit
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

8/19/2025

DATE


ASST CITY MGR – CFO

8/19/2025
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
TECHNOLOGY GENERAL SERVICE CONTRACT**

This Technology General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”) and Milsoft Utility Solutions, Inc. (the “Contractor”), for the following work:
Design and Staking Software Implementation (FieldSyte & iXp) as described in RFP 25-062
as described in the Scope of Services attached as **Exhibit “A”**.

**ARTICLE I
PAYMENT AND TERM**

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor’s Completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed Three Hundred One Thousand and 00 /100 Dollars (\$301,000).

1.02 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.03 City’s Payment and Approval. The City will pay Contractor as shown in **Exhibit “B”** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City’s receipt of the payment application and the City’s approval of the services.

☐ **1.04 Time is of the Essence.** The Contractor must complete all the services described in the Scope of Services by the following dates:
_____.

OR

☒ **1.04 Term.** The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

1.05 Executed Contract. The “Notice to Proceed” will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

**ARTICLE II
CHANGE ORDERS**

2.01 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City

or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

- (a) **City Manager Approval.** When the original Contract amount plus all change orders is \$100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and
- (b) **City Council Approval.** When the original contract amount plus all change orders is greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000. For such contracts, when a change order exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount.
- (c) **Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article I of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.
- (d) **Dispute.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.01 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The Contractor shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the work or services. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work or services. In addition, at the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the work or services required by the Contract or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that

may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

3.02 Subcontractor. The term “subcontractor” shall mean and include only those hired by and having a direct contact with Contractor for performance of work or services on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work or services on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV INSURANCE

4.01 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

4.02 The Contractor’s insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit “C”**.

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

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

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

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

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City’s Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.

- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- (e) The City will not accept “claims made” policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

- (a) General Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

4.07 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance shall include the following terms:

- (a) Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

4.08 Professional Liability requirements. The following Professional Liability requirements shall apply:

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

4.09 Cyber Liability. Minimum limits of 1,000,000 for third party losses. Coverage must include:

- (a) Event Management;
- (b) Unauthorized Access/use;
- (c) Computer Virus;
- (d) Denial of Service Attack;
- (e) Libel, Cyber-libel, Slander, Product Disparagement;
- (f) Violation of Right of Privacy;
- (g) Regulatory Costs;
- (h) Privacy Costs- Privacy Injury and Identity Theft;
- (i) Programming Errors & Omissions Liability;
- (j) Replacement or Restoration of Electronic Data (First Person);

- (k) Extortion Threats;
- (l) Business Income and Extra Expense (to \$1 million);
- (m) Public Relations Expense; and
- (n) Security Breach Expense.

ARTICLE V INDEMNIFICATION AND RELEASE

5.01 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

5.02 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VI GENERAL TERMS

6.01 Performance. Contractor, its employees, associates, or subcontractors shall perform all the work or services described in the Scope of Services in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.02 Termination. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the

Contractor shall cease work immediately. Contractor shall be compensated for the work or services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work or services performed and expenses incurred before the date of termination.

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

6.04 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

6.05 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

6.06 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

6.07 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

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

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

6.11 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or

agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

6.12 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

6.13 Effective Date. This Contract goes into effect when duly approved by all the parties hereto.

6.14 Notice. Any official notice under this Contract will be sent to the following addresses:

CITY OF COLLEGE STATION

MILSOFT UTILITY
SOLUTIONS, INC.

Attn: Jessica Pruitt

Attn: Adam Turner

PO BOX 9960

4400 Buffalo Gap Road

1101 Texas Ave

Suite 5150

College Station, TX 77842

Abilene, TX 79606

jpruitt@cstx.gov

6.15 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

6.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

6.17 Exhibits. All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

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

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;

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

List of Exhibits

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

MILSOFT UTILITY SOLUTIONS, INC.

CITY OF COLLEGE STATION

By: Adam Turner

Printed Name: Adam Turner

Title: President, CEO of Business Operations

Date: 8/19/2025

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Jim Costa

Assistant City Manager/CFO

Date: 8/19/2025

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

Specifications of RFP 25-062 incorporated into this contract by reference.

Contract is for Design and Staking Software as described in RFP 25-062.

SCOPE OF WORK

Overview

College Station Utilities (CSU) is seeking a comprehensive, modern electric utility design software solution that improves workflow efficiency, enhances cross-departmental collaboration, and integrates smoothly with financial and spatial systems. The software must support the utility's evolving needs, offering streamlined communication, accurate design capabilities, and intelligent automation for managing projects and finances.

At the core, CSU is looking to replace outdated processes with a scalable, intuitive system that better reflects their day-to-day operations. They are transitioning away from blanket jobs and toward more accountable, annual capitalized budgets. Their ideal platform will integrate with Tyler's Munis, planning and permitting software, and Milsoft's WindMil, enabling bi-directional communication across platforms. This allows for seamless job tracking, financial updates, and project status visibility.

In addition, the new system must support field data collection and design accuracy. Accurate mobile staking is essential, with strong support for GPS devices such as Trimble or Leica, or flexibility for new hardware if needed. Push notifications and in-app dashboards are preferred over traditional email communications to keep users informed in real-time.

Equally important is the ability to manage complex phased projects and design alternatives under a unified framework. A modern solution must facilitate CAD integration, provide visibility into easement data (considering known inconsistencies in city GIS layers), and help bridge communication gaps—particularly with external accounting services.

Please see the Tab B portion of this RFP for a comprehensive list of functional requirements.

Key Objectives

- Ensure compatibility with Milsoft's WindMil Map for reliable spatial data exports.
- Facilitate job status visibility for stakeholders and support seamless handoff to construction managers.
- Enable streamlined workflows from service request intake to estimate creation, work order issuance, financial close-out, as-builting and spatial data reconciliation.
- Support electric design workflows, structural analysis, and multiple design iterations.

Workflow and Financial Requirements

- Application-led messaging
- Dashboard-based automated notifications (email discouraged)
- Strong task queue management controls
- Direct integration with Munis for budgeting and financials

- Support for over 50 users across multiple roles: Design, Management, GIS, Engineering, T&D, Data Analytics, Operations, Warehouse, Substation and Meters
- Comprehensive training and user documentation

Spatial Data Requirements

- WindMil export functionality with no dropped or altered data elements
- Joint use notification system with push alerts for pole changes
- Accurate mobile staking with reliable data connectivity
- Compatibility with Trimble, Leica, etc. GPS receivers
- Ability to view field accuracy metrics within the software

Design and Staking Software System Needs

Planning and Initial Design

- **Construction Work Plans:**
 - The design software should integrate spatial data and engineering tools to create precise infrastructure designs, route planning, and streamline project execution through spatial analysis and advanced modeling.
- **Strategic Planning:**
 - By providing detailed insights into network capabilities and constraints, the software helps utilities plan for long-term growth and modernization.
 - Supports grid expansion, renewable energy integration, and resilience planning.
- **Operational Planning:**
 - Ensures that short-term construction projects align with operational goals, such as improving reliability indices or reducing energy losses.
 - Facilitates efficient project scheduling and material procurement.
- **Regulatory and Environmental Compliance:**
 - Assists in documenting compliance with standards like NESC, IEEE, or local codes.
 - Incorporates environmental considerations such as wetland avoidance and protected species habitats in planning.
- **Customer and Load Integration:**
 - Analyzes current and forecasted demand to plan for new customer connections or infrastructure upgrades.
 - Integrates distributed energy resources (DERs) like solar and storage into planning efforts.

Full Design

- **Design Initialization:**
 - Initialize new Work Orders as needed for a new design.
- **Multiple Job Versions:**
 - Create different scenarios for one, or multiple, designs.
 - Commitment of the preferred design construction units to WindMil Map.
- **Structural Analysis:**
 - Automatic load calculation based on all attachments, spans, hardware, and environmental factors.
 - Use oCalc or SpidaCalc for initial structural design and analysis.
- **Construction Work Packets:**
 - The creation of detailed electrical layouts, including pole placement, conductor sizing, construction unit allocation, and distribution line routing.
 - Financial estimates of total construction costs including retirements, installations and CIAC (Contribution In Aide of Construction).
 - Bill of Material creation.
- **Design Exports:**
 - Collaborate with external consultants for specialized design tasks.
 - Export capabilities that match industry accepted file formats such as DWG, DXF, PDF, and etc.

Construction and As-Built

- **Data Flow:** Ensure data is posted to WindMil and follow work order and work management flow.
- **Field Data Collection:** Capture data accurately, including GPS and barcode scanning.
- **Construction and As-Built Documentation:** Manage interactions between construction managers and designers, ensuring accurate documentation and device tracking.
- **Post-Construction Workflows:** Follow design and financial workflows, ensuring accurate reconciliation of material and costs and spatial data.
- **Map Correction Requests:** Ability to submit a note to correct base map (electric, planimetric, etc.) information to reflect real-world location or attribution.

IT Considerations

The City's IT department will play a facilitative role in the implementation of this system but does not intend to manage or maintain the application on a day-to-day basis. Therefore, the preferred solution should be designed with minimal internal IT maintenance requirements, offering clear administrative tools and automation features that allow departments outside of City IT to manage users, workflows, and updates independently when feasible.

The utility is open to, and likely prefers, a cloud-based or hybrid cloud architecture. The solution should support scalable hosting, secure remote access, and high availability. While IT will assist with resource allocation, network access, and security posture, the system must be deployable in a manner that limits ongoing dependence on IT for routine software management. Compatibility with enterprise identity management (SSO, MFA) is required.

Training

College Station is looking for a sustainable approach to training that can be utilized for ongoing education of both existing and new staff. Training must be comprehensive and support a wide range of users and administrative roles. The approach should include instruction for day-to-day operation, system administration, and troubleshooting workflows to promote self-sufficiency.

The training strategy should also emphasize documentation and knowledge retention, ensuring continuity even with future staff turnover. Ideally, the solution should offer flexible training formats—such as on-demand modules, instructor-led sessions, and system walkthroughs—suitable for different learning styles and schedules.



City of College Station

Request for Proposal Design and Staking Software Implementation RFP 25-062

Due: June 11, 2025



May 26, 2025

City of College Station
Purchasing Division (3rd Floor)
1101 Texas Ave.
College Station, TX 77840

RE: City of College Station RFP #: 25-062 Design and Staking Software Implementation

Dear Ms. Perez:

We are pleased to submit Milsoft's response and proposal for the City of College Station's RFP referenced above.

Milsoft has carefully reviewed the provided requirements, and we are confident that our FieldSyte™ mobile field operations platform will fully meet—or exceed—your expectations.

Milsoft is a proven utility solution provider with over 30 years of experience and over 1,000 software systems used daily by our customers across the United States and Canada. Our business philosophy sets customer support as a top priority. Our FieldSyte mobile field operations platform will be mission-critical for the City of College Station, and we will be here to provide 24/7/365 live support whenever needed.

For this RFP response, the primary and secondary Milsoft contacts will be as follows:

Kragen Kechely, Regional Account Manager

Office (325) 695-1642, Fax (325) 690-0338

kragen.kechely@milsoft.com

Amanda Cairns, RFP Writer

Office (325) 695-1642, Fax (325) 690-0338

amanda.cairns@milsoft.com

Milsoft appreciates the opportunity to submit this response, and we look forward to your favorable review. We hope to have the pleasure of demonstrating the power and value of our FieldSyte mobile field operations platform, and we look forward to serving as part of the City of College Station's technology team.

Sincerely,

A handwritten signature in blue ink that reads "Adam Turner". The signature is fluid and cursive, with the first name "Adam" and last name "Turner" clearly visible.

Adam Turner

CEO, Business Operations



City of College Station

Design and Staking Software Implementation RFP

Executive Summary

Milsoft Utility Solutions is pleased to present FieldSyte™, our modern staking solution, purpose-built for electric utilities seeking to streamline field design workflows, enhance data accuracy, and accelerate project execution. As a trusted technology partner to over 900 utilities nationwide, Milsoft is excited about the opportunity to support the City of College Station as you evaluate new solutions to improve your field staking and engineering design processes.

Milsoft's FieldSyte extends the power of Milsoft's engineering and operations tools directly to your mobile device. Designed for maximum efficiency in the field—even without network coverage—FieldSyte empowers crews with a comprehensive suite of capabilities. Users can trace and analyze the electrical model, stake and design jobs, manage outage tickets, integrate with AVL and AMI systems, document field meetings, and conduct inspections. With over a dozen optional modules available, FieldSyte is fully customizable to meet your utility's specific needs. The platform is supported on iOS, Windows, and Android devices.

With over 30 years of experience serving the electric utility industry, Milsoft understands the operational demands and regulatory pressures faced by municipal utilities. FieldSyte was built with those needs in mind—combining intuitive workflows, deep system integrations, and unmatched support from a team that knows the utility business inside and out.

Reasons to Invest:

1. **Improved Efficiency:** Field engineering/staking software automates manual processes, streamlines workflows, and reduces paperwork, increasing efficiency in field operations. Integrated GIS and Engineering Workflows.
2. **Enhanced Productivity:** By providing tools for optimized planning, scheduling, and resource allocation, the software helps field engineers/stakers complete tasks more quickly and effectively, improving overall productivity.
3. **Real-time Data Access:** The software enables real-time data collection, analysis, and sharing, allowing field engineers and interested personnel to access up-to-date information instantly. This facilitates faster decision making and reduces delays.
4. **Accuracy and Precision:** Field engineering/staking software ensures accurate measurements, precise calculations, and standardized data capture, reducing errors and enhancing the quality of fieldwork.

5. **Cost Savings:** With improved efficiency, reduced manual work, and optimized resource utilization, investing in field engineering/staking software can result in significant cost savings in labor, time, and operational expenses.

Why Milsoft?

Choosing FieldSyte means selecting a staking platform that grows with your utility and a vendor partner committed to long-term success. With a history of innovation, unmatched industry expertise, and a customer-first approach, Milsoft stands ready to support the City of College Station with a solution that delivers immediate value and lasting impact.

We appreciate the opportunity to earn your trust and become a valuable technology partner for years to come.

Make the next right decision: A decision to partner with Milsoft Utility Solutions!

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Tab A

Qualifications and Experience



City of College Station Design and Staking Software Implementation Milsoft Profile

Company Headquarters

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Abilene, Texas
Telephone: (325) 695-1642
Toll Free: (800) 344-5647
Fax: (325) 690-0338
www.milsoft.com

Contacts

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Telephone: (325) 695-1642
Email: kragen.kechely@milsoft.com

RFP Writer – **Amanda Cairns**
Telephone: (325) 695-1642
Email: amanda.cairns@misloft.com

Company Information

Milsoft Utility Solutions, Inc. is an industry-leading provider of engineering and operations software solutions designed specifically for electric utilities. A privately held company incorporated in 1989, Milsoft maintains offices in Abilene, Texas, and Bowling Green, Missouri.

Milsoft's core business is the development, deployment, and support of electric utility engineering and operations (E&O) software products, interactive voice response (IVR) communication solutions, and mobile workforce tools. With a customer-centric approach and deep focus on the utility sector, Milsoft delivers solutions tailored to meet the unique operational demands of electric utilities in ways unmatched by competing products.

Milsoft provides a comprehensive suite of software solutions, including:

- DisSPatch® Outage Management System
- WindMilMap® GIS
- Milsoft FieldSyte™
- WindMil® Engineering Analysis
- Milsoft Interactive Voice Response System
- Milsoft iXp® Accounting & Billing

Milsoft's staking solution provides robust and flexible tools for electric utility design and construction planning. Integrated with WindMilMap and FieldSyte, Milsoft Staking streamlines field design, ensures data consistency, and enhances decision-making through real-time collaboration between office and field crews.

Milsoft currently serves over 1,100 electric utilities, universities, consulting engineers, and military installations, including:

- 250+ DisSPatch Outage Management Systems
- 210+ WindMilMap GIS systems
- 30+ FieldSyte deployments
- 900+ WindMil Engineering Analysis systems
- 325+ Interactive Voice Response systems

Milsoft's team of over 150 dedicated professionals is committed to delivering industry-leading products and exceptional support services to ensure our customers' long-term success.



City of College Station Design and Staking Software Implementation RFP Staffing Plan/Resumes

Organizational Structure and Responsibilities

The following outlines the staffing plan for the implementation and ongoing support of the project. It details supervisory relationships and functional work areas.

Project Organizational Chart

An organizational chart has been included, illustrating the reporting structure and functional responsibilities.

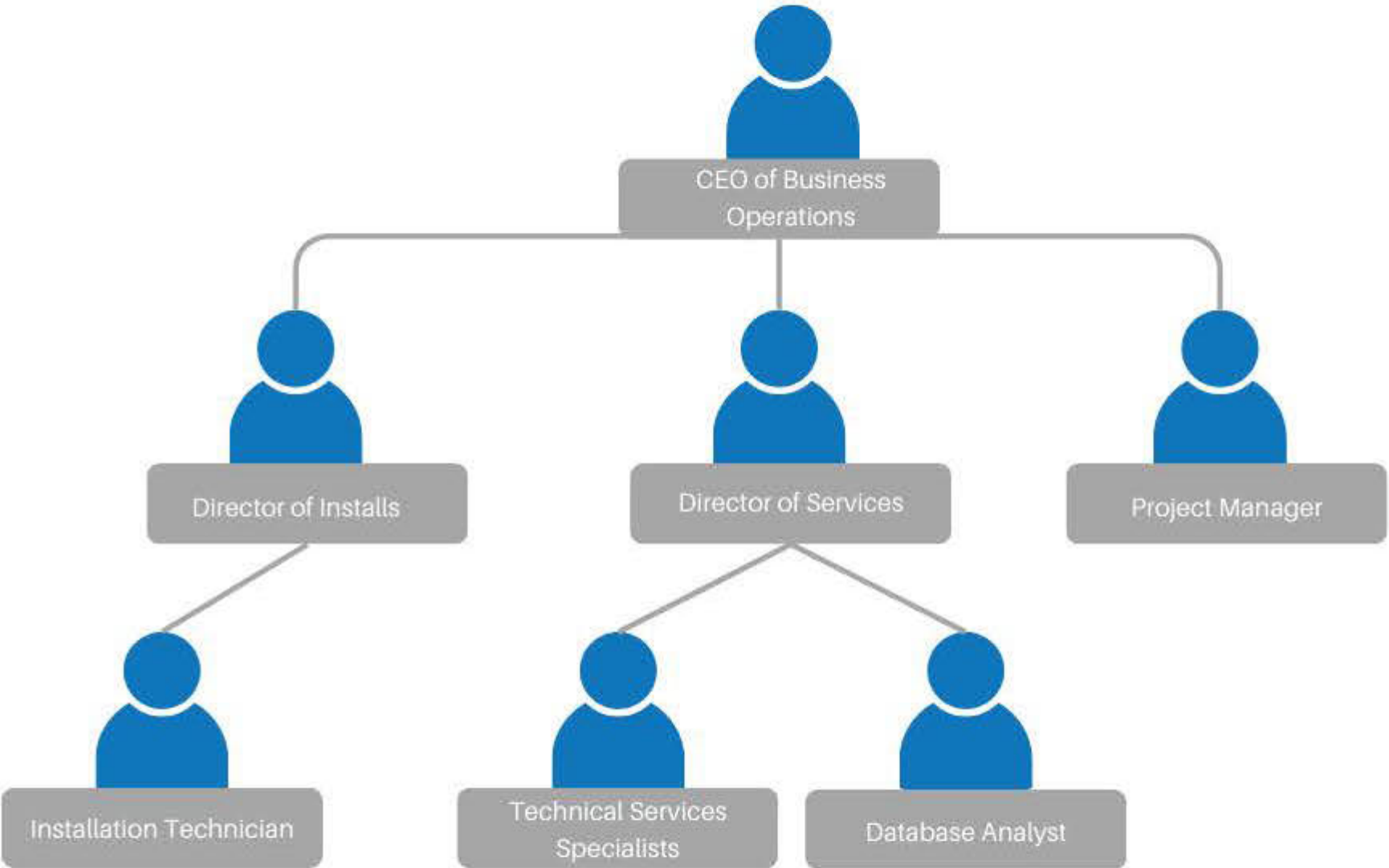
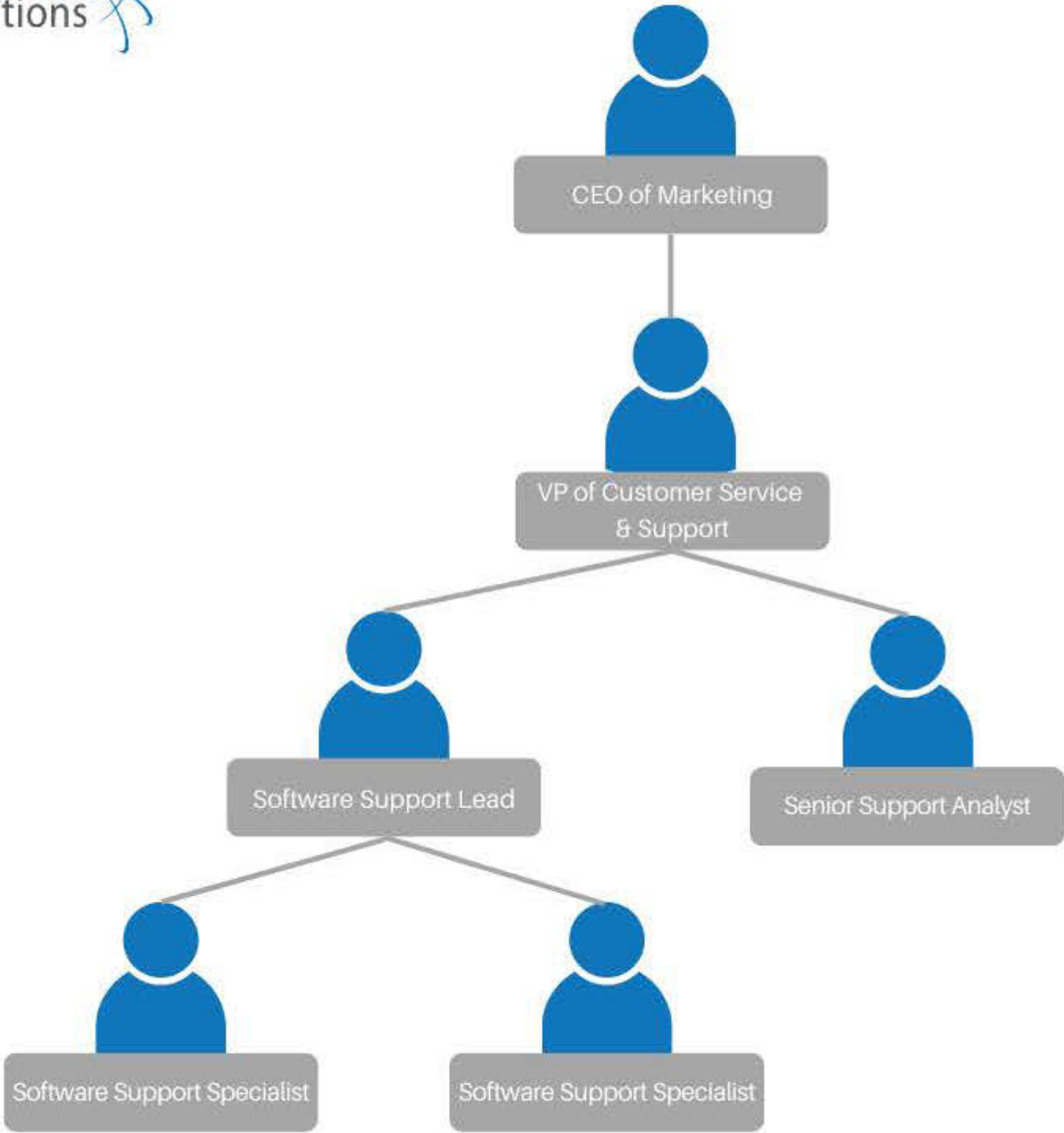
Resumes of Key Personnel

Out of respect for our employees' privacy, we have decided to withhold personally identifiable information. Instead, we have included an attached spreadsheet listing personnel titles, experience, and an organizational chart outlining their roles and responsibilities within the project structure.



Personnel Experience

Title	Company Years of Experience	Industry Years of Experience	Degree(s)	Year of Degree(s)	Relevant Certifications
Support Technician	9	37	-	-	-
Database Analyst	13	13	BA	1983	-
OMS Support Specialist	9	9	-	-	-
Technical Services Specialist	16	16	BS	2009	-
VP Customer Service & Support	11	11	BS	2003	-
Installation Technician	5	5	-	-	-
Director of Services	15	23	BS	2003	-
Director of Installs	8	8	BBS	2011	-
Senior Support Analyst	11	11	BS	2012	-
Project Manager	2.5	2.5	BA	2021	-





City of College Station
Design and Staking Software Implementation RFP
Summary of Relevant Consulting Experience (36-Month Period)

Milsoft Utility Solutions has over 35 years of experience delivering software and services to electric utilities, with consulting services integrated into each deployment. Over the past 36 months alone, Milsoft has provided consulting and implementation support for hundreds of utility software solutions nationwide. Specifically, within our Field Solutions and Staking product lines, we have successfully deployed and brought 20 systems live during this period. In addition, we have an active pipeline of committed projects scheduled for deployment over the next 12–18 months. This ongoing work reflects both the scalability of our solutions and the depth of our consulting expertise in projects of similar size and scope.



Tab B

Design & Staking Requirements

Attachment A: Requirements (Design & Staking)			Supplier Response Fields		PSE Notes	CSTX Notes	Agenda Scenario #
DO NOT EDIT THESE COLUMNS							
#	Requirement		Supplier Response (Comply, No Comply, or Alternate)	Supplier Comments			
Overall		O = Optional X = Required					
Device and Network Compatibility							
1	Web Editing: Ability for editing to be performed in a browser. If the solution is proprietary, please provide supporting information on the relative capabilities of the HTML platform as compared to other editing environments offered.	O	Comply				
2	File Attachments: Ability to store any files as an 'Attachment' to any element on the map.	X	Comply				
3	Linked File Reference: Ability to support hyperlinks as a method to access resources not held within this system. See also the LaserFiche section in the Integration requirement sheet.	X	Comply				
4	Windows PC Support: Ability to allow operation on a Windows 11-based PC.	X	Comply				
5	Tablet Support: Ability to allow operation on a tablet. Please indicate which tablet operating systems are supported including iOS and Android.	X	Comply				
6	Camera Capture: Ability for pictures to be taken using the tablet camera and associated with an element on the map.	X	Comply				
7	Scan Capture: Ability to allow barcode scans to be taken using a device camera or barcode reader and associated with an element on the map.	O	No Comply				
8	Equipment File Viewing: Ability to view any file association to any element on the map.	X	Comply	Can be done using Hyperlinks.			
9	Software SDK: Ability to supply an SDK or equivalent which custom apps or tools can be built.	O	Comply	Info can be exported out to .JSON for client to use.			
10	High Availability: Can be configured to work in a 'high-availability' type of architecture.	O	Comply				
11	RDBMS: Ability to leverage SQL Server 2021 or newer relational database as the primary database framework. If other major database type(s) possible, please list all.	X	No Comply	Model data is stored in Milsoft Format, with ancillary info from the external MSSQL tables. This info is put into a format compiled by the FieldSys™ Client. Info from FieldSys™ will be sent back through Web Services to MSSQL based on Field Mappings.			
12	CAD Interoperability: Support AutoCAD and other standard CAD formats (i.e., .DWG, .DXF) for interoperability.	X	Comply				
Job Management							
13	Work Order Numbering: Ability to support user definable work order auto-numbering scheme.	X	Comply				
14	Multiple Jobs: Ability to support multiple jobs working in the same geographic area.	X	Comply				
15	Job Workflow Definition: Ability to configure workflow definitions from College Station and differing workflows for each job type. Workflow stages include, but are not limited to Estimating, Design, Staked, Construction, and Complete. The workflow definition includes what approvals are needed to proceed to the next stage and paths that the job reverts to if approval is not received.	X	Comply				
16	Stage Review: Ability to configure definition of review stages for commitment of changes from design to construction and to production. Ability to require approval at any of these stages and log who provided the approval at each stage.	X	Comply				
17	Engineer Seal: Ability to affix engineer seal to jobs over a certain dollar amount.	X	No Comply	We have not done this yet, but it is something we would look into doing.			
18	Role-based Design Coordination: Ability to use role-based classifications within the design process to move designs forward based on permission level.	X	Comply				
19	Visualization of Stages: Ability to individually visualize on the map the portions of the system that are in design, construction, production, and abandoned.	X	Comply				
20	Job Header Information: Ability for bi-directional communication between external systems capturing information about the job including a free-text description of the location. (See also, Integrations sheet for additional requirements)	X	Comply				
21	Design Type Information: Ability to define the design type within the job header to include parameters which the utility can define in configuration of the system (e.g. Residential, Commercial, Capitalized, etc.)	X	Comply				
22	Job Assignment: Ability to assign a job to a Designer, allow designer to assign to another.	X	Comply				
23	Project & Job Visibility: Ability to see projects and jobs to which to which a Designer has been assigned as well as projects and jobs to which they have not been assigned.	X	Comply				Ask how a manager might see all jobs, and then those specific to a certain designer. Not just those assigned to myself.

24	Alternatives Designs: Ability to support multiple design alternatives for the same job. Ability to select one of the alternatives for construction and posting to GIS without deleting the other alternatives.	X	Comply			
25	Labor Multiplier: Ability to allocate labor multiplier where applicable (on any particular construction unit or work order).	X	Comply			
Construction Units Database						
26	Construction Unit (CU) Storage: Ability to store all available CUs, their major categories, minor categories, and design parameters as defined within the software.	X	Comply			
27	CU Standard Cost: Accommodates standard unit cost field.	X	Comply			
28	CU Unitized Cost: Accommodates adjusted unit cost based on a percentage of total project cost.	X	Comply	We will require user input to ensure all cost estimations are configured correctly.		
29	CU and Material Assignment: Each CU must have a supporting record set of material with quantities and costs assigned.	X	Comply			
30	CU Labor Rate Assignment: Ability to configure multiple labor rates to assign to CUs. Variables may include crew size, after hours, hot work, equipment rates.	X	Comply			
31	CU Quantity Assignment: Ability to assign materials/inventory items to CUs by quantity.	X	Comply			
32	CU and Material Reservation: Ability to view available inventory and reserve necessary CUs and material for construction (via Tyler Munis API Interface)	X	No Comply			
33	CU Description: Unique ID field accomodates at least 50 characters.	X	No Comply	Up to 28 for element name and up to 36 GUID.		
34	CU Description: Unique ID field accomodates free form text, including special characters.	X	Comply			
35	CU Description: Description field accomodates at least 100 characters.	X	No Comply	Up to 80 Characters.		
36	CU Description: Description field accomodates free form text, including special characters.	X	Comply			
37	CU Description: Ability to designate a unit as "retirement only".	X	Comply			
38	CU Description: Ability to assign symbology for design map.	X	Comply			
39	CU Description: Ability to assign a category type for logical selection during design (e.g., distribution underground, transmission overhead, streetlights).	X	Comply			
40	CU Description: Ability to designate as "Location" or "Span".	X	Comply			
41	CU Description: Ability to assign (from a menu) Plant Asset ID (e.g., EG, ED, ET)	X	Comply			
42	CU Description: Ability to assign (from a menu) FERC Asset ID (e.g., 364, 365, 366)	X	No Comply			
43	CU Description: Ability to assign (from a menu) Sub-FERC Asset ID (e.g., 364-001,364,002, 364-014)	X	No Comply			
44	CU Description: Unique ID field accomodates at least 20 characters.	X	Comply			
45	CU Description: Unique ID field accomodates free form text, including special characters.	X	Comply			
46	CU Description: Description field accomodates at least 100 characters.	X	Comply			
47	CU Description: Description field accomodates free form text, including special characters.	X	Comply			
Design Tools - Desktop UI						
48	Drawing: Ability to place free objects such as points, lines and polygons freely on the map.	X	Comply			
49	Text Blocks & Notes: Ability for designers to place text blocks and notes in the design which are visible to others including field stakers.	X	Comply			
50	Undo: Ability to undo any action or sequence of previous actions up to the last 20 actions. (Please indicate any actions which cannot be undone.)	X	Comply			
51	Redo: Ability to redo any action. (Please indicate any actions which cannot be redone.)	X	Comply			
52	Auto Saving of Designs: Ability to toggle an automatic save of the design at regular intervals to prevent data loss. Please describe if this can be toggled on or off by the designer.	X	No comply			
53	Default Symbology: Ability to provide default symbology during design for commonly used electric facilities.	X	Comply			
54	Custom Symbology: Ability to change symbology for commonly used electric facilities.	X	Comply			
55	Construction Unit Work Function: Ability to designate construction units as retirement only, and cannot be selected for new installation during design.	X	Comply			
56	Attribute Default Values: Ability to define default values for each of the header attributes for each construction unit. (e.g., asset ID, standard labor costs)	X	Comply			
57	Required Attributes: Ability to require a defined set of attributes that contain values on a construction unit when construction units are added to the design.	X	Comply			
58	Equipment Action: Ability to indicate during design, by construction unit, what equipment is set to install, existing, remove, transfer, or abandon.	X	Comply			
59	Structure Components: Ability to view construction units on any structure in the electric system. Ability to define any construction unit attributes which may be visible to the Designers.	X	Comply			
60	Symbology for Structure Components: Ability to define which facilities are visible through symbology and which do not have a visible symbol.	X	Comply			
61	New Devices and Symbology: Ability to add new devices and then adding symbology for device sub-types.	X	Comply			
62	Map Label from Attribute: Ability to define which device or structure attribute is displayed along with symbology in a map view.	X	Comply			
63	Asset Search: Ability to search for a electric distribution asset and view its extent.	X	Comply			
64	Circuit Summary: Ability to display statistics of a selected portion of an electric circuit, including but not limited to, connected services, total load, load range, total transformer kVA, length of overhead and underground line.	X	No Comply			
65	Existing System in Design: Ability to select a portion of the existing distribution network to be used in a design job.	X	Comply			
66	Layer Addition: Ability to display any additional map layers required by the designer. Please describe any file format limitations to what can be imported.	X	Comply	.dwg, .dxf, shape, .gdb, .mdb		

67	Move Imported Layer: During import as well as subsequently, ability to move an imported layer to align with a design element or feature on a base layer.	X	Comply				
68	Adjust Imported Layer: During import as well as subsequently, ability to scale and rotate the imported layer. Ability to scale according to selection of relative features on both the imported layer as well as a reference layer. The ability to rotate around a selected center of rotation.	X	No Comply				
69	Adjust Imported Layer Symbolology: Ability to adjust the layer symbolology based on a attribute information.	X	Comply				Demo the ability to symbolize feeders by phase or voltage or circuit name, etc.
70	Turn CAD Layers On/Off: Ability to turn layers of an imported CAD file on and off.	X	Comply				
71	Easement Tracking: Ability to support indication of easements which are required for the job including contact information for each party, the date on which the easement request was sent to the land owner, the date it is expected, the date it was received, and comments on the status provided by the user.	X	Comply				
72	Easement Document Archival: Support archival of all easement requests and approvals with the job.	X	Comply				
73	Horizontal Dimension Lines: Ability to automatically draw and display dimension lines along any line feature or between any two points.	X	Comply				
74	Dimension Line Management: Ability to independently turn on or off the dimension layer and include or exclude the layer from drawings.	X	Comply				
75	Custom Dimension: Ability to change the dimension to a value other than what is automatically calculated.	X	Comply				
76	Cross-Sectional Profile: Ability to create cross-sectional profile drawings (also known as a plan and profile) indicating the relative horizontal and vertical locations of an underground features to other features. The features may include elements from other layers such as a water or gas layer, or features not included in any layers.	X	No comply				
77	Measurement Tool: Ability to measure the horizontal and vertical distances between any two or more features on a map. Please describe how a the measurement tool would display multiple length/area measurements.	X	Alternate	Length and Height are supported but not area.			Three Phase line Extension
78	Design Export: Ability to export a digital report package (construction packet, estimates, material lists, etc.)	X	Comply	Generate Package Feature			
79	Plan and Profile Drawings: Ability to create plan and profile drawings for each pole location.		Comply				
Design Tools - Desktop Element Creation							
80	Job Segmentation: Ability to support design for jobs that span multiple build cycles or years. It should allow designs to fall under a larger umbrella and handle phased build-outs.	X	No Comply				
81	Feature Addition: Ability to select a structure or construction unit which can be added to a design by selecting it from a library configured by the utility.	X	Comply				
82	Conduit Assignment: Ability to assign and manage conduit, including the ability to define use of existing stubbed-out conduit within the design.	X	No Comply	Milsoft supports conduit as a layer but does not allow the user to edit this layer in the field.	Add a section to the demo that focuses on conduit management in more detail. I.E. pulling wire from conduit and then leaving it 'open'		
83	Duct Bank Assignment: Ability to assign and manage duct banks, including the ability to define and visualize duct bank configurations within the design.	X	Comply		Please note also the duct bank visualization req.		
84	Offset to Reference Layers: Ability to offset lines and devices from reference information or elements in design	X	Comply				
85	Construction Unit Swap: Ability to change an existing construction unit to a different construction unit within the design prior to the job construction.	X	Comply				
86	Element Search: Ability for the designer to search for any existing construction unit, line, device or structure in the system. Ability of the search function to identify those elements by any attribute in the GIS.	X	Comply				
87	Templates: Ability for the designer/design lead to store and retrieve templates for a new design which can include a collection of construction units, assemblies and locations.	X	Comply				
88	Frequently Used Additions: Ability to quickly select to add structures, assemblies and components which are frequently used.	X	Comply				
89	Location Copy: Ability to copy of all of the structures, assemblies and devices at a location and paste of those components at a new location. When pasting, the system provides a means of incrementing necessary unique identifiers to differentiate them from the original components.	X	Comply				
90	Component Copy: Ability to copy an individual structure, construction unit or device from one location to another. When pasting, the system provides a means of incrementing necessary unique identifiers to differentiate the new component from the original component.	X	Comply				
91	Retirement: Ability for the designer to indicate that an existing component is to be retired as a part of the job. Please describe the ability of the software to ensure that the device or conductor is no longer affecting circuit connectivity.	X	Comply				
92	Transformer Replacement (a): Ability for the designer to indicate that a transformer is to be replaced with another transformer as a part of the job.	X	Comply				
93	Transformer Replacement (b): Ability for the designer or field crew to enter the new transformer ID during construction.	X	Comply				
94	Transformer Replacement (c): The system shall validate the new transformer ID against inventory or assets in the field.	X	No Comply				
95	Transformer Loading Overview: Ability to identify transformers above and below defined loading levels (as a percentage of transformer rating).	X	Comply	Info would come form the Milsoft Connectivity model.			

96	Split Existing Line: Ability to insert devices such as a switch or transformer along a line segment, splitting the line segment into two or more segments in the GIS, maintaining common attribution including original installation date, but automatically creating unique identifiers as necessary.	X	Comply				
97	Abandoned Segment: Ability for the designer to indicate that an underground line such as a conductor or conduit will be disconnected but remain abandoned in place.	X	Comply				
98	Service Drop Addition: Ability to add a service drop from an existing transformer with phase carried forward to the load. Please describe how the software and automatically assign phase and also allow for specific phase assignment.	X	Comply				
99	Line Routing: Ability to route any line feature such as conductor, conduit, or other feature based on an existing map feature including parallel or perpendicular to an existing distribution network line, parcel line, or other feature.	X	Comply	The Connect or Change Feed tool can be used to parent a line element. Once this is done, downline connectivity is inherited from the parent element.			
100	Line Vertex Addition: Ability to add vertices to any line feature such as conductor, conduit, or other feature by automatically connecting to a structure such as a pole or independently at any point on the map.	X	Comply				
101	Line Arc: Ability to draw any line feature as an adjustable arc.	X	Comply				
102	Line by Dimension: Ability to draw a distribution network line at a predetermined distance and angle from a selected endpoint.	X	Comply				
103	Line Segment with Periodic Structures: Ability to add a segment of electric distribution line with pole structure assemblies added automatically along the line. The designer can indicate the initial distance between poles.	X	Comply				
104	Inheritance: Ability for a new line extension to inherit phase, feeder name, and/or other attributes from the network in which it is extended.	X	Comply				
105	Auto Length Determination: Ability to assign a wire or pipe length based on the distribution segment drawn in the design, incorporating a factor for sag if appropriate. Ability for the user to enter a specific length independent of the length drawn.	X	Comply				
106	Length Adjustment Definition: Ability for the user to define factors to be used in calculating line length including sag factor.	X	No comply				
107	Attach Guy: Ability to attach multiple guys to a structure, allowing the designer to identify the attachment height and ground location as well as attachment hardware.	X	Comply				
108	Add Riser: Ability to add one or more riser units to a pole.	X	Comply				
109	Conduit: Ability to add conduit as independent features to the map as part of a job. It supports ability to place lengths of conduit independent of underground lines.	X	Comply				
110	Conduit Symbolology : Ability to display conduit differently based of unit attributes like size, material, utilization.	X	Comply				
111	Trench: Ability to add trenches as independent features to the map as part of a job. It supports the ability to place lengths of trench independent of underground lines.	O	No Comply				
112	PV Information: Ability to capture information for any photovoltaic resource a designer is adding to the system including type of panels, number of panels, operating mode, and other parameters which the utility can define in configuration of the system.	X	Comply				
113	Battery Storage Information: Ability to capture information for any storage devices a designer is adding to the system including type of storage, power capability (kW), energy capacity (kWh), and other parameters which the utility can define in configuration of the system.	X	Comply	Data would be stored in External Tables.			
Design Tools - Design Analysis							
114	Structural Analysis: Ability to evaluate loading of poles, down guys, and anchors for a set of conditions including various levels of ice and wind loading.	O	No Comply				
115	Clearance Analysis: Ability to calculate sag and measure line to line and line to ground clearances at pole locations and midspan and alert the design of locations where clearance requirements are not met, with the ability to input a series of conditions including various temperatures, levels of ice and wind.	O	No Comply				
116	Conductor Length Calculations: Ability to calculate actual material requirements for electrical and communications conductors due to nominal sag in spans.	O	No Comply				
117	Conduit Fill: Ability to calculate conduit fill percentage for definable cable types and conduit sizes. Ability to alert the designer when the conduit fill exceeds allowable levels.	O	No Comply				
118	Push & Pull Calculations: Ability to calculate cable weight and necessary pulling tension for various cable orientations inside the conduit and for various bends with differing bend radii. Ability to alert the designer when the scenario exceeds the pulling tension of the cable.	X	No Comply				
Staking Markup & Editing							
119	Staking Tracking: Ability to indicate whether the job requires staking, date it was completed, and comments captured by the designer or staker in the job.	X	Comply				
120	Constructicon Unit List: Ability to view the list of constructicon units associated with a work order.	X	Comply				
121	Map View: Ability to view a map showing the equipment to be installed and removed as part of a work order as well as background GIS layers including streets, plat boundaries and customer information.	X	Comply				
122	Map Export: Ability to export a pdf map of the area with new construction as well as the materials to be installed and removed.	X	Comply				

123	GPS Equipment Location: Ability to request and receive GPS coordinates from an attached GPS collection device and associate those new coordinates with an object in the design. Must reflect the new location in the map as well as in the attributes. Indicate any limitations in the accuracy of coordinate capture.	X	Comply			
124	GNSS Metadata: Ability to store GNSS metadata associated with GPS data collection.	X	Comply			
125	Map Based Equipment Location: Ability to allow a user in the field to move an object on the staking software map within that job's GIS version and associate those new coordinates with the object.	X	Comply			
Construction As-built						
126	Materials Used: Ability to allow indication of which materials and quantities were used during construction.	X	Comply			
127	Equipment Change: Ability to record changes to a design including equipment and location changes for new and existing equipment.	X	Comply			
128	New Equipment: Ability for the user to add new equipment to a design by selecting equipment from a list of construction unit units imported from outside this software.	X	Comply			
129	Existing Equipment Update: Ability for the user to enter existing equipment which is not associated with a work order in order to update the GIS database.	O	Comply			
130	Phase Correction: Ability to correct errors in the phase field attribute based on connectivity from a source if desired. Describe how Phasing is communicated in Software	X	Comply	Phasing is sent to FieldSys from Milsoft and reads back to the sub left, center, and right.		
131	Offline Designing: Ability to view and change all equipment lists and maps without connection to an external network.	X	Comply			
132	Updates: Ability to transfer all changes made in the field to the core design software. Please describe the functionality in real-time and in an offline session.	X	Comply	All changes are stored locally until a connection becomes used. Once that connection is received, the user is asked if they want to send the job metadata to the server.		
133	As-built documentation: Ability to support capture of field edits during construction.	X	Comply			
134	Custom Forms: Ability to create custom forms for data collection in the field. These forms shall be able to allow collection or any or all attributes for a type of device.	O	Comply			
135	Form Attribute Default Values: Ability to define default values for each of the GIS attributes for each object being collected.	X	Comply			
136	Required Form Attributes: Require that a selectable set of attributes contain values when objects are collected with a form.	X	Comply			
137	Limited Form Attribute Values: Configurable to limit values for an attribute on a form to a list or range of allowable values.	X	Comply	Pick list can be created to complete this task.		
138	Notes: Ability for notes to be added during data collection which are transferred to the GIS.	X	Comply			
139	Map Correction Requests: Ability to submit a note to correct base map (electric, planemetric, etc.) information to reflect real-world location or attribution.	O	Comply	Redline edit tools are also provided to users, and those edits can be sent to GIS.		
Design Validation						
140	Review & Validation: Ability to support review and validation of the design before they are pushed to the WindMil database. Please describe how the reviewer might edit the design due to validation notifications before they are pushed.	X	Comply	Validation scripts are set up to ensure that all needed fields are populated with a value before being sent to the Milsoft model. Examples are phasing, wire size, trans size, winding codes, etc.		
141	Validation Rules Management: Ability to provide a detailed description of how design validation rules are managed, including whether a specific programming language or a graphical user interface (GUI) is used.	X	Comply	Graphical user interface only. All validation scripts are currently written by Milsoft and deployed on users' instances.		
142	Partial Push to WindMil: Ability to perform a partial push to WindMil.	X	Comply			
143	Connectivity Attributes: Ability to store the connectivity in attributes for each element in a network so that the connectivity can be determined by an external system such as OMS or DMS reading the attributes.	X	Comply			
144	Inclusion: Ability to designate for each element whether it should be included in a connectivity network (i.e., wires, transformers, ...) or should not be included (i.e. poles, pads, ...)	X	Comply			
145	Network Sources: Ability to define a source for each network connectivity segment.	X	Comply			
146	Flow: Ability to define flow for all network elements from the source to multiple end points. Allow indication of that flow on the map.	X	Comply	Power flow arrows are set up and turned on by default. Once new lines are added, the flow arrows will also show flow.		
147	Flow Visualization: Ability to illustrate flow on a selected portion of electric feeder based on the locations of sources, and position of switches, valves and other flow control devices.	X	Comply			
148	Tracing: Ability to trace up and down stream of any element on a network and highlight the result of the trace.	X	Comply			

149	Connectivity Check: Ability to check connectivity for any network or segment and highlight elements which should be part of a network but are not.	X	Comply				
150	Attribute Validation Rules: Ability to perform user definable validation on attributes values.	X	Comply				
151	Attribute Content Reporting: Ability to create reports which indicate what values exist for each attribute type and element type and the percentage of elements that contain each value in an attribute.	X	Comply	Custom Report would be able to do this.			
152	Attribute Enforcement: Ability to allow attribute enforcement rules to be created for any type of element.	X	Partial	We can enforce that specific fields are filled out, but maintaining that they fall within a particular range is out of scope.			
153	Requirement: Ability to create complex validation checking such as allowable phase values for line segments and devices when tracing a network.	X	Comply				
Third-Party Attachments							
154	Joint Use Notification: Ability to support push notifications for joint use pole change outs.	O	Comply				
155	Attachment Log: Ability to log a third-party attachment to a pole or structure. It supports the ability capture the height of the attachment.	O	Comply	External Tables.			
156	Attachment Owner: Ability to store information about the company owning the attachment. This includes contact information.	O	Comply	External Tables.			
157	Attachment Documentation: Ability to link to stored documents for the attachment including the attachment agreement.	O	Comply	The file button is within Milsoft, and the photo attachment is within FieldSyte.			
158	Attachment Equipment: Ability to track information such as make and model of the equipment or line attached. This includes power requirements, if any, of the attacher.	O	Comply				
Other Items							
159	Support Documentation: Please describe software support and documentation resources available; this should include technical configuration documentation, system architecture, training manuals, user forums, videos, etc.	X	Comply	MyMilsoft.com is our client document/video/case repository. This allows the client to go to one place to see all their support cases and documentation for all Milsoft products, white papers, and video libraries.			
160	Work Dashboard: Ability to support visualization and filtration of design work through a dashboard.	O	Comply	Projects Design Screen			
161	Documentation: Ability to provide training and documentation resources on all support software versions.	X	Comply	MyMilsoft.com			
162	Asset Tracking: The system shall support comprehensive asset lifecycle management for transformers, including: Status Updates: Update digital records for transformers that are removed from service. Status options should include retired, junked, or returned to the warehouse. Audit Trail: Log each asset status change with details such as date, time, user ID, and accompanying notes. Real-Time Synchronization: Ensure that updates to transformer records are reflected immediately across the central database. User Interface and Reporting: Provide an intuitive interface that displays current asset statuses and supports reporting for historical change logs, status trends, and data discrepancies. Enterprise Integration: Facilitate integration with other enterprise systems to support maintenance, inventory, and regulatory compliance tracking, aligning with industry best practices.	O	No Comply	Milsoft supports and maintains only live records installed in the field. What is being asked could be done within the Milsoft External Tables if needed.			

Attachment A: Requirements (Structural Analysis)

DO NOT EDIT THESE COLUMNS			Supplier Response Fields				
#	Requirement	O = Optional X = Required	PSE Notes	CSTX Notes	Current EA Performs These Functions? (Y or N)	Available but not Deployed? (Y or N)	Supplier Comments
Preferred Solution will be a native display vs. additional licensing and exporting							
Pole Modeling & Configuration							
1	Ability to model wood, steel, concrete, and composite poles.	O			Y		These values will be sent to and stored in the external tables SQL database.
2	Customizable pole dimensions (length, class, embed depth).	O			Y		Any type or configuration of pole type is expected.
3	Support for both vertical and guyed structures.	O			Y		Milsoft would reference the spec provided for this config.
4	Define poles by standard specifications (e.g., ANSI O5.1).	O			Y		Would reference whatever definition and description given to Milsoft by client.
Structure Load Evaluation							
5	Automatic Load Calculation based on all attachments, spans, hardware, and environmental factors.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
6	Multi-Directional Load Analysis (e.g., transverse, longitudinal, vertical forces).	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
7	Support for asymmetrical loading conditions caused by uneven spans or equipment placements.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
8	Cumulative Load Impact modeling, including mid-span attachments and shared poles with telecom or third-party equipment.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
Wind and Ice Loading							
9	Configurable wind pressure and ice thickness based on regional codes or user-defined values.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
10	Combined Wind + Ice Scenarios with configurable load cases.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
11	Consideration of wind span based on angle and length of connected spans.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
12	Load redistribution during storm or broken-wire conditions.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
Pole Strength and Bending Moment Calculations							
13	Real-time bending moment diagrams showing maximum stress points.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
14	Include pole strength ratings by material and class (e.g., ANSI O5.1 wood pole strength values).	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
15	Critical Load Analysis showing whether pole capacity is exceeded in tension, compression, shear, or moment.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
16	Include embedment depth impact on moment capacity.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
Guying and Load Transfer							
17	Determine guying requirements to offset unbalanced loads.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
18	Calculate guy tensions, anchor loads, and resulting effect on pole loading.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
19	Support for multiple guy angles, configurations, and shared guys between poles.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
20	Evaluation of guy effectiveness in reducing bending moments and overturning moments.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
Attachment Management							
21	Define position, weight, load, and height of attachments.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
22	Visual stacking and clash detection.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
Span Tension and Conductor Loads							
23	Automatic calculation of tension per conductor (including differential spans and crossing spans).	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
24	Include thermal expansion/shrinkage of conductors and sag impact on tension.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
25	Evaluate longitudinal unbalanced loads from differing conductor tensions or broken spans.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
Load Factors and Safety Margins							
26	User-definable load factors per load type (e.g., dead load, live load, environmental).	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
27	Ability to apply industry-standard safety factors or utility-specific multipliers.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
28	Results shown as percentage of structural capacity used, with visual warnings when thresholds are exceeded.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
29	Clear output for Factor of Safety (FoS) per structure and per component.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
Analysis by Scenario / Contingency							

30	Support for defining multiple load cases per structure (e.g., normal operation, storm event, broken guy, broken wire).	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
31	User can toggle between scenarios to compare structural response.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
32	Worst-case scenario detection to flag poles failing under any of the modeled conditions.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
Batch Analysis & System-Wide Review							
33	Option to perform load analysis on multiple poles or an entire span/system.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
34	Heat map or summary table of overloaded or borderline structures.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
35	Exportable results for engineering review or capital planning purposes.	O			Y		All staking info can be exported from the software.
3D Visualization							
36	Full 3D modeling of pole structures, conductor sag, and attachments.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
37	Adjustable viewpoints for better inspection.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
38	Cross-section and elevation views.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
Standards Compliance Checking							
39	Evaluate against NESC, RUS, or custom utility structural standards.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
40	Set threshold overrides for different structure classes or installation years.	O			N		Currently, Milsoft does not have support for Structural Analysis built into the software. Future Goals are to integrate SpidaCalc.
41	Built-in templates for applying industry loading zones (e.g., NESC heavy, medium, light).	O			Y		Fully customizable Templates are available and can be customized based on user.

Attachment A: Requirements (Integration)

DO NOT EDIT THESE COLUMNS			Supplier Response Fields		
#	Requirement	O = Optional X = Required	CSTX Notes	Supplier Response (Comply, No Comply, or Alternate)	Supplier Comments
Work Order Interface Capabilities					
1	Tyler Munis: Ability to utilize Munis' REST APIs for data exchange. Please also see the Financials sheet for additional Munis requirements	X		No Comply	Currently, There is no real time integration with Tyler Munis. Milsoft would be willing to build this integration.
2	Integration with Permitting Software: Ability to integrate with permitting software for automated processes based on status. It should be able to kick off tasks in Munis via design software based on permit software status. Permit software must convey project status across all city departments.	O		No Comply	
3	Messaging with Permitting Software: Ability to support bi-directional messaging with permitting software.	O		No Comply	
4	OMS Integration: Ability to support integration with OMS for outage management.	O		Comply	FieldSys™ has an OMS module within the software specifically for OMS fieldwork back to the OMS Solution.
WindMil Compatability					
5	WindMil Model Import: Ability to pull in data from WindMil. Please define the data formats that can be used in this process.	X		Comply	FieldSys uses the standard Milsoft export file format to consume the connectivity model in FieldSys.
6	Incremental Network Model Import: Ability to incrementally import new or updated sections of the network model. Please indicate how network segments are determined for a partial incremental import.	X		Comply	On import of the Milsoft data, FieldSys compares GUIDs to make sure if that GUID exists or does not exist to know whether to import that feature.
7	Import Error Viewing: Ability to view a log of import errors. The viewer will have a coordinated geographic view that indicates the network element(s) which attributed to an error selected in the log.	X		Comply	These are two Error validation procedures in WindMil in Circuit Diagnostics and Model Integrity Scripts. These processes are designed to be run and fix errors before being sent to FieldSys; once the import files get to FieldSys, if there are any model issues on import, the software notifies the user of model issues that may need attention.
8	WindMil Model Export: Ability to create data in a format that WindMil will accept. Please define the data formats that can be used in this process.	X		Comply	When the user is ready to send the job from FieldSys to Milsoft, they will use the Integrator option. This sends the project from FieldSys to Milsoft via multispeaker to a web service waiting to receive the data. The data is then displayed in Milsoft as a project in project management.
9	WindMil Model Import/Export Scheduling: Ability to pull/push data from WindMil at a defined interval set by College Station.	X		Comply	Milsoft's Import/Export process is used to extract the Milsoft data. This can be set to run at any time interval the client wishes.
10	Schema Mapping: Ensure your design software's data model aligns with WindMil's structure (e.g., fields, data types, naming conventions).	X		Comply	During Setup, Milsoft will work with the client to ensure that all fields from FieldSys are mapped to the correct Milsoft field.
11	Data Integrity Checks: Validate outgoing data (e.g., missing attributes, invalid geometry) before committing it to WindMil.	X		Comply	FieldSys does have data validation scripts built into the workflow to ensure that required fields are populated. These will appear in red to notify the user that the field must be populated.
12	Attachment Ownership: Ability to describe attachment ownership information from design/as-built to the WindMil database	X		Comply	
Esri Compatibility					
13	Esri Foundation: Ability to support editing through Esri's ArcGIS platform.	O		Comply	Model edits are supported in ESRI using the Milsoft GIS extension WindMilMap. When using this extension, all Milsoft model rules and validation are supported.
14	Esri Limitations: Please indicate any limitations in editing and viewing the GIS system using Esri tools.	O		Comply	No limitations noted.
15	ArcGIS Pro Editing: Ability to leverage use of Esri's ArcGIS Pro for editing.	O		Comply	Milsoft has installed the new GIS plug-in for ArcPro at several beta locations, with the release general release expected in either Q3 or Q4 of this year. Milsoft has rebuilt the GIS extension and now passes info from ArcPro to Milsoft using project management while now using a web service to pass the communication back and forth.
16	ArcGIS Pro Version: Ability to allows users to access GIS data in ArcGIS Pro version 3 or higher and can upgraded as directed by the IT department. (If this is not possible, please state the latest ArcGIS Pro version supported.)	O		Comply	Current ArcPro supported version in 3.4.3.
17	SDE Record Access: Ability to read and write access to a database via an SQL/SDE connection.	O		Comply	These would be set up using FieldMappings at the Wec Service Level.

18	Map Service Record Access: Ability to read and write access to the database via RESTful endpoints through a map service.	0		Comply	Milsoft would complete this using the ESRI connect to database feature.
MDM Compatability					
19	MDM Supplier: Parson (Previously IPkeys), ElectSolve MDM	0		Comply	Milsoft has a interoperability test intgegration with I.P. Keys/ElectSolve MDM.
20	Load Data Import: Ability to import billing load data from flat files or FTP from IPkeys database. Support import of kVARHr data for a portion or all of the loads on the system.	0		Comply	FieldSyte will consume the kvar directly from the Milsoft Model.

		O = Optional X = Required	CSTX Notes	Supplier Response (Comply, No Comply, or Alternate)	Supplier Comments: Please reference SSP where available
Overall					
1	Network Architecture: Ability to provide and document the design for all communication paths between networks of different security zones through a DMZ. Provide documentation of all filtering and monitoring rules for all security zones and alarm for unexpected traffic. The network diagram will include asset connectivity, IPs (if appropriate), ports in use, and types of traffic and data flows.	X		Comply	See the attached diagram: FieldSys™ Network Architecture - Major Production Components.pdf. All externally accessible FieldSys network ports use HTTPS protocol on the standard HTTPS port 443. "External APIs" includes a variety of third-party services which may use other ports and protocols. The external APIs depend entirely on the customer utilities' specific needs, and they control usage.
2	System Acceptance Testing (SAT): Ability to provide written plan for system acceptance testing (SAT) (Attachment F).	X		Alternate	Milsoft can develop a comprehensive System Acceptance Testing (SAT) plan upon project award, tailored to the specific configuration and requirements of the implementation. This process is integrated into our overall project plan and will align with project scope and milestones to ensure a structured, transparent, and verifiable system validation process.
3	Performance with Security: Ability to verify that the security features do not adversely affect connectivity, latency, bandwidth, response time, and throughput, including during the Software Acceptance Testing (SAT) when connected to existing equipment.	X		Alternate	FieldSys's cloud security features are built-in, standardized, and non-optional. As such, they are inherently included in all system deployments and testing activities. Separate or specialized performance testing for these features is not required, as they are fully integrated into the platform's core architecture and undergo continuous validation.
Account Management & Access Control					
4	Password Management: The system should NOT pass ANY authentication username or password, through clear text requests. The system should provide a configurable account password management system that uses SSO, allowing, the following: • Selection of minimum password length • Frequency of change (preferably using gMSA) • Setting of required password complexity • Number of login attempts prior to lockout • Inactive session logout • Screen lock by application • Denial of repeated or recycled use of the same password	X		Comply	FieldSys uses its own SSO system and does not currently integrate with others. Passwords are never stored or transmitted in plain text. Only top-level FieldSys administrators can view a user's password. Instead of specific character/symbol requirements, FieldSys requires long passwords—at least 16 characters.
5	User Accounts: The proposed system to allow for restricted user access according to assigned area-of-responsibility.	X		Comply	Users are assigned to security groups within the organization. These groups are then granted permission to access specific resources and capabilities.
6	User Right Configuration/Administration - On-Premises: Ability to configure the system for Active Directory (AD) authentication using LDAP integration for role-based user rights for the users identified by the utility. This must also allow for administration of these rights and roles.	X		No Comply	FieldSys uses its own SSO system and does not currently integrate with others.
7	User Right Configuration/Administration - Cloud: Ability to configure the system for cloud-based Identity and Access Management (IAM) authentication for role-based user rights for the users identified by the utility. This must also allow for administration of these rights and roles.	X		Alternate	FieldSys uses its own SSO system and does not currently integrate with others. Users are assigned to security groups within the organization, which are then granted permission to access specific resources and capabilities.
8	Unauthorized Use: Ability to provide physical and cyber security features, including but not limited to authentication, encryption, access control, event and communication logging, monitoring, and alarming to protect the device and configuration computer from unauthorized modification or use.	X		Comply	See the security policy document. All interactions require authentication and authorization. All cloud API accesses are logged with a user name and timestamp. All data changes are stamped with a time and user name, but only designated data collections preserve this history indefinitely outside of backups. The customer organization is responsible for device management and internal security. We encourage customers to use a Mobile Device Management System.
9	Account Password: Ability to provide a configurable account password management system that allows for selection of password length, frequency of change, setting of required password complexity, number of login attempts, inactive session logout, screen lock by application, and denial of repeated or recycled use of the same password.	X		Alternate	FieldSys uses its own SSO system. Users are global and not organization-specific, so the authentication settings are not customizable per organization. However, an organization can require all of the users who access it to utilize MFA.
10	Role-Based Access Control: Ability to support role-based access control (RBAC) to allow differing levels of access based on the role(s) that individual users have. Access shall be separately assignable for modifying user accounts, making point database and screen changes, control of devices, acknowledging alarms, blocking alarms and tagging points.	X		Alternate	Users are assigned to security groups within the organization. These groups are then granted permission to access specific resources and capabilities. Some of the controls described here (e.g., control of devices) are beyond the scope of the FieldSys system and should be accomplished with a Mobile Device Management System or other tools by customer IT staff.
11	Multi-Factor Authentication (MFA): Ability to support multi-factor authentication for login to all platforms. The MFA solution shall support an MFA solution (Microsoft Entra ID, Okta, OpenID, etc.). The MFA solution must support SAML integration. Preferred support of Microsoft Authenticator application and/or hardware tokens.	X		No Comply	FieldSys uses its own SSO system and does not currently integrate with others. MFA is supported.
12	Authorization: Ability to support integration with one or more of the following, Microsoft Active Directory (AD), Microsoft Entra ID, Okta, OpenID, and SAML 2.0 for secure authentication and authorization.	X		No Comply	FieldSys uses its own SSO system and does not currently integrate with others.
13	Single Sign On: Ability to support support single sign (i.e. once a user has logged into the client Windows OS the user will not be required to enter their credentials again).	X		No Comply	FieldSys uses its own SSO system and does not currently integrate with others.
14	Secure Lightweight Directory Application Protocol (LDAPS): Ability to be integrated using LDAPS for authentication with all users and groups defined in the utilities active directory environment.	X		No Comply	FieldSys uses its own SSO system and does not currently integrate with others.
15	Login Retention: Ability to not allow multiple concurrent logins using the same authentication credentials, allow applications to retain login information between sessions, provide any auto-fill functionality during login, or allow anonymous logins.	X		No Comply	FieldSys users often log in on multiple devices (e.g., phone, iPad, laptop), so we do not restrict this. Anonymous logins are never allowed and are not supported at all in FieldSys.
16	Auto Logout: Ability to be configurable to automatically log the user out after a configurable inactivity time out.	X		Alternate	FieldSys includes an automatic logout feature based on user inactivity to enhance security. However, because FieldSys utilizes a global login system, the inactivity timeout is currently standardized across all customers and not configurable at the individual organization level. While the feature exists and is enforced consistently, customization per customer is not available at this time.

17	Default & Guest Passwords: After the SAT, the Vendor will disable, remove, or negotiate all Vendor-owned accounts with the Purchaser prior to go-live.	X		No Comply	Currently, FieldSysite support staff have unrestricted access to all customer FieldSysite applications. Access to other systems or tools (such as remote support or remote desktop) is managed separately, with specific restrictions and permissions negotiated directly with the customer.
18	Least Privilege Configuration: Ability to configure each component of the procured product to operate using the principle of least privilege. This includes operating system permissions, file access, user accounts, application-to-application communications, and energy delivery system services.	X		Comply	Within FieldSysite, user access is managed by assigning users to groups, with privileges granted at the group level. Outside of FieldSysite, access control is handled using standard operating system and network tools, such as file system permissions on the Premises Server, which are managed by IT staff.
19	Session Management: Ability to not permit ANY authentication credentials to be transmitted in clear text. Ability to not allow multiple concurrent logins, applications to retain login information between sessions, provide any auto-fill functionality during login, or allow anonymous logins. It shall provide user account-based logout and timeout settings. This will be true for interactive user logins as well as system to system communications.	X		No Comply	Authentication credentials are never transmitted in clear text. All communications with standard FieldSysite services are encrypted using HTTPS. While specific session management controls are in place, they are fixed and not available for customization.
20	If a hosted solution is proposed, ability to access via VPN.	X		Alternate	The FieldSysite cloud operates on a multi-tenant model, so network access restrictions via VPN cannot be configured on a per-customer basis. Both VPN and non-VPN connections are supported for accessing the FieldSysite cloud. Internal network configurations are primarily the responsibility of the customer, provided that the Premises Server can successfully connect to the FieldSysite cloud and any other required customer integrations.
Change Management (Patch Management)					
21	Patch Management: Ability to have a process to provide notification of a patch(es) affecting security within a pre-negotiated period. Ability to have a process for applying, testing, and validating the appropriate updates and/or workarounds on a baseline reference system before distribution. Mitigation of these vulnerabilities shall occur within a pre-negotiated period. Ability to provide their process for controlling patches at various levels along with how they are applied. Vendor must provide specification for known baseline reference systems and assist utility with maintenance and coordination of updating baselines.	X		Alternate	The cloud and application components of FieldSysite are deployed to all customers simultaneously. Generally, Premises Servers are updated with the same philosophy but can be kept at or updated to specific versions if needed. Advance notice is provided for any upgrades except for emergencies - e.g., to block an immediate security threat or to avoid a system outage. As much notice as possible is still given for these. A separate test environment is available at an additional cost. Customers can participate in beta testing for upcoming releases if they so desire.
22	Program Documentation: Ability to provide documentation of its patch management program and update process (including third-party hardware, software, and firmware) including capabilities. This includes the vendor's method or recommendation for how the integrity of the patch is validated by College Station. This documentation shall also include the vendor's approach and capability to remediate newly reported zero-day vulnerabilities.	X		Alternate	See attached Security Manual.
23	Vulnerabilities: Post-contract award, ability to provide notification of publicly known or subscribe-able security channel to communicate security alerts/vulnerabilities as they are discovered which affect the security of the system. The vendor must also forward known vulnerabilities from third-party software when they are informed of vulnerabilities.	X		Comply	Customers may designate email addresses and emergency contact numbers for FieldSysite security alerts.
24	Code Scanning: Ability to provide documentation describing their comprehensive code scanning (SCA, SAST, DAST) strategy that will ensure the remediation of vulnerabilities prior to software applications deployment.	X		Alternate	Formal documentation for this process is not currently available. However, all production builds are routinely scanned for library vulnerabilities as part of our standard release workflow.
25	Firewall Documentation: Post-contract award, ability to provide documentation on firewall rule sets for all firewalls provided and provide documentation on all communications (including protocols) required through each firewall.	X		Comply	
26	Software Bill of Materials (SBOM): Ability to provide a software bill of materials (SBOM).	X		Comply	
27	Updated Third-Party Products: Ability to verify and provide documentation that procured products (including third-party hardware, software, firmware, and services) have appropriate updates and patches installed prior to delivery. This documentation will be provided upon delivery. Including Windows Update testing, validation, and release processes. Vendor will test and support patching of the operating system and third-party applications within 30 days of patch release. After go-live, standard patching process will be agreed-upon and followed.	X		Comply	
28	Remediation Timeliness: While the product is under current support, the Vendor must provide appropriate software and firmware updates to remediate newly discovered vulnerabilities or weaknesses within 30 days. Updates to remediate critical vulnerabilities shall be provided within a shorter period than other updates, within 14 days. If updates cannot be made available by the Vendor within these time periods, the Vendor shall provide mitigations and/or workarounds within 10 days.	X		Comply	
Malware Detection & SIEM					
29	Syslog: The system must have Syslog capability for integration with a third-party SIEM resource tools.	X		No Comply	
30	Malware and Virus Detection and Protection: The system, as supplied, to utilize College Station's SentinelOne and Microsoft Defender host-based malware and virus detection softwares. Ability to verify adequate system performance for host-based detection, quarantine (instead of automatically deleting) suspected infected files, and support College Station's automatic updating scheme for the signatures of those softwares.	X		Comply	
31	Performance with Malware and Virus Detection: The supplier to test major updates to malware and virus detection applications and provide performance measurement data confirming the ability to use the detection applications in the supplied system. Measurements shall include, but are not limited to network usage, CPU usage, memory usage, and any other impact to normal communications processing.	X		Comply	
32	Service Verification: Ability to validate that cybersecurity services running on the procured product (e.g., virus checking and malware detection) do not conflict with other such services running on the procured product. Unused services should not be just disabled. These should be removed to not be re-enabled.	X		Comply	
33	Operating System Anti-virus Software: The proposed servers and workstations to operate using the utilities SentinelOne and Microsoft Defender anti-virus software.	X		Comply	

34	Endpoint Protection: Ability to utilize College Station's SentinelOne and Microsoft Defender endpoint protection software on each workstation and server. The vendor to confirm that the Endpoint protection software does not disrupt or degrade the performance of the vendor's system.	X		Comply	Regular acceptance testing with these tools installed should be sufficient to ensure adequate performance. If the tools are unusually heavyweight, they may require higher than minimum system requirements (CPU, memory, etc.)
35	Removable Media Scanning: Ability to provide the capability to automatically scan any removable media that is introduced to the product being acquired.	X		Comply	FieldSys does not utilize removable media for normal operations.
36	Account Activity Logging: Ability to provide a system whereby account activity is logged and is auditable both from a management (policy) and operational (account use activity) perspective. The Vendor to time stamp, encrypt, and control access to audit trails and log files. The system must detect logins from multiple locations/stations and send a lockout to Active Directory.	X		No Comply	
37	Account Access Tracking: Ability to log time stamped account access activity including, successful and unsuccessful login attempts and account changes. The logging should include computer name, login attempts made and whether successful/failed/or other.	X		Alternate	Most of this functionality is supported internally, though it may not be directly visible or exposed to customers.
38	Activity Logging: Ability to log time stamped application activity including, • Application start-up and shut-down • Application failures • Database configuration changes • Communication connections with external systems • System connection source.	X		Alternate	Most of this functionality is supported internally, though it may not be directly visible or exposed to customers.
39	Audit Viewing: Ability to limit viewing of audit trails to specific roles/groups	X		No Comply	Audit trails are not visible to users.
40	Audit Protection: Ability to protect audit trail files from unauthorized modifications.	X		Alternate	Most of this functionality is supported internally, though it may not be directly visible or exposed to customers.
41	Vulnerability Disclosure: Prior to the delivery of the procured product, the Vendor to provide summary documentation of publicly disclosed vulnerabilities in the procured product and the status of the Vendor's disposition of those publicly disclosed vulnerabilities.	X		Comply	
42	Cyber Incident Disclosure: After contract award, the Vendor to provide summary documentation within 10 days of any identified security breaches involving the procured product or its supply chain. Initial and follow-up documentation shall include a description of the breach, its potential security impact, its root cause, and recommended corrective actions involving the procured product.	X		Comply	This is part of our standard software maintenance release process.
Remote Access					
43	Remote Access for Support: Ability to use College Station's SecureLink solution to document their method of secure remote access, including but not limited to multifactor authentication (e.g., security token, known key, and/or certificate), encryption, access control, event and communication logging, monitoring, and alarming to protect the system and configuration computer from unauthorized modification or use. Remote access will be driven by utility's IT requirements.	X		Comply	
44	Web-Based Interfaces: Ability to provide documentation to indicate that malicious attacks of the web interface cannot compromise the control system including, but not limited to, measures for prevention of command injection, SQL injection, directory traversal, RFI, XSS, and buffer overflow. The vendor to provide documentation on their performance against the Open Web Application Security Project (OWASP) top 10 or other applicable standard.	X		No Comply	
System Hardening					
45	OS Configuration: The proposed system must include configuration of the servers with only essential services enabled.	X		Comply	
46	Services and Ports: Ability to provide a listing of services required for any computer system running control system applications or required to interface the control system applications. The listing to include all ports and services required for normal operation as well as any other ports and services required for emergency operation. The listing to also include an explanation or cross reference to justify why each service is necessary for operation.	X		Comply	We can provide documentation of the specific ports and network communications used; however, these depend on customer-specific integrations. The only standard service required across all deployments is the Premises Server.
47	Data Connection Documentation: Ability to provide documentation identifying all data connections required for College Station's particular implementation. The documentation must include only the minimum data connections for College Station's installed configuration and identify specific port and protocol for each data connection.	X		Comply	We can provide documentation of the specific ports and network communications used; these are determined by the customer's specific integrations.
48	Unused Software: Ability to remove and/or disable all software components that are not required for the operation and maintenance of the control system prior to the FAT. The Vendor to provide documentation on what is removed and/or disabled. The software to be removed and/or disabled should include, but is not limited to: 1. Games 2. Device drivers for network devices not delivered 3. Messaging services (e.g., MSN, Skype, Slack, WhatsApp, etc.) 4. Servers or clients for unused Internet services 5. Software compilers in all user workstations and servers except for development workstations and servers 6. Software compilers for languages that are not used in the control system 7. Unused networking and communications protocols 8. Unused administrative utilities, diagnostics, network management, and system management functions 9. Backups of files, databases, and programs used only during system development 10. All unused data and configuration files 11. Sample programs and scripts 12. Unused document processing utilities (Microsoft Word, Excel, PowerPoint, Adobe Acrobat, OpenOffice, etc.).	X		Comply	

49	BIOS: Ability to password protect the BIOS from unauthorized changes unless it is not technically feasible, in which case the Vendor must document this case and provide mitigation measures.	X		Comply	
50	Network Addressing and Name Resolution: Pre-contract award, ability to provide recommended network addressing and name resolution methodology. The Vendor to provide a means to verify the integrity of configuration files, zone data, and other DNS files (e.g., such integrity checking may be done with a HIDS).	X		Comply	While we can prepare formal documentation if needed, there are no special requirements beyond access to cloud services and the use of either fixed IP addresses or DNS names for any integrated services.
51	Back Doors: Ability to disclose the existence of all known methods for bypassing computer authentication in the procured product, often referred to as backdoors. After go-live, provide written documentation that all such backdoors created by the Vendor have been permanently deleted from the system.	X		Comply	There are no backdoors. All application and API use requires FieldSys authentication.
52	Firewall Configuration: Ability to provide documentation on the firewalls provided and their firewall rules. The basis of the firewall rule sets shall be "deny all," with exceptions explicitly identified by the Vendor.	X		Comply	
53	Communication Proxy: The system to be configured to use a proxy within a DMZ for communication with any external software systems including AMI and OMS.	X		Comply	
54	Intrusion Detection System (IDS): Ability to work within an existing intrusion detection system used by the utility. College Station presently uses Palo Alto FW IDS.	X		Comply	
Disaster Recovery & Cyber Recover					
55	Local Fail Over: Ability to automatically fail over from the online to redundant local server for any system failure that results in the system being in a degraded state. The client workstations should reconnect to the redundant server automatically requiring no user intervention to do so. They failover should complete within 2 minutes of the detected failure.	X		Comply	The premises server can run disconnected without the software failing and will reconnect and resume when services are available again. However, as FieldSys is a distributed, mobile system, most "live data" services, such as mobile OMS, will require a connection to the cloud to function correctly for users, and this will be equivalent to an outage for those applications. The mobile app will continue to function correctly with maps and other data stored locally.
56	Site Fail Over: Ability to support failing over to a backup site in the event that the primary site is compromised. The system to support either a manual or automatic fail over to be configured by the utility. The manual fail over to be able to be performed by an operator (non-admin) user. The automatic failover to be able to be disabled if the utility wishes. The failover should complete within 5 minutes of the detected failure.	X		Alternate	The cloud portions of the system are multiply redundant, automatically scale, and recover automatically from most failures. The Premises Server does not currently have any automated failover or specific manual procedures; however, the local configuration for the Premises Server is minimal, and it is possible to manually switch over to another computer host if needed. DNS or IP configuration changes may be required to connect integrated services.
57	Cyber Security Incident Response Plan: Ability to provide documentation of their incident response plan showing processes for notifying utility customers of an incident experienced by vendor and/or other utility customer. Providing notification within 24 hours of breach and within 30 days provide root cause analysis and data compromised. Within 60 days all stakeholders should be notified of compromised data.	X		Comply	
58	Cyber Recovery Process: Ability to contain a means for restoring the system should a portion of the files be compromised due to cyber attack including ransomware and malware.	X		Comply	Standard cloud backups are retained for 30 days. Onsite files are managed and backed up by the customer organization, which may implement any additional precautions as needed.
59	Backup Malware and Virus Detection and Protection: Ability to contain a means for scanning cyber recovery backups for dormant anomalies including ransomware and malware. Please indicate the preferred solution for performing this functionality. Please describe the process for handling dormant threats that could be in backup from months ago and used for recovery.	X		Comply	Cloud backups are scanned prior to restoration and can be made accessible to the customer upon request. Additional fees may apply depending on the level of effort involved, particularly if the breach originated within the customer's organization. Onsite files are managed and backed up by the customer organization, which may implement any desired precautions.

[illegible]



Tab C

Rates and Expenses

Pricing Schedule

Instructions:

Please return the completed pricing schedule with Vendor response. Only fill out the areas shaded yellow.

Please indicate any changes to this form you need to provide a complete price break down.

Costs should include all software and equipment for complete system installed.

Check formulas in cells to ensure extended costs are accurately stated.

A. Base System

1 Software & Licensing Costs (List basic software license costs under this section. Do not include special applications here.)					
	Supplier Description	Quantity	Unit Price	Total Price	
1.1	Server Software License (as applicable)	N/A	\$ -	\$0	
1.2	Per User Software License (as applicable)	200	\$ 368	\$73,500	
1.3	Third Party Software (if any - i.e. ESRI, Oracle, SQL etc.)	N/A	\$ -	\$0	
			\$ -	\$0	
Total Software Costs				\$73,500	

2 System Engineering Services					
	Supplier Description	Quantity	Unit Price	Total Price	
2.1	System Design, Software Installation & Configuration	1	\$ 40,000	\$40,000	
2.2	Integration - Financials (Tyler Munis)	1	\$ 10,000	\$10,000	
2.3	Integration - MilSoft's WindMil	N/A	\$ -	\$0	
			\$ -	\$0	
Total Engineering Services Costs				\$50,000	

3 Additional Services or Costs (Clearly identify and present unit costing)					
	Supplier Description	Quantity	Unit Price	Total Price	
3.1	Administrator & User Training	1	\$ 39,500	\$39,500	
3.2	Additional Implementation Professional Services	1	\$ 15,000	\$15,000	
			\$ -	\$0	
Total Additional Services				\$54,500	

Sales Tax	\$ -
Total Base System Costs	\$ 178,000

B. Maintenance Service Contract

1 Maintenance Services					
	Supplier Description	Quantity	Unit Price	Total Price	
1	Maintenance Service Year 1.	0	\$ -	\$ -	
2	Maintenance Service Year 2.	0	\$ -	\$ -	
3	Maintenance Service Year 3.	0	\$ -	\$ -	

4	Maintenance Service Year 4.	Maintenance and support are included in software subscription licensing. (As referenced above in Base System 1.2) No additional cost for maintenance service.	0	\$ -	\$ -
5	Maintenance Service Year 5.	Maintenance and support are included in software subscription licensing. (As referenced above in Base System 1.2) No additional cost for maintenance service.	0	\$ -	\$ -
6				\$ -	\$ -
0					\$ -
Maintenance Service Contract Costs					\$ -

**Bill To**

Jessica Pruitt
College Station, City of
PO Box 9960
College Station, TX, 77842-9960
USA

Quote Number: **54247**

Date Created: 05/13/2025

Valid Until: 08/07/2025

Account Manager: Kragen Kechely

Field Solutions (Staking)

Qty	Quoted Line Item	Contract Term	Price (Annual)
1	FieldSyte™ Base - Up to 200 Users FieldSyte Viewer Includes: Milsoft Model Data, Open Street Map Background, Satellite Maps, Manual Fault Locate, RC Notes, Tracing, Sketch, Measure, Navigation, User Device Locations, Location Services, External GPS Integration	1 Year(s)	\$13,500.00
1	FieldSyte Staking with Accounting Integration Includes MultiSpeak supported integrations, Work Orders to and from an Accounting system, Unit and Material Costing/Labor from the Inventory system, and Project posting to WindMilMap GIS. SOW Required.	1 Year(s)	\$21,000.00
1	AutoNumbering for FieldSyte Staking Enables FieldSyte to assign and reserve a generated feature ID to new features added to a FieldSyte project. Generated numbers can be created from lookup layers added as a Custom Published Map. Multiple feature item numbering standards are available (Poles, Pads, Fuses, Reclosers, etc...). Requires Custom Published Maps	1 Year(s)	\$3,000.00
1	Custom Published Maps - Multiple Display any number of published map/data sources from the following: Spreadsheets, Mapbox Layers, Shapefiles, CAD Imports, or ESRI Geodatabase	1 Year(s)	\$6,000.00
1	Mapless Forms - Unlimited Ability to create forms not associated with the map	1 Year(s)	\$6,000.00
1	Easements Includes Basic Easements, exhibits, defined trimming, and corridors around the project/map lines with legal descriptions	1 Year(s)	\$12,000.00
1	Map Assessments Cautions, Tailgates, Places, Incidents, Jobsite Observations	1 Year(s)	\$3,000.00
1	Substations & Major Equipment Includes inspection books for substations, regulators, reclosers, capacitors, switches and special transformers.	1 Year(s)	\$6,000.00
1	FieldSyte - Test System A full replication of the FieldSyte modules currently in production. Milsoft Support included.	1 Year(s)	\$3,000.00

Field Solutions (Staking) Total: \$73,500.00

Services

Qty	Quoted Line Item	Contract Term	Price (1-Time)
1	FieldSyte - Setup and Configuration Setup and configuration of FieldSyte modules and professional services, including configuration of applications and project management. Milsoft Support not applicable.		\$40,000.00

1	Database Conversion: Proposed Job Conversion from legacy "proposed job" dataset to FieldSyte / WindMil data structure. Requires SOW, and pricing is subject to change based on review of the legacy dataset. Milsoft Support not applicable.	\$15,000.00
1	Integration Configuration A Milsoft integration configured from FieldSyte to financial product Tyler Munis. Milsoft Support applicable.	\$10,000.00

Services Total: \$65,000.00

Training

Qty	Quoted Line Item	List Price	Contract Term	Price (1-Time)
1	Initial FieldSyte Staking Training Includes: three (3) days of initial on-site FieldSyte Staking training and up to three (3) hours of virtual follow-up training. Travel expenses included.			\$15,500.00
2	Training FieldSyte 3 Day On-site: Follow Up Includes: two (3) days of follow-up FieldSyte training. Travel expenses included.	\$12,000.00		\$24,000.00

Training Total: \$39,500.00

Non-Recurring Total: \$104,500.00

Recurring Annual Total: \$73,500.00

Total: \$178,000.00

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable, or as an addendum to Customer's current contract(s) with Milsoft.

Terms & Conditions - Services, General

Payment Terms

- Payment due in USD upon receipt of invoice
- 100% invoiced upon quote acceptance, unless otherwise specified in description

Price Exclusions

- Underlying Software solution/product, sold or subscribed separately.
- Any Customer-requested changes to the scope of work
- Support Program, if applicable as noted in description (e.g. for custom development)
 - Annual support at the rate of 20% of the retail price
 - Support invoiced separately upon installation; may be prorated to coordinate w/account renewals

Terms & Conditions – FieldSyte™ (powered by RC MapEngine™) - System or Add-ons -- Subscription

Subscription Term

- One (1) year initial term* unless otherwise specified on the face of this Quote.
- This contract shall become effective upon execution of this agreement. It shall remain in full force and effect with firm fixed bid prices for a period of twelve (12) months. Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to two (2) additional one (1) year terms [three (3) years total]. The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term, or any renewal term, the contract may be renewed month-to-month until a new contract is executed.
- *Ancillary FieldSyte products being added during an existing FieldSyte Subscription will be coordinated by proration and merging within the current term, unless otherwise specified.

Payment Terms

- Payment due in USD upon receipt of invoice
- Subscription fees invoiced monthly or annually, as preferred, in advance of applicable period.
 - Billing to commence upon quote acceptance, for the period commencing as of the 1st of the following calendar month.

Price Inclusion

- Configuration / Setup & Testing included in subscription fees; covered by initial invoicing pending go-live.
- Subscription includes Support Program.

Price Exclusion

- Underlying Milsoft® system required; sold or subscribed separately.

Terms & Conditions – Training - Lump Sum Package Pricing

Payment Terms

- Payment due in USD upon receipt of invoice
- 75% invoiced upon quote acceptance
- 25% invoiced upon completion of the training

Price Inclusion

- Trainers' travel costs, meals, lodging for onsite presentation, if applicable

Price Exclusions

- Customer-requested changes
- Software sold separately

IMPORTANT! Hardware and Operating System (OS) Requirements

Customer, before signing below, please check online at <http://milsoft.com/hardware-software-requirements> to ensure that you have current compatibility and the latest recommendations for optimum functionality of this and all Milsoft® software with your organization's computers and devices.

Account Name: College Station, City of

Date Signed: _____ PO# (If any): _____

Accepted By(signature): _____

Signer's Email: _____

Printed Name & Title: _____

Email for Invoicing: _____

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable, or as an addendum to Customer's current contract(s) with Milsoft.

Terms & Conditions - Services, General**Payment Terms**

- Payment due in USD upon receipt of invoice
- 100% invoiced upon quote acceptance, unless otherwise specified in description

Price Exclusions

- Underlying Software solution/product, sold or subscribed separately.
- Any Customer-requested changes to the scope of work
- Support Program, if applicable as noted in description (e.g. for custom development)
 - Annual support at the rate of 20% of the retail price
 - Support invoiced separately upon installation; may be prorated to coordinate w/account renewals

Terms & Conditions – FieldSyte™ (powered by RC MapEngine™) - System or Add-ons -- Subscription**Subscription Term**

- One (1) year initial term* unless otherwise specified on the face of this Quote.
- This contract shall become effective upon execution of this agreement. It shall remain in full force and effect with firm fixed bid prices for a period of twelve (12) months. Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to two (2) additional one (1) year terms [three (3) years total]. The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term, or any renewal term, the contract may be renewed month-to-month until a new contract is executed.
- *Ancillary FieldSyte products being added during an existing FieldSyte Subscription will be coordinated by proration and merging within the current term, unless otherwise specified.

Payment Terms

- Payment due in USD upon receipt of invoice
- Subscription fees invoiced monthly or annually, as preferred, in advance of applicable period.
 - Billing to commence upon quote acceptance, for the period commencing as of the 1st of the following calendar month.

Price Inclusion

- Configuration / Setup & Testing included in subscription fees; covered by initial invoicing pending go-live.
- Subscription includes Support Program.

Price Exclusion

- Underlying Milsoft® system required; sold or subscribed separately.

Terms & Conditions – Training - Lump Sum Package Pricing**Payment Terms**

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- 75% invoiced upon quote acceptance
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Price Inclusion

- Trainers' travel costs, meals, lodging for onsite presentation, if applicable

Price Exclusions

- Customer-requested changes
- Software sold separately



Tab D

Methodology



City of College Station

Design and Staking Software Implementation

RFP FieldSyte Electric Project Narrative Plan

Milsoft Utility Solutions proposes a comprehensive implementation plan for the FieldSyte™ Electric platform. This project will be executed in four structured phases: Initiation, Planning and Design, Implementation and Configuration, and Training, Go-Live, and Completion. Each phase ensures alignment with utility requirements, system readiness, and a seamless transition to production use.

A more detailed sample project plan outlining specific tasks, configurations, and milestones is also included to support planning and coordination efforts.

1. Initiation Phase

This phase begins with a formal project kickoff, during which Milsoft and the client utility will confirm project scope, timelines, stakeholder roles, and deliverables. This meeting sets the tone for communication, coordination, and progress tracking throughout the project.

2. Planning and Design Phase

This phase focuses on system readiness and backend integrations, laying the groundwork for a successful implementation.

System Setup

- Install and configure core components: Companion Premise/NEO Server, Staking Web Server, and setup of the Assembly Unit.
- Establish system connections with accounting vendors, and exchange credentials with billing providers (e.g., NISC).
- Verify packet exchanges and receive configuration exports from partners.

GIS Model Preparation

- Execute data cleanup scripts (e.g., snap lines, remove zero-length lines).
- Populate substation and feeder data.
- Consolidate and configure GIS and EQDB records, external table conversions, and script integrations.

Data Integration

- Retrieve and configure unit, model, and account data from client systems.
- Map accounting and GIS picklists.
- Integrate material and unit configuration sheets from accounting exports.

Client Enablement

- Train client staff on GIS unit changes.
- Finalize unit list configuration and prepare for downstream integration.

3. Implementation and Configuration Phase

In this phase, the system is configured for operational use, integrating stakeholder feedback and test results.

System Configuration

- Deploy staking sheets, configure users and profiles, and validate access.
- Set up construction crews, data indexing, permissions, and modules for archived and legacy jobs.
- Publish cloud map sets and confirm all mapping layers, including Bing.

Operational Testing

- Integrate with external tables and test end-to-end processes:
 - Staking to accounting
 - Staking to GIS (XML-based testing)
 - Web server imports and field mapping
- Validate data transmission of key electric system attributes (e.g., phasing, transformer details, consumer types).

System Validation

- Cleanup warnings/errors
- Confirm configuration alignment and data integrity across systems.

- Apply final configuration changes based on testing outcomes.

4. Training, Go-Live, and Completion Phase

Final preparation for production includes training, client review, and official launch.

Client Training & Review

- Conduct a review session with trainers and client stakeholders.
- Address any outstanding questions or issues.

Go-Live

- Deploy the production version of FieldSyte Electric.
- Provide final validation, monitor performance, and transition to operational support.

Conclusion

This structured and collaborative approach ensures a smooth rollout of Milsoft's FieldSyte platform, aligning technology, users, and workflows to meet the utility's operational goals. Milsoft's team will work closely with client personnel throughout all phases to ensure successful adoption and long-term value.

FieldSyte Electric Project Plan

At Risk	Task Name	Status	Assigned To	Start Date	End Date	% Complete	Duration	Predecessors
-	Electric Projects	Not Started				0%		
-	1. Initiation Phase	Not Started				0%		
	Project Kickoff for Electric Projects	Not Started				0%		
-	2. Planning and Design Phase	Not Started				0%		
	Assembly Unit Set Up and Config.	Not Started				0%		
	Install Companion Premise/NEO Server	Not Started				0%		
	Install Staking Web Server	Not Started				0%		
	Setup Connection with Accounting Vendor	Not Started				0%		
	Exchange credentials with Billing provider(NISC)	Not Started				0%		
	Verify Packet Exchange with Billing Vendor for Get All Methods	Not Started				0%		
	Receive Partner config export	Not Started				0%		
	GIS Model Pre-Reqs	Not Started				0%		
	Run Snap Lines to poles script	Not Started				0%		
	Fix Incorrect Coordinates	Not Started				0%		
	Run Find Zero Length lines and remove lines from model.	Not Started				0%		
	Run Script from FieldSyte™ to populate Sub and Feeder	Not Started				0%		
	Get GIS Unit and Model Data	Not Started				0%		
	GIS/EQDB Consolidation	Not Started				0%		
	GIS Scripts for Cleanup and Associations	Not Started				0%		
	Convert External Tables from Flat to Unit Tables	Not Started				0%		
	Get Account Unit list from Customer or via Web Service Get All Call	Not Started				0%		
	Get picklist information from Accounting	Not Started				0%		
	Configure GIS and Accounting Picklists	Not Started				0%		
	Client Assembly Unit Clean Up if necessary	Not Started				0%		
	Configure materialItems and assemblyExplosion sheets from accounting	Not Started				0%		
	Configure Official Unit Sheet from Partner config export	Not Started				0%		
	Train Client on GIS Unit Changes	Not Started				0%		
	Configure changes (if any) that come from combined unit list	Not Started				0%		
	3. Implementation and Configuration Phase	Not Started				0%		
	Drop default staking sheets in place and configure	Not Started				0%		
	Setup users and profiles	Not Started				0%		
	Validate users can log in	Not Started				0%		
	Configure construction crew if needed	Not Started				0%		
	Configure Search Index for project stages	Not Started				0%		
	Add Standard Data Type Query	Not Started				0%		
	Vehicle and device locations showing for Electric Projects	Not Started				0%		
	Guys and Anchors configured and tested	Not Started				0%		
	Changeouts configured and tested	Not Started				0%		
	Cleanup validation errors and warnings	Not Started				0%		
	Map unit variables	Not Started				0%		
	Configure Archived Jobs Module	Not Started				0%		
	Configure permissions	Not Started				0%		
	Configure Legacy Jobs Module if Partner	Not Started				0%		
	Cloud mapset update and publish	Not Started				0%		
	Confirm all layers (including Bing with Bing key)	Not Started				0%		

Configure external tables to show in FS	Not Started					0%		
Test Staking to Accounting	Not Started					0%		
End Point to End Point Testing	Not Started					0%		
Receive Work Order from Accounting	Not Started					0%		
Check Assembly Unit Config is correct in XML Packet	Not Started					0%		
Header Fields are sent and received	Not Started					0%		
Test Staking to GIS XML	Not Started					0%		
Receive Project from Staking via Web Server	Not Started					0%		
Configure external table field mappings on Web Server	Not Started					0%		
External Table Fields Populate	Not Started					0%		
Import Options import in correctly from Web Server(Import Options on Web Server Set Up)	Not Started					0%		
Assemblies associate the correct element based off of EQDB Value	Not Started					0%		
Phasing Received	Not Started					0%		
Trans Winding Connection and Voltage Received	Not Started					0%		
Consumer Type Received	Not Started					0%		
Line Lengths Received	Not Started					0%		
Trans Size Received	Not Started					0%		
Protective Device Type and Device Received	Not Started					0%		
Map Point Type	Not Started					0%		
FieldSyte config changes from testing	Not Started					0%		
4. Training, Go-Live and Completion Phase	Not Started					0%		
Review with trainer	Not Started					0%		
Final Deployment Review with Client	Not Started					0%		
Go Live	Not Started					0%		



City of College Station
Design and Staking Software Implementation RFP
Progress Reporting and Communication

Milsoft assigns a dedicated project manager to each implementation who will work closely with the City of College Station to ensure ongoing visibility into the status of the project. Throughout the engagement, the project manager will maintain regular communication with designated City staff and provide timely progress updates tailored to the City's preferred format and frequency. This includes tracking milestones, identifying any issues or risks, and ensuring alignment at each stage of the project. The project manager will serve as the central point of contact, coordinating efforts across teams and facilitating clear, consistent communication from planning through go-live and beyond. Milsoft is committed to a collaborative and transparent implementation process, and we will work closely with the City to ensure progress reporting meets your needs throughout the duration of the project.



Tab E

Software Requirements



Hardware and Software Requirements

Document Version 66

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Milsoft Policy: *Supported* Microsoft® OS and SQL Versions

Milsoft has a policy that we will only support the use of our software with the versions of Microsoft® OS and SQL products currently listed under Microsoft's official schedule of "Mainstream Support." Please note that when Milsoft discontinues support in relation to a particular version of Microsoft® Product, this does not necessarily require your organization to update your Microsoft® products in order to continue to receive upgrades of Milsoft software; however, Milsoft will no longer develop or test for interoperability of our software with outdated Microsoft® products that are beyond their "Mainstream Support" window. The customer will assume all risk associated with a Milsoft upgrade or installation while using unsupported Microsoft® products. If problems arise from relying upon an unsupported product, Milsoft may ask you to upgrade to current Microsoft® products in their "Mainstream Support" or roll back to an earlier version of our software to be compatible. Your utility is therefore encouraged to proactively upgrade all your Microsoft® products and servers to the latest available version as practicable to maintain seamless interoperability with our software.

To verify the dates listed in this document; you can search the dates that Microsoft® has listed for Mainstream Support (on the Microsoft® Website at <https://support.microsoft.com/en-us/lifecycle/search>).

- OS: Milsoft has ended support for interoperability of our Core E&O software with **Windows Server® 2019 Standard** as of **January 9, 2024**, with the end of mainstream support from Microsoft®.
- SQL: Milsoft will end support for interoperability of our Core E&O software with **SQL Server® 2019** on **February 28, 2025**, with the scheduled end of mainstream support from Microsoft®.

Special Note about Compatibility with 2012 R2 OS/SQL:

Customers with an existing Milsoft Outage Management System that use the Public Web Outage Viewer™ (WOV) software **cannot** upgrade past version 8.7.34.5060 if they are still using Microsoft® SQL Server® 2012 R2 to host their DisSPatchSQL database, or if their WOV is installed on a Windows Server® 2012 R2 machine. There are known compatibility problems with SQL Server® 2012 R2 and Windows Server® 2012 R2. The new WOV requires a newer version SQL/OS to function correctly.

Customers with an existing Milsoft Outage Management System that uses any licensed product, including but not limited to DisSPatch Server, WindMil, WindMil Maps, Background Maps, or LightTable, cannot upgrade past version 8.7.64.10045 if they are still using Microsoft® Server 2012 or Microsoft® Server 2012 R2.

Microsoft® ended all support for SQL Server® 2012 R2 on July 12, 2022 and for Windows Server® 2012 R2 on October 10, 2023. With the end of that support, Microsoft® will no longer publish security updates. It is highly recommended to upgrade to the latest Windows Server® and SQL Server® versions to avoid vulnerabilities and prevent delays in Milsoft® software upgrades.

Trademark Acknowledgements

Product names and companies mentioned in this document, including Microsoft, Microsoft Windows, Microsoft SQL Server, Microsoft Windows Media Player, Microsoft Office, Azure, Microsoft Edge, Windows Hello, IBM, Power9, Intel, Intel Xeon, Intel Core i3, Intel Core i5, Intel Core i7, Partner Hub, VMware vSphere, Apple, Apple iPad Pro, iOS, Esri ArcMap, Dell R630, Google Chrome, Mozilla Firefox, Opera, Adobe, Adobe Acrobat Reader, Envision, Java, Apache Tomcat, MongoDB, and MonetDB, are all trademarks, ® or ™, belonging to their respective companies. Milsoft refers to these marks in the following pages and throughout this document in terms of nominative fair use and is in no way making any claim of ownership, endorsement, or affiliation.

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Requirements for Milsoft® Core Engineering and Operations (E&O) Systems

Core E&O System Configuration Guidelines

The number and configuration of your Milsoft® server or servers depend on which products you own and the size of your utility. We use the acronyms "EA" "GIS" and "OMS" to mean our **E**ngineering **A**nalysis software (WindMil® / LightTable®), our **G**eographic **I**nformation **S**ystem software (WindMilMap®), and **O**utage **M**anagement **S**ystem software (DisSPatch®, Calls Manager™, Crew Manager™, Reports™, Web Outage Viewer™), respectively. Use the following guidelines to help determine what servers you need, and which requirements you need to follow.

When determining the size of your utility, please consider any potential for significant growth over the expected lifetime of the server that could impact the number of elements in your electrical model. Small utilities are defined as having fewer than 100,000 elements in their engineering model (*.wm model), including map points —poles, pads, pedestals, etc. Medium utilities are defined as having from 100,000 to 650,000 elements in their engineering model. Large utilities are defined as having 650,001 or more elements in their engineering model. If you are unsure how many elements your engineering model has, we can help you determine that information.

Ultimately, we want to ensure that even when the system is heavily used, there are no bottlenecks for system resources that might prevent efficient use of the system as a whole. Our goal is for your utility to have a good experience with your purchased Milsoft software - and the first step is ensuring that you have adequate infrastructure to run the server-side software. Please use the table on the following page to determine how many servers your utility will need.

Milsoft recommends keeping Windows up to date. Windows updates can help keep your system secure, stable, and running efficiently. Even if you have anti-virus or anti-malware software, it's still important to install security updates as soon as they become available.

Core E&O System Configuration Guidelines (Continued)

Virtual Machines vs Physical Hardware

Physical Hardware Servers have been found to perform slightly better than Virtual Machines with the same resources. Plan to allocate 110% to 125% of the CPU resources and 105% - 110% of the disk resources required by a physical hardware solution to the virtual machines used for the solution. By configuring the virtual machine with additional resources, you will ensure that it can provide performance on par with physical hardware while accommodating any overhead required by virtualization technology. Additionally, we recommend that resources be **dedicated** with **high priority** and not dynamically assigned to the virtual machine. Dynamic resources may not be immediately available when the software needs them in a busy server environment, impacting performance.

Small Utilities - Use this chart if your model has less than 100,000 elements. Most small utilities can fit all Milsoft® applications on a single server.

Server → ↓ Software	Server 1 (pg. 7/8) (SQL/Application Server)	Server 2 (pg. 9) (Application Server)	Server 3 (pg. 10) (Application Server)	Server 4 (pg. 11) (DMZ Server)
EA or GIS	SQL Single Instance /EA/GIS Server Required			
OMS	SQL Single Instance /OMS Server Required			WOV Server Recommended
EA + OMS	SQL Single Instance /EA/OMS Server Required		EA Server Optional	WOV Server Recommended
EA + GIS + OMS	SQL Single Instance /EA/GIS/OMS Server Required	OMS Server Recommended	EA/GIS Server Optional	WOV Server Recommended

Medium Utilities - Use this chart if your model has between 100,000 and 650,000 elements.

Server → ↓ Software	Server 1 (pg. 7/8) (SQL/Application Server)	Server 2 (pg. 9) (Application Server)	Server 3 (pg. 10) (Application Server)	Server 4 (pg. 11) (DMZ Server)
EA or GIS	SQL Single Instance /EA/GIS Server Required		EA/GIS Server Recommended	
OMS	SQL Single Instance /OMS Server Required	OMS Server Recommended		WOV Server Recommended
EA + OMS	SQL Single Instance /EA Server Required	OMS Server Required	EA Server Optional	WOV Server Recommended
EA + GIS + OMS	SQL Single Instance /EA/GIS Server Required	OMS Server Required	EA/GIS Server Optional	WOV Server Recommended

Large Utilities - If you have 650,001 or more elements in your model, we consider you to be a large utility. Milsoft will work with you to individually tailor a server configuration for optimal speed. Use the following as an initial guideline.

Server → ↓ Software	Server 1 (pg. 7/8) (Dedicated SQL Server)	Server 2 (pg. 9) (Application Server)	Server 3 (pg. 10) (Application Server)	Server 4 (pg. 11) (DMZ Server)
EA or GIS	SQL Single Instance Server Required		EA/GIS Server Required	
OMS	SQL Single Instance Server Required	OMS Server Required		WOV Server Recommended
EA + OMS	SQL Single Instance Server Required	OMS Server Required	EA Server Required	WOV Server Recommended
EA + GIS + OMS	SQL Single Instance Server Required	OMS Server Required	EA/GIS Server Required	WOV Server Recommended

Test Systems - If you have one or more test systems for Milsoft software, use the following as a guide.

Server → ↓ Software	Server 1 (pg. 7/8) (SQL/Application Server)	Server 2 (pg. 9) (Application Server)	Server 3 (pg. 10) (Application Server)	Server 4 (pg. 11) (DMZ Server)
Option 1, use Prod SQL	n/a [<i>Use Production SQL for Test DB</i>]	Test Application Server		
Option 2, Single Server	All-in-one Test Server with SQL Single Instance			
Option 3, Like Prod	Use same number of servers as the Production Environment			

Single Server (Small Utilities)

For most small utilities, this single server will host all of the Milsoft® server applications. Recommendations are based on internal benchmarking and stress tests performed at customer locations.

	Minimum	Recommended
CPU	8-Core Intel® Xeon® processor, 2.0GHz or higher Haswell architecture or newer.	12-Core Intel® Xeon® processor, 3.0GHz or higher
RAM	16GB RAM	32GB RAM or higher
Logical Drives	OS Logical Drive, 80GB Application/DB Logical Drive, 100GB SQL Logs Logical Drive, 40GB - Actual required space depends on the size of your model and databases. - We recommend a RAID1 or better for physical servers.	OS Logical Drive, 160GB Application/DB Logical Drive, 200GB SQL Logs Logical Drive, 80GB We recommend SSD for optimal performance.
Network Connection	1 Gbps network connection	
Operating System	Windows Server® 2019 Standard	Windows Server® 2022 Standard
SQL Version	SQL Server® 2019 Standard - Core License OMS customers must use Core Licensing. SQL Server Express® might be an option for some EA or GIS customers, but it has limitations on processor, memory, and database size. We do not test using the Express version; therefore, customers who opt to use SQL Express do so at their own risk/discretion. Please note that if the limitations of SQL Server Express are exceeded, you will need to change your installation to SQL Server Standard.	SQL Server® 2022 Standard - Core License
Other Requirements	.NET 4.7.2 (or above) .NET 3.5 Service Pack 1 If this server hosts the Public Web Outage Viewer: Version 24.1 or newer - .NET 8 (x64) Version 22.1-23.2 - .NET 6 (x64) Prior to Version 22.1 - .NET Core 3.1 Internet Information Services (IIS) Due to port conflicts, Milsoft® Field Engineering™ (FE) or Partner® Hub™ should not be installed on the same server as the Milsoft EA/GIS system. The server name must be alphanumeric characters (A-Z,a-z,0-9) only. The only other character allowed is a hyphen (-). The name must not be only numeric. We strongly recommend running the Rights Management System (RMS) on your OMS server. If this server is used for hosting the RMS, it will need to have port 5093 available to both Milsoft server components and client machines. It must also be able to communicate with the Milsoft licensing endpoint, at https://milsoft.prod.sentinelcloud.com/ . SQL Database Replication requires SQL Server 2016+. The feature can be installed on the same SQL Server Instance as the default DisSPatchSQL database, as a new instance on the same server, or as a separate server altogether.	

Notes for Virtual Machines

For Virtual Machines, we currently test using VMware® vSphere™ 7+.

- Resources such as CPU and RAM must be **reserved**, not just **allocated**. Customers who have only allocated resources on the host machine have seen significant problems occur.
- Fixed-size disks are recommended over **Dynamically Expanding Disks**, as this can cause resource allocation issues in a shared server environment where other VMs exist on a single Server.

SQL/Application Server (Server 1)

The SQL/Application Server hosts the Microsoft® SQL Server® instance for the DisSPatchSQL database (OMS) and/or ExternalTables database (EA/GIS). For most medium utilities, this will host the SQL Server instance, and a second server will host either the EA/GIS or OMS software.

	Minimum	Recommended
CPU	8-Core Intel® Xeon® processor, 2.6GHz or higher Haswell architecture or newer.	12-Core Intel® Xeon® processor, 3.0GHz or higher
RAM	16GB RAM	32GB RAM or higher
Logical Drives	OS Logical Drive, 80GB Application/DB Logical Drive, 100GB SQL Logs Logical Drive, 40GB - Actual required space depends on the size of your model and databases. - We recommend a RAID1 or better for physical servers.	OS Logical Drive, 160GB Application/DB Logical Drive, 200GB SQL Logs Logical Drive, 80GB We recommend SSD for optimal performance.
Network Connection	1 Gbps network connection	
Operating System	Windows Server® 2022 Standard	Windows Server® 2022 Standard
SQL Version	SQL Server® 2019 Standard - Core License (supportable through 02/2025) OMS customers must use Core Licensing. SQL Server Express® might be an option for some EA or GIS customers, but it has processor, memory, and database size limitations. We do not test using the Express version; therefore, customers who opt to use SQL Express do so at their own risk/discretion. Please note that if the limitations of SQL Server Express are exceeded, you will need to change your installation to SQL Server Standard.	SQL Server® 2022 Standard - Core License
Other Requirements	.NET Framework 4.7.2+ .NET Framework 3.5 Service Pack 1 .NET 8 Due to port conflicts, Milsoft® Field Engineering™ (FE) or Partner® Hub™ should not be installed on the same server as the Milsoft EA/GIS system. The server name must be alphanumeric characters (A-Z,a-z,0-9) only. The only other character allowed is a hyphen (-). The name must not be only numeric. We strongly recommend running the Rights Management System (RMS) on your OMS server. If this server is used for hosting the RMS, it must have port 5093 available to both Milsoft server components and client machines. It must also be able to communicate with the Milsoft licensing endpoint at https://milsoft.prod.sentinelcloud.com/ . SQL Database Replication requires SQL Server 2016+. The feature can be installed on the same SQL Server Instance as the default DisSPatchSQL database, as a new instance on the same server, or as a separate server altogether. Milsoft's software installers require the ability to execute remote signed PowerShell scripts. Group Policy settings for PowerShell require RemoteSigned execution policy for the user executing installation.	

Notes for Virtual Machines

For Virtual Machines, we currently test using VMware® vSphere™ 7+.

- Resources such as CPU and RAM must be **reserved** and set to **High Priority**, not just **allocated**. Customers who have only allocated resources on the host machine have seen significant problems occur.
- Fixed-size disks are recommended over **Dynamically Expanding Disks**, as this can cause resource allocation issues in a shared server environment where other VMs exist on a single Server.

OMS Application Server (Server 2)

If your utility needs to dedicate a machine for the OMS Application Server, please follow the specifications below.

	Minimum	Recommended
CPU	4-Core Intel® Xeon® processor, 2.6GHz or higher Haswell architecture or newer.	8-Core Intel® Xeon® processor, 3.0GHz or higher
RAM	16GB RAM	32GB RAM
Logical Drives	OS Logical Drive, 80GB Application Logical Drive, 100GB - Actual required space depends on the size of your model and databases. - We recommend a RAID1 or better for physical servers.	OS Logical Drive, 160GB Application Logical Drive, 200GB We recommend SSD for optimal performance.
Network Connection	1 Gbps network connection	
Operating System	Windows Server® 2022 Standard	Windows Server® 2022 Standard
Other Requirements	.NET 4.7.2 (or above) .NET 3.5 Service Pack 1 If this server hosts the Public Web Outage Viewer: Version 24.1 or newer - .NET 8 (x64) Version 22.1-23.2 - .NET 6 (x64) Prior to Version 22.1 - .NET Core 3.1 Internet Information Services (IIS) Milsoft Service Manager requires Firefox or any Chromium-based browser such as Chrome or Edge. The server name must be alphanumeric characters (A-Z,a-z,0-9) only. The only other character allowed is a hyphen (-). The name must not be only numeric. We strongly recommend running the Rights Management System (RMS) on your OMS server. If the OMS server is used it will need to have port 5093 available for both Milsoft server components and client machines. It must also be able to communicate with the Milsoft licensing endpoint at https://milsoft.prod.sentinelcloud.com/ . Milsoft's software installers require the ability to execute remote signed PowerShell scripts. Group Policy settings for PowerShell require RemoteSigned execution policy for the user executing installation.	
Notes for Virtual Machines	For Virtual Machines, we currently test using VMware® vSphere™ 7+. - Resources such as CPU and RAM must be reserved and set to High Priority, not just allocated. Customers who have only allocated resources on the host machine have seen significant problems occur. - Fixed-size disks are recommended over Dynamically Expanding Disks, as this can cause resource allocation issues in a shared server environment where other VMs exist on a single Server.	

EA/GIS Application Server (Server 3)

If your utility needs to dedicate a machine as an EA Application Server or EA/GIS Application Server, please follow the specifications below.

	Minimum	Recommended
CPU	4-Core Intel® Xeon® processor, 2.6GHz or higher Haswell architecture or newer.	4-Core Intel® Xeon® processor, 3.0GHz or higher
RAM	16GB RAM	32GB RAM
Logical Drives	OS Logical Drive, 80GB Application Logical Drive, 100GB - Actual required space depends on the size of your model and databases. - We recommend a RAID1 or better for physical servers.	OS Logical Drive, 160GB Application Logical Drive, 200GB We recommend SSD for optimal performance.
Network Connection	1 Gbps network connection	
Operating System	Windows Server® 2022 Standard	Windows Server® 2022 Standard
Other Requirements	.NET Framework 4.7.2+ .NET Framework 3.5 Service Pack 1 .NET 8 Due to port conflicts, Milsoft® Field Engineering™ (FE) or Partner® Hub™ should not be installed on the same server as the Milsoft EA/GIS system. The server name must be alphanumeric characters (A-Z,a-z,0-9) only. The only other character allowed is a hyphen (-). The name must not be only numeric. We strongly recommend running the Rights Management System (RMS) on your OMS server. For utilities that do not have OMS, this server can be used to host the RMS. EA/GIS servers used for this purpose will need to have port 5093 available to Milsoft server components and client machines. It must also be able to communicate with the Milsoft licensing endpoint at https://milsoft.prod.sentinelcloud.com/ . Milsoft's software installers require the ability to execute remote signed PowerShell scripts. Group Policy settings for PowerShell require RemoteSigned execution policy for the user executing installation.	
Notes for Virtual Machines	For Virtual Machines, we currently test using VMware® vSphere™ 7+. - Resources such as CPU and RAM must be reserved and set to High Priority, not just allocated. Customers who have only allocated resources on the host machine have seen significant problems occur. - Fixed-size disks are recommended over Dynamically Expanding Disks, as this can cause resource allocation issues in a shared server environment where other VMs exist on a single Server.	

DMZ Server (Server 4) - Web Outage Viewer™ (WOV)

The server hosting the Public Web Outage Viewer™ (WOV) application is typically separated from the main network and placed on a DMZ zone, thereby limiting exposure to requests from those seeking outage information from the Web Outage Viewer application. These requirements can also be used to create a server for any component that a utility wishes to run apart from an internal server, such as a single integration server. If additional software (such as other web hosting software) is installed on the machine, we recommend increasing the resources for the server.

	Minimum	Recommended
CPU	4-Core Intel® Xeon® processor, 2.6GHz or higher Haswell architecture or newer.	4-Core Intel® Xeon® processor, 3.0GHz or higher
RAM	8GB RAM	16GB RAM or higher
Logical Drives	OS Logical Drive, 80GB Application Logical Drive, 100GB - Actual required space depends on the size of your model and databases, and if the DMZ server hosts any other applications. - We recommend a RAID1 or better for physical servers.	OS Logical Drive, 160GB Application Logical Drive, 200GB We recommend SSD for optimal performance.
Network Connection	1 Gbps network connection	Separate network cards for external traffic, and for traffic back to your internal network
Operating System	Windows Server® 2022 Standard	Windows Server® 2022 Standard
Other Requirements	.NET 4.7.2 (or above) .NET 3.5 Service Pack 1 If this server hosts the Public Web Outage Viewer: Version 24.1 or newer - .NET 8 (x64) Version 22.1-23.2 - .NET 6 (x64) Prior to Version 22.1 - .NET Core 3.1 Internet Information Services (IIS) The server name can only be alphanumeric characters (A-Z,a-z,0-9). The only other character allowed is a hyphen (-). The name must not be only numeric. We strongly recommend running the RMS on your OMS server (or EA/GIS server for customers who do not have OMS). However, this server can be used to host the Rights Management System (RMS). If it is used for this purpose, it will need to have port 5093 available to Milsoft server components and client machines. It must also be able to communicate with the Milsoft licensing endpoint at https://milsoft.prod.sentinelcloud.com/ . Milsoft's software installers require the ability to execute remote signed PowerShell scripts. Group Policy settings for PowerShell require RemoteSigned execution policy for the user executing installation.	
Notes for Virtual Machines	For Virtual Machines, we currently test using VMware® vSphere™ 7+. - Resources such as CPU and RAM must be reserved and set to High Priority, not just allocated. Customers who have only allocated resources on the host machine have seen significant problems occur. - Fixed-size disks are recommended over Dynamically Expanding Disks, as this can cause resource allocation issues in a shared server environment where other VMs exist on a single Server.	

Licensing Server

For Enterprise customers, the Milsoft® Rights Management System (RMS) can run on any of your other Milsoft servers. We strongly recommend running the RMS on your OMS server (or EA/GIS server for customers who do not have OMS). However, if your utility needs to host the RMS on a separate server, you can use the following guide to ensure it has the minimum specifications.

For Stand-Alone WindMil® and LightTable® customers, the RMS should be deployed in a location that all of the client machines can access. Please use the minimum specifications below to find an adequate client or server machine on which to deploy the RMS.

	Minimum
CPU	1.0 GHz processor, or 1 vCPU
RAM	1GB RAM
Drive Space	Minimum available space: 150MB. We recommend approximately 1GB available space for the collection of log and usage data.
Network Connection	The RMS on Port 5093 must be able to communicate bidirectionally with Milsoft server components and any EA (WindMil® and LightTable®) and GIS (WindMilMap®) client machines. DisSPatch® clients must also be able to reach it, if they are using Streaming LandBase capabilities. The Sentinel Cloud Plugin (SCP) requires bidirectional communication with the Milsoft Licensing endpoint at https://milsoft.prod.sentinelcloud.com/ across port 443.
Operating System	A wide variety of Windows® Operating Systems will work for running the RMS. However, we recommend the following: • Windows® 10 22H2 or above • Windows Server® 2022
Other Requirements	The server name must be alphanumeric characters (A-Z,a-z,0-9) only. The only other character allowed is a hyphen (-). The name must not be only numeric. Support for TLS 1.2. We do not allow TLS 1.0.

Client Machine(s)

The following specifications should be used for a client machine running WindMilMap®:

	Minimum	Recommended
CPU	Intel® Core™ i7 processor, 4-Core, 2.2GHz or higher	Intel® Core™ i9 processor, 4-Core, 3.0GHz or higher
RAM	16GB RAM	32GB RAM or higher
Logical Drives	OS Logical Drive, 80GB Application Logical Drive, 100GB Actual required space depends on the size of your model and databases, and how many other applications are installed on the client machine.	OS Logical Drive, 160GB Application Logical Drive, 200GB We recommend SSD for optimal performance.
Network Connection	100 Mbps network connection	1 Gbps or higher network connection
Displays	Single Monitor / Dual Monitor, 1024x768 or greater screen resolution when running DisSPatch®	
Operating System	Windows® 10 (64-bit)	Windows® 11 (64-bit)
Licensing Requirements	For client licensing, you will need to access the installed Milsoft Rights Management System (RMS) software on Port 5093. We strongly recommend running the RMS on your OMS server (or EA/GIS server for customers who do not have OMS). However, if required, a WindMilMap client machine could run the RMS application. If a client does run the RMS, it will need to be accessible by all client applications on Port 5093. Additionally, the RMS requires the ability to connect to the Milsoft Licensing endpoint at https://milsoft.prod.sentinelcloud.com/ .	
Other Requirements	.NET 4.7.2 (or above) .NET 3.5 Service Pack 1 Esri® ArcMap® is required for WindMilMap to operate. The client machine must also meet minimum specifications as defined by Esri. Milsoft client machines can only connect to a single Milsoft Core E&O instance. Switching a client between Production and non-Production environments requires uninstalling the software from the client and installing it using the installer files of the other system. There is no visual distinction between environments when logged in to the software, so ensure that machines that connect to Production and non-Production environments are clearly identified to your users.	
ESRI Version	Esri ArcMap 10.8.2 on 21.0.18.11956 or newer Esri ArcMap 10.8.1 on 8.7.53.8200 through 21.0.17.11875 Esri ArcMap 10.7.1 on 8.7.33.4890 through 8.7.48.48.7591 Esri ArcMap 10.6.1 on 8.7.23.2358 through 8.7.31.3930 Esri ArcMap 10.5.1 on 8.7.7.10591 through 8.7.20.2086 Esri ArcMap 10.4.1 on 8.6.6.9756 through 8.7.5.10366 Esri ArcMap 10.3.1 on 8.2.0.7807 through 8.6.5.9539 Esri ArcMap 10.2.2 on 8.2.0.5122 through 8.2.0.7373 Esri ArcMap 10.2 on 8.2.0.4968 or older Small Utility Enterprise License Agreement http://www.esri.com/industries/ela/suela	

Benchmarking

In-house benchmarking was performed in a controlled environment to set minimum and recommended hardware standards for running Milsoft Software efficiently. Running additional software/ processes on the same server or VM as the Milsoft Applications can reduce the efficiency of the Milsoft Applications during a major event, causing delays in predicting outages, processing calls, and even working outages from client machines. It is recommended that no additional software be installed on a server intended for Milsoft Applications; this includes using the SQL instance for other (non-Milsoft related) databases/queries, as Milsoft's products rely on SQL to function.

Through these benchmarking tests, it has been observed that the CPU plays a significant role in the processing operations of Milsoft's Core E&O product. As a result, the recommendations for CPU on the **SQL/Application Server (Server 1)** and **Single Server (Small Utilities)** are higher to accommodate efficient and timely processing of SQL queries while leaving enough resources for the Core E&O software to function.

Benchmarking Results:

DisSPatch Predictor— The predictor was tested in a Virtual Machine (VM) configured as a Single Server using a Standard Data Set. The times below show how long the DisSPatch Predictor processes 6,000 new calls and predicts the resulting outages.

(4 Core CPU 32 GB RAM)	(6 Core CPU 32 GB RAM)	(8 Core CPU 32 GB RAM)	(12 Core CPU 32 GB RAM)
1m 6.39s (66.39s) [90.37 Calls Per Second]	51.45s [116.62 Calls Per Second]	37.19s [161.33 Calls Per Second]	35.82s [167.50 Calls Per Second]

DisSPatch— DisSPatch was tested in a Virtual Machine (VM) configured as a Single Server using a Standard Data Set. The times below show how long DisSPatch rendered and displayed outages from 6,000 new calls.

(4 Core CPU 32 GB RAM)	(6 Core CPU 32 GB RAM)	(8 Core CPU 32 GB RAM)	(12 Core CPU 32 GB RAM)
1m 25.18s (85.18s)	1m 24.77s (84.77s)	1m 10.08s (70.08s)	1m 9.29s (69.29s)

Operations Data Service— The ODS was tested in a Virtual Machine (VM) configured as a Single Server using a Standard Data Set. The times below show how long it took to process 3,000 new calls and 3,000 callbacks through subscribed outbound notifications.

(4 Core CPU 32 GB RAM)	(6 Core CPU 32 GB RAM)	(8 Core CPU 32 GB RAM)	(12 Core CPU 32 GB RAM)
1m 33.43s (93.43s)	1m 20.29s (80.29s)	1m 20.46s (80.46s)	1m 12.43s (72.43s)

Stress Test Results:

The following results were recorded at three customer sites as they worked with Milsoft to configure their server environments. A stress test was run on the Milsoft application, and readings were taken from SQL at specific intervals. These were the best-recorded results from each customer.

	CPU Core(s) on SQL Server	Events Per Second Processed
Customer 1 (Single Server)	12	7.5400
Customer 2 (Multi-Server)	16	8.029
Customer 3 (Multi-Server)	32	15.91666

Requirements for Milsoft® Communications Platform

Communications Platform Configuration Guidelines

The number and configuration of your Milsoft Communications™ server or servers depend on how many phone lines your Milsoft IVR™ is configured to use, whether or not your Milsoft IVR system accepts payments, and whether or not your Communications Server accepts inbound texts using Milsoft's texting solution.

Please note that Milsoft normally supplies a Dell® R640™ for a physical on-site IVR server if your IVR configuration requires physical telephony, but we are also able to deploy our software to a virtual machine (VM) provided by your utility if it meets our minimum system requirements.

- If other non-Milsoft applications are running on the server, the server must have additional resources with which to operate. Milsoft applications and services must have reserved resources that meet the minimum Hardware Specifications.
- For Milsoft IVR systems processing credit card payments, the server on which the Milsoft IVR Engine™ resides is in scope for Payment Card Industry Data Security Standard (PCI-DSS) regulations and must reside in a PCI compliant network. Also, they may not share infrastructure with Milsoft Core E&O or any other systems. See Milsoft's PCI SSS Documentation for more information.
- For Milsoft IVR systems processing credit card payments and accepting inbound texts, the BLS™ that will receive inbound texts must be installed on a server separate from the IVR Engine™ that transmits payment data. A separate Server/VM for a BLS (text receiver) is required for PCI (credit card processing) compliance. If your utility processes eChecks only and accepts no credit card payments, this requirement for a separate server to handle texting would not apply.

Communications Platform Common Configurations

IVR – 24 lines or less

Use this chart if your utility has a Milsoft IVR solution, 24 lines or less.

Server → ↓ Functionality	Server 1 (pg. 19) (SQL/Application Server)	Server 2 (pg. 20) (IVR/BLS Server)	Server 3 (pg. 21) (BLS Server)
IVR	SQL/BLS/IVR Server Required		
IVR + CC Payments	SQL/BLS/IVR Server Required		
IVR + Two-way Texting	SQL/BLS/IVR Server Required		BLS Server Recommended
IVR + CC Payments + Two-way Texting	SQL/BLS/IVR Server Required		BLS Server Required

NOTE: The Milsoft communications software does not support in-place OS or SQL upgrades. Please contact Milsoft support if a server upgrade or migration is required.

Communications Platform Common Configurations (Continued)

IVR – 25 lines or greater

Use this chart if your utility has a Milsoft IVR™ solution, 25 lines or greater.

Server → ↓ Functionality	Server 1 (pg. 19) (Dedicated SQL Server)	Server 2 (pg. 20) (IVR/BLS Server)	Server 3 (pg. 21) (BLS Server)
IVR	SQL Server Required	IVR/BLS Server Required	
IVR + CC Payments	SQL Server Required	IVR/BLS Server Required	
IVR + Two-way Texting	SQL Server Required	IVR/BLS Server Required	BLS Server Recommended
IVR + CC Payments + Two-way Texting	SQL Server Required	IVR/BLS Server Required	BLS Server Required

Communications Platform – No Phone Calls

Use this chart if your utility does not use IVR for phone calls, but does have another communications software, such as Milsoft Personnel Notifications™ (MPN), Milsoft Customer Outage Alerts™ (MCOA), or Two-way Texting™. In this case, the SQL Server does not have to be dedicated, but a SQL instance is needed for the database.

Server → ↓ Functionality	Server 1 (pg. 19) (SQL Server)	Server 2 (pg. 20) (IVR/BLS Server)	Server 3 (pg. 21) (BLS Server)
MPN Only	SQL Server Required		BLS Server Required
MPN + MCOA	SQL Server Required		BLS Server Required
MPN + MCOA + Two-way Texting	SQL Server Required		BLS Server Required
MCOA Only	SQL Server Required		BLS Server Required
MCOA + Two-way Texting	SQL Server Required		BLS Server Required

NOTE: The Milsoft communications software does not support in-place OS or SQL upgrades. Please contact Milsoft support if a server upgrade or migration is required.

SQL/Application Server (Server 1)

These requirements can apply to a physical or virtual server. If your utility has a Milsoft® Core E&O system, or, if other non-Milsoft IVR databases are utilizing the same database server, be aware that issues with or maintenance to SQL Server may cause the IVR to be inoperable and unable to process phone calls.

		Recommended
CPU	For a Physical Server: 4-Core Intel® Xeon® Silver processor, 2.6GHz or higher Haswell architecture or newer. For a VM: 24 Lines or Less requires 2 vCPU 25 Lines or Greater requires 4 vCPU	For a Physical Server: 4-Core Intel® Xeon® processor, 3.0GHz or higher For a VM: 4 vCPU is recommended
RAM	8GB RAM	16GB RAM or higher
Logical Drives	OS Logical Drive, 80GB Application/DB Logical Drive, 100GB SQL Logs Logical Drive, 40GB We recommend a RAID1 or better for physical servers.	OS Logical Drive, 160GB Application/DB Logical Drive, 200GB SQL Logs Logical Drive, 80GB We recommend SSD for optimal performance.
Network Connection	1 Gbps network connection	
Operating System	Windows Server® 2016 Standard Server 2016 is only supported for IVR V46 and higher.	Windows Server® 2022 Standard Server 2022 is only supported for IVR V22.51 and higher.
SQL Version	SQL Server® 2016 Service Pack	SQL Server® 2022 Standard - Core License SQL Server 2022 is only supported for IVR V22.51 and higher.
Other Requirements	The server name must be alphanumeric characters (A-Z,a-z,0-9) only. The only other character allowed is a hyphen (-). Version 22.51 .NET 4.7.2 Version 23.52 .NET 4.8	
Notes for Virtual Machines	For Virtual Machines, we currently test using VMware® vSphere™ 7+. Resources such as CPU and RAM must be reserved, not just allocated. Customers who have only allocated resources on the host machine have seen significant problems occur.	

NOTE: The Milsoft communications software does not support in-place OS or SQL upgrades. Please contact Milsoft support if a server upgrade or migration is required.

IVR / BLS™ Server (Server 2)

At 25 lines or greater, the Milsoft IVR™ system needs to be split between two servers. This second server will be used for the IVR and the BLS™. If the IVR system is going to take credit card payments and will also be used for Two-way Texting, a third server will be needed (see page 19).

	Minimum	Recommended
CPU	For a Physical Server: 4-Core Intel® Xeon® Silver processor, 2.6GHz or higher Haswell architecture or newer. For a VM: 2 vCPU	For a Physical Server: 4-Core Intel® Xeon® processor, 3.0GHz or higher For a VM: 4 vCPU is recommended
RAM	8GB RAM	16GB RAM or higher
Logical Drives	OS Logical Drive, 80GB Application Logical Drive, 100GB We recommend a RAID1 or better for physical servers.	OS Logical Drive, 160GB Application Logical Drive, 200GB We recommend SSD for optimal performance.
Network Connection	1 Gbps network connection	
Operating System	Windows Server® 2016 Standard	Windows Server® 2022 Standard Server 2022 is only supported for IVR V22.51 and higher.
Other Requirements	The server name must be alphanumeric characters (A-Z,a-z,0-9) only. The only other character allowed is a hyphen (-).	
	Version 22.51 .NET 4.7.2 Version 23.52 .NET 4.8	
Notes for Virtual Machines	For Virtual Machines, we currently test using VMware® vSphere™ 7+. Resources such as CPU and RAM must be reserved, not just allocated. Customers who have only allocated resources on the host machine have seen significant problems occur.	

NOTE: The Milsoft communications software does not support in-place OS or SQL upgrades. Please contact Milsoft support if a server upgrade or migration is required.

BLS™ Server (Server 3)

For systems enabling both payments and two-way texting features, the BLS™ that will receive inbound texts must be installed on a server separate from the IVR Engine™ that transmits credit card payment data. A separate Client/VM for a BLS (text receiver) is required for PCI compliance.

	Minimum	Recommended
CPU	For a Physical Server: 4-Core Intel® Xeon® processor, 2.0GHz or higher Haswell architecture or newer. For a VM: 2 vCPU	For a Physical Server: 4-Core Intel® Xeon® processor, 3.0GHz or higher For a VM: 4 vCPU
RAM	8GB RAM	16GB RAM or higher
Logical Drives	OS Logical Drive, 80GB Application Logical Drive, 100GB - Actual required space depends on if the server hosts any other applications. - We recommend a RAID1 or better for physical servers.	OS Logical Drive, 160GB Application Logical Drive, 200GB We recommend SSD for optimal performance.
Network Connection	1 Gbps network connection	
Operating System	Windows Server® 2016 Standard	Windows Server® 2022 Standard Server 2022 is only supported for IVR V22.51 and higher.
Other Requirements	The server name must be alphanumeric characters (A-Z,a-z,0-9) only. The only other character allowed is a hyphen (-).	
	Version 22.51 .NET 4.7.2 Version 23.52 .NET 4.8	
Notes for Virtual Machines	For Virtual Machines, we currently test using VMware® vSphere™ 7+. Resources such as CPU and RAM must be reserved, not just allocated. Customers who have only allocated resources on the host machine have seen significant problems occur.	

NOTE: The Milsoft communications software does not support in-place OS or SQL upgrades. Please contact Milsoft support if a server upgrade or migration is required.

Client Machine (Communications)

Client Applications: Milsoft® OCM™, Crew Call™

Web Application: BLS™

	Minimum	Recommended
CPU	Intel® Core™ i3 processor	
RAM	8GB RAM	16GB RAM or higher
Logical Drives	OS Logical Drive, 80GB Application Logical Drive, 100GB	OS Logical Drive, 160GB Application Logical Drive, 200GB We recommend SSD for optimal performance.
Network Connection	100 Mbps network connection	1 Gbps network connection
Display	Single Monitor, 1152x864 or greater screen resolution	
Sound	Sound Card / Speakers / Microphone	
Operating System	Windows® 10 (64-bit)	
Internet Browser	Google® Chrome™, Mozilla Firefox®, or Microsoft Edge®	
Other Requirements	Windows Media Player®.	

Requirements for CIS/FMS/WMS Products

Requirements for Hosted iXp™ Solution

The Milsoft Hosted iXp Solution, which contains any or all of the following systems: the Customer Information System (CIS), Financial Management System (FMS), and Work Management System (WMS), requires merely a high-speed internet connection, on-site LAN, and a secure VPN connection. The minimal requirements are as follows.

	Requirements
High-speed internet access	Dedicated high-speed (5 Mbps) or faster connection. DSL and cable are not recommended nor supported as a Utility’s primary internet service, but can be used as an emergency backup option.
Local Area Network	Switched Ethernet. Hubs are not supported.
Network firewall	Capable of supporting a constant LAN-to-LAN IPsec VPN connection.

Users can operate Milsoft iXp using any popularly-available internet browser, which does not require any Milsoft software to be loaded on client machines. Please note, however, a modern internet browser is needed to access the Milsoft solution. The most common and quality assurance tested browser is Google® Chrome™. Additionally, Microsoft Office® and a .pdf reader are needed to view reports. See further details on Page 22.

Requirements for On-Premise iXp™ Solution

For on-premise installations of Milsoft iXp®, both an IBM® Power10™ Server and an iXp Application Server are required. The Application Server needs to be a stand-alone Windows® server connected to the network. For the Application Server, the 'Minimum' requirements will be sufficient if you have fewer than 40 users, but use the 'Recommended' requirements if you have 40 or more users.

IBM Power Server Specifications

The specifications below are for the minimum requirements for an IBM® Power10™ Server. However, Milsoft will work with your team to establish the exact IBM Power Server requirements for your implementation.

	Minimum
CPU	26,575CPW
RAM	64GB RAM
Network Connection	1 Gbps network connection
Operating System	OS/400 Operating System v7.3 or higher

Application Server Specifications

Use the Minimum requirements if you have fewer than 40 users. Use the Recommended requirements if you have 40 users or more.

	Minimum (fewer than 40 users)	Recommended (40+ users)
CPU	4-Core Intel® Xeon® processor, 2.5GHz	8-Core Intel® Xeon® processor, 2.5GHz or higher
RAM	16GB RAM	32GB RAM
Logical Drives	OS Logical Drive, 80GB Application Logical Drive, 40GB of free space on non-OS partition - Application Logical Drive cannot contain the OS. - RAID 5 Disk striping or built as a virtual machine for quick recovery.	OS Logical Drive, 160GB Application Logical Drive, 40GB of free space on non-OS partition - Application Logical Drive cannot contain the OS. - RAID 5 Disk striping or built as a virtual machine for quick recovery.
Network Connection	1Gbps or higher network connection	
Operating System	Windows Server® 2022 Standard, (64-bit)	Windows Server® 2022 Standard, (64-bit)
Other Requirements	- Anti-virus protection. - Administrative login via Remote Desktop for Milsoft IT to configure software components. 3yr 24x7x4 hardware support contract in the event of hardware failure.	

CIS/FMS/WMS Client Machine Specifications

Users are able to operate Milsoft iXp® using any internet browser, which does not require any Milsoft software to be loaded on client machines. However, a modern internet browser is needed to access the Milsoft solution. The most common and quality assurance tested browser is Google® Chrome™. Additionally, Microsoft Office® and a .pdf reader are needed to view reports.

	Minimum	Recommended
Web Browser	Latest version of Google® Chrome™	
Network Connection	100 Mbps network connection	1 Gbps or higher network connection
Display		Capable of 1920 x 1200 resolution
Other Requirements	Microsoft Office® 2019 Adobe® Acrobat Reader®	Microsoft Office® 2019 or latest version, or Microsoft 365 Adobe® Acrobat Reader®, latest version

Requirements for Milsoft® Ancillary Products

Milsoft FieldSyte™

- Powered by Reavis Code MapEngine™

The following are specifications for devices, as well as other requirements for the system.

Required Specifications / Components	
Desktop (Windows®, Mac, Linux)	
Browser	Google® Chrome™, Microsoft Edge®, latest version
iOS® and iPadOS®	
Browser	Safari®, latest version (>14)
iOS Version	iOS 14.7.1
RAM	3GB RAM
Android®	
Browser	Google® Chrome™, latest version
RAM	3GB RAM
Device	The minimum usable Android tablet is the S5e. Newer devices are recommended.
Other Requirements	
Server Component	- Reavis Code MapEngine™ (known as the "PremisesServer") must be installed on the Milsoft EA Server - A "Companion PremisesServer" is required for FieldSyte Electric Projects (Staking). Server requirements are 8GB of RAM, Server 2019 or 2022, and 120+ GB of hard drive space. It can run on a server with other applications but should not currently be on a server that hosts critical processes.
Network Connection	Must be able to reach your utility's app endpoint at https://app.fieldsyte.com/* and/or http://projects.fieldsyte.com/*
Milsoft Version	If your FieldSyte will be integrated with Milsoft's DisSPatch® system, the minimum Core E&O Version is 8.7.57. Version 22.0.8 is recommended.

iOS, iPadOS, and Safari are trademarks of Apple Inc., registered in the U.S. and other countries.



Tab F

Responsibility Matrix



City

Responsibility Summary (confidential)

This table shows a summary of responsibilities between City and the Vendor. Omission of a task required by the Vendor to meet Vendor obligations in the Agreement does not remove the obligation. For all tasks, it shall be assumed that the responsible party will lead, while the other party will assist or support. In the table, "Vendor" refers to the vendor. Please respond "yes" or "no" in the appropriate space below depending on whether Vendor's quoted offering is in compliance with the responsibilities as listed. Please provide any clarifications or explanations in the "Vendor Comments" column where appropriate.

DO NOT EDIT THESE COLUMNS				Vendor Response Fields		
#	Description	Vendor Responsibility	City Responsibility	Comply		Vendor Comments
				Yes	No	
Project Management						
1	Provide a dedicated project manager to oversee the implementation process.	X	X	X		
2	Schedule regular status meetings to review progress and address any issues.	X	X	X		
3	Develop a detailed project plan with timelines, milestones, and deliverables.	X		X		
4	Ensure internal stakeholders are informed and engaged throughout the project.		X	X		
5	Allocate sufficient resources (staff, budget) for the implementation project.		X	X		
6	Encourage user adoption and provide internal support as needed.		X	X		
7	Identify potential risks and develop mitigation strategies.	X	X	X		
8	Monitor and manage risks throughout the implementation process.	X	X	X		
9	Develop a change management plan to address any changes in scope, requirements, or timelines.	X	X	X		
10	Ensure all changes are documented and approved by both parties.	X	X	X		
System						
11	Customize and configure the software to meet the City's specific requirements.	X		X		
12	Develop and implement integration points between the design software and other systems (e.g., Munis, WindMil, PCS).	X	X	X		
13	Ensure data exchange methods (API, XML, flat file) are properly set up and tested.	X	X	X		
14	Assist with data migration from legacy systems to the new design software.	X	X	X		
15	Ensure data integrity and consistency during the migration process.	X	X	X		
16	Ensure the necessary IT infrastructure (server resources, network, etc.) is in place to support the new software.	X	X	X		
Training						

17	Provide comprehensive training for the City's staff on using the new software.	X		X		
18	Facilitate user training sessions provided by the vendor.		X	X		
19	Provide training for the IT support staff to administer and maintain system operation and performance.	X		X		
Support						
20	Offer ongoing technical support and troubleshooting during and after implementation.	X		X		
21	Supply detailed documentation for the software, including user manuals, integration guides, and API documentation.	X		X		
22	Ensure all documentation is up-to-date with all supported software versions and accessible to the City.	X		X		
23	Ensure the software complies with relevant industry standards and regulations (e.g., data privacy laws).	X		X		
Testing						
24	Conduct thorough testing (unit, integration, system, and user acceptance testing) to ensure the software functions as expected.	X	X	X		
25	Address user identified technical issues or bug, establish resolution and provide timeline for solutions.	X		X		
26	Participate in testing phases (e.g., user acceptance testing) to validate the software meets requirements.	X	X	X		
27	Provide timely feedback to the vendor on any issues or improvements needed.		X	X		
Security						
28	Implement robust security measures to protect data during transmission and storage.	X		X		
29	Ensure internal policies and procedures align with the software's compliance and security requirements.		X	X		
30	Collaborate with the vendor to address any compliance or security concerns.		X	X		



Tab G

References



City of College Station
Design and Staking Software Implementation RFP
References

Weatherford Municipal Utility System

Matt Williamson - Assistant Director

mwilliamson@weatherfordtx.gov

Phone: (817) 598-4028

Fax: (817) 598-4138

Riviera Utilities

Daniel Staimpel - GIS Coordinator

dstaimpel@rivierautilities.com

Phone: (251) 970-4124

Fax: (251) 943-5275

Pulaski Electric System

David Kelley - GIS/Dispatch Manager

dkelley@pesenergize.com

Phone: (931) 363-7051

Fax: (931) 363-4743



Tab H

Miscellaneous

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: Adam Turner Title: President / CEO of Business Operations

Typed Name: Adam Turner Company Name: Milsoft Utility Solutions, Inc.

Phone No.: (325) 695-1642 Fax No.: (325) 690-0338

Email: adam.turner@milsoft.com

Vendor Address: 4400 Buffalo Gap Rd. Ste. 5150; Abilene, TX 79606
P.O. Box or Street City State Zip

Remit Address: P.O. Box 5726 Abilene, TX 79608
P.O. Box or Street City State Zip

Company is a publicly traded entity, including a wholly owned subsidiary of the business entity:
____ Yes X No

Federal Tax ID No.: 75-2255624

DUNS No.: 624471942

Date: 05/23/2025

NOTE: This form and acknowledged addendums (*if applicable*) must be submitted with proposals under Tab E.

END OF RFP NO. 25-062

*****DO NOT MODIFY THIS FORM*****



City of College Station
Design and Staking Software Implementation RFP
Acknowledgement of Addenda

Milsoft Utility Solutions hereby acknowledges receipt of the following addenda issued in connection with RFP No. 25-062 – Design and Staking Software Implementation for the City of College Station:

- Addendum No. 1 – Received and reviewed
- Addendum No. 2 – Received and reviewed

We have taken the contents of these addenda into full consideration in the preparation of our proposal.



City of College Station
Design and Staking Software Implementation RFP
Statement of Willingness to Sign the City's Standard Form of Agreement

Milsoft Utility Solutions has reviewed the City of College Station's Standard Form of Agreement included with RFP No. 25-062. At this time, we do not see anything objectionable in the agreement and are willing to sign it as presented.



Tab I

Maintenance/Support Agreement



City of College Station
Design and Staking Software Implementation RFP
Maintenance and Support Agreement

Milsoft Utility Solutions has provided a proposed agreement for maintenance and support of the FieldSyte™ system. This is our standard form Software/Service Subscription Contract, which is designed to cover both the licensing and the ongoing maintenance and support services under one unified agreement.

This integrated format reflects our standard approach, streamlining the contractual process and ensuring continuity between software use and support obligations.

Please refer to the included document for complete terms and options.

Milsoft Utility Solutions Software/Service SUBSCRIPTION Contract

This SUBSCRIPTION CONTRACT for the use and/or services of certain Milsoft Software (hereinafter referred to as "Contract") is entered into by and between **THE CITY OF COLLEGE STATION, Texas** ("Customer") and **Milsoft Utility Solutions, Inc.**, a Texas corporation ("Milsoft"), to be effective on the date signed by the latter of Customer and Milsoft or as otherwise agreed.

Whereas, Customer has the desire and capacity to procure the authorized use and/or hosted services of the Milsoft proprietary software known as **Field Solutions: FieldSyte™ powered by RC MapEngine™ Base up to 200 Users w/Viewer, Staking w/Accounting Integration, AutoNumbering for FS Staking, Custom Published Maps - Multiple, Mapless Forms - Unlimited, Easements, Map Assessments, Substations & Major Equipment, and FS Test System, all by Subscription; Services: Integration Configuration, supportable; FS Setup & Configuration and Database Conversion, support N/A; Accounting & Billing: iXp® Hosted Solution setup, incl. WMS and existing integrations; and WMS iXp® Subscription** (the "System"), more particularly identified in Section 1 below; *and*

Whereas, Milsoft has the desire and capability to furnish and support the System for Customer as quoted and in accordance with the terms and conditions of this Contract;

Now, therefore, in consideration of the premises, the Subscription Price and the respective covenants contained herein, the Customer and Milsoft (the "parties") hereby agree as follows:

1. **SYSTEM.** The System (or "System Components") shall consist of the on-site use and/or hosted services of the named Milsoft® products and services (the "Software"), together with any related telephonic components and/or other hardware being provided on Customer's site by Milsoft (the "Hardware"), all as described in Milsoft **Quotes # 54247 and 54419**, constituting "Schedule A" for purposes of this Contract and incorporated herein by reference as if fully set forth.
2. **SUBSCRIPTION PRICE; TERMS OF PAYMENT.** The itemized and/or aggregate pricing for the System Components, basic installation, training if included, and pertinent software license (collectively the base "Subscription Price") is set forth in Schedule A, together with the terms of payment.
3. **STATEMENT OF WORK.** If and to the extent deemed necessary by Milsoft, the Parties shall in good faith mutually develop and agree upon a Statement of Work ("SOW") to describe and set forth with particularity the essential scope of work, technical specifics, period of performance, schedules/milestones, acceptance criteria, change orders and other requirements unique to the project. Should the Parties be unable to agree upon the SOW within [30] calendar days after entering into this Contract, either Party may elect to terminate this Contract by giving written notice to the other, without necessity of default, whereupon the termination shall be effective in one week (7 calendar days after notice) if no agreement as to the SOW be reached.
4. **DELIVERY, INSTALLATION AND TURNOVER.** For the Subscription Price and in accordance with the SOW (if applicable), Milsoft shall deliver the pertinent System Components to the Customer's location identified in Schedule A and, subject to Customer's preparatory compliance as described in Section 7, shall install the System on site, or by remote electronic delivery, or combination thereof as appropriate. The Turnover Date shall be the date, after completion of installation and testing, upon which Milsoft turns over the System to Customer for fully operational use.
5. **TRAINING.** Milsoft shall provide basic System administration and user training to Customer's designated employees, if and as may be described in more detail in the Statement of Work or Schedule A.
6. **SUPPORT SERVICES.** Milsoft's Support Program (the "Support Program") is included at no additional cost for the products and services provided hereunder by Subscription, and is available for non-subscription components of the Software at an initial annual rate of twenty percent (20%) of the Retail Price thereof from time of purchase, excluding any discounts, plus any applicable sales taxes. Non-subscription Support Renewal pricing is subject to change in view of software complexity and market conditions, not to exceed 5% variance from one year to the next. If payment is not received when due, Milsoft may withhold services until paid. In the event Customer declines or discontinues its participation in the Support Program, in order to again be eligible to receive support Customer may be required to upgrade and/or agree to pay an increased rate based upon the extent of maintenance missed. For purposes of this Contract, support of the Software means:
 - support related to System applications;
 - delivery of Software fixes/patches;
 - delivery of upgrades to the latest Software versions made available by Milsoft.

For the purposes of this Contract, support of the Hardware (if any) provided hereunder by Milsoft, means:

- escalation of issues for timely resolution with manufactures/suppliers of such Hardware;
- coordination of Hardware service with such Hardware manufacturers;
- facilitate repair or replacement of such Hardware consistent with the terms of any applicable manufacturer warranty(ies).

Hours of support availability will be 24 hours/day, 7 days/week, year-round for outage management and Milsoft communications systems; and at least 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday, excepting normal business holidays observed by Milsoft, for all other support issues. With prior notice and as reasonably requested, Customer shall allow online access to the System and sufficient access to Customer's premises as needed for Milsoft to provide its support services.

The services to be provided under the Support Services do not cover damages or claims due to customer-site misuse, negligence, accidents, thefts, unexplained data loss, loss of data due to hardware failure, lack of daily backups, abuse, electrical outages, fire, flood, wind, acts of God or public enemy, or improper wiring, installation, repair or alteration by anyone other than Milsoft approved technicians. Repairs necessitated by any one or more of the above-excepted causes may be performed by Milsoft upon request, provided the Customer agrees to pay for such extra work at Milsoft's current hourly rates. Such work would not represent or imply any additional warranty or representation regarding the System, the System Components or the functionality of the System.

7. CUSTOMER'S OBLIGATIONS, PREP AND SPECS; INTEGRATION WITH 3rd-PARTY SOFTWARE.

7.1 Customer assumes responsibility for care and risk of loss of the System Components upon delivery to its location. Customer is responsible for meeting the data requirements, purchasing and providing any other hardware and/or third party software, and preparing its location for installation consistent with the specifications, requirements and recommendations per SOW, Schedule A, RFP/Response or applicable terms and conditions, at its expense. Any Customer data required for installation shall be timely delivered to Milsoft pursuant to its instructions. Customer shall also secure any permits, licenses or other governmental approvals for its installation site as may be required by applicable law or regulation, at its expense. Once a Milsoft technician is on-site as reasonably scheduled, if the installation is delayed due to failure of the Customer to have met the preparatory requirements, there may be a charge of up to \$1,000 per day assessed until ready to proceed.

7.2 Milsoft products are generally amenable to integration with a variety of products from third-party vendors known by Milsoft to be certifiably interoperable (including but not limited to many MultiSpeak® integrations, when applicable), subject to verification, and with a range of other third-party products that may require more extensive customization. The development or provision by Milsoft of any and all interface between its products and third-party software (whether deemed necessary at the time of Milsoft product installation or as needed in the future due to change of circumstances) can only be undertaken pursuant to specific evaluation and may, at the discretion of Milsoft, require reasonable adjustment of time and/or cost.

Every interface to be developed and provided for integration with third-party products must be testable by Milsoft with consent and cooperation of the third-party vendor (whose consent and cooperation shall be provided by Customer, as Customer's responsibility) and will be specific only to the version or iteration of the third-party product in use at the time of the interface development. Customer shall be responsible for alerting Milsoft to future additions, updates or new versions of all third-party product and for providing renewed consent and cooperation of each third-party for testing, as any such changes could render the Milsoft interface less functional unless addressed. In such event, Milsoft offers no warranty for the previously provided interface, and assumes no responsibility to develop or provide additional interface without further agreement and compensation, if at all. **No other representation, warranty or promise regarding interfaces or integration between Milsoft products and third-party software is expressed or implied.**

8. SOFTWARE LICENSE. Upon successful installation and as of the Turnover Date, during the active subscription hereunder Milsoft grants to Customer, and Customer accepts, a provisional, non-exclusive and non-transferable license to use any Milsoft Software furnished to Customer's site hereunder (including modifications and enhancements furnished under the terms of this Contract, and modifications and enhancements furnished under the terms of the Support Program described in Section 6) strictly upon the terms and conditions contained herein. Title to and ownership of all Software shall remain with Milsoft or its licensors. Customer shall have no right to sell, sublicense, publish, disclose, display, assign, duplicate, alter, lease, or otherwise make available the Software to any third party. Customer shall take appropriate action with its employees, agents, contractors, consultants and other representatives or end users to ensure compliance with these terms and conditions. Customer may make copies of the on-site Software only for backup purposes and/or archival purposes, and any such copy must contain the same copyright notice and proprietary markings that the original Software contains. Customer acknowledges the Software represent a very large scale investment in the development of an intangible asset by Milsoft and must be strictly protected hereunder. Upon termination of subscription or in the event of a breach of this Contract by Customer, upon written notice which may be given at the election of Milsoft, Customer shall forfeit all rights as licensee under this Contract and shall immediately return the Software to Milsoft along with all documentation and source media associated therewith. Customer assumes full liability to Milsoft for any damages (including consequential damages), whether or not foreseen by the parties hereto, resulting directly or indirectly from any compromise of any rights owned by Milsoft and not expressly conferred under this

Contract, if such damages are the result of the negligence or willful act or omission of Customer (including any employee, agent, contractor, consultant or other representative of Customer). CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IN EXECUTABLE LINE CODE FORM REMAINS A CONFIDENTIAL TRADE SECRET AND CUSTOMER AGREES NOT TO ATTEMPT TO REVERSE-ENGINEER, TRANSLATE, DECIPHER, DECOMPILE, MODIFY OR DISASSEMBLE THE SOFTWARE, NOR INCORPORATE THE SOFTWARE IN WHOLE OR IN PART INTO ANY OTHER SOFTWARE OR PRODUCT OR DEVELOP DERIVATIVE WORKS THEREFROM OR ALLOW ANY OTHER THIRD PARTY TO DO SO, WITHOUT THE EXPRESS WRITTEN CONSENT OF MILSOFT. Customer shall have NO rights as licensee in or to any off-site, hosted software, the applicable functionality of which is being provided hereunder by Milsoft *via* Software as a Service only.

9. CONFIDENTIALITY.

9.1 During performance of this Contract or in the contemplation thereof, and subject to and in conformity with Section 8, employees, agents and authorized contractors or consultants of each party to this Contract may have access to private or confidential information owned by the other party, including, but not limited to, the Software, and information concerning costs, charges, operating procedures and methods of doing business, which may be owned or controlled by the other party. With respect to any such information so accessed or acquired, each party agrees as follows: (a) all such information shall be and shall remain the exclusive property of the party which owns the information; (b) each party shall limit access to such information of the other party to their respective employees, agents and authorized contractors or consultants who have a need to know consistent with the receiving party's authorized use of such information; (c) the receiving party shall keep, and have its employees, agents and authorized contractors or consultants having access keep, all such information confidential; (d) the receiving party shall not copy, publish or disclose to others, or permit its employees, agents and authorized contractors, consultants or anyone else to copy, publish or disclose to others, any such information without the owning party's prior written consent; (e) the receiving party shall return such information to the owning party at its request; and (f) the receiving party shall use such information only for the purpose of performing its obligations hereunder.

9.2 Each party shall secure and protect the other party's confidential information in a manner consistent with the protection it provides to its own confidential information, but in any case using no less than reasonable degree of care. Each party's duties of confidentiality as regards the confidential information shall survive any cancellation, expiration or termination of this Contract.

9.3 Each party at all times shall maintain appropriate internal policies and procedures reasonably sufficient to satisfy its obligations under this Section 9. Should either party or its employees, agents and authorized contractors or consultants use, disclose or attempt to use or disclose any such information in a manner contrary to this Contract, the owning party shall have the right to seek injunctive relief against such breach or threatened breach (without posting a bond or other security), in addition to any other remedies that may be available at law or in equity.

10. PRODUCT CHANGES. Milsoft reserves the right to make modifications and distribute enhancements to existing Software. In addition, upon notice to Customer of no less than one hundred eighty (180) days, Milsoft reserves the right to discontinue offering the Software and/or Support Services associated with the System in place, and may require that specified upgrades to the System Components be made as a condition for continued Customer subscription.

11. LIMITED WARRANTIES.

11.1 *Software.* Upon delivery and continuing through the first thirty (30) calendar days following the Turnover Date, Milsoft warrants exclusively that the Software shall substantially conform to, and perform in substantial accordance with, all applicable Software specifications. Milsoft represents and warrants generally that it owns the Software or that it has the right to license Customer's use of the Software in accordance with the provisions of this Contract. In event of breach or failure, Customer's exclusive remedies shall be, at the option and expense of Milsoft, either (i) to have Milsoft promptly correct any discrepancy in performance that materially impairs the appropriate functionality of the Software; or (ii) to have Milsoft refund or waive the subscription payment for the most recent billing period for the licensed use of the Software, provided that Customer must allow Milsoft to de-install the Software within 30 days of Customer's timely notification to Milsoft of the discrepancy. **ALL CLAIMS AND REMEDIES ARE LIMITED TO THOSE EXPRESSLY PROVIDED IN THIS CONTRACT.**

11.2 *Support Services.* With respect to any and all support services, Milsoft warrants exclusively that such services shall be performed in a good and workmanlike fashion and provided in accordance with high industry standards. In event of breach or failure, Customer's exclusive remedies shall be, at the option and expense of Milsoft, either (i) to have Milsoft promptly correct such services, or (ii) to have Milsoft refund or waive the subscription payment for the most recent billing period.

12. DISCLAIMER OF OTHER WARRANTIES. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. GENERAL LIMITATION OF LIABILITY. THE LIABILITY OF MILSOFT, ITS LICENSORS AND ITS AFFILIATES, IF ANY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED BY MILSOFT, REGARDLESS OF THE LEGAL THEORY OR THE DELIVERY OR NON-DELIVERY OR ALLEGED FAILURE OF ANY PRODUCTS OR SERVICES, SHALL NOT BE GREATER THAN THE FEES ACTUALLY PAID BY CUSTOMER TO MILSOFT HEREUNDER IN CONNECTION WITH THE PRODUCTS OR SERVICES AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH SUCH CLAIM ACCRUED. UNDER NO CIRCUMSTANCES WILL MILSOFT, ITS LICENSORS OR ANY AFFILIATE BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS, COMMITMENTS, BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE SOFTWARE, COST OF CAPITAL, AND THE CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER, REGARDLESS OF WHETHER SUCH CLAIM HAS ITS BASIS IN ANY THEORY OF CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

14. PAYMENT. Timely payment by Customer to Milsoft at its principal place of business of all sums due hereunder is a material element of this Contract. Unless otherwise specified in Schedule A or by a subsequent agreement of the parties in writing, subscription payment shall be due and payable on or before the first day of each subscription period, and invoices shall be due upon receipt. Without limiting Milsoft's other rights and remedies for any failure of Customer to make payment, Milsoft may charge interest on all unpaid sums at the lesser of the rate of 18% per annum or the maximum contract rate allowed by law. Customer shall reimburse Milsoft for all cost and expenses of collection including attorney's fees. Milsoft has no desire to exceed the maximum amount of interest that may be contracted for, charged or received under applicable law, and any interest paid in excess of said maximum amount shall be credited toward any past due payment or refunded to Customer.

15. TAXES. Unless specified as such, the prices set forth herein do not include any sales, use, excise, ad valorem, property or other taxes applicable to this subscription and any related services supplied hereunder, all of which shall be paid by Customer if assessed. Customer shall indemnify Milsoft in the event any such tax is assessed directly against Milsoft.

16. FORCE MAJEURE. Neither party shall be deemed in default of any provision of this Contract, or responsible for failures in performance, resulting from any cause beyond its reasonable control, which include, without limitation, acts of God, civil or military authority, civil disturbances, war, fires, or other catastrophes. In the event of any failure or delay resulting from such causes, an equitable adjustment of schedule and any other appropriate terms and conditions shall be agreed upon by the parties.

17. NON-WAIVER. No waiver of any breach or default shall constitute waiver of subsequent breach or default. No failure or delay to exercise any right, power, or privilege under this Contract shall operate as a waiver of such right, power, or privilege; nor shall any single or partial exercise of any right, power, or privilege preclude further exercise of such right, power, or privilege.

18. TERM and TERMINATION. The initial term of Subscription hereunder shall be for the duration of the number of months or years as stated (if any) in Schedule A and may continue in renewal or extension thereof in the time and manner stated therein; in the absence of further written agreement or notice of cancellation or termination, agreement to extend on a month-to-month basis may be inferred so long as Customer continues to pay and Milsoft continues to accept monthly subscription payments. If at any time either party fails to perform a material obligation and does not remedy such failure within thirty (30) days following notice from the non-defaulting party, the non-defaulting party may elect to terminate this Contract by giving notice of termination to the party in default. Termination for default shall in no way prejudice the rights or remedies available to the non-defaulting party as a result of the default nor relieve Customer of its obligation to pay Milsoft for all compliant product provided and services actually rendered up to the date of termination. In the event either party breaches or defaults hereunder to the detriment of the other, in addition to other rights and remedies the party wronged shall be entitled to recover its reasonable attorney's fees and related expenses incurred, including but not limited to court costs incurred at both trial and appellate levels, in the enforcement of this Contract.

19. DISPUTE RESOLUTION. The parties will attempt in good faith to promptly resolve any dispute arising out of this Contract without resorting to litigation. Before any suit for damages may proceed, the parties shall submit to non-binding mediation by an impartial mediator, at a mutually convenient location, with each party bearing its own attorney's fees and expenses. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction. Nothing contained herein, however, shall preclude the parties from first seeking temporary injunctive or other equitable relief in preservation of its rights.

20. GOVERNING LAW; CHOICE OF FORUM. The validity, performance and construction of this Contract shall be governed by the laws of the State of Texas (without giving effect to principles of conflicts of law). The parties agree that the Uniform Computer Information Transaction Act and the UN Convention on International Sale of Goods do not apply. Any legal claim or action shall be filed in the state and local venue in which Milsoft maintains its principal corporate offices, unless otherwise agreed or legally required.

21. **SUCCESSORS AND ASSIGNS.** This Contract shall inure to the benefit of and be binding upon successors and assigns of the parties; however, Customer may not assign without the consent of Milsoft, which shall not be unreasonably withheld.

22. **CONSTRUCTION AND CAPTIONS; PARTIAL INVALIDITY.** Captions are for convenience only and shall not be construed to expand or limit any provision hereunder. Should any provision of this Contract be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract.

23. **CONTROLLING TERMS, ORDER OF PRECEDENCE.** Any terms or conditions appearing on the face or reverse side of any purchase order, preliminary quote, acknowledgment or confirmation that are different from or in addition to those required hereunder shall not be binding upon the parties, even if signed and returned, unless both parties expressly agree in writing to be bound by such. In event of any conflict or inconsistency between the main body of this Contract and the provisions of any schedule or other attachment, the provisions of this Contract shall prevail, except as to the job-specific details of Schedule A or SOW.

24. **NOTICE.** All notices given under this Contract must be in writing and shall be deemed duly given only upon (a) personal hand delivery; (b) the fourth day following deposit in the United States Mail, postage paid, certified/return receipt requested; (c) delivery by a nationally recognized overnight courier service that obtains signed acknowledgment of receipt; or (d) confirmation of electronic transmission via facsimile or email; using the addresses or numbers shown below or any other address or numbers as either party may designate by ten days prior written notice given in accordance with this provision.

If to Customer:

City of College Station

Attention: Jessica Pruitt

1601 Graham Rd.

College Station, Texas

Facsimile: _____

Email: jpruitt@cstx.gov

If to Milsoft:

Milsoft Utility Solutions, Inc.

Attn: Adam Turner, CEO of Business Operations

P.O. Box 5726

Abilene, Texas 79608

Facsimile: (325) 690-0338

Email: adam.turner@milsoft.com

25. **ENTIRE AGREEMENT; AMENDMENTS; SIGNATURES.** The SOW (if any) and all referenced schedules and addenda are integral parts of this Contract as if written verbatim herein. Collectively, this Contract sets forth all authorized and material representations, constitutes the parties' entire agreement and understandings with respect to the subject matter, and supersedes any and all other agreements, proposals and/or representations other than specifications and descriptions in Milsoft's Response to Request for Proposal (if applicable) and the City of College Station Technology General Service Contract as to the Work of Implementation hereof. No addendum, amendment or modification shall be effective unless in writing and duly executed by authorized representatives of both parties. Signatures may be made and/or delivered by electronic means, and any true, correct and complete copy of this fully signed instrument shall be as enforceable as the original.

IN WITNESS WHEREOF, the parties have signed by their duly authorized representatives as of the dates entered below.

CITY OF COLLEGE STATION, Texas

MILSOFT UTILITY SOLUTIONS, INC.

By: _____

Signature

Name & Title, typed or printed

By: Adam Turner

Adam Turner, CEO of Business Operations

Date: _____

Date: 8/19/2025

SLA SUBSCRIPTION form mn100316



Tab J

Software License Agreement



City of College Station
Design and Staking Software Implementation RFP
Software License Agreement

Milsoft Utility Solutions has included our proposed Software License Agreement as part of the included Software/Service Subscription Contract, previously referenced in our response to the Maintenance and Support Agreement section (Tab I).

As noted, this unified agreement serves as our standard format and includes both licensing terms and support provisions to simplify administration and ensure consistent service delivery. All licensing options and terms can be found within that attached document.



Tab K

System Acceptance Testing (SAT) Procedures



City of College Station
Design and Staking Software Implementation RFP
SAT Procedures

Milsoft Utility Solutions integrates System Acceptance Testing (SAT) procedures as a core component of the FieldSyte™ Electric Project Plan. Delivery milestones, initial testing phases, and the SAT timeline are defined within this plan to ensure a structured and efficient deployment. For more information, please refer to this response's Methodology section (Tab D).

This approach aligns with our proven track record of delivering comprehensive utility software solutions that seamlessly combine consulting, testing, and implementation to meet the specific needs of each project. We remain committed to maintaining clear milestones and thorough testing to support successful system activation.



Tab L

Software Security Plan (SSP)



City of College Station
Design and Staking Software Implementation RFP
Software Security Plan (SSP)

At this time, we do not have a standalone software security plan available. However, security best practices are embedded throughout our software development lifecycle and overall project methodology to ensure strong protection and compliance with industry standards.

To support your review, we have included our Customer Security Manual as an attachment. This document outlines key elements of our security approach, including data protection measures, access controls, and incident response protocols.

If you have specific security requirements or concerns, we would be glad to review them with you and demonstrate how our current processes address those needs—or discuss any additional measures that may be appropriate.



Tab M Training



City of College Station Design and Staking Software Implementation RFP Training

FieldSyte™ training for College Station will follow a comprehensive, multi-faceted approach designed to equip both users and support personnel with the knowledge and skills needed to successfully utilize the new Electric Projects design software in both office and field environments.

Milsoft will initiate the training process with a series of remote sessions, each lasting 1–2 hours. These sessions will introduce users to the overall interface and functionality of the software, while also providing a detailed review of implementation specifics, construction standards, and available data fields within the electrical design module.

Upon receiving College Station's approval of the FieldSyte software implementation status, Milsoft will conduct an intensive 3-day onsite training. Depending on the number of participants, we may adopt a "train-the-trainer" model—training 5 to 6 key users who will then serve as internal trainers for the broader College Station team, with Milsoft providing ongoing support.

To supplement live training, Milsoft will deliver a library of focused, digital training media covering key concepts of the FieldSyte Electric Projects design process. These concise videos will serve as quick-reference resources for users needing to review specific topics.

Additionally, printable materials such as Quick Reference Guides will be provided, giving users physical documents to consult in the field as needed.

Following go-live, Milsoft's support team will continue to offer training and assistance regarding software configuration and usage. New users can access digital training materials via the MyMilsoft website or request remote or in-person sessions to become proficient with the staking solution.



Attachments

Milsoft FieldSyte Electric Projects

Field Engineering/Staking

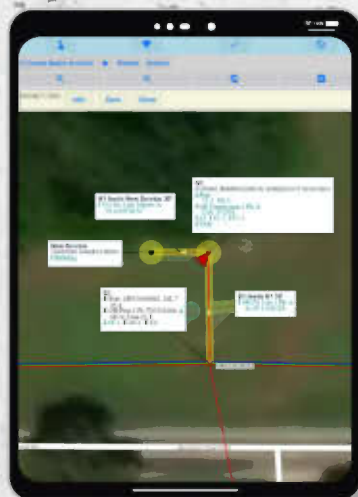


Imagine empowering your field engineering teams with **cutting-edge software** that **revolutionizes their productivity and accuracy.**

Our field engineering/staking software automates manual processes, streamlines workflows, and integrates seamlessly with GIS platforms.

Reduce errors, and enhance data management. Real-time collaboration and standardized processes enable better decision-making and risk mitigation.

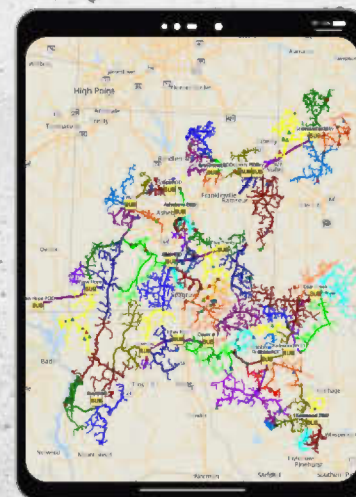
The result? Increased cost savings, improved project outcomes, and heightened customer satisfaction. With scalability and adaptability, this software is a long-term investment that drives growth and gives your organization a competitive edge.



FieldSyte Project showing line extension to a service drop

Item	Description	Cost Each	Total	Status	Issued	Returned	Not
930002	ANCHORS EXPANDING	21.12	1	0			
215000	ATTACHMENTS GUY	3.94	1	0			
6361028	OVAL EYE BOLT 5/8	3.54	4	0			
6380500	MACHINE BOLT 5/8"	1.57	5	0			
7801030	CUTOFF BRACKET 3/4" FG 15N	30.66	1	0			
9797810	4/5 TYPIC US (SWEETBRAE)	1.76	35	0			
1171038	GUY WIRE ANCHOR CLAMP	3.63	1	0			
11721006	CLAMP DE GUY BOLT	2.15	4	0			
11721036	ALUM DE CLAMP	9.15	0	0			
11724521	COPPER DE CLAMP	15.56	2	0			
12001201	JA CLUTRE SEC SWINGING	6.51	1	0			
15101003	1/2" ACSP (DAVENE)	0.29	115	0			
17210200	GROUND ROD CLAMP GS	1.44	1	0			
7410000	HOE LINE CLAMP CU	10.35	2	0			
78010312	CUTOFF WIRE 1/2"	94.52	1	0			

Digital material picklist within FieldSyte



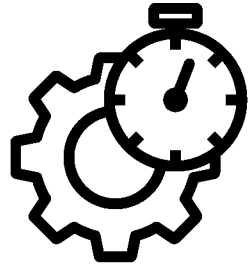
Mobile Milsoft circuit model colored by feeder

Join the leading companies revolutionizing their field engineering operations with our field engineering/staking software.

Reasons to Invest:



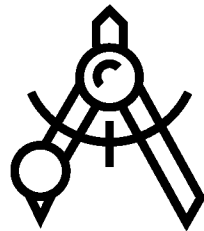
Improved Efficiency: Field engineering/staking software automates manual processes, streamlines workflows, and reduces paperwork, increasing efficiency in field operations.



Enhanced Productivity: By providing tools for optimized planning, scheduling, and resource allocation, the software helps field engineers/stakers complete tasks more quickly and effectively, improving overall productivity.



Real-time Data Access: The software enables real-time data collection, analysis, and sharing, allowing field engineers and interested personnel to access up-to-date information instantly. This facilitates faster decision-making and reduces delays.



Accuracy and Precision: Field engineering/staking software ensures accurate measurements, precise calculations, and standardized data capture, reducing errors and enhancing the quality of fieldwork.



Cost Savings: With improved efficiency, reduced manual work, and optimized resource utilization, investing in field engineering/staking software can result in significant cost savings in labor, time, and operational expenses.

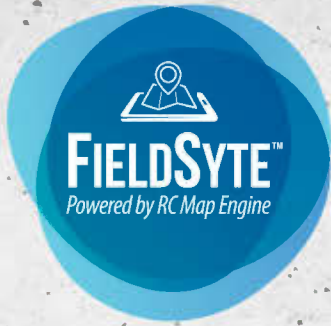
Features

- Built in circuit model validation
- Easy to manage station and line templating
- Auto-synchronization of data to/from the field
- Built in electrical tracing
- State of the art integration tools for GIS
- Seamless posting of projects to update Milsoft circuit model
- Ability to add important engineering information to electrical features like transformers
- Built in tools and functions to make the staking process efficient for common tasks
- Ability to create stations with multiple backspans
- Modern web map viewer
- JSON data formatting
- Same software no matter what platform you use (phone, iPad, PC, etc...)

- Design validation tools
- Workflow tracking and auto assignment of work
- Auto import of Orbitas projects and station coordinates in .csv format
- Ability to use various GPS devices

* Requirements: Milsoft FieldSyte





Milsoft FieldSyte™

Milsoft's FieldSyte™ brings the power of Milsoft's engineering and operations tools to your mobile device.

FieldSyte offers a suite of tools for efficient fieldwork, regardless of network coverage. Search and trace your electrical model, stake and design jobs, manage outage tickets, integrate with AVL and AMI, document meetings, and perform inspections.

FieldSyte offers over a dozen add-on modules to customize your solution, available for iOS, Windows, and Android.



FieldSyte Base Platform

Includes:

- ☒ Milsoft Model Data
- ☒ Open Street Map
- ☒ Background Features
- ☒ Tracing
- ☒ Navigation
- ☒ User Device Locations
- ☒ External GPS Integration
- ☒ Fault Locate
- ☒ Map Notes
- ☒ Satellite Maps
- ☒ Sketch
- ☒ Measure
- ☒ Configurable User Roles

ADDITIONAL ADD-ON FEATURES



Mapping

- ☐ Custom Published Maps
- ☐ Map Assessments
- ☐ Custom Live Maps
- ☐ Custom Raster Maps
- ☐ Weather



Forms

- ☐ Truck Inspections
- ☐ Up to 10 Custom Forms
- ☐ Unlimited Custom Forms



OMS

- ☐ Basic OMS
- ☐ OMS Assessments
- ☐ AMI
- ☐ AVL
- ☐ Live Model

All modules above require Milsoft OMS



Electric Projects / Staking

- ☐ Electric Projects / Staking with Accounting Integration
- ☐ Electric Projects / Staking without Accounting Integration
- ☐ Service Orders
- ☐ Easements



Tickets / Observations

- ☐ Pole
- ☐ Meters
- ☐ Storm Patrol
- ☐ Line Patrol
- ☐ Underground
- ☐ Substations and Major Equipment
- ☐ Sectionalizing Study Kit
- ☐ Distributed Generation Meters
- ☐ Vegetation Management
- ☐ Custom Tickets

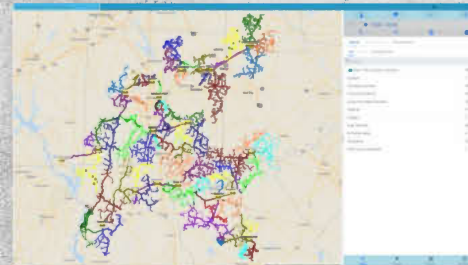
FieldSyte Base Platform

Includes:

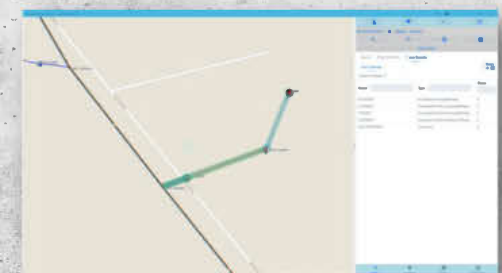
- ✓ **Milsoft Model Data**
- ✓ **Open Street Map**
- ✓ **Background Features**
- ✓ **Tracing**
- ✓ **Navigation**
- ✓ **User Device Locations**
- ✓ **External GPS Integration**
- ✓ **Fault Locate**
- ✓ **Map Notes**
- ✓ **Satellite Maps**
- ✓ **Sketch**
- ✓ **Measure**
- ✓ **Configurable User Roles**

Examples:

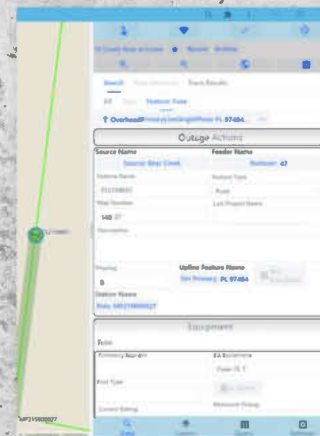
Zoomed to Model's Extents



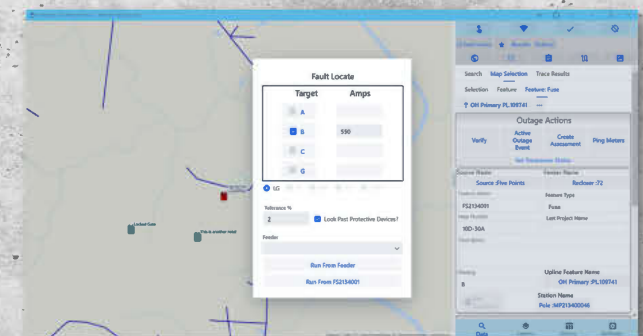
Trace Downline Results



Selected Fuse Device



Fault Locator



Add-ons to Base Platform

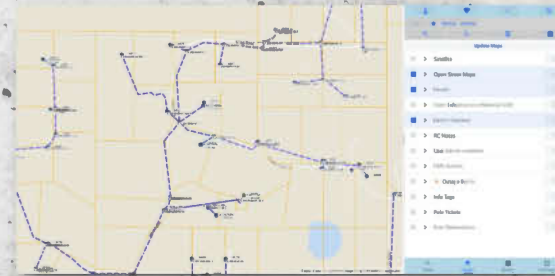


Mapping Options/Weather/ Custom Exports

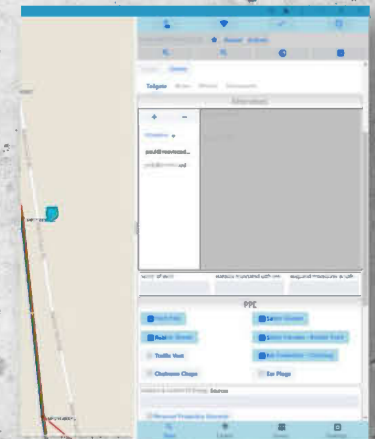
- ☐ **Custom Published Maps:** one of the following published map/data sources: Spreadsheets, Mapbox Layers, Shape-files, CAD Imports, or ESRI Geodatabase.
- ☐ **Map Assessments:** Cautions, Tailgates, Places, Incidents, Job-site Observations
- ☐ **Custom Live Maps:** The ability to publish map layers from a different source (Spreadsheets, Mapbox Layers, Shapefiles, CAD Import, Esri Geodatabases).
- ☐ **Custom Raster Maps:** Display of utility-provided background imagery
- ☐ **Weather:** Aeris Streaming Weather Service

Examples:

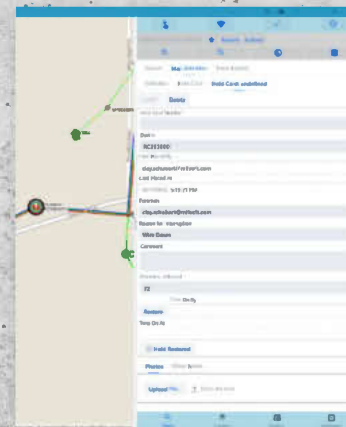
Parcel Example



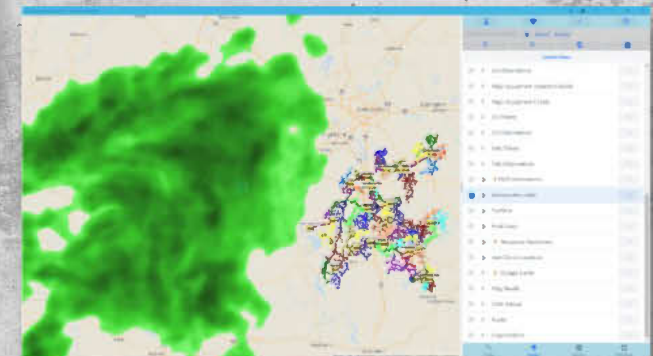
Map Assessment: Tailgate Form



Map Assessment: Hold Card on Device



Aeris Weather Radar



Add-ons to Base Platform



Forms

- ☐ **Truck Inspections:** Providing safe and well maintained vehicle fleets increases performance and reduces costs. Adding custom inspections forms facilitates workflows in one centralized, easily accessible location.
- ☐ **Up to 10 Custom Forms:** Forms give you the ability to have custom templates to collect and store data to replace existing forms and processes you use today. Forms are not map based and data is accessible on any FieldSyte device.
- ☐ **Unlimited Custom Forms:** Same as above, but for users who have more than 10 custom forms they wish to implement in FieldSyte.

Examples:

Truck Inspection Form

The screenshot shows the 'Truck Inspection Form' interface. At the top, there are tabs for 'Search', 'Map Selection', and 'Trace Results'. Below these are links for 'Search All', 'Truck Inspection Form Books', and 'FormBook: T'. There are 'Save' and 'Delete' buttons. The form fields include: 'Name' (Truck 245), 'Created By' (clay.schubert@milsoft.com), 'Created At' (9/15/2022, 3:49:29 PM), 'Modified By' (clay.schubert@milsoft.com), and 'Modified At' (12/5/2022, 8:52:41 PM). A toggle switch for 'Requires Reinspection' is visible. Below these fields is a 'Truck Type' dropdown menu set to 'Digger' and a 'Truck Number' field with '245'. There is an 'Upload File...' button and a 'Drop file here' area. At the bottom, there are tabs for 'Routine Forms' and 'Issues', and a bottom navigation bar with icons for 'Data', 'Layers', 'Query', and 'Settings'.

Add-ons to Base Platform



Outage Management System

All modules below require Milsoft OMS

☐ Basic OMS

- Two way outage tickets
- ETOR set/edit
- Crew assign/un-assign
- Verify
- Restore
- Cause code set/edit

☐ OMS Assessments

- View OMS assessments
- Create/Edit OMS assessments
- One shot/hot line tags

☐ AMI

- View meter on/off responses
- Ping meters
- Ping meters downline

☐ AVL

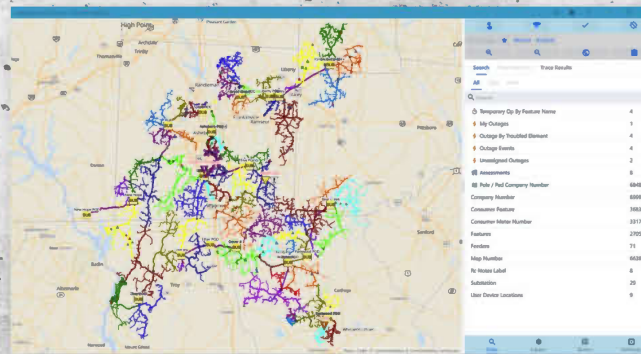
- See truck location and movement in real time on map from AVL vendor

☐ Live Model

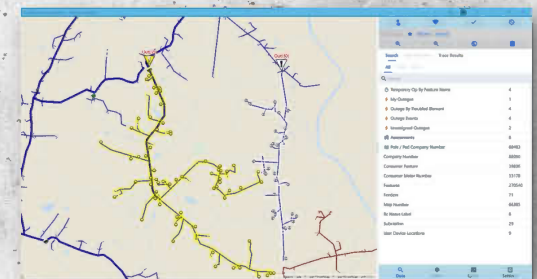
- View temporary operations
- Create temporary operations
- Live outage model tracing
- Hold Cards

Examples:

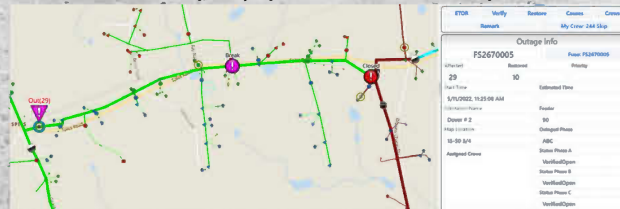
Zoom to Model Extents with Outages



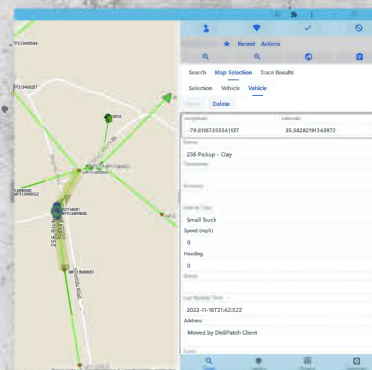
Outages on Map



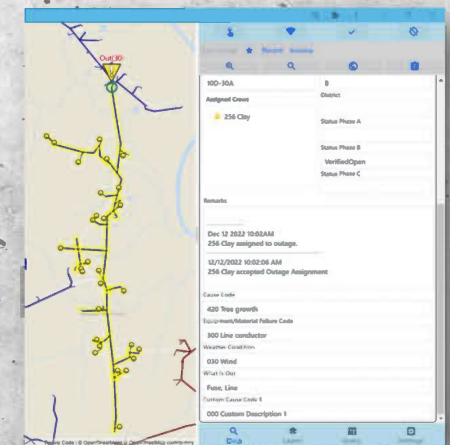
Temporary Operations Shown on the Map



Truck Locations



Outages on Map



Add-ons to Base Platform



Electric Projects / Staking

- ☐ **Electric Projects / Staking with Accounting Integration:** Design, plan, and document the placement of electrical infrastructure, such as poles, lines, and equipment, in the field. Streamline the process of creating detailed construction plans, integrating GPS data and system models to ensure accurate and efficient project execution. Staking with and accounting integration streamlines operations by automating data entry and workflows through seamless communication with other business systems like payroll, ERP, and CRM. This reduces manual tasks, improves accuracy, and enhances overall efficiency.
- ☐ **Electric Projects / Staking without Accounting Integration:** Design, plan, and document the placement of electrical infrastructure, such as poles, lines, and equipment, in the field. Streamline the process of creating detailed construction plans, integrating GPS data and system models to ensure accurate and efficient project execution. No accounting integration is included with this option.
- ☐ **Service Orders:** Create service order for all things utilities: installing meters, removing meters, etc. and all other utility services that are maintained by utility management.
- ☐ **Easements:** Provides an efficient and convenient way for utility crews to access complete current right-of-way data associated with the location they plan to work on.

Examples:

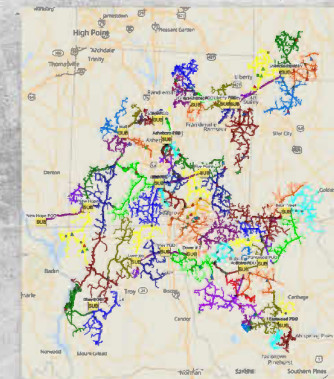
Complete Project with Callouts



Picklist report

Item	Description	Cost Each	Install	Retire	Issued	Returned	Net
1010000	ANCHORS	21.12	1	0			
2110000	ATTACHMENTS	3.94	1	0			
6261000	OVAL EYE BOLT 5/8	3.24	4	0			
6300000	MACHINE BOLT	1.37	5	0			
7801000	OUTLET BRACKET	30.66	1	0			
9797010	4/0 TPE LUG	1.76	30	0			
11310000	OUT BOND ANCHOR	3.63	1	0			
11721000	CLAMPS DE LUGS	2.15	4	0			
11723000	ALUM. DE CLAMPS	9.13	1	0			
11724000	COPPER DE CLAMP	15.56	2	0			
12301201	1/4 CLEVELAND	6.51	1	0			
13101001	1/2 ACSS (RIVEN)	6.29	115	0			
17010000	GROUND ROD	1.44	1	0			
17410000	HOT LINE CLAMP	10.35	2	0			
1810312	OUTLET OPEN 25	84.82	1	0			
34020011	SECONDARY SPOOL	1.15	2	0			
34200113	BELL INSULATOR	18.00	2	0			

Full System



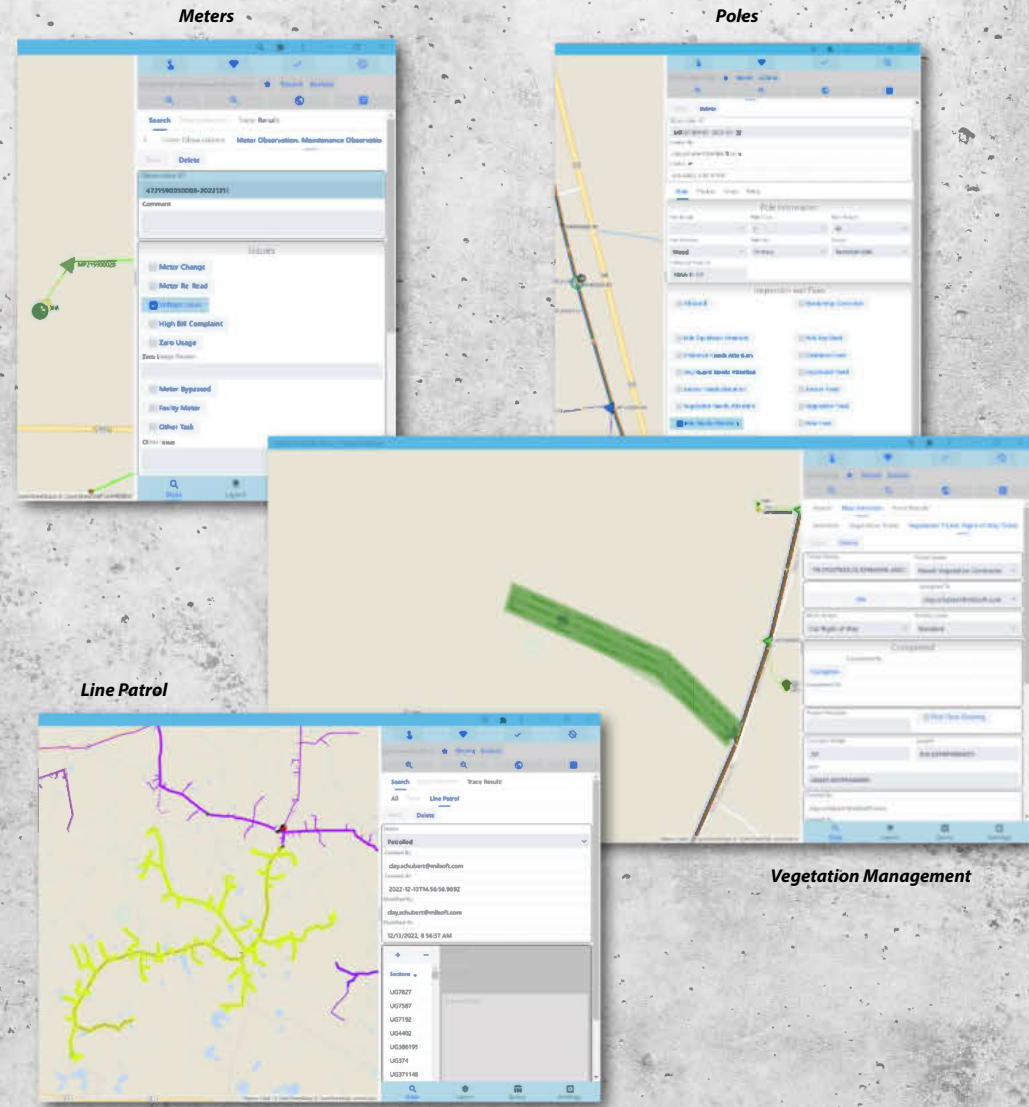
Add-ons to Base Platform



Tickets/Observations/ Inspection Books

- ☐ **Pole:** Includes Tickets & Observations
- ☐ **Meters:** Includes Tickets and Observations
- ☐ **Storm Patrol:** Companion of Pole Tickets + Line Patrol (specifically organized by storm for FEMA, instead of keeping them in Pole Tickets).
- ☐ **Line Patrol:** A drive-by tool to automatically mark/highlight on the map areas where the user has traveled on the system. Provides notation and tracking of areas that have not been driven by. Logs the drive-by of all users so utilities can easily see what part of the system has been driven by over a period of time.
- ☐ **Underground:** Includes Tickets and Observations
- ☐ **Substations and Major Equipment:** Includes Tickets & Inspection Books
- ☐ **Sectionalizing Study Kit**
- ☐ **Distributed Generation Meters:** Includes Tickets and Observations
- ☐ **Vegetation Management (Included Tickets)**
- ☐ **Custom Tickets:** Custom equipment tickets

Examples:



For more information or to schedule a demo:

Email us at: sales@milsoft.com

or

Call: 800.344.5647



FieldSyte Customer Security Manual

DRAFT

Draft

This is a DRAFT document, subject to review and change before distribution

Preface

Purpose

This manual documents the security architecture, implementation, procedures, and practices for the FieldSyte™ system and products.

This includes desktop and mobile applications, cloud services, on-premises services, and the network infrastructure tying all of these together.

It describes the required behavior of FieldSyte personnel with any matters affecting system security, and the expectations and requirements placed upon customer personnel and contractors.

This manual should inform customer staff, especially IT staff, on the security of the FieldSyte system and assist them in their own security assessments.

This manual is intended for distribution both internally, to Milsoft, FieldSyte, and Reavis Code personnel, and also externally to customer personnel. While the security of our system does not depend upon keeping this information secret, it should still be kept as confidential as possible and not be distributed further. Additional confidential documentation is available for internal use only that addresses specific systems and procedures.

Application Context

The FieldSyte system is a mobile map application platform designed specifically for automating internal tasks at utilities.

It therefore, intentionally, has the following important qualities:

- potentially used through the organization by a large number of people
- organizations may allow use by employees and/or contractors
- works over both public and private networks
- runs disconnected, with necessary data stored on the device

- works on commodity mobile devices
- integrates with other utility software and systems
- distributes maps and associated data for:
 - the utility model
 - selected utility consumer information
 - other information chosen by the utility

We cannot change these qualities without fundamentally changing the product and its value. However, these qualities also constrain the types of security tools and procedures which can be applied. We will address these concerns and describe how we have implemented the system in such a way that it minimizes a customer's security exposure without compromising the usefulness of the system and applications they have licensed.

Architecture

FieldSyte's architecture can be broadly divided into:

- hosted cloud services
- on-premises integration services
- client software

Hosted Cloud Services

The FieldSyte cloud consists of a number of data and computing services, hosted with a major hosting provider.

The majority of these components reside in private networks, inaccessible to the public Internet. A small number of entry points allow access from outside, each carefully guarded by a firewalled endpoint with appropriate authentication and authorization mechanisms.

From outside, the cloud appears to be a single web-service API endpoint and some software installation endpoints. Access to any of these is strictly limited to valid user and server accounts and there are almost no anonymously-accessible services other than a small number of redirection and index pages.

The components in the cloud treat all outside connections as untrusted until they have passed authentication and authorization checks. Even within the private portion of the cloud, most services require credentials, which are stored and retrieved from encrypted secret stores and never stored in files or passed insecurely.

These services are multi-tenant, both to reduce costs and to increase the efficiency and effectiveness of auto-scaling, redundancy, and other measures.

Services utilize redundancy, so that no one server failure interrupts service. Further, they are distributed amongst multiple data centers to reduce the risk of even an entire facility failure causing disruption.

On-Premises Integration Services

A single premises server is included with most configurations of FieldSyte. This is installed within the utility's network on a virtual or physical machine that is controlled by the utility's staff.

The Premises Server's job is to move data between internal systems and the FieldSyte cloud, which then communicates securely with client software. The Premises Server never interacts directly with FieldSyte client software.

Examples of premises services include:

- backing up cloud data so that it may be used and archived by utility staff
- uploading data needed for maps or applications
- integrating with internal systems and web services
- scheduling batch processes to run in the cloud

While some processes require the Premises Server to be functioning and able to connect to the cloud, the system as a whole is intentionally designed to continue functioning even if the Premises Server or its network connection has failed. This reduces end-user downtime and reduces the risk of system outages in disaster situations.

Client Software

End-users of the FieldSyte system use a cross-platform app that, based on permissions and organizational settings, contains some number of application modules suited for specific tasks for that user.

While designed specifically for mobile use and devices, the FieldSyte client is compatible with most modern computers and there are many tasks that a customer may wish to use FieldSyte for in the office on a laptop or desktop computer rather than a mobile device.

The client can run disconnected from any network. Software updates, map updates, and data syncing are accomplished when a network is available. No VPN or special network is required, which allows use over commodity Internet connections such as at home, in a hotel, over cellular data, etc. This provides both flexibility in normal usage as well as the ability to continue functioning in disaster situations or other unusual circumstances.

FieldSys[™] Cloud Implementation

The FieldSys[™] Cloud is deployed via a major cloud-computing infrastructure-as-a-service provider.

This provides the following major advantages over individual hosting, colocation, or premises deployments:

- security and reliability
- practically limitless computing, storage, and network capacity
- top-tier IT and operational staff
- 24/7/365 monitoring and protection
- large ecosystem of skilled personnel, consultants, documentation and tools
- commodity pricing
- worldwide availability

The FieldSys Cloud is currently hosted on Amazon Web Services (AWS), one of the biggest and most established providers of cloud computing infrastructure-as-a-service.

AWS has data centers worldwide, divided into regions and then subdivided into availability zones (AZ's). Each availability zone represents a separate facility with its own power and network connections.

The FieldSys Cloud follows this organization to some point, with the ability to have largely-independent clouds deployed into multiple regions, and with each cloud set up to use at least three availability zones to distribute resources and provide failover.

In general, most FieldSys Cloud services are deployed with the following features:

- auto-scaled to ensure minimum capacity and to add capacity as usage increases
- failed machines are replaced automatically
- attached to private subnets that are not accessible from outside the cloud
- able to spawn in three separate availability zones so that three full data center failures are required to disable services
- firewalled to block access to any ports not needed for their purpose
- deployed with the most recent Long Term Support (LTS) version of their operating system
- set to auto-update operating system security patches

Some services store data; these have all the aspects listed above and are also backed up at regular intervals with at least 30 days of history. Organizations should utilize the Premises Server's backup capabilities (see below) for long-term storage and as an additional guard against data loss.

The non-data services are implemented so that they store no important data and that the loss of any one machine does not cause data loss. These machines are therefore effectively

disposable and are replaced as needed for updates, when there are problems with them, or as the auto-scaling expands and contracts the number of servers.

A very small number of services are deployed on the public subnets of the FieldSyte Cloud. These serve as entry points for FieldSyte clients, premises servers, and other software permitted to use the FieldSyte API, and consist almost entirely of layered firewalls, load-balancers, and application gateways.

Except for a very tiny number of public web service URLs required for discovery and interoperability, the FieldSyte cloud is closed to all non-authorized access and all communications are over encrypted protocols, typically HTTPS, with the strongest encryption settings practical.

Authentication

Only three authentication mechanisms exist for accessing the cloud from outside:

- 1) AWS credentials which allow working with the AWS resources directly
- 2) API keys for non-user access, e.g. by a premises server or an integrating third-party
- 3) individual user accounts with usernames and passwords

The AWS credentials are very closely held and protected by MFA and other measures, as access at that level is very powerful. Only a handful of FieldSyte administrators have this access.

API keys are very long, generally 64 character strings. These are used by server-type or otherwise headless systems where the username/password mechanism is not appropriate. They are stored in an encrypted secrets management system in the cloud, and should be stored with similar care on the outside. For example, the FieldSyte Premises Server stores its key in an encrypted file.

User accounts are assigned to specific individual people, and we strongly discourage account sharing, for security and monitoring reasons. The username must be a valid email address, which is used for password resets and other interactions. The password must be very secure; our current requirement is 16 characters but without requiring special symbols. We recommend that users utilize a built-in or add-on password management system to simplify logging in and to reduce the likelihood of someone observing the password or the user having to write it down to remember it. Multi-factor authentication is available for users accounts. We encourage its use for all users, but particularly for those with any administrative privileges.

User passwords are managed in the cloud in a secure system with one-way encryption. The standard OAuth2 mechanism is used to negotiate authentication. No one, not even the primary FieldSyte admins, can see or retrieve user passwords. If they are lost then the password must be reset.

Authorization

The FieldSyte cloud is multi-tenant, meaning that all organizations in a given region are sharing computing and data services.

However, there is a strong division of the internal resources between organizations. For example, organizations do not share database tables, file storage is separated, and even the API calls and app installation sites all incorporate the organization early in their URLs.

Having the organization in API URLs makes it possible to perform authorization checks very quickly and without examining the incoming data. We use this to perform most authentication and authorization checks in a firewalling gateway, for example, and failed attempts are never passed through to backing servers.

API key usage is treated as a special case of user accounts, but other than the credential method they are handled the same way by the authorization system.

Accounts (both user and API key) are treated as global to the cloud, and not necessarily tied to a specific organization. This is to allow users to work with multiple organizations, as is often the case with contractors and assisting crews.

The organization, however, has full control over which accounts have access to their system. This is structured as:

- a list of allowed users, used mostly as a whitelist but with provision for suspending or blacklisting individual accounts
- assignment of allowed users into groups
- association of groups with permitted modules, maps, and profiles

The exception to this is FieldSyte support administrator accounts, who generally have access to all customer systems.

Thus, attempts to access via accounts that authenticate correctly but are not authorized to use the requested organization are blocked immediately and their requests rejected or discarded.

Auditing

Security auditing can be accomplished in a number of ways.

Most data stored in the FieldSyte cloud has a specific user and timestamp representing who modified the data last and when. Most important data is also versioned so that the same data is available from the version history. This metadata is included with premises backup files.

All outside accesses are logged by the gateway. These logs include the account if authenticated, the full URL requested, and the action taken.

FieldSyte Premises Service

The Premises Service is a single Java-based application that runs on a Microsoft Windows system as a Windows Service.

It communicates with the FieldSyte cloud via the standard API. It authenticates via an organization-specific, premises-server-specific API key. This key is organization-specific and is stored in an encrypted file alongside the Premises Server executables.

Most of the Premises Service's communications are organization and application specific, so are unique to a given customer. Examples include:

- importing updates of the WindMil electric model
- importing other map data from GIS or similar sources
- importing consumer or other associated data
- exporting backups of data and files from the cloud for the organization's local use
- communicating two-way with Milsoft OMS
- various MultiSpeak integrations

As the Premises Server is critical to the proper function of FieldSyte, and as it has access to the local network and communicates with such diverse systems, we strongly recommend that the organization's IT staff treat and manage it carefully.

Data Storage and Distribution

Of specific concern is what data is imported into and distributed by the FieldSyte system.

Given our application mission - a distributed, map-based tool that can run disconnected - we have to transfer and store the data necessary for an organization's application and uses.

We recommend that customers utilize a mobile device management system. These systems often support features such as remote lockdown or wipe in case a device is lost or stolen. We strongly recommend that all users lock their screens and devices when not in use, with whichever security options the device provides.

Ultimately, the customer will have to determine their comfort level with data distribution.

We can roughly divide the data into these categories:

- public - nonspecific maps or data that's publicly available
- utility model - the electric grid or other utility model and associated data
- consumer - data about individual utility consumers (name, address, etc.)
- operational - data involved in operations - pole tickets, service orders, etc.

A separate document entitled "FieldSyte Privacy Policy" addresses data concerns and policies in more detail.

Public data

Public data is not a security concern.

Utility model

The utility model is certainly of concern, since it describes the locations and interconnections of utility equipment. However, FieldSyte products would be of little use without this data so it is distributed and, to allow offline use, stored on each device. "Associated data" may include things that are not appropriate for distribution and may be excluded via configuration.

Consumer data

Consumer data is of concern, primarily in the context of possible identity theft. This data is often essential to the tasks performed in FieldSyte, but we recommend the following to reduce risk:

- expose the minimum amount of consumer information needed for FieldSyte work
- do not include sensitive information such as social security numbers, credit cards, etc.

We support and recommend stripping out anything sensitive or questionable as part of the map import process, and also can supply versions of the utility model with the consumer data partially or entirely stripped out to accommodate usage by contractors or similar personnel who should not have access to it.

Operational data

Operational data such as outages, pole tickets, crew assignments, vehicle locations, etc. are often essential to the tasks performed in FieldSyte. As with other data, stripping out data that's not essential or that are deemed too sensitive is recommended.

Security Procedures

Personnel working with FieldSyte take security very seriously, and follow a number of procedures to minimize risk. These are largely based on industry best practices.

Some, but not all, of our procedures are described briefly below.

Minimum Required Authorization

Personnel are only given the permissions and access necessary to perform their jobs.

The highest levels of access are given to a very few, very trusted individuals.

Prompt Removal of Accounts

Accounts and access privileges are promptly removed when personnel change jobs or otherwise no longer support FieldSyte.

Credential Management

Personnel are required to use strong, unique passwords and to use multi-factor authentication (MFA) wherever available. These credentials apply to individuals and are never shared. A credential management system or encrypted secrets facility is used to store any credential information that has to be shared between admins or services.

Computer and Device Security

All computers and mobile devices involved in FieldSyte support are required to be:

- kept up-to-date on operating system and other security patches
- installed and kept updated with anti-malware and anti-virus software
- kept physically secure
- set to automatically lock the screen
- secured with password, passcode, and/or biometric measures

Mobile devices require extra care. Personnel must maintain close physical possession of these devices when not securely stored. They should avoid using public hotspots as much as possible and prefer their own mobile data connections. They must enable any remote tracking, locking, and wiping features available.

FieldSyte Software Vulnerability Checking and Security Updates

Software is scanned for vulnerabilities in third-party libraries as part of the full build process. Any identified vulnerabilities are analyzed and acted upon promptly if they are of any concern.

Customers will be informed of any security updates requiring action on their part, for example to update the Premises Service or FieldSyte client software.

Threat and Vulnerability Monitoring

FieldSyte personnel monitor vulnerability tracking organizations such as <http://nvd.nist.gov> and <http://cve.org>. Vulnerabilities affecting FieldSyte facilities are analyzed and acted upon promptly.

Products and Services From Hostile or Aggressive Nations

As FieldSyte serves the utility sector, we are particularly aware of threats from hostile or aggressive nations. These include, but are not limited to:

- Russia
- North Korea
- Iran
- China

These pose a credible threat to critical infrastructure in the US and allied countries, with a documented history of espionage and specifically targeting US utility infrastructure. Countries such as these have little separation between corporate, government, military and even criminal activity, so products and services provided by corporations or offices in those countries are suspect.

FieldSyte will not use hosting facilities, consulting services, software, hardware, or other relevant products provided by companies in these countries.

China poses an edge case, as it is a global provider of computing hardware and many US and other companies manufacture hardware in China. We use this hardware only when it is backed and distributed by reputable domestic vendors.

Customer Security Expectations

FieldSyte expects its customers to follow the following practices, to the best of their ability.

- no sharing of user accounts
- remove or disable user accounts that are no longer in use
- remove FieldSyte software and data from devices no longer in use
- strong passwords and good password management
- multi-factor authentication for all users, but at minimum for administrators
- maintain physical security of devices
- maintain anti-virus and anti-malware software
- maintain security updates
- update FieldSyte software when requested by FieldSyte staff
- ensure that confidential or sensitive data are not imported into or distributed by FieldSyte

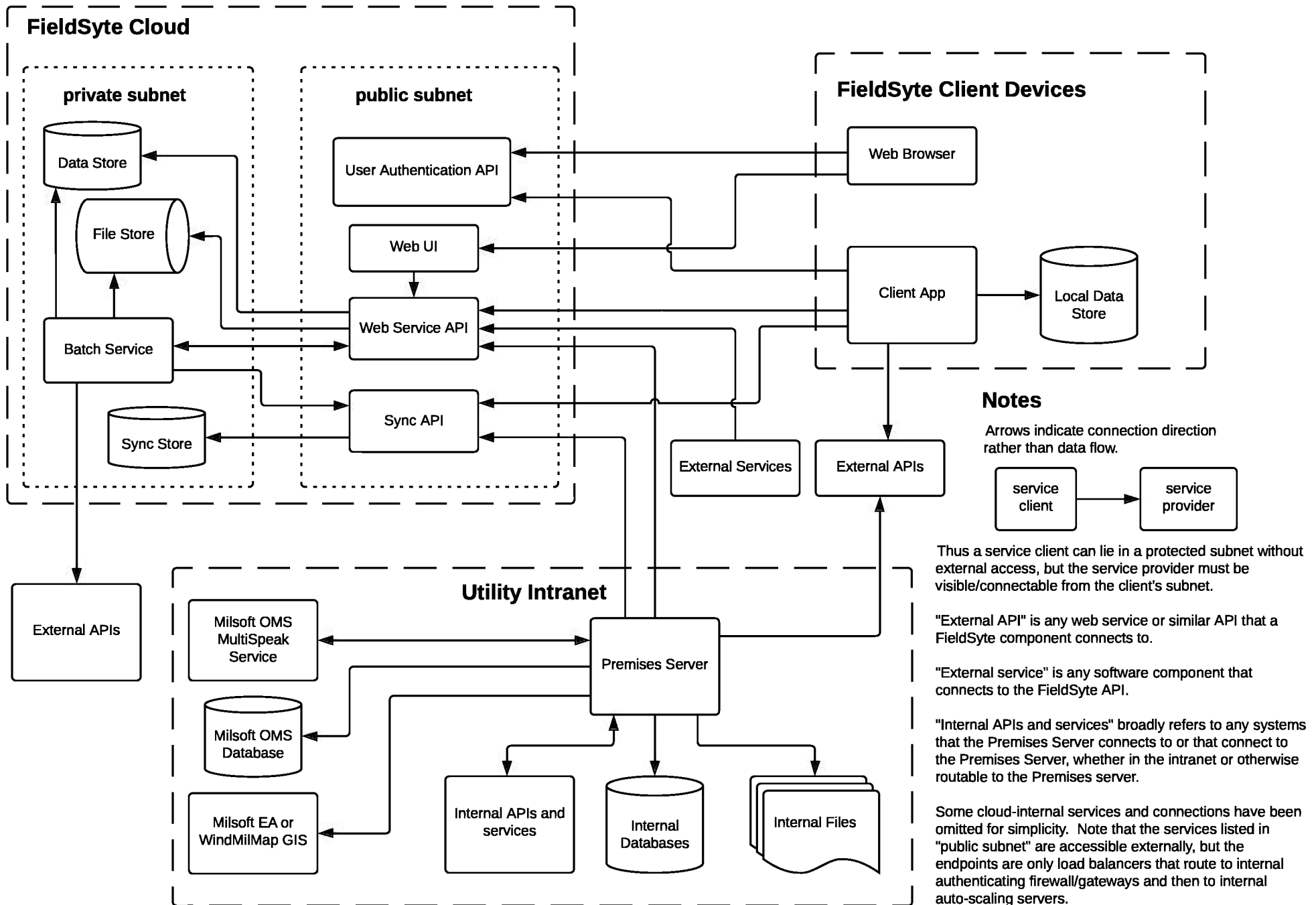
If a user account is deemed to have been compromised or is otherwise a threat to the security or operation of FieldSyte, that account may be disabled without prior notice.

If a larger pattern of threat occurs within an organization, that organization's access may be disabled without prior notice.

In all cases where FieldSyte personnel have concerns about the activity, behavior, or data for an organization, they will contact the appropriate personnel at that organization to discuss and remedy the situation.

FieldSyte Network Architecture

Paul Reavis | May 7, 2024



FieldSyte Privacy Policy - DRAFT

Purpose

This is Milsoft's FieldSyte product privacy policy for their customers. It includes both consulting customers and those with an active software as a service agreement for FieldSyte products. That agreement references this policy in Exhibit A.

This document is not itself a legal contract, and the language in the software as a service agreement or any other active contracts between Milsoft and a customer will always take precedence.

This is a DRAFT and will undergo review, modification and may even be discarded.

Overview

In brief, the privacy policy states that, except by explicit written permission, FieldSyte:

- only stores data for active customers, and deletes it at the end of the relationship
- will not store personal data unrelated to the customer's normal business
- will not store data that can be directly used for identity theft or similar fraud
- will not store data that requires PCI, HIPAA, or similar compliance
- will not store data we are restricted from viewing or that is in any way illegal
- will not share any customer data with third parties, other than direct subcontractors
- will not transfer data in unencrypted form over public networks
- will make best efforts and follow standard best practices for security and privacy
- expects the customer to abide by these policies when using FieldSyte software and storage
- will inform the customer promptly of any violation and work to resolve it in a timely fashion

Definitions

We'll use the following terms for convenience:

- Milsoft - Milsoft Utility Solutions, Inc.
- Reavis Code - Reavis Code Utility Solutions LLC
- FieldSyte - the Milsoft FieldSyte product line, and the Milsoft or Reavis Code employees and direct subcontractors who develop and support the FieldSyte product line
- customer - a utility or other enterprise customer of FieldSyte
- end customer - a customer of the customer, e.g. an electric utility consumer
- employee - for this document, covers employees, contractors, and similarly individuals working under the direction of the customer

- third party - any individual or organization that is neither FieldSyte nor customer
- data - any data provided by or generated by the customer
- personal data - data tied to an individual person, whether employee or end customer
- sensitive data - personal data that can directly be used for fraud

Details

Data Access and Retention

Any data stored or transferred using FieldSyte facilities is subject to inspection by FieldSyte.

FieldSyte only stores data for active customers, and deletes it at the end of the relationship. A backup of the data at time of termination will be provided to the customer, and FieldSyte's backup system will retain the data for thirty days after termination. After thirty days, if the former customer wishes to resume service, they will need to provide the data again for reloading.

FieldSyte may store aggregate data more permanently. This data takes the form of statistics and does not include confidential or personal data. The Software as a Service agreement defines this in more detail.

Data Restrictions

FieldSyte will not store personal data unrelated to the customer's normal business.

FieldSyte will not store data that requires PCI, HIPAA, or similar compliance. The FieldSyte platform is not intended or certified for such purposes.

FieldSyte will not store data that could be directly used for identity theft or similar fraud, such as social security numbers, credit card numbers, or bank account numbers. We refer to these as "sensitive data".

However, FieldSyte will store data that is personal but is less sensitive and which has direct value for the customer's use of our products. Examples include full names, addresses, phone numbers, and the customer's own account numbers (but not e.g. bank account numbers). These are referred to as just "personal data".

FieldSyte will not store data that is considered confidential in a way that excludes FieldSyte from viewing it.

FieldSyte will not store any data that is illegal in any way.

Third Parties

FieldSyte will not share any customer data with third parties. FieldSyte may share customer data with contractors working under our direct supervision. The customer may choose to share information with third parties as they wish, as long as this doesn't violate the terms of any agreements with FieldSyte.

With express permission, FieldSyte may demonstrate software to prospective customers and business partners using customer data, but this data may not be accessed or viewed by those third parties outside of a live demonstration.

Any other exceptions must be expressly permitted, in writing, by the customer.

Data Security

FieldSyte will not transfer data in unencrypted form over public networks. All network communications utilize HTTPS or similar standards for security. Where possible, FieldSyte also transfers data securely within private networks such as the customer organizations' LAN. However, some integrations may require unencrypted communications if the other system does not provide a secure option.

FieldSyte will make best efforts and follow standard best practices for security and privacy. Security is covered in more detail in the FieldSyte Utility Solutions Security Policy.

Diagnostic Data And Logging

FieldSyte software includes logging and the collection of diagnostic, error, and telemetry data in order to facilitate troubleshooting and bug fixes. This data may be transmitted off of a user device and stored in a secure online system.

Incident Resolution

FieldSyte and the customer should inform the other promptly of any violation as soon as it is detected, and work to resolve it in a timely fashion.

Customer Responsibilities

FieldSyte expects the customer to abide by these policies when using FieldSyte software and storage. Willful violation may result in suspension or termination of service without refund.



Bill To

Jessica Pruitt
College Station, City of
PO Box 9960
College Station, TX, 77842-9960
USA

Quote Number: **54419**

Date Created: 08/07/2025

Valid Until: 10/23/2025

Account Manager: Kragen Kechely

Accounting & Billing (Subscription)

Qty	Quoted Line Item	Contract Term	Price (Annual)
1	iXp Subscription Subscription for Work Management System (WMS), and existing integrations. Milsoft Support included.	1 Year(s)	\$37,800.00

Accounting & Billing (Subscription) Total: \$37,800.00

Accounting & Billing (One-Time)

Qty	Quoted Line Item	Contract Term	Price (1-Time)
1	iXp Hosted Solution Software includes Work Management System (WMS), and existing integrations. Contract is for one (1) year. Milsoft Support not applicable.		\$40,200.00

Accounting & Billing (One-Time) Total: \$40,200.00

Training

Qty	Quoted Line Item	List Price	Contract Term	Price (1-Time)
3	Training - WMS Onsite Initial iXp Training Plan includes up to three (3) onsite trips and up to two (2) web training sessions. Includes all travel-related expenses.	\$15,000.00		\$45,000.00

Training Total: \$45,000.00

Non-Recurring Total: \$85,200.00

Recurring Annual Total: \$37,800.00

Grand Total: \$123,000.00

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable, or as an addendum to Customer's current contract(s) with Milsoft.

Terms & Conditions – Training - Lump Sum Package Pricing

Payment Terms

- Payment due in USD upon receipt of invoice
- 75% invoiced upon quote acceptance
- 25% invoiced upon completion of the training

Price Inclusion

- Trainers' travel costs, meals, lodging for onsite presentation, if applicable

Price Exclusions

- Customer-requested changes
- Software sold separately

Terms & Conditions – iXp® Hosted Solution with Subscription

Payment Terms

- Payment due in USD upon receipt of invoice.
- Initial fees invoiced upon quote acceptance.
- Subscription fee invoiced monthly, commencing upon project start.

Price Inclusion

- Initial setup
- Support Program

Subscription / Contract Term

- One (1) year initial term, unless otherwise specified on the face of this Quote; commencing with the start of the project.
- This contract shall become effective upon execution of this agreement. It shall remain in full force and effect with firm fixed bid prices for a period of twelve (12) months. Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to two (2) additional one (1) year terms [three (3) years total]. The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term, or any renewal term, the contract may be renewed month-to-month until a new contract is executed.
- Pricing is based upon mutual commitment to the initial term; in event of early cancellation, the balance of payments for the entire commitment will be due without proration unless otherwise agreed.

IMPORTANT! Hardware and Operating System (OS) Requirements

Customer, before signing below, please check online at <http://milsoft.com/hardware-software-requirements> to ensure that you have current compatibility and the latest recommendations for optimum functionality of this and all Milsoft® software with your organization's computers and devices.

Account Name: College Station, City of

Date Signed: _____ **PO# (If any):** _____

Accepted By(signature): _____

Signer's Email: _____

Printed Name & Title: _____

Email for Invoicing: _____

**EXHIBIT B
PAYMENT SCHEDULE**

- ☐ The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

-OR-

- ☒ Payment is a fixed fee in the amount listed in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Schedule of Payment for each phase:

Design & Staking Software - Not to Exceed \$301,000 for Original Contract Amount.

Annual Ongoing Fees: (upon acceptance of renewal each year)

FieldSyte (pg 47)

Year 2 - \$73,500

Year 3 - \$73,500

iXp Subscription (pg 137)

Year 2 - \$37,800

Year 3 - \$37,800

Total Contract Amount Year 2 \$111,300

Total Contract Amount Year 3 \$111,300

EXHIBIT C
CERTIFICATES OF INSURANCE

Contract No. **25300681**
Technology General Service
Form 04-21-2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2025

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 Arthur J. Gallagher Risk Management Services, LLC 3005 S Treadaway Blvd Abilene TX 79602	CONTACT NAME: Tina Barefield PHONE (A/C, No, Ext): 325-695-0222 E-MAIL ADDRESS: tina_barefield@ajg.com	FAX (A/C, No): 325-695-0228
License#: BR-724491 MILSUTI-01		
INSURED Milsoft Utility Solutions, Inc. P.O. Box 5726 Abilene TX 79608	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Indemnity Company	25658
	INSURER B : Travelers Indemnity Co of America	25666
	INSURER C : Travelers Property Casualty Co of America	25674
	INSURER D : Phoenix Insurance Company	25623
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 1103879112**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 ☒ CG D6 04 02 19 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			H-630-4S392489-IND-24	9/7/2024	9/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA-4S40666A-24-I3-G	9/7/2024	9/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP-4S459283-24-I3	9/7/2024	9/7/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-4S444602-24-I3-G	9/7/2024	9/7/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional liability & Tech E&O Includes Cyber Liab			ZPL-71M84426-24-I3	9/7/2024	9/7/2025	Each Wrongful Act Aggregate Limit \$2,000,000 \$2,000,000

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

The General Liability, Professional Liability, and Business Auto Liability include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Business Auto Liability, and Workers Comp include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy contains an endorsement with Primary and Noncontributory wording as required by written contract. General Liability carries endorsement providing Designated Project(s) for General Aggregate Limit. The General Liability policy includes an endorsement providing 30-day notice of cancellation (or coverage change) will be furnished to the cert holder except 10-day notice for non-pay. Professional Liability has Retroactive Date of 09/07/2011.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
P O Box 9960
College Station TX 77842
USA

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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September 11, 2025
Item No. 7.7.
Electric NERC Compliance Consulting Contract

Sponsor: Glenn Gavit

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on a three-year contract with AESI-US, Inc. not to exceed \$356,129 for North American Electric Reliability Corporation (NERC) compliance consulting.

Relationship to Strategic Goals:

Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this contract.

Summary: College Station Electric Utilities is mandated by FERC/NERC to undergo periodic NERC Standard/Requirement Audits. It is industry best practice to periodically have a third-party consultant perform a compliance audit assessment on an entity as an aid to maintaining an effective internal compliance program. This contract will also allow for required annual third-party Cyber Vulnerability Assessments, subject matter expert audit interview training, as well as “on demand” hours to be utilized for consultation as needed regarding compliance with new/existing NERC requirements.

RFQ #25-065 for compliance consulting was issued on May 7, 2025, and closed on June 10, 2025. Three qualified responses were received, and after careful departmental evaluations, AESI-US, Inc. was selected as the most qualified. This is a three-year contract for an amount not to exceed \$356,129.

Budget & Financial Summary: Funds are available in the Electric Fund Operating Budget.

Attachments:

1. 25300633--LKPc_(CC_09.11.25)



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300633 PROJECT #: N/A BID/RFP/RFQ#: 25-065

Project Name / Contract Description: Electric NERC Compliance Consulting Contract

Name of Contractor: AESI-US, Inc.

CONTRACT TOTAL VALUE: \$ 356,129.00 Grant Funded Yes ☐ No ☒
If yes, what is the grant number:

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

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

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Funds are available in the Electric Fund Operating Budget

(If required)*
CRC Approval Date*: N/A Council Approval Date*: 09/11/2025 Agenda Item No*:

--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

William Glenn Garrit 7/28/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

CITY SECRETARY (if applicable) DATE

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and AESI-US, INC., a Georgia Corporation (the "Consultant"), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I SCOPE OF SERVICES

1.01 This Contract is for Electric NERC Compliance Consulting (the "Project"). The scope and details of the work to be provided to the City by Consultant are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. Consultant agrees to perform or cause the performance of all the work described in **Exhibit "A."**

1.02 Consultant agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Consultant a fee based on the rates set forth in **Exhibit "B"** to this Contract for the services performed by Consultant. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

ARTICLE II PAYMENT

2.01 The total amount of payment, including reimbursements, by the City to Consultant for all services to be performed under this Contract may not, under any circumstances, exceed Three Hundred Fifty Six Thousand One Hundred Twenty Nine **AND** 00 / **100** **DOLLARS (\$ 356,129.00)**.

ARTICLE III CHANGE ORDERS

3.01 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that in the opinion of Consultant, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Consultant and the City's Project Manager.

- (a) When the original Contract amount plus all change orders is \$100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

- (b) When the original contract amount plus all change orders is equal to or greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council; and
- (c) **Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

ARTICLE IV TIME OF PERFORMANCE

- ☒ **4.01** Except as provided in Article X herein below, the Consultant shall complete all of the work described in Exhibit "A" by the dates set forth below.
Term of this contract will be for three (3) years beginning October 14, 2025

- OR -

- ☐ **4.01** Except as provided in Article X herein below, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

4.02 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

4.03 Consultant promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Consultant agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Consultant under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

ARTICLE V
INDEPENDENT CONSULTANT

5.01 In all activities or services performed hereunder, the Consultant is an independent Consultant and not an agent or employee of the City. The Consultant, as an independent Consultant, shall be responsible for the final product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment and labor required for the execution of the work on the Project. The Consultant shall have ultimate control over the execution of the work under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subconsultants, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subconsultants except to the limited extent provided for in this Contract. Consultant shall be liable for any misrepresentations. Any negotiations by the Consultant on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

ARTICLE VI
AUTHORIZATION

6.01 The City shall direct Consultant to commence work on the Project by sending Consultant a "letter of authorization" to begin work on the Project.

6.02 Upon receipt of the letter of authorization to begin work on the implementation of the Project, Consultant shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

6.03 Consultant shall consult with the City and may in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Consultant shall be an independent Consultant at all times and is not to be considered either an agent or an employee of the City.

ARTICLE VII
WARRANTY

7.01 As an experienced and qualified professional, Consultant warrants that the information provided by Consultant reflects high professional and industry standards, procedures, and performances. Approval or acceptance by the City of any of Consultant's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Consultant, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Consultant's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the work products prepared by Consultant, its employees, associates, agents, or subconsultants.

7.02 Consultant shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

7.03 Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no later than fifteen (15) calendar days after receiving notice of said errors, deficiencies, or unacceptable work product.

7.04 Any and all of Consultant's work product ("Work Product") hereunder shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business.

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

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

ARTICLE VIII INDEMNIFICATION & RELEASE

8.01 INDEMNITY

- (a)** To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or breach of contract including failure to pay a subconsultant, subconsultant, or supplier occurring in the course of performance of professional services pursuant to this Contract by Consultant, its employees, subconsultants, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. **IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE**

AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

- (b) To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts named in section 8.01 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.
- (c) It is mutually understood and agreed that the indemnification provided for in this section shall indefinitely survive any expiration, completion or termination of this Contract.
- (d) 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 this section, 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. 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.

8.02 Release. The Consultant releases, relinquishes, and discharges the City, its council members, officials, 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, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

**ARTICLE IX
INSURANCE**

9.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the

Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below:

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

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

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

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

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

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

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of

individual exclusions being attached for review and acceptance.

- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

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

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

9.07 Workers' Compensation/Employer's Liability Insurance requirements. The Workers' Compensation/Employer's Liability Insurance shall include the following terms:

- (a) Employer's Liability limits of \$1,000,000 for each accident is required.
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- (c) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

9.08 Professional Liability requirements. The following Professional Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting

period on this policy will not be sufficient to comply with the obligations hereunder.

- (d) Retroactive date must be shown on certificate.

ARTICLE X TERMINATION

10.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Consultant, in writing, who shall cease work immediately. Consultant shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Consultant for the services properly performed and expenses incurred prior to the date of termination.

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

ARTICLE XI MISCELLANEOUS TERMS

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

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

CITY:

City of College Station
Attn: Stacy Lee
P.O. Box 9960
College Station, Texas 77842

CONSULTANT:

AESI-US, INC.
Attn: Joel Charlebois
412 E. Main St. Lower Level
New Albany, IN 47150

11.03 Consultant, its employees, associates or subconsultants shall perform all the work hereunder. Consultant agrees that all of its associates, employees, or subconsultants who work on this Project shall be fully qualified and competent to do the work described hereunder. Consultant shall undertake the work and complete it in a timely manner.

11.04 The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Consultant may not knowingly obtain the labor or services of an undocumented worker. The Consultant, not the City, must verify eligibility for employment as required by IRCA.

11.05 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

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

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

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

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

11.10 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

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

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

11.13 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, Consultant 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, Consultant 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 Consultant herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

11.14 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. Scope of Services
- B. Payment Schedule
- C. Contractor Security & Confidentiality Agreement
- D. Electric Operational Technology Cyber Security Supply Chain Risk Management and Non-Disclosure Confidentiality Agreement
- E. Certificate of Insurance

AESI-US, INC.

By: Stephen DiSalvo
Printed Name: Stephen DiSalvo
Title: Vice President, Regulatory Compliance
Date: 7/28/2025

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

Exhibit A

Scope of Services

The scope of this project is to assist COCS with activities related to maintaining compliance with Mandatory Reliability Standards in accordance with NERC, Texas RE, and ERCOT. This may include assisting COCS in any Compliance Monitoring and Enforcement Program (CMEP) or Rules of Procedure (RoP) related activities where COCS internal resources require or desire assistance. COCS will seek assistance on an as-needed basis.

Activities may include, but are not limited to the following:

- Assisting COCS with internal reviews, audits, and/or vulnerability assessments.
- Assisting COCS with periodic reporting or self-logging.
- Assisting COCS with implementing new or revised standards in advance of the effective date, including developing process/procedures, and ensuring COCS Subject Matter Experts (SME's) have a full understanding of Standards and Requirements.
- Provide guidance on other NERC, Texas RE, and ERCOT CMEP or RoP activities as appropriate and requested.
- Provide training for COCS staff on NERC, Texas RE, and ERCOT CMEP or RoP activities, standards, and guidelines.



Request for Qualifications

**RFQ No. 25-065: ELECTRIC NERC
COMPLIANCE CONSULTING**

Prepared for:

**City Of College Station,
Texas**

AESI -US, Inc.

412 E Main Street, Lower Level
New Albany, Indiana, 47150
P - 770.870.1630
F - 770.870.1629
www.aesi-inc.com

City Of College Station, Texas

Electric NERC Compliance Consulting

Prepared by: Stephen DiSalvo

A handwritten signature in blue ink that reads 'J Charlebois'.

Authorized by: Joel Charlebois, P.Eng.
Senior Vice President

Date: 2025-06-10

Third Party Disclaimer

The content of this document is not intended for the use of, nor is it intended to be relied upon by any person, firm, or corporation, other than the client and AESI-US, Inc. (Acumen). Acumen denies any liability whatsoever to other parties for damages or injury suffered by such third party arising from use of this document by them, without the express prior written authority of Acumen and our client. This document is subject to further restrictions imposed by the contract between the client and Acumen and these parties' permission must be sought regarding this document in all other circumstances.

Liability

The total aggregate liability of Acumen resulting from any culpability with respect to the performance of the contracted consulting services and compliance activities associated with this project shall be limited to the total fee paid to Acumen for project work resulting from the acceptance of this proposal. Should the Client be subject to any findings or claims of regulatory non-compliance, including associated sanctions or penalties, it is the Client's sole responsibility to address any such findings or claims.

Confidential

This document is for the confidential use of the addressee only. Any retention, reproduction, distribution, or disclosure to parties other than the addressee is prohibited without the express written authorization of Acumen.

Force Majeure

Neither party shall be in default of the Agreement where the failure to perform an obligation is due wholly to a cause beyond its reasonable control. The party experiencing such a difficulty shall promptly notify the other of its inability to fulfil its obligation. The parties agree to negotiate in good faith an extension of time for performing the obligation, avenues to resolve the situation and resolution of any financial impacts. Both parties shall mitigate their losses.

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CERTIFICATION

The undersigned affirms that they are duly authorized and qualified to submit this SOQ. The undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement for Professional Services without modification.

Signed By: Joel Charlebois Title: Vice President

Typed Name: Joel Charlebois Company Name: AESI-US, Inc.

Phone No.: 770.870.1630 x. 236 Fax No.: 770.870.1629

Email: joelc@aes-inc.com

Bid Address: 412 E. Main Street, Lower Level New Albany IN 47150
P.O. Box or Street City State Zip

Order Address: 412 E. Main Street, Lower Level New Albany IN 47150
P.O. Box or Street City State Zip

Remit Address: 412 E. Main Street, Lower Level New Albany IN 47150
P.O. Box or Street City State Zip

Federal Tax ID No.: 58-2340591

DUNS No.: 01-1420771

Date: May 28, 2025

Number of Addenda Acknowledged: N/A- None Issued

Acknowledgement of review and acceptance of Exhibit C (of contract): Acknowledged

Acknowledgement of review and acceptance of Exhibit D (of contract): Acknowledged

END OF RFQ NO. 25-065

*****DO NOT MODIFY THIS FORM*****

1. Firm Introduction (RFQ Section A)

Acumen (AESI-US, Inc.) has been a leader in engineering and regulatory compliance consulting for the electric utility industry since 1984. With **40 years of experience**, our firm has supported over **700 clients** across North America, including municipal utilities, generation and transmission providers, ISOs, and government agencies. Our expertise spans **NERC Reliability Standards (CIP and O&P), operational technology, and cybersecurity**, with a proven track record of helping clients navigate complex compliance requirements while maintaining operational efficiency.

Acumen's team comprises **18 highly skilled professionals**, including former utility operators, NERC auditors, and standards developers, ensuring a practical, field-tested approach to compliance. We have conducted **300+ mock audits and readiness assessments**, including tailored engagements for Texas utilities, giving us unique insight into **Texas RE (TRE) audit expectations** and regional nuances. Our work extends beyond assessments to include **training, documentation development, and program implementation**, ensuring clients are prepared not just for audits but for long-term compliance sustainability.

Active participation in industry initiatives, such as the **NERC Standards Review process and the Reliability Assurance Initiative (RAI)**, keeps our team at the forefront of regulatory changes. This involvement allows us to anticipate shifts in enforcement priorities and align client programs with emerging best practices. Additionally, as an authorized **Hometown Connections Partner**, we are recognized for our expertise in **cybersecurity and IT/OT integration**, further supporting utilities in mitigating risks to critical infrastructure.

1.1 Key Differentiators for The City of College Station (CoCS):

At Acumen, we adopt a client-focused approach to all our work, which has been instrumental in driving our company progressively forward throughout its history. Our commitment to client satisfaction goes beyond project deliverables and adhering to schedules; it is about building quality relationships based on professionalism, mutual trust, and a high standard of customer service. This approach has earned us the loyalty of our clients, who regularly engage us for new and recurring services. Described below are our main differentiators and benefits that we bring to our clients.

Differentiators	Benefits
Experience in TRE since Day 1 of Mandatory Compliance	Over many years of NERC audit services, Acumen has come to understand the expectations of the TRE auditors.

Differentiators	Benefits
	This knowledge and relationship relate back into the quality of review and recommendations on presentation to ensure any nuances specific to TRE are identified and shared with CoCS staff.
Day 1 Experience with Risk Based NERC Compliance Monitoring and Enforcement (CMEP) and Internal Controls	One of our team members was instrumental in the risk-based paradigm shift of the CMEP as part of the MRO pilot program. This led to the Reliability Assurance Initiative (RAI), where he partnered with industry stakeholders to mature and strengthen the posture of their internal compliance program. Today is now an integrated part of the CMEP.
Former utility staff including senior staff among Acumen team	Our team has experience on both sides of the compliance process, having prepared for NERC reliability compliance audits as utility witnesses and SMEs, as well as serving as contract auditors for various regions. • This provides a different level of understanding of the processes, systems and issues faced by your staff. • It drives our belief and ability to provide recommendations and solutions that are technically feasible, practically implementable and support operational efficiencies.
Expertise in both O&P and CIP standards	Acumen provides a comprehensive suite of services for both NERC CIP and O&P standards. This enables clients to benefit from single-source vendor procurement, consistent team representation and deliverables, and high-quality service.
Acumen has provided Comprehensive NERC Services Across the Energy Market	Acumen has delivered NERC services across the entire spectrum of the energy market, including generation, transmission, distribution, and operations, covering all NERC Regions. This extensive experience has granted us the privilege of engaging with diverse regulatory compliance frameworks, compliance cultures, and subject matter experts. As a result, we can offer insights drawn from a

Differentiators	Benefits
	broad range of sources, ensuring that we provide the best and most suitable recommendations for CoCS. Acumen is also very familiar with Independent System Operators, having provided NERC Compliance services for both CIP and O&P standards to the AESO, IESO, ERCOT and MISO.
Experience with CoCS of College Station	Acumen has a long-standing and extensive history of supporting CoCS in NERC CIP compliance efforts, spanning multiple successful projects over nearly a decade. Our experience includes critical engagements such as the City of College Station, Old Dominion Electric Cooperative, Suncor Energy, Lower Colorado River Authority, These projects have provided us with deep insight into CoCS's regulatory framework, audit processes, and operational challenges. Our familiarity with the expectations, combined with our proven track record in delivering high-quality compliance support, uniquely positions Acumen to provide seamless, efficient, and knowledgeable assistance for this engagement.
Strategic Partnership with Hometown Connections Inc.	Hometown Connections is a national non-profit utility services organization owned jointly by six public power joint action agencies, including the American Municipal Power, Inc. (AMP), the Missouri Public Utility Alliance (MPUA), and the Vermont Public Power Supply Authority (VPPSA). This ownership structure ensures that HCI operates with the best interests of public power utilities in mind. HCI has established a portfolio of product and <i>Acumen was selected as the Hometown Connections Partner of the Year in 2019, symbolizing the highest recognition in delivering value to public power in the U.S.</i> 

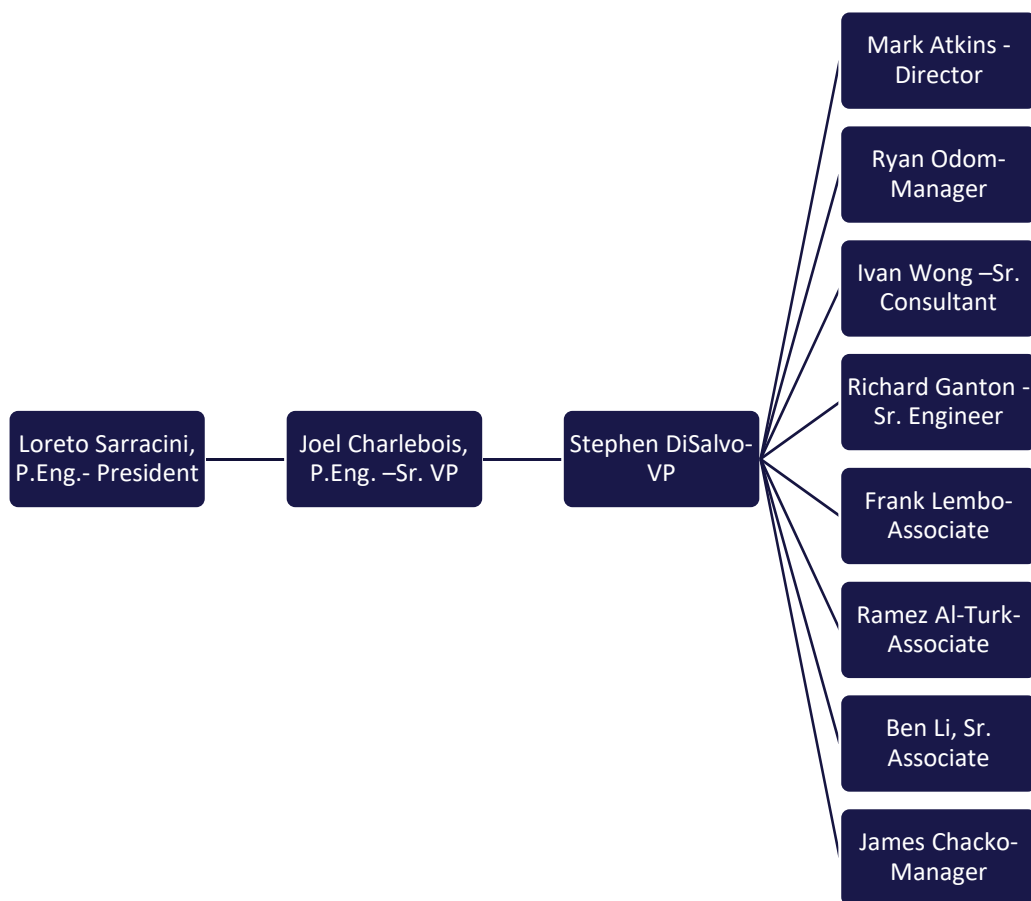
Differentiators	Benefits
	service vendors endorsed for public power utilities. Acumen has been selected as HCI's exclusive partner for cyber and physical security, operational technology, and regulatory services. Marc Gerken, President & CEO of Hometown Connections, emphasizes Acumen's enduring commitment and expertise in serving public power entities. Recognizing Acumen's value in addressing the specific needs of public power systems, he highlights the company's core capabilities in delivering comprehensive security (cyber and physical), operational technology, and regulatory compliance services, making Acumen a trusted and valuable partner for HCI. For further inquiries, Marc Gerken can be contacted at mgerken@hometownconnections.com or 614-519-5347.

Strategic Partnership with American Public Power Association	Doug Westlund, Senior Vice President at Acumen, actively supports the APPA and their members in developing and implementing cyber security best practices and programs. Doug is an active speaker on the topic, including presentations at the APPA E&O, National, and Cybersecurity Summit Conferences. Doug has also provided executive-level and Board training, specifically at the APPA National Conference. Doug was a co-author of the Cyber Security Primer document published by the APPA. As thought leaders in the field, we regularly share our insights and expertise at industry conferences. In May 2023, Doug presented on the topic of Managing the Nuances of IT/OT at the American Public Power Association Cybersecurity Summit in Denver, CO. 
--	---

1.2 Organizational Structure:

Core Team for the project:

- **Relationship Manager:**
 - Mark R. Atkins- Director, Regulatory Compliance
- **Project Management Team and Compliance Leads:**
 - Mark R. Atkins- Director, Regulatory Compliance
 - Ryan Odom- Manager, Regulatory Compliance
 - Ivan Wong, Senior Cyber Security Consultant
- **NERC SME Team – Advisory / Training / Auditing / Reporting:**
 - Stephen DiSalvo- Vice President, Regulatory Compliance
 - Joel Charlebois- Senior Vice President, Regulatory Compliance
 - Richard Ganton - Senior Engineer - Automation & Compliance Specialist
 - Loreto Sarracini- President and Principal Consultant
 - Frank Lembo - P.Eng., Associate
 - Ramez Al-Turk - M.Eng. P.Eng., Associate
 - Ben Li - P. Eng. - Associate
- **Cybersecurity Specialists – Cybersecurity Vulnerability Assessments/ NERC SME:**
 - James Chacko - Cyber Security Manager
- **Support Staff - Administration:**
 - Dedicated analysts for documentation and training.
- **Project Organizational Chart:**



More information on the team can be found in **Section C**.

Acumen Offices:

- **Parent Company:** AESI Acumen Engineered Solutions International Inc. (Canada)
5575 North Service Rd., Ste. 401, Burlington, Ontario, L7L 6M1, Canada
- **U.S. Entity:** AESI-US, Inc. (C-Corporation, Georgia-based).
412 E. Main Street, Lower Level, New Albany, IN 47150, USA

2. Project Manager Qualifications (RFQ Section B)

Mark Atkins, Acumen's Director of Regulatory Compliance, will serve as the Project Manager for this engagement. With **40+ years of hands-on utility experience**, spanning field operations as a lineman, engineering, and NERC compliance management, Mark brings unparalleled

expertise in translating regulatory requirements into practical, operational solutions for utilities like the city of College Station.

Mark Atkins, Acumen's Director of Regulatory Compliance, will serve as the Project Manager for this engagement. Mark is a **highly experienced regulatory compliance expert** with over **four decades** of hands-on experience across **distribution, generation, and transmission utilities**. Having served as a **lineman, operations engineer, operations manager, and NERC compliance manager**, Mark possesses a **deep operational understanding of reliability standards and compliance requirements**.

Mark specializes in **CIP and O&P compliance audits, gap assessments, and regulatory consulting**. He has led multiple **mock audits, audit preparations, and compliance strategy initiatives** for utilities across all **NERC regions**. His experience extends to **ISOs, including IESO, ERCOT, and MISO**, where he has managed complex compliance projects.

Mark is an **active participant in NERC Standard Drafting Teams (SDTs)** and contributes to **NERC and regional compliance workshops**, ensuring his expertise remains aligned with industry developments.

Key Qualifications:

Experience in NERC:

- Led CIP and O&P mock audits and gap assessments across all NERC regions and Alberta.
- Provided expert guidance on NERC's CIP Evidence Request Tool (ERT).
- Served as SME for 19 NERC Reliability Standards applicable to Transmission Owners (TO), Operators (TOP), Service Providers (TSP), and Planners (TP).
- Managed NERC O&P audits with zero compliance violations, including NPCC audits in 2009, 2012, and 2015.
- Led peer reviews for North American Transmission Forum (NATF) compliance assessments.
- Developed and maintained CIP and O&P compliance policies and procedures.
- Authored and reviewed CIP RSAWs and training materials to ensure compliance readiness.

- Created and implemented compliance programs for Emergency Operations (EOP), Transmission Operations (TOP), Voltage and Reactive (VAR), and Communications (COM) standards.
- Trained SMEs on audit readiness, regulatory testimony, and compliance program development.
- Active member of multiple NERC Standard Drafting Teams, including:
 - EOP Technical Periodic Review Team – Reviewed EOP-004, EOP-005, EOP-006, and EOP-008.
 - NERC Project 2021-03 CIP-002 TOCC – Reviewed and revised CIP-002 for Transmission Owner Control Centers.
 - NERC Project 2021-02 – Modifications to VAR-002.
- Provides monthly NERC briefing services and NERC managed services for multiple clients.
- Director, Regulatory Compliance (Current) – Leads NERC compliance initiatives, audits, and consulting projects.
- Lead Auditor & Compliance Manager (Past roles) – Managed regulatory audits and compliance strategies for multiple utilities.
- ISO & Utility Compliance Consultant – Provided compliance solutions for Santee Cooper, LG&E, Dominion South Carolina, LCRA, Columbia Basin, IESO, ERCOT, and MISO.
- ARS Compliance Specialist – Worked with Suncor, ATCO, Capital Power, and Enfinite on Alberta Reliability Standards (ARS) compliance.

1. **Technical Competency & Specialized Expertise**

- **NERC Standards Mastery:** Subject Matter Expert (SME) for **19 NERC Reliability Standards**, including CIP-002, CIP-003, CIP-011, and key O&P standards (EOP, TOP, VAR, COM).
- **Audit Leadership:** Conducted **100+ CIP and O&P mock audits/gap assessments** across all NERC regions, including Texas RE (TRE) audits for clients like ERCOT, Santee Cooper (SERC 2020/2023), and MISO.

- **Regulatory Influence:** Active member of **NERC Standard Drafting Teams** (e.g., EOP-004/005/006/008 review, CIP-002 TOCC revisions), ensuring alignment with evolving compliance expectations.

2. Project Experience

- **Zero-Violation Audits:** Successfully managed **NPCC audits (2009, 2012, 2015)** with zero violations, testifying as SME for 8 standards.
- **Texas-Specific Expertise:** Led compliance projects for **ERCOT entities**, addressing TOP/TO requirements and TRE audit nuances.
- **Peer Reviews:** Team lead for **North American Transmission Forum (NATF)** compliance assessments (e.g., SMUD).

3. Educational Background & Certifications

- B.S. Electrical Engineering Technology
- NERC Lead Auditor
- CIP Evidence Request Tool (ERT) Specialist

4. Approach for CoCS

Mark's unique blend of **field operations experience** and **regulatory acumen** will ensure College Station's compliance program will:

- Prioritize **audit-ready documentation** (e.g., RSAWs, policies).
- Integrate **operational realities** into compliance solutions.
- Leverage **TRE-specific insights** to streamline audit preparedness.

Relevant Projects Highlighted:

Project	Role	Outcome
Santee Cooper (SERC 2023)	CIP/O&P Mock Audit Lead	Zero findings; improved evidence retention.
ERCOT Compliance Program	SME for TOP/VAR Standards	Aligned procedures with TRE expectations.
NPCC Audits (2009–2015)	Compliance Manager	Zero violations across 3 audits.

Certifications & Affiliations:

- NERC Standards Drafting Team Member (Active: CIP-002 TOCC, VAR-002).
- Regular participant in **NERC/TRE workshops** and industry forums.

3. Technical Personnel & Subconsultants (RFQ Section C)

Our depth of resources ensures continuity throughout the life cycle of a project, and for future assignments allows for efficient knowledge transfer. Our team has broad and practical experience in the power utility industry, understanding, interpreting and applying NERC Standards that will support CoCS, using industry best practices to sustain their compliance readiness.

Our overall Program Manager, Mark Atkins, will take a focused approach supporting CoCS's NERC compliance activities. Like all proposed Acumen team members, Mark will ensure a commitment to a high standard of customer service, professionalism and mutual trust.

3.1.1 Mark R. Atkins

Job Title: Director, Regulatory Compliance – Overall Project Manager, Auditor

Relevant Education and Designations:

- B.S., Electronic Technology, University of Massachusetts, 2002
- Technical Diploma, Telecommunications Electronics, Sylvania Technical College, 1998

Bio:

Mark Atkins is a **highly experienced regulatory compliance expert** with over **four decades** of hands-on experience across **distribution, generation, and transmission utilities**. Having served as a **lineman, operations engineer, operations manager, and NERC compliance manager**, Mark possesses a **deep operational understanding of reliability standards and compliance requirements**.

Mark specializes in **CIP and O&P compliance audits, gap assessments, and regulatory consulting**. He has led multiple **mock audits, audit preparations, and compliance strategy initiatives** for utilities across all **NERC regions**. His experience extends to **ISOs, including IESO, ERCOT, and MISO**, where he has managed complex compliance projects.

Mark is an **active participant in NERC Standard Drafting Teams (SDTs)** and contributes to **NERC and regional compliance workshops**, ensuring his expertise remains aligned with industry developments.

Experience in NERC Compliance:

- Led CIP and O&P mock audits and gap assessments across all NERC regions and Alberta.
- Provided expert guidance on NERC's CIP Evidence Request Tool (ERT).
- Served as SME for 19 NERC Reliability Standards applicable to Transmission Owners (TO), Operators (TOP), Service Providers (TSP), and Planners (TP).
- Managed NERC O&P audits with zero compliance violations, including NPCC audits in 2009, 2012, and 2015.
- Led peer reviews for North American Transmission Forum (NATF) compliance assessments.
- Developed and maintained CIP and O&P compliance policies and procedures.
- Authored and reviewed CIP RSAWs and training materials to ensure compliance readiness.
- Created and implemented compliance programs for Emergency Operations (EOP), Transmission Operations (TOP), Voltage and Reactive (VAR), and Communications (COM) standards.
- Trained SMEs on audit readiness, regulatory testimony, and compliance program development.
- Active member of multiple NERC Standard Drafting Teams, including:
 - EOP Technical Periodic Review Team – Reviewed EOP-004, EOP-005, EOP-006, and EOP-008.
 - NERC Project 2021-03 CIP-002 TOCC – Reviewed and revised CIP-002 for Transmission Owner Control Centers.
 - NERC Project 2021-02 – Modifications to VAR-002.
- Provides monthly NERC briefing services and NERC managed services for multiple clients.
- Director, Regulatory Compliance (Current) – Leads NERC compliance initiatives, audits, and consulting projects.
- Lead Auditor & Compliance Manager (Past roles) – Managed regulatory audits and compliance strategies for multiple utilities.

- ISO & Utility Compliance Consultant – Provided compliance solutions for Santee Cooper, LG&E, Dominion South Carolina, LCRA, Columbia Basin, IESO, ERCOT, and MISO.
- ARS Compliance Specialist – Worked with Suncor, ATCO, Capital Power, and Enfinite on Alberta Reliability Standards (ARS) compliance.

Relevant Projects:

- PowerSouth Energy Cooperative, SERC, CIP, 2018
- Hydro One, NPCC, CIP, 2017
- Independent Electric System Operator, NPCC, CIP, 2017
- South Carolina & Gas, SERC, CIP, 2017
- Cooperative Energy (formerly SMEPA), SERC, CIP, 2017
- Cross Texas Transmission, TRE, CIP, 2017
- E.On, SERC/RFC, Non-CIP, 2015

3.1.2 Stephen DiSalvo

Job Title: Vice President, Regulatory Compliance -Auditor / Advisory

Relevant Education and Designations:

- Bachelor of Engineering – Civil Engineering, Stevens Institute of Technology, Hoboken, NJ, 2007

Bio:

Stephen DiSalvo is a seasoned regulatory compliance expert with extensive experience in NERC and ARS compliance, spanning multiple NERC regions, **including NPCC, WECC, RFC, and SERC**. As a former Regulatory Compliance Manager for various generation and transmission entities, he has **led compliance program development, conducted mock audits**, and guided utilities through complex regulatory challenges. His expertise covers certification readiness, governance documentation, internal controls, and audit preparedness, ensuring utilities meet evolving NERC regulatory requirements effectively.

Experience in NERC Compliance:

- Developed comprehensive compliance programs, governance documents, and policies for both CIP and O&P standards.
- Led certification readiness initiatives for various NERC-registered functions, including Transmission Operators (TOP).
- Provided real-time compliance oversight for 24-hour Control Center environments, ensuring adherence to NERC obligations and operational directives.
- Conducted numerous internal compliance program (ICP) assessments and mock audits for a range of registered entities, including GO, GOP, TO, TOP, BA, and RC.
- Evaluated and addressed compliance gaps, developed mitigation measures, and provided cost analyses for alternative compliance strategies.
- Directed NERC audit processes, including SME coordination, RSAW development, evidence retention, and internal audit preparation.
- Led NERC de-registration efforts for inaccurately registered entities across multiple NERC regions.
- Managed compliance responses to NERC alerts, self-certifications, self-reports, spot-checks, and audits.
- Assisted utilities with understanding and implementing BES definition changes and CIP Version 5/6/7 compliance requirements.
- Developed and delivered NERC (CIP and 693 Standards) compliance training for operations personnel at large-scale utilities.
- Currently providing NERC Monthly Briefing Services and NERC Managed Services across various NERC regions.
- Currently conducting compliance oversight and regulatory guidance for utilities navigating evolving NERC requirements.

Relevant Projects:

- Sidney A. Murray Hydroelectric, SERC, Non-CIP, 2018. Project Manager.
- Cooperative Energy (formerly SMEPA), SERC, CIP & Non-CIP, 2018. Project Manager.
- Baconton Power & Sowega Power, SERC, CIP & Non-CIP, 2015-2019 (ongoing). Project Manager

- NERC Compliance Services, Louisville Gas & Electric, SERC, Non-CIP, 2017. Project Manager.
- NERC Compliance Services, NPCC, Non-CIP, 2017. Project Manager.
- NERC Compliance Services, Northland Power Inc., MRO (and SERA), Non-CIP, 2017.
- NERC Compliance Services, Indianapolis Power & Light, RFC, Non-CIP, 2016.
- NERC Compliance Services Hydro Quebec Transmission and Generation, NPCC, Non-CIP, 2016. Project Manager.
- NERC Compliance Services, E.On, SERC/RFC, 2015. Project Manager.

3.1.3 Ryan Odom

Job Title: Manager, Regulatory Compliance, Auditor

Relevant Education and Designations:

- Bachelor of Engineering – Texas A&M College of Engineering, 2012

Bio:

Ryan Odom is a **seasoned NERC compliance expert** with a **strong background in regulatory compliance, audit preparation, and compliance program development**. With over a decade of experience, he has worked on both the **industry and regulatory sides of NERC compliance**, providing deep insights into **gap assessments, RSAW reviews, audit engagements, and compliance documentation**.

Ryan has conducted and participated in **numerous NERC audits, crafting detailed audit reports, compliance gap analyses, and mitigation recommendations**. His expertise extends to **policy and procedure development, evidentiary requirements, and regulatory engagement**. He is also a **regular observer at NERC standard drafting team meetings**, staying at the forefront of evolving compliance requirements.

Experience in NERC Compliance:

- Conducted mock audits and compliance readiness assessments for utilities in Texas RE, Formosa Plastics, and AES Clean Energy.
- Developed NERC compliance documentation, including policies, procedures, and RSAWs, for entities in NPCC, RF, WECC, and Texas RE regions.

- Provided witness training and audit preparation support for utilities undergoing NERC audits.
- Reviewed and developed NERC Regulatory Compliance documentation, including standing instructions, operating orders, and evidentiary requirements.
- Conducted gap assessments and developed recommendations for remedying compliance gaps.
- Conducted mock audits, RSAW reviews, and gap assessments to ensure NERC compliance.
- Developed and reviewed NERC compliance documentation, including:
 - Policies and procedures
 - Standing instructions
 - Operating orders
 - Roles and responsibilities documentation
- Crafted detailed NERC audit reports, identifying compliance gaps and mitigation strategies.
- Prepared compliance programs and self-reporting language for potential non-compliances (PNCs).
- Worked closely with NERC regional entities (NPCC, RF, WECC, Texas RE) to support compliance efforts.
- Engaged in audit preparation and witness training to enhance regulatory readiness.
- Reviewed and secured NERC compliance evidence, ensuring alignment with regulatory expectations.
- Coordinated compliance activities with regional reliability entities.
- Senior Reliability Consultant, Burns & McDonnell (2024) – Led mock audits, witness preparation, and compliance support.
- AES Clean Energy, NPCC, RF, WECC, Texas RE (2023) – Provided NERC audit readiness and regulatory compliance services.

- Texas RE (2018–2022) – Conducted mock audits, prepared witnesses, and supported compliance activities.
- Formosa Plastics, Texas RE (2013–2018) – Managed NERC compliance efforts, including audits, gap assessments, and regulatory engagement.

3.1.4 Ivan Wong

Job Title: Senior Cyber Security Consultant

Relevant Education and Designations:

- Bachelor of Engineering, Electrical Engineering, Ryerson University, Toronto, 2008
- **Certifications:** CCNA, CCNA Voice, CCNA Wireless, CCNA Security, VCP6-DCV.

Bio: Ivan is a goal-oriented and collaborative IT professional with over 15 years of proven experience analyzing and troubleshooting large corporate networks. His extensive utility experience includes NERC CIP compliance support, cybersecurity vulnerability assessments, mock audits, gap assessments, asset inventory projects, and firewall design/implementation to meet CIP requirements. Ivan's strong technical knowledge and ability to quickly learn new systems allow him to provide practical solutions tailored to both technical and non-technical audiences. He has worked with a wide range of clients, including power generation utilities, distribution utilities, water treatment plants, and corporate environments, ensuring compliance with NERC CIP and OCSF frameworks.

Experience in NERC Compliance:

- Conducted multiple cybersecurity vulnerability assessments for power generation utilities, distribution utilities, water treatment plants, and corporate environments using frameworks such as OCSF and NERC CIP. Assessments included preliminary document reviews, on-site vulnerability scans, and detailed analysis.
- Implemented cybersecurity tools, including firewalls, access controls, SIEM, and network monitoring tools, to meet NERC CIP requirements at client sites.
- Designed and implemented firewalls and electronic access controls for generating and transmission facilities, ensuring compliance with NERC CIP v3 and v5 requirements.
- Participated in developing clear, concise, and effective NERC CIP Compliance Program policies, procedures, compliance gathering processes, templates, and other aids.

- Conducted Cyber Asset Inventories for Control Centers, generating and transmission facilities, and designed electronic access controls to secure these environments.
- Reviewed and updated compliance documentation to ensure alignment with NERC CIP requirements and identified non-compliance items, creating Self-Reports for submission.
- Conducted wireless assessments at client sites, identifying rogue access points and ensuring best security practices were implemented.
- Managed and participated in NERC CIP audits, including mock audits, gap assessments, and compliance reviews, ensuring clients were prepared for regulatory scrutiny.

Examples include:

- CIP Mock Audits for IESO (Toronto), AES Indianapolis, AES Ohio, and Columbia Basin (WECC).
- Cyber Vulnerability Assessments for NB Power, Lakeland Electric, City of College Station, LG&E, Danvers Electric, Hydro One, and Vero Beach.
- CIP gap assessments, cyber asset inventories, and cybersecurity program development for Chugach Electric Association and Matanuska Electric Association.
- Supported Ontario Power Generation (OPG) in preparing for their MACD CIP audit, including RSAW reviews, evidence collection, and audit response.
- Provided network services, including configuration reviews, network troubleshooting, network design, implementation, access rules reviews, and network diagram creation for power generation and distribution utilities.
- Developed IT/OT cybersecurity training for the American Public Power Association (APPA) and supported utilities in disaster planning, recovery, and forensic security audits.
- Worked on the NERC Compliance team at Hydro One, providing compliance support, vulnerability assessments, and audit preparation.
- Created RSAWs for NERC CIP audits, describing how entities met NERC CIP requirements and ensuring compliance evidence was accurate and complete.
- Supported utilities in actual disaster recovery scenarios and participated in forensic security audits to identify and mitigate cybersecurity risks.

3.1.5 Richard Ganton, P. Eng.

Job Title: Senior Engineer – Auditor

Relevant Education and Designations:

- Bachelor of Science, Electrical, University of Waterloo, 1982
- Master of Engineering, McMaster University, 1989
- Licensed Professional Engineer (P.Eng.)

Bio:

Richard Ganton is a **highly experienced electrical engineer and compliance auditor** with a **deep technical background in NERC CIP and O&P standards, SCADA systems, system operations, and automation**. Over the past 38+ years, he has worked with **numerous electric utilities** across **generation, transmission, and distribution** to develop and implement operational technologies and **ensure NERC compliance**.

Richard specializes in **mock audits, compliance gap assessments, and readiness evaluations**. He has developed compliance documentation—including **Policies, Guidelines, Procedures, and RSAWs**—for utilities registered across **multiple NERC regions (NPCC, SERC, WECC, TRE, RFC)** and entities (GO/GOP/TO/TOP/TP/DP/LSE/RC/PA).

Experience in NERC Compliance:

- Developed compliance programs for utilities covering NERC O&P and CIP standards.
- Conducted NERC compliance audits, mock audits, and readiness assessments for operations, generation, transmission, SCADA, and smart meter facilities.
- Subject Matter Expert in NERC facility ratings (FAC-008-3), performing facility walkdowns to validate methodologies.
- Designed and delivered NERC compliance training programs for Ontario Power Generation (OPG), TC Energy, and others.
- Performed compliance reviews for renewable energy projects, including solar and wind farms.
- Managed SCADA system upgrades and control room implementations, ensuring compliance with NERC requirements.

- Led large-scale SCADA and Distribution Automation (DA) projects for utilities including Maritime Electric, Horizon Utilities, London Hydro, and others.
- Developed business, functional, and technical requirements for replacing legacy SCADA systems, including:
 - Hydroelectric and irrigation SCADA systems for CNPPID.
 - SCADA performance issue resolution for eight hydroelectric plants at OPG.
 - SCADA master replacement and ADMS implementation for Upshur Rural Electric Cooperative.
- Expert in protection systems, smart meters, and telecom for utilities.
- Assessed and implemented control strategies for Automatic Generation Control (AGC) on EMS/SCADA platforms.
- Worked on power system operations and regulatory impacts of automation projects.

3.1.6 Joel Charlebois, P. Eng.

Job Title: Senior Vice President, Regulatory Compliance -Auditor

Relevant Education and Designations:

- Bachelor of Engineering Science, Electrical Engineering, University of Western Ontario, 2003
- Bachelor of Science, Computer Science, University of Western Ontario, 2003
- Licensed Professional Engineer

Bio:

Joel Charlebois has over **20 years of experience** in NERC compliance, including **mock audits, gap assessments, and RSAW development**. He has worked with utilities in **NPCC, ERCOT, SERC, and WECC regions**. Joel is a Partner at Acumen and Vice President of the Regulatory Compliance group, bringing deep expertise in NERC compliance, governance, and audit readiness. With extensive experience managing regulatory and technical projects, he has led compliance initiatives across all NERC functional entity types and regions. His strategic oversight ensures efficient project execution, comprehensive risk assessments, and successful compliance outcomes.

As an active member of industry regulatory bodies, Joel **regularly participates in IESO Reliability Standards Standing Committee (RSSC) meetings, is a member of the NPCC Regional Standards Committee (RSC), and attends regional compliance workshops.** His leadership in compliance program development, audit preparation, and risk mitigation strategies makes him a trusted advisor to utilities navigating NERC compliance.

Experience in NERC Compliance:

- Led compliance program development, governance documentation, and audit preparation for a broad range of utilities, including municipal, vertically integrated, and independent power producers.
- Managed Gap Assessments, Mock Audits, RSAW reviews, evidence evaluations, and compliance posture assessments for numerous NERC-registered entities.
- Conducted extensive NERC O&P and CIP Compliance Mock Audits, ensuring entities meet regulatory expectations and are prepared for formal audits.
- Developed and delivered comprehensive training on NERC compliance, including standards awareness, compliance obligations, and best practices.
- Provided expert guidance on transitioning compliance programs toward automated compliance management, monitoring, and reporting solutions.
- Assisted utilities in enhancing RSAW narratives and templates, ensuring strong documentation and regulatory alignment.
- Led compliance risk analyses and mitigation planning, helping clients address potential gaps before they escalate to regulatory concerns.
- Acted as an Expert Witness in government electricity regulator hearings, providing testimony and expert reporting on compliance matters.
- Member of the Nebraska Public Power District's (NPPD) Electric Reliability Compliance Steering Committee (ERCSC), advising on compliance strategies, conducting facility assessments, and providing compliance risk analyses.
- Active participant in NERC regional regulatory discussions, helping shape industry compliance strategies.
- Clients include major utilities and energy organizations such as BC Hydro, Brookfield Renewable Power, Bruce Nuclear, ElectriCities (~50 municipalities), Duke Energy, Hydro

One, Hydro Quebec TransÉnergie and Production, IESO, Indianapolis Power & Light, Lower Colorado River Authority (LCRA), Ontario Power Generation (OPG), Oglethorpe Power Company (OPC), ScottMadden, TransCanada, and more.

Role/Key Accountabilities:

- Overseeing project scope and deliverables.
- Providing strategic guidance on NERC compliance programs.
- Ensuring quality assurance and timely delivery of services.

3.1.7 Loreto Sarracini, P. Eng.

Job Title: President and Principal Consultant

Relevant Education and Designations:

- Bachelor of Applied Science, Electrical Engineering, University of Toronto, 1976
- Licensed Professional Engineer (P.Eng.)

Bio:

Loreto Sarracini is the President and Principal Consultant of Acumen, leveraging nearly four decades of expertise in power system operations, regulatory compliance, cybersecurity, and operational risk assessments. His career has spanned hands-on work within utilities and consulting engagements supporting organizations across North America in achieving their operational, regulatory, and security objectives.

With deep expertise in NERC compliance, IT/OT integration, SCADA/EMS/ADMS, and cyber-physical security, Loreto has conducted regulatory readiness audits, compliance program development, and risk assessments for a wide range of utilities. His leadership in industry best practices, compliance program implementation, and security frameworks makes him a key advisor for utilities navigating complex regulatory and operational landscapes.

Experience in NERC Compliance:

- Conducted NERC/Region readiness audits, gap assessments, and mock audits for both CIP and O&P Standards across all NERC functional entity types, including BA, RP, GO, GOP, TO, TOP, LSE, DP, RC, TSP, IA, TP, PA, and RSG.
- Led NERC CIP compliance gap assessments and developed implementation roadmaps, covering cybersecurity, electronic and physical security posture, and evidence

validation, for utilities such as Nalcor Energy, NB Power, BluEarth Renewables, Brookfield Renewables, Nova Scotia Power, Emera Newfoundland & Labrador, Ontario Power Generation, Hydro One, Hydro Quebec, IESO, AESO, ATCO, Capital Power, Matanuska Electric Association, Homer Electric Association, and Chugach Electric Association.

- Developed and implemented NERC Internal Compliance Programs, Policies, Guidelines, and Procedures, ensuring utilities align with regional reliability standards.
- Delivered training workshops and SME coaching on compliance obligations, evidence management, and audit readiness for NERC and regional standards.
- Advised on NERC regulatory registration processes, guiding utilities through complex compliance structures to support their registered roles (e.g., RC, BA, TOP, GO, GOP, PA, RP).
- Conducted extensive compliance posture assessments, RSAW development, and SME witness training for NERC compliance audits, hearings, and self-certifications.
- Developed Cybersecurity Frameworks for utilities, leveraging NIST, DOE ES-C2M2, and NERC CIP standards to establish governance and risk management strategies.
- Designed and implemented Cyber and Physical Security solutions for bulk electric system (BES) assets, control centers, and operational facilities.
- Conducted cybersecurity risk management assessments, developed sustainment plans, and identified compliance tools for utilities.
- Developed the Alaska Critical Infrastructure Protection (RRC CIP) Standards and led RRC CIP gap assessments, compliance roadmaps, and cost analyses.
- Managed SCADA/EMS/ADMS system implementations, overseeing system definition, integration, and cutover.
- Integrated Data Historians, Energy Tagging, Corporate IT Systems, and external control centers into utility operations.
- Provided utilities with IT/OT convergence strategies, aligning operational technology with cybersecurity and compliance requirements.

- Developed and delivered NERC compliance training materials for National Rural Electric Cooperative Association (NRECA) and American Public Power Association (APPA), benefiting over 2,000 utilities.
- Conducted NERC CIP Cyber and Physical Security Workshops across the U.S. and Canada.
- Provided compliance and security consulting to utilities including BC Hydro, ATCO, TransAlta, AESO, Hydro One, Ontario Power Generation, Duke Energy, NCPA, SCAPPA, Capital Power, NB Power, and many more.

3.1.8 Ramez Al-Turk P. Eng., M.Eng.

Job Title: Senior Consultant ||

Relevant Education and Designations:

- M.Eng. in Electrical Engineering, University of Calgary, Calgary, Alberta -2019
- B.Eng. in Electrical Engineering, (Honors), Lakehead University, Thunder Bay, Ontario, 2011
- Diploma in Telecommunications Engineering Technology, (Honors), Northern Alberta Institute of Technology, Edmonton, Alberta, 2007

Bio:

Ramez has 12 + years of Electrical Engineering experience – 6 years directly in Electrical Regulatory Compliance. He has Expert knowledge in several Alberta Reliability Standards, many related to Protection and Control systems. Working knowledge in Protection and Automation substation environments, and SCADA networks. Ramez was the lead developer of the Suncor (Base Plant and Firebag) Protection and Control (PRC)-005 maintenance program for Protection systems, consisting of over 8000 components. An enthusiastic, fast learning, self-motivated, and result oriented individual, Ramez is a team player and coordinating well in a multi discipline environment with a well-developed analytical, organizational, administrative, and communication skills. Ability to plan effectively; convey technical information in a clear manner; establish and achieve key objectives.

Experience in NERC Compliance:

- Evaluated Firmware release notes for various critical relays and meters to determine whether patches are available to address cyber security vulnerabilities. This is done for numerous models belonging to GE, SEL, PML, ABB, and Alstom vendors.

- Created or revised mitigation plans to mitigate risk of cyber security vulnerabilities without the need of a Firmware upgrade.
- Created and modified relevant company standards, definitions, and procedures to reflect compliance with Critical Infrastructure Protection (CIP) requirements relevant to applicable protective relay devices.
- Coordinated with and instructed field technicians about work related to either patch updates, firmware upgrades, or the implementation of mitigation measures during and before a scheduled outage submitted to Alberta Electric System Operator (AESO) occurs.
- Assigned Supervisory Control and Data Acquisition (SCADA) key numbers, as well as appropriate codes and accurate scaling to various interface points such as relays, breakers, and disconnect switches prior to commissioning of a newly developed substation.
- Completed formal company procedures relevant to controls and automation, such as Remote Terminal Unit (RTU), communication processors, and Human Machine Interface (HMI) unit replacements.
- Led several MOCs involving the upgrades and replacement of HMI and RTU units in more than 15 Substations.
- Developed a maintenance program that's fully compliant with the PRC-005-AB1-6 reliability standard prior to its effective date of October 1st, 2019, for all applicable assets and components belonging to the Suncor Firebag and BasePlant facilities categorized as Bulk Electric System (BES).
- Worked with business areas (such as to bridge maintenance gaps and support the sustainability of the PRC-005 program).
- Identified all applicable substation and generation unit facilities in scope of the program.
- Identified all applicable protection systems of transformers, HV breakers, transmission lines, generators, and breakers belonging to those BES facilities.
- Identified all relevant protective components belonging to those applicable systems such as protective relays, lockout relays, supervisory relays, reclosers, communication systems, DC battery banks and chargers, Automatic Voltage Regulators, tripping coils, auxiliary relays, and applicable control circuitry inclusive of tripping paths and initiate trip signals through engineering drawings such as but not limited to: Single Line Drawings, Protection and Metering drawings Logic Diagrams, and DC input and output schematics. More than 8,000 components belonging to hundreds of protection systems were identified to complete the maintenance program.
- Revised protective systems maintenance processes and procedures to ensure that all required activities mandated by the reliability standard are captured

3.1.9 Frank Lembo, P.Eng.,

Job Title: Senior Consultant ||

Relevant Education and Designations:

- Professional Engineer License- New York State
- Master of Engineering in Electric Power Engineering (AEP Fellowship), Rensselaer Polytechnic Institute
- Bachelor of Science in Electrical Engineering (Summa Cum Laude), Polytechnic Institute of Brooklyn
- PTI Electric Distribution Course

Bio:

Frank Lembo has over 44 years of experience in the electric power industry. He has held numerous positions of increasing responsibility predominately in the System Operation and Substation/Transmission Engineering areas. Experience highlights related to System Operation include the development of reliability rules for the New York City load pocket for the day ahead and real time markets; Generator VAR requirements and testing; representation at the NYISO's System Operation and Advisory Subcommittee (SOAS) and at its Operating Committee; and advisor during congressional hearings associated with the 2003 Northeast blackout. Mr. Lembo has championed the standardization of engineering and designs associated with substation projects and its protection and control systems. He was also the representative at various IEEE committees and the Association of Edison Illuminating Companies. He holds a Masters in Electric Power Engineering from Rensselaer Polytechnic Institute and a Bachelor of Science in Electrical Engineering from the Polytechnic Institute of Brooklyn and is a licensed Professional Engineer in the State of New York.

Experience in NERC Compliance:

- As an NPCC contract auditor, conducted audits on both the CIP and O&P Standards.
- Responsible for the engineering of the relay protection and control systems for electric transmission, substations, and steam plant facilities of a major northeast US public utility
- Managed a Design Engineering Department responsible for developing the electrical, civil, and mechanical installation drawings for electric transmission, substations, and steam plant facilities

- Managed a department of over 700 personnel responsible for the maintenance, testing and construction of an electric distribution system
- Managed the operation of electric distribution, transmission, steam and associated computer systems

3.1.10 Ben Li, P. Eng.

Job Title: Senior Consultant ||

Relevant Education and Designations:

- Master of Engineering Degree, University of Toronto, 1986
- Bachelor of Applied Science Degree, University of Toronto (First Honor), 1980

Bio:

Ben Li has a distinguished career in the electric power sector, with a rich history spanning over four decades. His leadership is evident in shaping reliability standards, policies, and criteria, alongside overseeing compliance assessments in the field of power system reliability, even in the context of a deregulated electric industry. Additionally, Ben's global reputation as an authority extends to power system planning, operations, and analysis, with a particular focus on scrutinizing aspects like system security, transient and dynamic stability, voltage behavior, frequency response, equipment utilization, system control, and short-circuit levels.

Experience in NERC Compliance:

- A leader in the development of reliability standards, policies and criteria, assessment of compliance to standards, and in managing power system reliability in a deregulated electric industry
- Expert in power system planning, operations and analysis—particularly in the domain of analyzing system security, transient and dynamic stability, voltage performance, frequency response, equipment loading, system control and short circuit levels
- Led a division of technical staff in managing the reliable and efficient operation of the Ontario electricity market and bulk power system; led the commissioning of the IT infrastructure and programs needed for managing the Ontario market and IESO-controlled grid, and its interconnected markets/systems; led the Open Market Implementation Project
- Throughout his career Ben has been actively engaged in numerous committees, task forces and work groups in North America and international organizations related to the electrical power industry. The more notable ones include:

- Chair of ISO/RTO Council's Standards Review Committee
- Vice-chair of NERC Standards Committee, and Chair of its Process Subcommittee
- Chair of NERC Transmission Loading Relief standard drafting team
- Member of NERC Results-based Reliability Standards Task Group
- Member of NERC Functional Model Advisory Group, Functional Model Working Group and Chair of its predecessor Functional Model Task Group

4. Firm Experience and Success Record (RFQ Section D.& E)

Acumen is a leading engineering and consulting firm with nearly **four decades** of experience providing comprehensive compliance services to entities subject to NERC. **Since our founding in 1984, we have served over 700 utilities, commercial and industrial clients, and government entities across North America.** Our expertise spans the entire electrical utility sector, including generation, transmission, distribution, and independent system operations. This broad experience has given us a deep understanding of the challenges utilities face in complying with evolving regulatory requirements.

Acumen asserts strong **NERC compliance service experience.** This experience will provide CoCS with great insight to the requirements and operations, which in-turn provides **unparalleled knowledge and efficiencies.** Our strength and knowledge of different regions is deep and broad having provided services such as:

NERC Mock Audits and Gap Assessments:

Acumen has conducted numerous NERC mock audits and gap assessments **for TRE utilities, including Cross Texas Transmission, Lower Colorado River Authority, Generation and Transmission, Lone Star Transmission, Guadalupe Valley Electric Co Op Inc.** These engagements have helped clients prepare for NERC audits, identify compliance gaps, and implement remediation plans.

For example, we supported **Suncor Energy** from 2019 to 2022 by reviewing RSAWs, assessing evidence, and conducting gap assessments to ensure compliance with CIP and O&P standards. We also provided audit preparation support, including witness training and exit reports.

NERC Compliance Program Development:

We have developed comprehensive NERC compliance programs for clients, including internal compliance policies, procedures, processes, job aids, implementation plans, and operational handbooks. These programs are designed to **ensure ongoing adherence to NERC requirements**.

Audit Preparation and Witness Training:

Acumen has successfully completed **over 300 CIP and O&P mock audits** for clients across North America, including independent system operators (AESO, IESO, MISO and ERCOT), generation, transmission, and distribution entities. Our mock audits emulate actual audit processes, including evidence reviews, SME interviews, and daily debriefs.

We also provide **witness training** to prepare SMEs for actual audits, ensuring they are confident and well-prepared to respond to auditor inquiries. For instance, we conducted witness training for the Independent Electricity System Operator (IESO) in preparation for their NPCC audits.

Regional Expertise:

Acumen has extensive experience working with entities in all the NERC Regions including the **TRE, NPCC, WECC, SERC and MRO Region**. This regional expertise ensures our recommendations align with local regulatory expectations.

Active Industry Participation:

Our team members have **participated in NERC Standards development drafting teams**, regional compliance workshops, and enforcement reviews. We have also reviewed and commented on draft standards through the NERC review process and attended NPCC Regional Standards Committee (RSC) and Ontario Reliability Standards Stakeholder Committee (RSSC) meetings.

Managed Compliance Services:

Acumen currently provides **NERC Compliance Managed Services** to 15 clients in the US and Canada, acting as their compliance manager and ensuring ongoing adherence to NERC and ARS requirements.

Acumen's project history covers the full spectrum of energy utilities from generation through to distribution and operations, covering all NERC registered entities, unique corporate cultures, different resource allocations and management styles.

Acumen has extensive experience with NERC, and TRE, including:

- Conducting NERC mock audits for TRE utilities.
- Performing comprehensive gap assessments to evaluate utilities' compliance with NERC.

- Participating in NERC Standards development drafting teams.
- Engaging in compliance workshops for regional entities such as RF, NPCC, and WECC.
- Reviewing and commenting on draft standards as part of the NERC review process.
- Conducting gap assessments and developing detailed task-by-task implementation plans and roadmaps to compliance.
- Provided NERC/WECC compliance support for Northern California Power Agency (NCPA), BC Hydro, Los Alamos National Laboratory, and City of Riverside Public Utilities.
- Performing mock audits for U.S. and Canadian entities to prepare them for regional audits.
- Attending NPCC Regional Standards Committee (RSC) meetings as an active NPCC member.
- Participating in Ontario Reliability Standards Stakeholder Committee (RSSC) meetings.
- Supporting MSA enforcement reviews.
- Acting as a Subject Matter Expert (SME) representing utilities during actual audits.
- Developing NERC Compliance Programs, including policies, procedures, processes, job aids, implementation procedures, and operational handbooks.
- Writing RSAWs and identifying the required evidence for compliance demonstration.
- Delivering NERC training on both Operations & Planning (O&P) and Critical Infrastructure Protection (CIP) standards.
- Conducting audit training to prepare witnesses and SMEs for audits.
- Serving as contract auditors for various regional audits.
- Providing NERC Compliance Briefings and ad-hoc consulting services.
- Offering NERC Compliance Managed Services for 15 clients across the US and Canada, acting as their Compliance Manager.

A detailed matrix of Acumen's NERC experience, with specific emphasis on work in the TRE regions, is presented in **Appendix 1**.

Success Record

Acumen provides innovative solutions across key sectors, including regulatory compliance, operational technology, cyber and physical security, and energy management. With over 40 years of experience, Acumen serves electric, water, and gas utilities, as well as transportation and transit authorities, including airports, and government entities such as regulatory bodies, market operators, and system operators. Our services include risk assessments, advisory support, and implementation strategies to enhance security and operational efficiency. Acumen's expertise ensures tailored, cost-effective solutions to navigate the complexities of

modern utility operations. For more details on our clients and projects, please refer to **Appendix 1** of this document.

Key project experiences are highlighted below:

City of College Station TX	TRE: TO, TOP, TP, DP	2020-2025
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Project Description

NERC Compliance Consulting, Mock Audit Preparation, SME Training– Acumen was engaged by CoCS to provide the utility’s Subject Matter Expert (SME) staff with on-site preparation training in advance of the 2020 Texas Reliability Entity (TRE) audit of CoCS’ NERC compliance.



Acumen provided comprehensive training seminars outlining general audit management guidelines and SME witness audit preparation training for each NERC standard CoCS would be audited on. The objective of this exercise was to prepare the utility’s staff for the actual audit and fine-tune their ability to accurately and concisely demonstrate compliance to the TRE regional audit team.

Reference: Stacy Lee, Electric Compliance Officer ;

E: sengelmann@cstx.gov; **P:** 979.764.3681

Budget: - Fixed Fee Price

Project Budget: \$255,000 USD

Actual Cost: Ongoing

Old Dominion Electric Cooperative (ODEC) Columbia, SC	SERC:, DP, GO, GOP	2020-2024
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Project Description

NERC Compliance Services –



Acumen is currently providing comprehensive regulatory compliance support to Old Dominion Electric Cooperative (ODEC), with a focus on maintaining proactive alignment with evolving NERC requirements. This engagement is designed to ensure that ODEC’s facilities remain continuously informed of their compliance posture and are well-prepared to address both routine obligations and emerging regulatory demands.

As part of this support, Acumen leads the administration and oversight of ODEC’s NERC compliance program. This includes monitoring compliance activities, managing evidence documentation, preparing responses to regulatory inquiries, and overseeing event or incident response processes tied to NERC standards.

To deliver both consistency and flexibility, Acumen's approach is structured into two distinct service categories:

1. Compliance Management & Oversight:

These are recurring activities that form the foundation of ongoing compliance. Acumen provides regular compliance assessments, documentation review, control monitoring, and advisory support to ensure continuous adherence to both CIP and O&P standards.

2. As-Needed & Event-Driven Compliance Activities:

Acumen also provides responsive services triggered by specific compliance events such as audits, self-reports, regulatory changes, or incident investigations.

Reference: Bill Pezalla, VP of Regulatory Affairs;

E: BPezalla@odec.com; **P:** 434-996-9962

Budget: - Fixed Fee Price

Project Budget: \$225,000 USD

Actual Cost: Ongoing

Lower Colorado River Authority (LCRA), Austin, TX	TRE: TO, TOP, TP	2015-2025
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Project Description:

NERC Compliance Services- Acumen conducted various mock audits of LCRA's compliance to the NERC CIP & Non-CIP standards and associated requirements for Transmission. The mock audits emulated an actual audit by encompassing off-site comprehensive reviews of the RSAWs and supporting evidence, on-site SME and staff interviews, and producing a final mock audit report having recommendations, an action plan to remedy compliance/audit gaps, feedback on staff performance and industry best practices related to NERC (applicable registrations) compliance.



Reference:

Budget: - Fixed Fee Price

Project Budget: \$170,000 USD

Actual Cost: Ongoing

**Suncor Energy & Fort Hills –
Calgary, AB**

AESO: GO/GOP

2019 - 2022

Project Description:

Self-Certification Assistance: 2019 – 2021 - Suncor engaged with Acumen to review, assess and provide feedback and recommendations on its compliance to the CIP and O&P Alberta Reliability Standards (ARS) and to review its RSAWs and auditable evidence as it prepared for its self-certifications to the AESO in 2019, 2020, and 2021.



2022 – Acumen provided the same self-certification support to Suncor in 2022, along with support for Suncor’s preparation and delivery of completed RSAWs and evidence as part of their AESO audit. The audit support included Acumen conducting gap assessments of Suncor’s compliance with the ARS CIP and O&P standards and requirements as applicable to Suncor’s registered functions. Acumen emulated the AESO audit process, reviewed and provided RSAWs, evidence and related internal controls, and provided an exit report and debrief at the conclusion of the gap assessment.

Reference:

Budget: - Fixed Fee Price

Project Budget: \$72,000 USD

Actual Cost: \$72,000 USD

**Northern California Power Agency
Roseville, CA**

WECC: GO, GOP

2022-Present

Project Description:

NERC Compliance Services- Acumen holds a Master Service Agreement (MSA) with the Northern California Power Agency (NCPA) to provide NERC CIP and Operations and Planning Standards-related services on an as-needed basis. Upon request from NCPA or the Southern California Public Power Authority (SCPPA) and their members, Acumen has been supporting NCPA with various NERC compliance tasks. This includes developing policies and procedures for specific NERC standards, conducting a gap assessment of their CIP-013 Supply Chain Risk Assessment program, and performing Physical Security Threat Risk Assessments. Additionally, Acumen has developed Physical Security Plans to mitigate the identified threats and vulnerabilities for NCPA, SCPPA, and several of their members.



Reference:**Budget:** - Fixed Fee Price

Project Budget: \$65,400 USD

Actual Cost: \$65,400 USD

5. Cost Accuracy and Budget Adherence (RFQ Section F)

Resource Management and Availability

Acumen confirms that while we currently manage several NERC compliance projects and anticipate future awards, these commitments will not impact our ability to properly service the College Station engagement. We maintain access to over 100 qualified NERC compliance specialists who can be called upon if needed to supplement our core project team. Additionally, we have established redundancies for each position identified in this RFQ, ensuring continuous coverage throughout the project lifecycle.

Budget and Timeline Commitment

Upon award, Acumen will immediately begin coordinating with CoCS to establish mutually agreed-upon project milestones and timeframes. Our project management team will ensure appropriate resources are allocated and maintained from project kickoff through completion. Based on our current workload and anticipated projects, we are fully confident in our ability to complete this engagement within the established period of execution and budget parameters.

Conflict-Free Assurance

Acumen confirms there are no existing projects or pending proposals that would create conflicts of interest or otherwise hinder the CoCS project timeline. We maintain strict protocols to identify and prevent any potential scheduling or resource conflicts before they arise.

Project Management Approach

At Acumen, we employ proven project management principles to monitor and deliver engagements that strictly adhere to established schedules and budgets. Central to this approach is maintaining open communication channels - both within our project team and with CoCS stakeholders. This focus on transparency enables early identification of any potential issues, allowing for collaborative development of timely solutions that protect project

deliverables and timelines.

6. Workload Capacity and Schedule Adherence (RFQ Section G)

Resource Capacity and Commitment

With regards to multiple project workload, Acumen has several NERC compliance related projects on the go and future anticipated project awards, however we confirm ongoing and future projects will not have any impact on any future opportunities brought forth by CoCS. Although Acumen doesn't foresee any changes to our proposed personnel, we have several redundancies at each position identified in this RFQ. Further, Acumen prides itself on having access to additional associates who have expertise in NERC regulatory compliance standards who can be called upon if needed to supplement Acumen personnel named in this submission.

Project Planning and Execution

Once awarded a project, Acumen will begin to plan with CoCS project milestones and time frames. Once agreed upon, we will ensure that the appropriate resources are available to support the project from kickoff through completion. Based on Acumen's current projects and future anticipated projects, there should be no problem related to ensuring that the project is completed within the expected period of execution and within budget.

Conflict-Free Assurance

In addition, there are no current projects or any anticipated projects where Acumen has submitted a proposal that, if awarded, would cause a conflict of interest or could otherwise hinder CoCS potential project timeframes.

Project Management Methodology

As a fundamental principle, Acumen employs project management principles to monitor and deliver projects that adhere to schedules and budgets. The central tie-in is communications, across the whole team and with CoCS. It is the key to early identification of issues or potential issues. If an issue is identified, we work together to quickly identify and implement a suitable resolution to meet project deliverables and timelines.

Our project management methodology follows that which is endorsed by the Project Management Institute (PMI), incorporating:

- Project Initiation (kick-off meeting, site visit, key stakeholder identification)

- Planning (work breakdown structure, critical path methodology)
- Project Execution (progress meetings, risk assessment and mitigation)
- Continuous communication through project status reports and meetings

All meetings are initiated with a clear agenda and result in defined Minutes of Meeting, capturing the discussion, decisions and any resulting actions. Acumen provides status reports with our invoices to maintain transparency throughout the engagement.

7. Proposed Approach for the Project (RFQ Section H)

Team Composition and Methodology

The **Acumen** team has identified several professionals with the necessary skills and experience to meet any CoCS project needs. We have aligned the skill sets of our proposed team members to meet the stated requirements of each role. All the **Acumen** professionals chosen for this engagement have experience on other NERC CIP/Non-CIP projects and have an in-depth understanding of cultures, systems, policies, and procedures similar to those of CoCS. In addition, we will deliver all requested services with in-house personnel, with no subcontractors required.

Project Work Plan / Service Delivery Timeframes

For each NERC-related service, **Acumen's** methodology has been developed to be thorough in its determination, critical in its analysis, and comprehensive in its reports. We employ dashboard reporting for easy-to-read presentation with clearly defined, technically feasible, and practical action plans for enhancements and remediation.

Acumen is unique in that we maintain in-house capabilities for both CIP and Non-CIP. Our project and client diversity, from generation through to distribution and operations, supports the underlying foundation of knowledge required for:

- Internal Compliance Program development and assessments
- Governance Documentation development and enhancement
- Training – development and delivery
- Overall NERC Introduction
- Standard-Specific Requirements
- Operational Requirements
- Sustainment Services
- Non-CIP Regulatory Advisory Services

- CIP Managed Services
- Mock Audits and Readiness Assessments
- Gap Assessments and Compliance Action Plans
- RSAW and Evidence Review
- Self-Certification Assistance
- And more

Acumen's depth of resources and knowledge of both the utility environment and NERC allows us to adapt to changing client and market needs.

Reliability Compliance Program

Acumen can develop a turn-key Internal Compliance Program or work with CoCS's existing structure and documents to enhance what already exists. We start with the overarching document framework, work through the governance, policies, and procedures, and can even create a plant-level procedure handbook and RSAW templates if that is what is required.

The methodology used by **Acumen** to develop or enhance compliance documentation in the NERC RCP documentation framework is based on industry best practices and our experience developing and reviewing hundreds of NERC compliance-related documents. The project phases and typical schedule per document are outlined below:



There are four levels or types of documents in the **Acumen** NERC RCP documentation framework:

- Level 1 – Corporate Governance & Program Manual documents
- Level 2 – NERC Compliance Policies
- Level 3 – NERC Compliance Procedures, Plans, Programs, Methodologies
- Level 4 – Detailed Implementation Procedures

NERC Training Services

Acumen's approach and typical schedule duration to conduct NERC Training includes:

1. Kickoff meeting to fine-tune training topics, discuss logistics, and assess the audience's level of technical expertise. (1 day)
2. Development/customization of a PowerPoint presentation which covers the following

topics: (1 day per module)

a. NERC CIP Background – purpose/objectives, history that has shaped the standards, current issues/problems, jurisdictional differences

b. Review of the CIP Standards – explanation of the requirements, common pitfalls, best practices, etc.

i. Deeper dive into applicable related standards

ii. Higher-level review of Medium (and High) Impact BCS-related standards

iii. Overview of upcoming and non-applicable CIP standards

3. In-person delivery of one, approximately 8-hour, session of the customized CIP training. (1 day per session)

Following the initial training session, **Acumen** will discuss with participants any need for additional training (e.g., deeper dives into specific subjects, other NERC reliability standards) or other services related to NERC compliance, cybersecurity, or operations.

Mock Audits and Gap Assessments

Our model for performing mock audits and readiness assessments consists of four phases, which together form a thorough “end-to-end” process for a successful mock audit:



- I. Pre-Audit Planning – Preliminary Activities, Kick-Off Meeting
- II. Audit Fieldwork
 - Off-Site Documentation Review
 - On-Site Discovery and Interviews
- III. Post-Audit Analysis – Identification of Gaps and Areas for Improvement
- IV. Audit Reporting – Report of Findings & Recommendations

Sustainment Services

There are several tasks that need to be performed throughout the year to meet regulatory requirements. **Acumen** offers services that can enhance CoCS’s capabilities and provide specialized technical expertise that can be a challenge to maintain internally. We align our work with the organization’s compliance and security framework and industry best practices.

These services include:

- Technical Feasibility Exceptions

- Cyber Vulnerability Assessments
- Protected Cyber Asset Password Changes
- Cyber Security Log Reviews
- Cyber Network and Access Control Configuration
- Cyber Security Testing, Exercises, and Recommendations
- Patching Services (Evaluation and Installation)
- Cyber Security Training (On-Site and Webinar)

NERC Ad-Hoc Services

Project schedules for various sustainment services can vary greatly depending on client needs, systems, and processes. **Acumen** always works with clients to define a mutually agreeable schedule that minimizes impact on operations and resources.

Compliance requirements can sometimes be complicated and time-consuming to interpret and address. Resource and time constraints are frequently a challenge. Imagine having additional staff and Subject Matter Experts (SMEs) on call and available when the need arises. **Acumen** offers an Ad-Hoc Advisory & Support service to augment an organization's compliance team. Our team is available to respond to questions and any related compliance requests. The service is structured as a no-fee retainer with no upfront costs to the organization.

The Ad-Hoc Advisory & Support service may include, but is not limited to:

- Interpreting regulatory requirements
- Providing and/or researching information on any regulatory compliance-related topic
- Creating or updating Internal Compliance Program policies, procedures, and plans
- Reviewing evidentiary items to demonstrate compliance
- Responding to requests from regulatory bodies and Audit Support
- Developing compliance implementation or mitigation plans
- Other ad-hoc requests mutually agreed upon
- Providing guidance or training on NERC, Texas RE, and ERCOT CMEP or RoP activities, standards, and guidelines as appropriate and requested
- **Acumen's** Virtual NERC Compliance Manager consists of a Regulatory Compliance Briefing, Compliance Monitoring and Reporting, Compliance Awareness Training, and the availability to provide regulatory assistance on an ad-hoc basis. **Acumen** develops and maintains the utility's "Compliance Calendar" for self-certification and periodic data deadline dates in coordination with NERC and Regional requirements.

Approach to Project Management

Our project management methodology follows principles endorsed by the Project Management

Institute (PMI).

Project Initiation: Incorporates a kick-off meeting, site visit, key stakeholder identification, risk assessment, and a project charter (scope definition, key deliverables, schedule, team identification, communication protocol, and budget)

Planning: Consists of a work breakdown structure, critical path methodology, risk mitigation, resourcing, project execution plan, and a detailed budget

Project Execution: Incorporates progress meetings, maintaining risk assessment and mitigation plan, and providing project progress reports. Continuous communication—via project status reports and meetings—will be used to maintain effective coordination among all **Acumen** team members and CoCS. All meetings are initiated with a clear agenda (Notice of Meeting) and result in defined Minutes of Meeting, capturing the discussion, decisions, and any resulting actions or change of scope. **Acumen** provides status reports with our invoices.

Escalation Process: In the event of any issues or delays, Acumen follows a clear escalation path:

1. **Mark Atkins (Project Manager):** The first point of contact for any issues. He will work closely with CoCs to resolve any scheduling conflicts or risks.
2. **Escalation to VP of Regulatory Compliance:** If necessary, escalation will go to **Joel Charlebois**, Senior Vice President of Regulatory Compliance and the Business Head for the US, who oversees all regulatory compliance activities.
3. **Escalation to Company President:** If the issue is still unresolved, the issue will escalate directly to **Acumen's President**, ensuring quick resolution and no impact to timelines or deliverables.

7.1.1 Project Assumptions

- All documentation provided will be reviewed off-site unless security concerns warrant onsite review only.
- Costs presented herein are based upon the listed in-scope standards.
- Written feedback will be provided in detailed mock audit reports for each standard and requirement in scope, and oral feedback provided via conference calls.
- CoCS will coordinate with Acumen the O&P onsite mock audit schedules.

- All compliance documentation and supporting evidentiary material, including updated and completed RSAWs, will be provided electronically via an agreed upon secure file sharing platform.
- CoCS SMEs will be available for meetings and discussions in a timely and reasonable manner.
- CoCS SMEs will provide timely and accurate feedback on Acumen questions or requests related to CoCS' compliance posture.
- CoCS will ensure the timely review of deliverables and provision of feedback in order for Acumen to achieve agreed to project schedules.
- During the on-site interviews, CoCS will provide the Acumen auditors access to the internet and locations to work from.

8. Request For Exception to PSA

Acumen would appreciate consideration for one exception in the Professional Services Agreement (PSA):

"7.04 - Upon completion or termination of this Contract, Consultant shall promptly delivery to the City all records, notes, data, memorandum, models and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business."

At the Disclosing Party's request, the Receiving Party will promptly (and in any event, within ten business days of receipt of such request) return to the Disclosing Party or destroy, at the Disclosing Party's election, any and all Confidential Information belonging to the Disclosing Party, including all reproductions and any documents based on any of the Confidential Information. In the event that the Disclosing Party chooses to exercise its discretion to request the destruction or return of any Confidential Information pursuant to this section, the parties will enter into good faith negotiations and mutually agree on whether, and for what duration, the Receiving Party may maintain a copy of any of the documents, and under what conditions that party may maintain the documents (e.g. whether documents are sealed, the level of encryption required, and any other relevant conditions), for the purposes of protecting the Receiving Party in the event of litigation.

Appendix 1- Portfolio of Relevant Work

This section showcases examples of our prior work to demonstrate our capability, with experiences from the TRE NERC region highlighted in bold.

Legend ● CIP ◆ O&P

Entity/Company	Region	Registration	Compliance Assurance	Regulatory Compliance Support Services		Internal Compliance Program Development & Assessments	Documentation Updates/Sustainment Services	Regulatory Advisory Services & Managed Services	Training High Level, In-depth & Witness
				Technical Solutions & Support	Vulnerability Assessments				
AES-Huntington Beach	WECC	GO/GOP				●			
AES Indianapolis	RF	BA, DP, GO, GOP, LSE, PSE, RP TO, TOP, and TP				● ◆			
AES Ohio	RF	DP / TO				●			
Alberta Electric System Operator (AESO)	WECC/ Alberta	BA/PA/PC/IA/RC/RP/ TOP/TP/TSP	●			●	●	●	
Alabama Municipal Electrical Authority	SERC	GO/GOP/LSE		● ◆		● ◆	◆	◆	◆
American Bituminous Power	SERC	GO/GOP		◆			●		
Apex Clean Energy	SERC, ERCOT	GO/GOP					◆		
Arizona G&T Cooperatives	WECC	BA/DP/GO/GOP/PA PSE/RP/TO/TOP/TP/TSP					●		
ATCO Electric	Alberta	TO/TOP/DP			●		●		
Atura Power	NPCC	GO/GOP	● ◆	● ◆		● ◆	● ◆	● ◆	
Babcock & Wilcox	SERC	GO/GOP	◆					◆	
Baconton (IPP)	SERC	GO/GOP	● ◆		●	● ◆	● ◆	◆	
Beaches Energy	SERC	DP					●		
BluEarth	Alberta	GO/GOP	● ◆	◆		● ◆			●

Entity/Company	Region	Registration	Compliance Assurance	Regulatory Compliance Support Services		Internal Compliance Program Development & Assessments	Documentation Updates/ Sustainment Services	Regulatory Advisory Services & Managed Services	Training High Level, In-depth & Witness
				Technical Solutions & Support	Vulnerability Assessments				
Renewables Inc									
Brighton Beach Power	NPCC	GO/GOP	● ◆				● ◆	◆	
British Columbia Hydro	WECC	GO/GOP	● ◆	●		●			
Brookfield Renewable Power Inc.	NPCC/ WECC/ SERC	GO/GOP/TO/TOP	● ◆	●	●	● ◆	● ◆	◆	● ◆
Bruce Power L.P.	NPCC	GO/GOP	◆			◆		◆	
Burgess Biopower	NPCC	GO/GOP						● ◆	
Calhoun Power Company	SERC	GO/GOP	●						
Capstone Infrastructure	NPCC	GO/GOP	◆			● ◆			
Capital Power	NPCC	GO/GOP				● ◆			
Carbonfree	NPCC	GO/GOP	◆			● ◆			
Cenovus Energy	Alberta	GO/GOP	● ◆						
Central Nebraska Public Power and Irrigation District	MRO	GO/GOP/TO	●	●	●	●			
Chugach Electric Association	Alaska	N/A – RRC CIP Standards modeled against NERC CIP Standards	●	●		●			
Churchill Falls Generating Station	NPCC	GO/GOP/TO	● ◆				● ◆		

Entity/Company	Region	Registration	Compliance Assurance	Regulatory Compliance Support Services		Internal Compliance Program Development & Assessments	Documentation Updates/ Sustainment Services	Regulatory Advisory Services & Managed Services	Training High Level, In-depth & Witness
				Technical Solutions & Support	Vulnerability Assessments				
City of Clewiston	SERC	DP/TO	● ◆				◆		
City of College Station	TRE	DP/TO/TOP/TP	● ◆	● ◆	● ◆	● ◆	● ◆	● ◆	● ◆
City of Lethbridge	Alberta	DP	●	●					
City of Seward	Alaska	N/A – RRC CIP Standards modeled against NERC CIP Standards	●						
City of Vero Beach	SERC	DP/LSE/PA/RP/TO/TOP/TP	●	●	●	●	●		●
Cobra Thermosolar Plants, Inc.	WECC	GO/GOP	◆						● ◆
Columbia Basin Corporation	WECC	GO/GOP	●						
Colver Green Energy	RF	GO/GOP							● ◆
Competitive Power Ventures	NPCC	GO/GOP	● ◆						
Consumers Energy	RF	BA/GO/GOP/LSE/PSE/RP/DP	●	●		●			●
Cooperative Energy (formerly SMEPA)	SERC	BA/DP/GO/GOP/RP/TO/TOP/TP	●	●			●		
Coweta-Fayette EMC	SERC	DP			●				
Cross Sound Cable Company	NPCC	TO/TSP		● ◆				● ◆	
Cross Texas Transmission	TRE	TO/TOP/TP/TSP	●			●		●	
Danvers Electric –	NPCC	DP/LSE	●	●		●	●		●

Entity/Company	Region	Registration	Compliance Assurance	Regulatory Compliance Support Services		Internal Compliance Program Development & Assessments	Documentation Updates/ Sustainment Services	Regulatory Advisory Services & Managed Services	Training High Level, In-depth & Witness
				Technical Solutions & Support	Vulnerability Assessments				
Smart Grid									
Dalton Utilities	SERC	DP/LSE/TO	● ◆						
Detroit Renewable	RF	GO/GOP						◆	
Dominion Energy	RF	GO/GOP							
Dominion Energy South Carolina (DESC)	SERC	TO/TOP/TP/TSP/PA/RS GGOP/GO/RP/DP	●				●		
Doyle 1 LLC (IPP)	SERC	GO/GOP	◆		●	● ◆	● ◆	● ◆	● ◆
Dufferin Wind	NPCC	GO/GOP				◆			
Duke Energy	RF, SERC, TRE, WECC	GO/GOP/TO/TOP/TP	● ◆				● ◆		
Dynegy (IPP)	WECC	GO/GOP	◆						
Ebensburg Power Company	RF	GO/GOP							● ◆
Emera Newfoundland & Labrador	NPCC	TO	●						
E.On (Climate & Renewables North America Services LLC)	SERC/ RF	GO/GOP	◆						
ElectricCities	SERC	LSE/PSE/RP/DP	◆						
Enbridge	WECC	TO/TOP/TP				●			

Entity/Company	Region	Registration	Compliance Assurance	Regulatory Compliance Support Services		Internal Compliance Program Development & Assessments	Documentation Updates/ Sustainment Services	Regulatory Advisory Services & Managed Services	Training High Level, In-depth & Witness
				Technical Solutions & Support	Vulnerability Assessments				
Enersource Hydro	NPCC	DP	●		●			●	
Engie Wind Farm	NPCC	GO/GOP	●	●					
Enmax	Alberta	GO/GOP							
EPCOR Utilities Ltd	Alberta	TO/TOP			●				
ERCOT	TRE	BA/PA/PC/RC/RP/TOP/TSP	●			●	●		
EthosEnergy	NPCC	GO/GOP	●						
ETEC	MRO	DP/RP/TO/TP	● ◆			● ◆	◆		
Fort Hills Energy LP	Alberta	GO/GOP/TO/TOP	● ◆	● ◆					
Fort Pierce Utilities	SERC	DP/GOP/TO	●	●					
Gainesville Regional Utilities	SERC	BA/DP/GO/GOP/IA/LSE/PA/RP/TO/TOP/ TP	●		●	●			
GDF Suez	TRE, NPCC, RF, SERC	GO/GOP	◆	◆		◆			
Georgia Systems Operations Corp.	SERC	TOP/LSE	● ◆	● ◆	●	● ◆	● ◆	● ◆	● ◆
Georgia Transmission Corp. , Georgia	SERC	PA/TO/TP/TSP/DP	● ◆	● ◆	●	● ◆	● ◆	● ◆	● ◆
Glidepath Wind Farms	TRE	GO/GOP						● ◆	
GoldenSpread	SERC	DP/GO/PSE/RP	◆						
Great Lakes Power Transmission LP	NPCC	TO/TOP	◆			● ◆			◆
Greenfield Energy	NPCC	GO/GOP	●	●		●			●

Entity/Company	Region	Registration	Compliance Assurance	Regulatory Compliance Support Services		Internal Compliance Program Development & Assessments	Documentation Updates/ Sustainment Services	Regulatory Advisory Services & Managed Services	Training High Level, In-depth & Witness
				Technical Solutions & Support	Vulnerability Assessments				
Greenville Utilities NC	SERC	DP			●				
Grimsby Power	NPCC	DP			●	●			
Guadalupe Valley Electric Co Op Inc.	TRE	DP/TO/TP	●			●	●		
H2O	NPCC	GO/GOP		●					
Homer Electric Association	Alaska	N/A – RRC CIP Standards modeled against NERC CIP Standards	●	●		●			
Hydro One Networks	NPCC	TO/TOP/TP/DP/LSE	● ◆		●	● ◆	● ◆		● ◆
Hydro Québec Production	NPCC	GO/GOP	● ◆	● ◆		◆	●	●	● ◆
Hydro Québec TransÉnergie	NPCC	BA/IA/PA/RC/TO/ TOP/TP/TSP	● ◆	● ◆		●			● ◆
Independent Electricity System Operator (IESO) Ontario	NPCC	RC/BA/TO/IA/PC/RP/ TP/TSP	● ◆	●					●
Indianapolis Power & Light/Ice Miller	RF	BA/GO/GOP/LSE/PSE/R P/TO/TOP/TP/DP	◆						◆
International Power (IPP)	SERC	GO/GOP	◆						
Iron Mountain Generation	NPCC	GO/GOP	◆			◆			
ITC Holdings Inc.	MRO, RF, SERC	TO/TOP/TP	●			●			●

Entity/Company	Region	Registration	Compliance Assurance	Regulatory Compliance Support Services		Internal Compliance Program Development & Assessments	Documentation Updates/ Sustainment Services	Regulatory Advisory Services & Managed Services	Training High Level, In-depth & Witness
				Technical Solutions & Support	Vulnerability Assessments				
Lafayette Utilities System	SERC	BA/DP/GO/GOP/LSE/PSE/TO/TOP/TP	●		●				
Lakeland Electric	SERC	DP/GO/GOP/LSE/PA/RP/TO/TOP/TP/ TSP	●	●	●				
Liberty Utilities	NPCC	GO/GOP		●	●				
LG&E KU	SERC	TO/TOP/TP	● ◆		●				
Lone Star Transmission	TRE	TO/TOP/GO/GOP/TSP/TP/RP/D P/PSE	◆			◆			
Los Alamos County	WECC	TO/TOP/DP	●	●		●			●
Lower Colorado River Authority, Texas	TRE	GO/GOP/TO/TOP	● ◆		●	● ◆			
LS Power (IPP)	TRE, WECC, SERC & RF	GO/GOP/TO/TOP	● ◆						
Alberta Market Surveillance Administrator	WECC/ Alberta	Region Regulatory						●	
Massachusetts Municipal Wholesale Electric Company	NPCC	GO/GOP/TO	●			●			
Matanuska Electric Association	Alaska	N/A – RRC CIP and O&P Standards modeled against NERC Standards	● ◆	● ◆		● ◆			
MEAG Power (Municipal Electric	SERC	GO/GOP/LSE/PSE/RP/T O/PA/TP/TSP	●			●			

Entity/Company	Region	Registration	Compliance Assurance	Regulatory Compliance Support Services		Internal Compliance Program Development & Assessments	Documentation Updates/ Sustainment Services	Regulatory Advisory Services & Managed Services	Training High Level, In-depth & Witness
				Technical Solutions & Support	Vulnerability Assessments				
Authority of Georgia)									
Muscatine Power and Water	MRO	BA/DP/GO/GOP/LSE/P SE/RP/TO/TOP/TP	● ◆						
Nalcor (Newfoundland and Labrador Power Co.)	NPCC	RC/BA/DP/GO/GOP/PC/RP/TO/TOP/TP/ TSP	● ◆			◆ ●	● ◆		● ◆
Nebraska Power Public District	MRO	BA/DP/GO/GOP/PSE/R P/TO/TOP/TP/ TSP	◆			◆		◆	
New Brunswick Power	NPCC	BA/IA/PA/RC/RP/RSG/TO/TOP/TP/TSP	● ◆	●	●	● ◆	● ◆	● ◆	● ◆
Northern California Power Agency	WECC	GO/GOP	●						
Northland Power	NPCC	GO/GOP	● ◆			● ◆	◆	◆	● ◆
Northwind Solutions	NPCC	GOP							◆
Nova Scotia Power	NPCC	BA/DP/GO/GOP/PA/RP/RSG/TO/TOP/TP/ TSP	● ◆	●				●	● ◆
NPPD – Copper Nuclear Station	MRO	GO/GOP				●			●
Oakville Hydro	NPCC	DP	● ◆		●	●		●	
Oglethorpe Power Corporation	SERC	GO/GOP/LSE	● ◆	● ◆	●	● ◆	◆ ●	● ◆	● ◆
Old Dominion Electric Cooperative	RF/SERC	DP/GO/GOP	◆ ●			◆ ●		◆ ●	◆ ●
Ontario Power Generation	NPCC	GO/GOP	● ◆	●		● ◆	● ◆	● ◆	◆ ●

Entity/Company	Region	Registration	Compliance Assurance	Regulatory Compliance Support Services		Internal Compliance Program Development & Assessments	Documentation Updates/ Sustainment Services	Regulatory Advisory Services & Managed Services	Training High Level, In-depth & Witness
				Technical Solutions & Support	Vulnerability Assessments				
Portlands Energy	NPCC	GO/GOP	◆						
Power South	SERC	DP/GO/GOP/PA/PC/RP TO/TOP	●			●	●		
Rio Tinto Alcan	NPCC	DP/GO/GOP/TO	●					●	
Safe Harbor Water Power Company	RF	GO/GOP	◆	◆			◆	◆	◆
Santee Cooper	SERC	BA/DP/GO/GOP/PA/RP TO/TOP/TSP/TP		● ◆			● ◆		
Seward Generation, LLC	RF	GO/GOP				● ◆			
Sikeston Board of Municipal Utilities	SERC	DP/GO/GOP/LSE/ PSE/TO	●			●	●		
South Carolina Electric and Gas (SCANA)	SERC	BA/TOP/TO/TP/TSP/ PA/RSG/GO/GOP/RP/ DP/IA	● ◆						
Sowega (IPP)	SERC	GO/GOP	● ◆		●	● ◆	● ◆	◆	
St. John's Energy	NPCC	DP	◆			◆	◆	◆	
Suncor	Alberta	GO/GOP	●						
Tampa Electric	SERC	GO/GOP/TO	● ◆	● ◆					
Tenaska	SERC	GO/GOP/PSE	● ◆			● ◆			
TriState Generation and Transmission	MRO, WECC	GO/GOP/TO/TOP/TP/T SP/RP/LSE/PSE	◆						
TransAlta	Alberta	GO/GOP	●						
TransCanada – US (5 sites)	NPCC	GO/GOP	● ◆		●	● ◆			

Entity/Company	Region	Registration	Compliance Assurance	Regulatory Compliance Support Services		Internal Compliance Program Development & Assessments	Documentation Updates/ Sustainment Services	Regulatory Advisory Services & Managed Services	Training High Level, In-depth & Witness
				Technical Solutions & Support	Vulnerability Assessments				
TransCanada GS Ontario	NPCC	GO/GOP	● ◆	● ◆	●	● ◆			● ◆
VT Transco (VELCO)	NPCC	TO/TOP/TSP/TP	● ◆	● ◆		● ◆	● ◆	● ◆	● ◆
Veresen Inc	NPCC	GO/GOP	● ◆			● ◆			
Upshur Rural Electric Cooperative	MRO	DP						● ◆	
Westburne Rexel Group	Alberta	GO/GOP	●						
Wolverine Power	RF	GO/GOP/LSE/PSE/TO/TOP/TP/DP	◆						

Exhibit B
Payment Terms

SELECT ONE:

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

☐

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

-OR-

☒

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

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

Schedule of Payment for each phase:

See next page for payment schedule.

Contract Year	Projected Services	Projected Cost/Service	Contract Year Total
Year 1	On Demand Services*	\$15,582	\$49,734
	Cyber Vulnerability Assessment (CVA)	\$34,152	
Year 2	On Demand Services*	\$16,361	\$173,063
	Cyber Vulnerability Assessment (CVA)	\$35,860	
	Non-CIP Mock Audit	\$120,842	
Year 3	On Demand Services*	\$17,179	\$133,332
	Cyber Vulnerability Assessment (CVA)	\$37,653	
	CIP Mock Audit	\$78,500	
		TOTAL:	\$356,129

* 40-hour block in Year 1 with the option to purchase more as needed in subsequent years at projected rates.

EXHIBIT C

CONTRACTOR SECURITY & CONFIDENTIALITY AGREEMENT

NOTE:

**Awarded Contractor will be required to sign this agreement,
along with the City's Standard Contract Form.**

CITY OF COLLEGE STATION
CONTRACTOR SECURITY AND CONFIDENTIALITY AGREEMENT

In Consideration of being granted access by the City of College Station, Texas (“City” or “COCS”) to certain premises, facilities, or confidential information related to the City’s electric utility and Electric BES Cyber Assets/Systems of the City of College Station, Texas and in anticipation of rendering services or supplying materials or equipment related to the City’s electric utility and Electric BES Cyber Assets/Systems, the City and the Contractor (“Contractor” or “Vendor”), (each a “Party”, and collectively the “Parties”) agree to the following:

1. Definitions:

- a. BES: Bulk Electric System, as defined by the most current definition promulgated by the North American Electric Reliability Corporation (“NERC”)
- b. BES Cyber Asset: A COCS BES Cyber Asset that if rendered unavailable, degraded, or misused would, within fifteen (15) minutes of its required operation, misoperation, or non-operation, adversely impact one or more facilities, systems, or equipment, which if destroyed, degraded, or otherwise rendered unavailable when needed, would affect the reliable operation of the Bulk Electric System
- c. BES Cyber System: One or more BES Cyber Assets used to perform one or more reliability tasks for COCS

2. Security Clearances.

- a. The Contractor must maintain a current list of, all employees, officers, agents, subcontractors, and representatives (“Contractor’s Personnel” or “Personnel”) who will work with or on any College Station Electric BES Cyber Assets/Systems or who are subject to this Agreement. The list must include the employee’s full name, date of birth, and evidence the Contractor has conducted, and the employee has passed, a personnel risk assessment. The Contractor shall provide this list to the City upon request.
- b. A successfully completed and passed personnel risk assessment shall be conducted by the Contractor for each of its Personnel before accessing College Station Electric BES Cyber Assets/Systems, or information. Such personnel risk assessment shall include identity verification, Social Security Number verification, and a seven (7) year criminal history records check that includes current residence (regardless of duration), and other locations where, during the seven (7) years immediately prior to the date of the criminal history records check, the subject has resided for six (6) consecutive months or more. If it is not possible to perform a full seven (7) year criminal history records check, the Contractor shall conduct as much of a seven (7) year criminal history check as possible and document the reason the full seven (7) year check could not be performed. The Contractor may conduct more detailed reviews, as

permitted by law and subject to existing collective bargaining unit agreements. The Contractor shall provide evidence of personnel risk assessments to the City Representative upon request.

- c. Contractor shall renew personnel risk assessments specified above for each of its Personnel having access to College Station Electric BES Cyber Assets/Systems, or information every 7 years for as long as Contractor is performing work with or on any College Station Electric BES Cyber Assets/Systems subject to this Agreement.
- d. No Personnel of the Contractor who has a felony criminal history, a felony offense conviction, is under indictment for a felony offense, or has felony criminal charges pending shall be assigned to this project or have access to any of the City information related to this project.
- e. If Contractor becomes aware of any Personnel assigned to this project committing a felony offense after the completion of a personnel risk assessment, the Contractor must notify the City and remove the employee from the project immediately.
- f. Information on any Personnel of the Contractor who is proposed to work on this project who has a Class A or B misdemeanor conviction (or its equivalent), or who does not have seven (7) years of background data in this country, must be submitted to the City for evaluation. The City has the final determination as to whether such employee will be allowed to work on this project.
- g. If Contractor becomes aware of any Personnel assigned to this project committing a Class A or B misdemeanor after the completion of a personnel risk assessment, the Contractor must remove the Personnel from the project immediately and notify the City for further evaluation. The City has the final determination as to whether such employee will be allowed to continue to work on this project.
- h. When new Personnel are assigned, the same personnel risk assessment must be performed, and this information must be clearly identified as an update to the initial list and provided to the City.
- i. All Contractor's Personnel are subject to additional security clearances as may be required by the City. If additional verification is requested by the City, all Contractor's Personnel must submit to a criminal history check conducted by the City. Background checks will be completed, and Personnel cleared for work before any work commences. Additional background checks may be made at any time thereafter during the term of the agreement at the City's direction.
- j. The City reserves the right to exclude Contractor's Personnel from working on the site should a security concern arise or to terminate the contract with the Contractor at any time due to breaches in security caused by the Contractor's Personnel.

k. Under no circumstances will the Contractor or Contractor's Personnel represent themselves as employees of the City.

l. Contractor's Personnel shall always wear Contractor-furnished ID badges while on City premises.

3. Confidentiality.

As a duly authorized representative for the Contractor, Contractor and Contractor's Personnel acknowledge that all materials and information provided by the City, or information acquired by Contractor or Contractor's Personnel on behalf of the City related to the City's electric utility and Electric BES Cyber Assets/Systems shall be regarded as and strictly held and handled as confidential information in accordance with this Agreement, and all Federal, State, and local laws, as amended, and all applicable ethical standards.

4. Confidential Information.

Confidential information is information, including, but not limited to, all information related to the City's electric utility and Electric BES Cyber Assets/Systems, that by its nature or purpose is considered or would reasonably be considered by a person to be confidential or proprietary or trade secret information and specifically includes, but is not limited to, anything designated as Protected Information or Confidential Information under NERC and associated regulations, all drawings, designs, plan specifications, instructions, data manuals, models, surveys, equipment, or documents of any character which are provided by the City, its consultants or agents, and all information, technical data, and know-how that relates to the business, services, or products of City, or City's market participants, customers or other vendors, including without limitation, any research, products, services, developments, inventions, processes, techniques, designs, and scientific, technical, engineering, distribution, marketing, financial, merchandising, pricing, and sales information that is disclosed to Contractor directly or indirectly in writing, electronically, orally, by drawings, or through inspection or site visit.

Confidential Information does not include information, technical data, or knowledge, that is:

- a. Already published or available to the public, or subsequently becomes available, other than by a breach of this Agreement;
 - b. Received from a third party not to Receiving Party's knowledge in breach of or under any obligation of confidentiality;
 - c. Independently developed by personnel or agents of Receiving Party without reliance on the Confidential Information;
 - d. Proven by written evidence to be known to Receiving Party at the time of disclosure;
- or

- e. Produced by Receiving Party in compliance with an order, rule, or law of any federal, state, local or municipal body having jurisdiction over a Party, provided that Receiving Party gives Disclosing Party notice, to the extent reasonably possible, of such order, rule, or law and gives Disclosing Party an opportunity to defend and/or attempt to limit such production.

5. Contractor and Contractor's Personnel Responsibilities.

Contractor and Contractor's Personnel agree that it and its employees, representatives, and agents must:

- a. Preserve and maintain Confidential Information in strict confidence;
- b. Not disclose or use the Confidential Information for any purpose other than purposes contemplated under this Agreement;
- c. Not disclose Confidential Information to any third party other than the employees, representatives, or agents of the Contractor who have a direct need to know the information in connection with a purpose permitted under this Agreement;
- d. Not disclose Confidential Information to any third party, except as expressly authorized in writing by the City and that such disclosure is necessary for the performance of an agreement or understanding with the City. Any disclosure to a third party will require the undersigned Contractor to obtain written assurances from any third party that such third party will preserve the confidentiality of such confidential information, matter, or property. The City shall be provided a copy of all written assurances obtained by Contractor from third parties within five (5) business days of receipt.
- e. Not copy or make public Confidential Information without the prior expressed written consent of the City;
- f. Notify the City immediately upon discovery of any unauthorized use or disclosure of Confidential Information and to cooperate in any reasonable way to help the City regain possession of the Confidential Information and prevent further unauthorized use or disclosure.
- g. Notify the City immediately upon termination or reassignment of Personnel who were working with or on any College Station Electric BES Cyber Assets/Systems.

6. Exclusive Property of City and Return of Confidential Information.

Any Confidential Information, including all copies, provided to Contractor remain the exclusive property of the City, and Contractor must take all necessary actions and precautions to prevent unauthorized disclosure and use of Confidential Information. Upon request of City or immediately upon termination of this Agreement or proposal made to the City, Contractor will promptly return all Confidential Information via bonded courier or some other similarly secure means approved in

advance by the City or destroy the Confidential Information and provide a certificate of destruction to the City, if such method is approved by the City, provided that the Contractor may keep a copy of this Agreement.

7. No Warranty in Provided Information.

Any maps, diagrams, GIS data, plans, or any other information or products provided by City is for informational purposes only and has not been prepared for and is not suitable for legal, engineering, construction, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of certain geographic features. No warranty, expressed or implied, is made by the City of College Station as to the accuracy, completeness, suitability, or timeliness of the information contained herein. The City of College Station assumes no responsibility for any private or commercial use, misuse, reliance, or interpretation of the information provided herein, or any loss resulting therefrom.

8. Injunctive Relief.

Contractor acknowledges and agrees that a breach of this Agreement may result in irreparable and continuing damage to the City, for which there may be no adequate remedy at law, and that, in the event of such breach, the City will be entitled to seek injunctive relief and/or a decree for specific performance, in addition to all such other and further relief, damages, and reasonable attorneys' fees as may be available at law, in equity, or otherwise.

9. Venue.

This Agreement is to be construed and interpreted in accordance with the laws of the State of Texas without regard to any conflicts of law provisions. Venue for any action arising out of this Agreement shall be in Brazos County, Texas.

10. Waiver of Terms.

No waiver or deferral by either Party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

11. Term and Termination.

This Agreement will become effective when it is signed by the last Party making it fully executed and will remain in full force and effect until terminated by either Party upon thirty (30) days written notice to the other Party. However, the rights and obligations contained in this Agreement survive any termination of this Agreement.

12. Indemnification and Release.

- a. **INDEMNIFICATION.** THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, PENALTIES, JUDGMENTS, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES ARISING OUT OF OR IN CONNECTION WITH THE CONTRACTOR'S WORK, RESPONSIBILITIES, OR BREACH OF THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, PENALTIES, JUDGMENTS, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.
- b. **RELEASE.** THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR ITS WORK AND RESPONSIBILITIES TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE CONTRACTOR'S WORK AND RESPONSIBILITIES TO BE PERFORMED HEREUNDER. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

13. Notice.

Any official notice under this Agreement will be sent to the following addresses:

CONTRACTOR

Attn: Joel Charlebois

AESI-US, INC.

412 E. Main Street, Lower Level

New Albany, IN 47150

CITY OF COLLEGE STATION

Attn: Electrical Department

PO BOX 9960

1101 Texas Ave

College Station, TX 77842

P: (979) 764-3660

14. Signature Authority.

Each Party warrants and represents that the person signing below on its behalf has the necessary right, power, representative capacity, and full authority to execute this Agreement and bind it to the provisions hereof. This Agreement contains the entire understanding of the Parties with respect to this subject matter. This Agreement may be executed electronically by applying electronic signatures, or signed and scanned and then electronically transferred to the other Party. Each Party acknowledges that they have read, understand, and are bound by the electronic signatures applied to this Agreement in the same manner as if such Parties had signed this Agreement with handwritten original signatures. A copy of this Agreement bearing an electronic or electronically transferred signature or signatures on the executed documents has the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile, etc.) is considered an original.

AGREED:

AESI-US, INC.

CITY OF COLLEGE STATION

By: Stephen DiSalvo

By: _____

Printed Name: Stephen DiSalvo

Printed Name: _____

Title: Vice President, Regulatory Compliance

Title: _____

Date: 7/28/2025

Date: _____

EXHIBIT D

ELECTRIC OPERATIONAL TECHNOLOGY CYBER SECURITY SUPPLY CHAIN RISK MANAGEMENT AND NON-DISCLOSURE CONFIDENTIALITY AGREEMENT

NOTE:

**Awarded Contractor will be required to sign this agreement,
along with the City's Standard Contract Form.**

CITY OF COLLEGE STATION
ELECTRIC OPERATIONAL TECHNOLOGY
CYBER SECURITY SUPPLY CHAIN RISK MANAGEMENT
AND NON-DISCLOSURE CONFIDENTIALITY AGREEMENT

In Consideration of rendering services or supplying materials or equipment to the City of College Station, Texas (“City” or “COCS”) related to the City’s electric utility and Electric BES Cyber Systems of the City of College Station, Texas, the City and the Contractor (“Contractor” or “Vendor”), (each a “Party”, and collectively the “Parties”) agree to the following (the “Agreement”):

1. **Definitions:**

- a. BES: Bulk Electric System, as defined by the most current definition promulgated by the North American Electric Reliability Corporation (“NERC”).
- b. BES Cyber Asset: A COCS BES Cyber Asset that if rendered unavailable, degraded, or misused would, within fifteen (15) minutes of its required operation, misoperation, or non-operation, adversely impact one or more facilities, systems, or equipment, which if destroyed, degraded, or otherwise rendered unavailable when needed, would affect the reliable operation of the Bulk Electric System.
- c. BES Cyber System: One or more BES Cyber Assets used to perform one or more reliability tasks for COCS, and any associated Protected Cyber Assets.
- d. BES Cyber System Information: Information about the BES Cyber System that could be used to gain unauthorized access or pose a security threat to the BES Cyber System. BES Cyber System Information may include, but is not limited to, security procedures or security information about BES Cyber Systems, Physical Access Control Systems (PACS), and Electronic Access Control Monitoring Systems (EACMS) that is not publicly available and could be used to allow unauthorized access or unauthorized distribution; collections of network addresses; and network topology of the BES Cyber System.
- e. ESP: Electronic Security Perimeter. The protected networks in which BES Cyber Assets and associated systems operate.
- f. Protected Cyber Asset: A COCS Cyber Asset that works within the same ESP as a BES Cyber Asset, but which does not have reliability impacts with regards to system reliability. These systems share the bulk of the restrictions and process requirements as a BES Cyber Asset.

2. **Confidentiality.**

As a duly authorized representative for the Contractor, Contractor and Contractor’s Personnel acknowledge that all BES Cyber System Information provided by the City, or information acquired by Contractor or Contractor’s Personnel on behalf of the City related to the City’s electric utility and

Electric BES Cyber Systems shall be regarded as, and strictly held and handled as, confidential information in accordance with this Agreement, and all Federal, State, and local laws, as amended, and all applicable ethical standards.

4. Confidential Information.

Confidential information is information, including, but not limited to, all information related to the City's electric utility and Electric BES Cyber Systems, that by its nature or purpose is considered or would reasonably be considered by a person to be confidential or proprietary or trade secret information and specifically includes, but is not limited to, anything designated as Protected Information or Confidential Information under NERC and associated regulations, all drawings, designs, plan specifications, instructions, data manuals, models, surveys, equipment, or documents of any character which are provided by the City, its consultants or agents, and all information, technical data, and know-how that relates to the business, services, or products of City, or City's market participants, customers or other Contractors, including without limitation, any research, products, services, developments, inventions, processes, techniques, designs, and scientific, technical, engineering, distribution, marketing, financial, merchandising, pricing, and sales information that is disclosed to Contractor directly or indirectly in writing, electronically, orally, by drawings, or through inspection or site visit.

Confidential Information does not include information, technical data, or knowledge, that is:

- a. Already published or available to the public, or subsequently becomes available, other than by a breach of this Agreement;
- b. Received from a third party not to Receiving Party's knowledge in breach of or under any obligation of confidentiality;
- c. Independently developed by personnel or agents of Receiving Party without reliance on the Confidential Information;
- d. Proven by written evidence to be known to Receiving Party at the time of disclosure; or
- e. Produced by Receiving Party in compliance with an order, rule, or law of any federal, state, local or municipal body having jurisdiction over a Party, provided that Receiving Party gives Disclosing Party notice, to the extent reasonably possible, of such order, rule, or law and gives Disclosing Party an opportunity to defend and/or attempt to limit such production.

5. Contractor's Responsibilities.

Contractor agrees that it must:

- a. Immediately notify the City by telephone and email no later than twenty-four (24) hours after an identified, threatened, attempted, or successful breach of Contractor's components, software, or systems that may have potential adverse impacts to the availability or reliability of the City's BES Cyber Systems. Notifications to the City

should be sent to a designated point of contact as determined by the City and Contractor. Information provided to the City shall include:

- (i) mitigating controls that the City can implement, if applicable, and
 - (ii) availability of patch or corrective components, if applicable.
- b. Immediately notify the City by telephone and email no later than twenty-four (24) hours after the Contractor identifies a vulnerability that could result in, or has resulted in, a cyber security incident related to the products or services provided to the City. Contractor must provide defined information regarding the products or services at risk and appropriate precautions available to minimize risks. Until the cyber security incident has been corrected, Contractor may be requested to perform analysis of information available or obtainable, provide an action plan, provide ongoing status reports, mitigating controls, and final resolution within reasonable periods as agreed to by Contractor and the City.
- c. Immediately notify the City by telephone and email no later than twenty-four (24) hours after a Contractor employee's remote or onsite access should be terminated. Circumstances for terminating access by Contractor employees include:
- (i) Contractor determines that any of its persons no longer require access,
 - (ii) Persons permitted access are no longer qualified to maintain access, or
 - (iii) Contractor's employment of any of the persons permitted access is terminated for any reason.
- d. Obtain the City's prior written approval if Contractor utilizes third-party (or subcontractors) to perform services for the City. Contractor shall require third-party's adherence to all terms and conditions of this Agreement, including, but not limited to, the non-disclosure confidentiality provisions, the access requirements, and the access termination requirements contained in this Agreement.
- e. Provide access to summary documentation within a negotiated time period of any identified security breaches involving the procured product or its supply chain that impact the availability or reliability of the City's BES Cyber System. Documentation must include a summary description of the breach, its potential security impact, its root cause, and recommended corrective actions involving the procured product.
- f. Provide access to summary documentation within a negotiated time period of uncorrected security vulnerabilities in the procured product that have not been publicly disclosed. The summary documentation shall include a description of each vulnerability and its potential impact, root cause, and recommended compensating security controls, mitigations, and/or procedural workarounds.
- g. During procurement, Contractor shall review with the City summary documentation of publicly disclosed vulnerabilities in the product being procured and the status of Contractor's disposition of those publicly disclosed vulnerabilities.

- h. Provide the City with documentation detailing the Contractor's patch management program and update process for all system components being procured (including third-party hardware, software, and firmware). Documentation should include the Contractor's method or recommendation for how the integrity of the patch is validated by the City. Contractors must describe the processes used for delivering software and firmware and the methods that can be used to verify the integrity and authenticity of the software and firmware upon receipt, including systems with preinstalled software and firmware.
- i. Provide access to Contractor documentation for the procured products (including third-party hardware, software, firmware, and services) regarding the release schedule and availability of updates and patches that should be considered or applied. Documentation should include instructions for securely applying, validating and testing the updates and patches.
- j. Provide appropriate software and firmware updates to remediate newly discovered vulnerabilities or weaknesses within a reasonable period for duration of the product life cycle. Consideration regarding service level agreements for updates and patches to remediate critical vulnerabilities should be a shorter period than other updates. If updates cannot be made available by the Contractor within a reasonable period, the Contractor should provide mitigations and/or workarounds.
- k. Provide fingerprints or cipher hashes for all software and firmware updates so that the City can verify the values prior to installation on the City BES Cyber System to verify the integrity of the software and firmware updates.
- l. When third-party software components are provided by the Contractor, the Contractor must provide appropriate updates and patches to remediate newly discovered vulnerabilities or weaknesses of the third-party software components.
- m. Specify specific IP addresses, ports, and minimum privileges required to perform remote access services.
- n. Use individual user accounts that can be configured to limit access and permissions.
- o. Maintain their IT assets (hardware, software and firmware) connecting to the City's network with current updates to remediate security vulnerabilities or weaknesses in accordance with electric and cyber security industry best-practices and as identified by the City.
- p. Document processes for restricting connections from unauthorized personnel. Contractor personnel are not authorized to disclose or share account credentials, passwords, access tokens, 2 factor/multi-factor authentication devices, or established connections.
- q. For a negotiated time period, maintain complete and accurate books, user logs, access credential data, records, and other information applicable to connection access activities for Contractor's system-to-system connections to the City. Such

information must be sufficient for the City to identify and authenticate Contractor personnel connecting from the Contractor's systems to the City's systems.

6. Exclusive Property of City and Return of Confidential Information.

Any Confidential Information, including all copies, provided to Contractor remain the exclusive property of the City, and Contractor must take all necessary actions and precautions to prevent unauthorized disclosure and use of Confidential Information. Upon request of City or immediately upon termination of this Agreement or proposal made to the City, Contractor will promptly return all Confidential Information via bonded courier or some other similarly secure means approved in advance by the City or destroy the Confidential Information and provide a certificate of destruction to the City, if such method is approved by the City, provided that the Contractor may keep a copy of this Agreement.

7. No Warranty in Provided Information.

Any maps, diagrams, GIS data, plans, or any other information or products provided by City is for informational purposes only and has not been prepared for and is not suitable for legal, engineering, construction, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of certain geographic features. No warranty, expressed or implied, is made by the City of College Station as to the accuracy, completeness, suitability, or timeliness of the information contained herein. The City of College Station assumes no responsibility for any private or commercial use, misuse, reliance, or interpretation of the information provided herein, or any loss resulting therefrom.

8. Injunctive Relief.

Contractor acknowledges and agrees that a breach of this Agreement may result in irreparable and continuing damage to the City, for which there may be no adequate remedy at law, and that, in the event of such breach, the City will be entitled to seek injunctive relief and/or a decree for specific performance, in addition to all such other and further relief, damages, and reasonable attorneys' fees as may be available at law, in equity, or otherwise.

9. Venue.

This Agreement is to be construed and interpreted in accordance with the laws of the State of Texas without regard to any conflicts of law provisions. Venue for any action arising out of this Agreement shall be in Brazos County, Texas.

10. Waiver of Terms.

No waiver or deferral by either Party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

11. Term and Termination.

This Agreement will become effective when it is signed by the last Party making it fully executed and will remain in full force and effect until terminated by either Party upon thirty (30) days written notice to the other Party. However, the rights and obligations contained in this Agreement survive any termination of this Agreement.

12. Indemnification and Release.

- a. **INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, PENALTIES, JUDGMENTS, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES ARISING OUT OF OR IN CONNECTION WITH THE CONTRACTOR'S WORK, RESPONSIBILITIES, OR BREACH OF THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, PENALTIES, JUDGMENTS, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**
- b. **RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR ITS WORK AND RESPONSIBILITIES TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE CONTRACTOR'S WORK AND RESPONSIBILITIES TO BE PERFORMED HEREUNDER. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

13. Notice.

Any official notice under this Agreement will be sent to the following addresses:

CONTRACTOR

Attn: Joel Charlebois
AESI-US, INC.
412 E. Main Street, Lower Level
New Albany, IN 47150

CITY OF COLLEGE STATION

Attn: Electrical Department
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
P: (979) 764-3660

14. Signature Authority.

Each Party warrants and represents that the person signing below on its behalf has the necessary right, power, representative capacity, and full authority to execute this Agreement and bind it to the provisions hereof. This Agreement contains the entire understanding of the Parties with respect to this subject matter. This Agreement may be executed electronically by applying electronic signatures, or signed and scanned and then electronically transferred to the other Party. Each Party acknowledges that they have read, understand, and are bound by the electronic signatures applied to this Agreement in the same manner as if such Parties had signed this Agreement with handwritten original signatures. A copy of this Agreement bearing an electronic or electronically transferred signature or signatures on the executed documents has the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile, etc.) is considered an original.

AGREED:

CONTRACTOR: AESI-US, INC.

CITY OF COLLEGE STATION

By: Stephen DiSalvo

By: _____

Printed Name: Stephen DiSalvo

Printed Name: _____

Title: Vice President, Regulatory Compliance

Title: _____

Date: 7/28/2025

Date: _____

Exhibit E
Certificates of Insurance

Contract No. 25300633
Professional Services -Consultant
Form 04-20-2023

CERTIFICATE OF LIABILITY INSURANCE					ISSUE DATE YYYY/MM/DD 2025/07/18											
BROKER  HUB International Ontario Limited 2265 Upper Middle Road East, Suite 700 Oakville, ON L6H 0G5					This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below. <table><tr><td>Company A</td><td>Continental Casualty Company (CNA)</td></tr><tr><td>Company B</td><td>Berkley Insurance Company</td></tr><tr><td>Company C</td><td></td></tr><tr><td>Company D</td><td></td></tr><tr><td>Company E</td><td></td></tr></table>		Company A	Continental Casualty Company (CNA)	Company B	Berkley Insurance Company	Company C		Company D		Company E	
Company A	Continental Casualty Company (CNA)															
Company B	Berkley Insurance Company															
Company C																
Company D																
Company E																
INSURED'S FULL NAME AND MAILING ADDRESS AESI Acumen Engineered Solutions International Inc. a/o AESI US Inc. 5575 North Service Road, Suite 401 Burlington, ON L7L 6M1 Canada																
COVERAGES																
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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.																
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS																
TYPE OF INSURANCE	CO LTR	POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)											
COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCURRENCE ☒ PRODUCTS AND/OR COMPLETED OPERATIONS ☒ PERSONAL INJURY ☒ EMPLOYER'S LIABILITY ☒ TENANT'S LEGAL LIABILITY ☒ NON-OWNED AUTOMOBILE ☒ HIRED AUTOMOBILE	A	MPR2718929	2025/01/31	2026/01/31	EACH OCCURRENCE	\$ 2,000,000										
					GENERAL AGGREGATE	\$ 5,000,000										
					PRODUCTS - COMP/OP AGGREGATE	\$ 2,000,000										
					PERSONAL INJURY	\$ 2,000,000										
					EMPLOYER'S LIABILITY	\$ 2,000,000										
					TENANT'S LEGAL LIABILITY	\$ 1,000,000										
					NON-OWNED AUTOMOBILE	\$ 2,000,000										
					HIRED AUTOMOBILE	\$ 75,000										
AUTOMOBILE LIABILITY ☐ DESCRIBED AUTOMOBILES ☐ ALL OWNED AUTOMOBILES ☐ LEASED AUTOMOBILES ** ☐ GARAGE LIABILITY ☐					BODILY INJURY PROPERTY DAMAGE COMBINED	\$										
					BODILY INJURY (Per person)	\$										
					BODILY INJURY (Per accident)	\$										
					PROPERTY DAMAGE	\$										
** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE																
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM					EACH OCCURRENCE	\$										
					AGGREGATE	\$										
OTHER (SPECIFY) PROFESSIONAL LIABILITY	B	BC0A482-2500	2025/07/11	2026/07/11	Each Claim	\$ 3,000,000										
					Aggregate	\$ 3,000,000										
					Deductible	\$ 100,000										
					Retro Dates: July 11, 1997	\$										
					July 11, 2015 & July 11, 2017	\$										
DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)																
The Commercial General Liability policy contains a waiver of subrogation. The Commercial General Liability policy includes Primary & Non-contributory coverage. City of College Station is added as Additional Insured(s) to the Commercial General Liability Policy but only insofar as their legal liability arises, vicariously, out of operations performed by, or on behalf of, the Named Insured. RE: Contract Number 25300633																
CERTIFICATE HOLDER			CANCELLATION													
City of College Station Attn: Risk Manager PO Box 9960 College Station, TX 77842			Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. AUTHORIZED REPRESENTATIVE  Per: _____ Page 1 of 1													
C# 25300633																

Contract No. 25300633

Name of Project: Electric NERC Compliance Consulting

STATEMENT AFFIRMING NO BUSINESS AUTOS

I, the undersigned, the sole owner, shareholder, principal or partner doing business as AESI-US, Inc. herein verify
AESI-US, Inc. does not have Business Autos, nor does it conduct business in any way that would require it to have Business Autos when performing for the City of College Station under the above-referenced contract.

I understand if AESI-US, Inc. purchases, rents, or otherwise uses Business Autos or does anything to change its obligations under state law with respect to carrying Business Auto liability insurance when performing for the City, it will promptly do so and notify the City of same.
AESI-US, Inc. assumes full responsibility for its obligations, if any, under applicable law relating to business auto liability insurance.

Name of Business: AESI-US, Inc.

Telephone No. 770-870-1630

Address: 412 E Main St, Lower Level

City: New Albany State: IN Zip Code: 47150

Signature of Owner: 

Date: July 25, 2025

RETURN SIGNED FORM TO

OR

FAX TO



AESIINC-S3

BCARL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2025

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 License # 0019304-1 Hub International Midwest East 1591 Galbraith Ave SE Grand Rapids, MI 49546	CONTACT NAME:		
	PHONE (A/C, No, Ext): (616) 233-4111	FAX (A/C, No): (616) 233-4110	
INSURED AESI-US Inc 412 E Main Street Lower Level New Albany, IN 47150	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Insurance Group		914
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N	N / A	X	81WECID1060	4/3/2025	4/3/2026	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Waiver of subrogation is included in favor of City of College Station. 3.A. on Workers Compensation includes State of Texas. Contract #25300633

CERTIFICATE HOLDER

CANCELLATION

City of College Station Attn: Risk Manager PO Box 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

September 11, 2025

Item No. 7.8.

Purchase and Installation of an Electric Power Transformer at Northwest Substation

Sponsor: Glenn Gavit

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on approval of an agreement with Virginia Transformer Corporation for the purchase and installation of an electric substation power transformer at the Northwest Substation, not to exceed \$2,337,317.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of an agreement with Virginia Transformer Corporation for the purchase and installation of an electric substation power transformer at the Northwest Substation for an amount not to exceed \$2,337,317.

Summary: Five (5) valid bids were received for Bid 25-063 to purchase one (1) electric substation transformer for the Northwest Substation. Staff has completed bid evaluation and is recommending the award to the best qualified bidder with the lowest total cost of ownership, Virginia Transformer Corporation, for an amount not to exceed \$2,337,317. The construction phase of Northwest Substation will start in the Fall of 2026. This will sit beside BTU's Substation which will start construction around the same time. The transformer will be delivered and installed in June/July of 2027, and the energization of the Substation is expected to occur Spring/Summer of 2027. The bid includes delivery, installation of the transformer on the foundation, filling with oil, and testing.

Budget & Financial Summary: Funds for this purchase are budgeted in the FY25 Electric Capital Improvement Projects Fund.

Attachments:

1. 25-063 Bid Tab
2. 25300694-Virginia Transformer_VendorSigned_CC_9.11.25

25-063
THREE PHASE TRANSFORMER FOR NORTHWEST SUBSTATION
06/27/25 @ 2:00 P.M.

	Virgina Transformer Corp		EHV SOLUTIONS, LLC		TECHLINE, INC		Elgin B Robertson	
 Transformer Description:	25/33.3/41.7//46.7 MVA, ONAN/ONAF/ONAF, 55°C/65°C, 138 kV - 13.2 kV Wye, with LTC, and nitrogen preservation system		25/33.3/41.7//46.7 MVA, ONAN/ONAF/ONAF, 55°C/65°C, 138 kV - 13.2 kV Wye, with LTC, and nitrogen preservation system		25/33.3/41.7//46.7 MVA, ONAN/ONAF/ONAF, 55°C/65°C, 138 kV - 13.2 kV Wye, with LTC, and nitrogen preservation system		25/33.3/41.7//46.7 MVA, ONAN/ONAF/ONAF, 55°C/65°C, 138 kV - 13.2 kV Wye, with LTC, and nitrogen preservation system	
Transformer base price (FOB pad)		\$1,859,620.00		\$2,055,000.00		\$2,204,000.00		\$2,481,200.00
		\$42,170.00		\$25,200.00		\$20,000.00		\$110,000.00
Field assembly and testing		\$130,000.00		\$125,000.00		\$40,000.00		\$110,000.00
Total cost, transformer delivered ready for service		\$2,031,790.00		\$2,205,200.00		\$2,264,000.00		\$2,701,200.00
No load losses at 20oC, 100% voltage, 60 Hz, neutral taps	15.3	\$116,448.00	22KW	\$167,442.00	21.1 KW	\$160,592.00	22.5 KW	\$171,248.00
Load losses at base rating (55oC ONAN), corrected to 85oC operating temperature	84.9	\$168,611.00	75KW	\$148,950.00	86.2 KW	\$171,193.00	70.5KW	\$140,013.00
Auxiliary losses, ONAF / ONAF	6	\$11,916.00	3KW	\$5,958.00	3KW	\$5,958.00	4KW	\$7,944.00
Maximum NO LOAD loss measurement error per NIST methods	3%	\$3,493.00		\$1,606.00	1%	\$1,606.00	1%	\$1,712.00
Maximum LOAD loss measurement error per NIST methods	3%	\$5,058.00			1%	\$1,712.00	1%	\$1,400.00
Total Evaluated Cost of Losses		\$305,527.00		\$322,350.00		\$341,061.00		\$322,317.00
EVALUATED TOTAL OWNING COST		\$2,337,317.00		\$2,527,550.00		\$2,605,061.00		\$3,023,517.00
Impedance, Nominal (%Z)		7.90%		8.00%		7.40%		8.00%
% Regulation: 80% PF, Base MVA, 85oC reference temperature		5.194		5.220		0.604		5.220
% Regulation: 100% PF, Base MVA, 85oC reference temperature		0.651		0.620		4.863		0.600
Maximum auxiliary load	KVA	6.0	KVA		KVA	2.5	KVA	
Drawing lead time	wks.	26-28	wks.	16	wks.	See cover sheet	wks.	24
Total Lead Time - weeks to ship transformer ARO	wks.		wks.	65	wks.		wks.	82-86
Estimated time in transit & shipping method (truck or rail?)	wks.	Truck	wks.	70	wks.	1 week via truck	wks.	TBD
Shipping Oil-filled or Dry air filled (indicate which method)		Oil Field		dry air		dry air filled		dry air
Weights								
Heaviest item to be off-loaded	lbs	63000	lbs	111485	lbs	121221	lbs	111850
Core and Coil	lbs	55000	lbs	71615	lbs	86684	lbs	78200
Complete transformer with accessories and oil	lbs	158000	lbs	179346	lbs	201817	lbs	195146
Gallons of oil	Gal	6385	Gal	6869	Gal	8580	Gal	8845
Size								
Main tank (H, W, D)	in/HWD	170,151,204	in/HWD		in/HWD	152x228x105	in/HWD	140Hx188Wx8
Overall with all accessories in place (H, W, D)	in/HWD	238,270,177	in/HWD	209", 244", 189"	in/HWD	227x228x176	in/HWD	219x339x193
Number of radiator groups	panels ea	2	panels ea	8 rads	panels ea	6 radiators w/35 ea	panels ea	9
Allowable impact meter reading								
Longitudinal		5g				5G		
Vertical		3g				3G		
Cost of Qualified Service Engineer								
Proposed Time	DAYS	3	DAYS		DAYS	3	DAYS	per attached
Daily Rate (inclusive of expenses)	\$5,000	\$15,000	\$2,500		\$2,500	\$7,500	\$2,500	per attached
Spare parts:								
HV Bushing	EA	\$15,000.00	EA	\$18,600.00	EA	\$5,525.00	EA	\$10,580.00
LV Bushing	EA	\$2,000.00	EA	\$13,200.00	EA	\$8,125.00	EA	\$7,870.00
Other: Fan	EA (gaskets)	\$1,500.00	EA (gaskets)	\$3,750.00	EA		EA	
Other: Gasket	EA	\$1,500.00	EA		EA		EA	
Supplier (seller)								
Name		Virginia Transformer Corp		WEG Transformers USA		Howard Industries		PTT
Street Address		220 Glad View Drive		6350 Weg Drive		PO Box 1588		30 Curry Ave.
City, State, Zip Code		NE Roanoke, VA 24012		Washington, MO 63090		Laurel, MS 39440		Canonsburg, PA 15317
Manufacturer								
Name		Virginia Transformer Corp		WEG Voltran				PTT
Street Address		220 Glad View Drive, NE						30 Curry Ave.
City, State, Zip Code		Roanoke, VA 24012						Canonsburg, PA 15317
Transformer Manufacturing Location		Pocatello, ID		Tizayuca, Mexico		Ellisville, MS		Raeford, NC
Company (subcontractor) providing offloading/assembly		TBD		TBD		Howard Industries		TBD
Exceptions		see attached		see attached	N/A	See comments	N/A	See comments



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300694 PROJECT #: EL30000549 BID/RFP/RFQ#: 25-063

Project Name / Contract Description: Purchase and Installation of a Three Phase Transformer for Northwest Substation

Name of Contractor: Virginia Transformer Corp

CONTRACT TOTAL VALUE: \$ 2,337,317.00 **Grant Funded** Yes ☐ No ☒
If yes, what is the grant number:

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

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

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

FY25 Capital Funds are budgeted in EL30000549-EDSS-CONSTRUCT

5 responses: Virginia Transformer Corp \$2,337,317; EHV Solutions \$2,527,550; Techline \$2,605,061; EBR \$3,023,517; One incomplete

Electric Department recommends lowest responsive bidder: Virginia Transformer Corp \$2,337,317

CRC Approval Date*: 08.15.25 **Council Approval Date*:** 09.11.25 **Agenda Item No*:**
(If required)*

--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

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

9.12.23 UPDATED

**CITY OF COLLEGE STATION
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 Virginia Transformer Corp (the "Contractor") for the construction and/or installation of the following: Purchase and Installation of a Three Phase Transformer for Northwest Substation (ITB# 25-063).

1. DEFINITIONS

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

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

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

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

1.05 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Two Million Three Hundred Thirty Seven Thousand Three Hundred Seventeen and 00/100 Dollars (\$ 2,337,317.00).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.21 Tariffs. The term "Tariff" as used in this Agreement, shall be as defined in Exhibit "G".

1.22 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.

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

2. CONTRACT DOCUMENTS

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

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

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

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

2.04 All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the

Plans and Specifications and “as built” drawings, are to be returned to the City on request at the completion of the Work. All Contract Documents, models, mockups, or other representations are the property of the City.

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

3. AWARD OF CONTRACT

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

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

4. CITY'S REPRESENTATIVE

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

5.01 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the Work. The Contractor shall have ultimate control over the execution of the Work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and

subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

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

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

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

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

6. DISORDERLY EMPLOYEES

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

7. HOURS OF WORK

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

8. NATURE OF THE WORK

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

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

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

9. POST-AGREEMENT AWARD MEETINGS

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

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

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

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

10. PROGRESS OF WORK

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

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

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

- (f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.
- (g) In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

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

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

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

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

10.06 Work Stoppage. If in the judgment of either the City or City's Representative any of the Work or materials furnished is not in strict accordance with this Agreement or any portion of the Work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the Work of the Contractor or any subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

locations of existing utilities and services. Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

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

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

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

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

12. MATERIALS

12.01 Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, **codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do**

not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

12.14 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, **Samples or similar submittals, to revisions other than those requested by the City's Consultant on previous**

submittals. In the absence of such written notice, the City's Consultant's approval of a resubmission shall not apply to such revisions.

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

13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

14. REJECTED WORK

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

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

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

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

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

15. SUBCONTRACTING & SUBCONTRACTORS

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

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

16. PAYMENT

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

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

or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or modification, a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the ***preceding*** month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

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

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

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

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

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

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

16.09 Unless otherwise provided in the Contract Documents:

- (a) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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

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

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

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

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

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

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

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

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

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

17. EXTRA WORK CHARGES

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

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

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

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

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

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

Method A – By agreed unit prices, or

Method B – By agreed lump sum, or

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

- (e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:
 - (1) The cost of materials shall be determined by the invoices;
 - (2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

- (f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.
- (g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property **damage, workers' compensation, and all other insurance as may be** required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:
- (1) No indirect or consequential damages will be allowed.
 - (2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.
 - (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
 - (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

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

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

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

18.03 The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative.

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

18.05 Contract Term, Renewal, and Extension. The original term of this Contract shall be for five (5) years from the effective date of this contract.

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

19. SUBSTANTIAL COMPLETION

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

21.03 No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (1) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an **increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in subsection 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.**

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

22. EXTENSIONS OF TIME

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

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

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

23. LIQUIDATED DAMAGES

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

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of **Five Hundred and 00/100 DOLLARS (\$ 500.00)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of five (5) years as follows:

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

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

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

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

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

25.06 Defective Work Discovered During Warranty Period. If any of the Work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within five (5) years 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 five (5) years 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 extend one (1) year past the initial five (5) year warranty period. The five (5) year warranty shall cover all Work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the Work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01 Wage Rates. Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem

wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

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

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

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

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

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

27. INSURANCE

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

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

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

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Excess Liability – required for contract amounts exceeding \$1,000,000.

- (d) **Builder's Risk** – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage, builder's risk policy shall be written on "all risks" form.
- (e) **Workers' Compensation/ Employer's Liability.**

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

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

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

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

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

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

hired autos.

- (e) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00, where such exposures exist.

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

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

27.07 Additional Insured.

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

27.08 Builder's Risk

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

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

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

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

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

"A. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

certificates of insurance.

28. BOND PROVISIONS

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

- (a) The Contractor shall execute performance and payment bonds for the full Contract Amount.
- (b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.
- (c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid original powers of attorney, **at the time of execution of this Agreement by Contractor and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B**.
- (d) The performance and payment bonds shall remain in effect for a period of five (5) years after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.
- (e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

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

29. SURETY

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

- (a) The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and

the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

- (b) The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the **City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE"** shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

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

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

30. COMPLIANCE WITH LAW

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

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

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

31. SAFETY PRECAUTIONS

31.01 All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling

and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

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

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

31.04 Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in section 1.11, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as defined in section 1.12). **In the event Contractor engages in any of the activities prohibited in this section 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.**

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

- (a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.**
- (b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**
- (c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.**

- (d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.
- (e) The removal of all debris related to the Work.
- (f) The acts and omissions of the subcontractors it hired.
- (g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

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

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

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

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

34. RELEASE

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

35. PERMITS AND LICENSES

35.01 The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work. Import tariff fees arising during manufacturing of the transformer will be addressed pursuant to the terms and conditions contained in **Exhibit “G” – Tariffs**.

36. ROYALTIES AND LICENSING FEES

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

37. BREACH OF CONTRACT & DAMAGES

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

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

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

38. TERMINATION FOR CAUSE

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

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

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;
- (d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts; and/or
- (f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

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

43. HIRING

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

44. ASSIGNMENT

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

45. EFFECTIVE DATE

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

46. OTHER TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code, Contractor herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

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

VIRGINIA TRANSFORMER CORP.

CITY OF COLLEGE STATION

By: Steve Nelson

By: _____

Printed Name: Steve Nelson

City Manager

Date: _____

Title: Chief Financial Officer

Date: 9/4/2025

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

"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.

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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. _____

THE STATE OF TEXAS

§

§

THE COUNTY OF BRAZOS

§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, as Principal, hereinafter called
“Contractor” and the other subscriber hereto _____, 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 Million Three Hundred Thirty Seven Thousand Three Hundred Seventeen Dollars
and 00 /100 Dollars (\$ 2,337,317.00) 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 Purchase and Installation of a Three Phase Transformer for Northwest Substation
(ITB# 25-063).

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. 25300694

Electric Construction Services Agreement Over \$50,000

Form CRC 8-15-2025

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. _____

FOR THE CONTRACTOR:

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

WITNESS: (if not a corporation)

(Name of Contractor)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FOR THE SURETY:

ATTEST/WITNESS **(SEAL)**

(Full Name of Surety)

By: _____

Name: _____

Title: _____

(Address of Surety for Notice)

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

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.

TEXAS STATUTORY PAYMENT BOND

Bond No. _____

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 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 Million Three Hundred Thirty Seven Thousand Three Hundred Seventeen Dollars _____ and _____/100 Dollars (\$2,337,317.00) 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 _____ day of _____, 20____, for Purchase and Installation of a Three Phase Transformer For Northwest Substation (ITB# 25-063). _____, 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. _____

FOR THE CONTRACTOR:

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

WITNESS: (if not a corporation)

(Name of Contractor)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____

Name: _____

(Address of Surety for Notice)

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

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.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/28/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services LLC 10 Franklin Road SE Suite 100 Roanoke, VA 24011-2133 540 982-1600	CONTACT NAME: Bryan Matheny PHONE (A/C, No, Ext): 540 982-1600 FAX (A/C, No): 888-746-8791 E-MAIL ADDRESS: certificatesvawv@mcgriff.com														
INSURED Virginia Transformer Corporation 1936 Blue Hills Drive NE Attn : Jim Qian Roanoke, VA 24012-8608	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : Liberty Mutual Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Cincinnati Insurance Company	10677	INSURER B : Liberty Mutual Insurance Corporation	33600	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:25000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	EPP0553076	09/30/2024	09/30/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	EPP0553076	09/30/2024	09/30/2025	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 \$10000	Y	Y	EPP0553076	09/30/2024	09/30/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WA563D510898015	06/30/2025	06/30/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

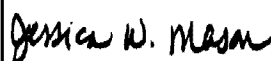
Blanket Additional Insured with Waiver of Subrogation is included with respect to General Liability, Automobile Liability and Umbrella Liability Coverage where required by written contract. Waiver of Subrogation is included with respect to Workers Compensation Coverage where required by written contract. City of College Station, its agents, officials, employees and volunteers are included as additional insured with respect to General Liability and Automobile Liability. A waiver of subrogation applies with respect to (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of College Station, Texas
 Purchasing Division City Hall
 P O Box 9960
 1101 Texas Avenue
 College Station, TX 77842-0000

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



DESCRIPTIONS (Continued from Page 1)

General Liability, Automobile Liability and Workers Compensation. The Umbrella policy follows form subject to policy conditions, terms and exclusions.

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
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Virginia Transformer Corporation
POLICY NUMBER: EPP0553076

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT - VIRGINIA**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in **(2)**; and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in **(4)**.

B. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

C. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

D. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

E. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

F. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is amended by adding the following:

- e. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

G. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT - VIRGINIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	3
2. Unintentional Failure to Disclose Hazards.....	8
3. Damage to Premises Rented to You.....	8
4. Supplementary Payments.....	9
5. Medical Payments.....	9
6. 180 Day Coverage for Newly Formed or Acquired Organizations.....	9
7. Waiver of Subrogation.....	10
8. Automatic Additional Insured - Specified Relationships:	10
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations Relating to Premises; and	
• Mortgagee, Assignee or Receiver	
9. Property Damage to Borrowed Equipment.....	13
10. Employees as Insureds - Specified Health Care Services and Good Samaritan Services	14
11. Broadened Notice of Occurrence.....	14
12. Nonowned Aircraft.....	14
13. Bodily Injury Redefined.....	14
14. Expected or Intended Injury Redefined.....	14
15. Former Employees as Insureds	14

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$2,500
- b. Loss of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$10,000
Deductible Amount: \$ 250

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- 1) Occurs during the policy period; or
 - 2) Occurred prior to the "first effective date" of

this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage or Personal and Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) **Failure to Perform a Contract**

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment/Advice Given With Respect to Participation

Any claim based upon:

- 1)** Failure of any investment to perform;
- 2)** Errors in providing information on past performance of investment vehicles; or
- 3)** Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1)** Refusal to employ;
- (2)** Termination of employment;
- (3)** Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or
- (4)** Consequential liability as a result of **(1)**, **(2)** or **(3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A and B also apply to this Coverage.

b. Who is an Insured

As respects **Employee Benefit Liability Coverage, Section II - Who is an Insured** is replaced by the following:

- (1)** If you are designated in the Declarations as:
 - (a)** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b)** A partnership or joint venture, you are an insured. Your members, your part-

ners, and their spouses are also insureds but only with respect to the conduct of your business.

- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if no other similar insurance applies to that organization.

However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (a) An act, error or omission; or

- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;
 apply irrespective of the application of the Deductible Amount.
- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item **2. Duties in the Event of Occurrence, Offense, Claim or Suit** is replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares,

we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a.** Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b.** Interpreting the "employee benefit programs";
- c.** Handling records in connection with the "employee benefit programs"; or
- d.** Effecting, continuing or terminating any "employee's" participation in any benefit included in

the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
 2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
 3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
 4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.

2. Unintentional Failure to Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage to Premises Rented to You Limit** as described in **Section III - Limits of Insurance.**

- b. The insurance provided under **Section I - Coverage A - Bodily Injury and Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury and Property Damage Liability, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;
 - 2) Rust or other corrosion, decay, de-

terioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

- 3) Smog;
- 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- 5) Settling, cracking, shrinking or expansion;
- 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
- 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

- (b) "Property damage" caused directly or indirectly by any of the following:

- (i) Earthquake, volcanic eruption, landslide or any other earth movement;
- (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (iii) Water under the ground surface pressing on, or flowing or seeping through:
 - 1) Foundations, walls, floors or paved surfaces;
 - 2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the **Damage to Premises Rented to You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph 6. of **Section III - Limits of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the **Damage to Premises Rented to You** Limit is the most we will pay under **Coverage A - Bodily Injury and Property Damage Liability** for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, light-

ning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section **B. Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage for Newly Formed or Acquired Organizations

Section II - Who is an Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who is an Insured**:

- (1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers or Lessors of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i) The insurance afforded the vendor does not apply to:
- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - 2) Any express warranty unauthorized by you;
 - 3) Any physical or chemical change in the product made intentionally by the vendor;
 - 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - 6) Demonstration, installation, servicing or repair operations, except such operations performed at the ven-

dor's premises in connection with the sale of the product;

- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a) The exceptions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or
 - b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations Relating to Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, man-holes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with re-

spect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 8.a.(1).

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition 5. **Other Insurance** is amended to include:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph 8.a.(1) of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in 8.a.(2) of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage to Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage to Property** under **Section I - Coverage A - Bodily Injury and Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 9. Property Damage to Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits of Insurance, 9. Property Damage to Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits of Insurance, 9. Property Damage to Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible Amount.

- (b) **Section IV - Commercial General Liability Conditions, 2. Duties in the Event of Occurrence, offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured**:

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: WAFC0051998015
(GROUP 911929-2-16)

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

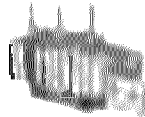
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

DATE OF ISSUE: 01-02-15

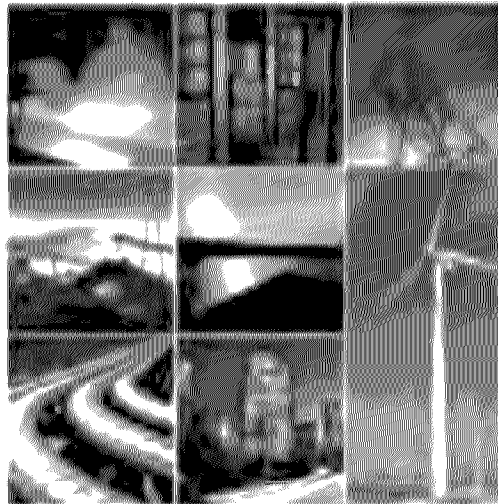
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EXHIBIT D
PLANS AND SPECIFICATIONS



**VIRGINIA - GEORGIA TRANSFORMER
ONE SOURCE-ONE COMMITMENT**



**CITY OF COLLEGE STATION
NORTHWEST SUBSTATION ITB# 25-063, EL30000549**

Proposal #: 0252007A | 24 June 2025

Customer Contact Information

**NORTHWEST SUBSTATION ITB# 25-063,
EL30000549
CITY OF COLLEGE STATION
HEATHER PAVELKA
1101 TEXAS AVE
COLLEGE STATION, TX 77840
979-764-3438**

VTC Contact Information

**JESSE HALL

540-581-2825
Jesse_Hall2@vatransformer.com**

**220 Glade view Drive, NE Roanoke, 24012
Phone:540-345-9892 Fax:540-342-7694
www.vatransformer.com**

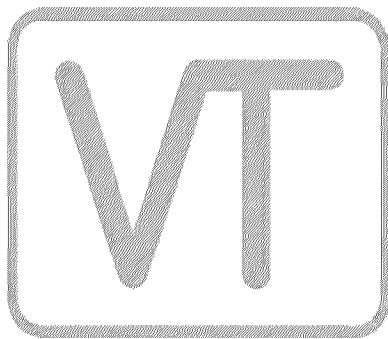
Virginia Transformer Corporation

This document contains Virginia Transformer Corp proprietary information and may not be copied or disclosed to others without written consent from Virginia Transformer Corp.

For over 50 years, innovative technology and a commitment to superior customer service and support has established Virginia Transformer Corp(VTC) as an engineering company leading in manufacturing a variety of transformers.

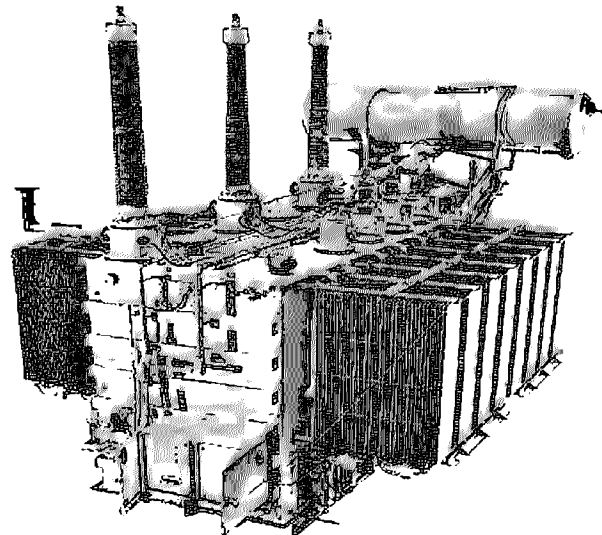
VTC designs and manufactures custom power transformers ranging from 500 KVA to 400 MVA, 500 kV class (core type) and up to 1400 MVA, 500 kV class (shell type), and dry-type units up to 15000 KVA, 35 kV.

VTC has design and manufacturing facilities in Roanoke, VA, Pocatello, ID, Chihuahua, Mexico and Georgia Transformer in Rincon GA. In addition, VTC has design and procurement capabilities in Delhi, India, establishing a world-wide presence as a supplier of transformer solutions. VTC reserves the right to manufacture the product quoted herein at VTC owned or affiliated plants in North America.



ISO 9001

"The Commitment Company"



APPENDIX A BID PRICE SHEET

ITB# 25-063

5/6/2025

6/27/2025

Issue Date

Due Date

Transformer Description: 25/33.3/41.7//46.7 MVA, ONAN/ONAF/ONAF, 55°C/65°C, 134 kV – 13.2 kV Wye, with LTC, and

Transformer base price (FOB pad)

\$ 1,859,620.00

Offloading onto pad

\$ 42,170.00

Field assembly and testing

\$ 130,000.00

Total cost, transformer delivered ready for service

\$ 2,031,790

No load losses at 20°C, 100% voltage, 60 Hz, neutral taps

15.3 KW

\$ 116,448

Load losses at base rating (55°C ONAN), corrected to 85°C operating temperature

84.9 KW

\$ 168,611

Auxiliary losses, ONAF / ONAF

6 KW

\$ 11,916

Maximum NO LOAD loss measurement error per NIST methods

3% %

\$ 3,493

Maximum LOAD loss measurement error per NIST methods

3% %

\$ 5,058

Total Evaluated Cost of Losses

\$ 305,527

EVALUATED TOTAL OWNING COST

\$ 2,337,317

Impedance, Nominal (%IZ)

7.9 %

% Regulation: 80% PF, Base MVA, 85°C reference temperature

5.194

% Regulation: 100% PF, Base MVA, 85°C reference temperature

0.651

Maximum auxiliary load

6 kVA

Calculated

Drawing lead time

26-28 Wks.

Total Lead Time - weeks to ship transformer ARO

Wks.

Estimated time in transit & shipping method (truck or rail?)

Truck Wks.

Shipping Oil-filled or Dry air filled (indicate which method)

oil Filled

Weights

Heaviest item to be off-loaded

63000 Lbs.

Core and Coil

55000 Lbs.

Complete transformer with accessories and oil

158000 Lbs.

Gallons of oil

6385 Gal.

Size

Main tank (H, W, D)

170,151,204 Inches, HWD

Overall with all accessories in place (H, W, D)

238,270,177 Inches, HWD

Number of radiator groups

2

Allowable impact meter reading

Longitudinal

5g

Vertical

3g

Cost of Qualified Service Engineer

Proposed Time

3 days

Daily Rate (inclusive of expenses)

5000 \$/day

\$ 15,000

Spare parts:

HV Bushing

15000 \$ ea.

LV Bushing

2000 \$ ea.

Other: FAN

1500 \$ ea.

Other: GASKET

1500 \$ ea.

SUPPLIER INFORMATION

Supplier (seller)

Name	Virginia Transformer Corp
Street Address	220 Glade view Drive, NE Roanoke, VA 24012
City, State, Zip Code	NE Roanoke, 24012

Manufacturer (if other than the Supplier)

Name	Virginia Transformer Corp
Street Address	220 Glade view Drive, NE
City, State, Zip Code	Roanoke, VA 24012
Transformer Manufacturing location	POCATELLO, ID
Company (subcontractor) providing offloading/assembly	TBD

Exceptions If no exceptions are taken, please state "No Exceptions." Attach additional sheets if needed.

TECHNICAL CLARIFICATIONS

1. Transformer will be designed per ANSI/IEEE standards.
2. Values of Test shall be as applicable in standard.
3. VTC offer does not include Short Circuit testing of Transformer. However, VTC can provide Short Circuit Calculations along with design package after order, if required.

Please refer commercial clarifications from VTC contracts team attached.

Jesse Hall - Sales Manager - Utilities - East PPU

Preparer's name



Preparer's signature

6/24/2025

Date

Joshua J. Yun - Senior Vice President of Sales and Marketing

Supplier's Officer's name



Supplier's Officer's signature

6/24/2025

Date

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Virginia Transformer Corp
220 Glade View Dr. NE
Roanoke, VA 24012-6470

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of
America
One Tower Square
Hartford, CT 06183

This document has important
legal consequences. Consultation
with an attorney is encouraged
with respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)

City of College Station
1101 Texas Avenue
College Station, TX 77840

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

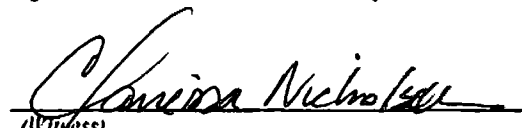
VTC Quote No. 0252007A | Bid No. 25-063 | Project No. EL30000549 Three-Phase Electrical Substation
Transformer for Northwest Substation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be considered as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of June, 2025


(Witness)


(Witness) Cynthia Ellinwood

Virginia Transformer Corp

(Principal)

By: 

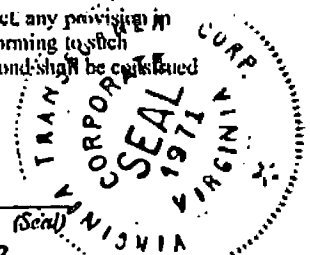
(Title)

Travelers Casualty and Surety Company of America

(Surety)

By: 

(Title) Kyle A. Campbell Attorney-in-Fact



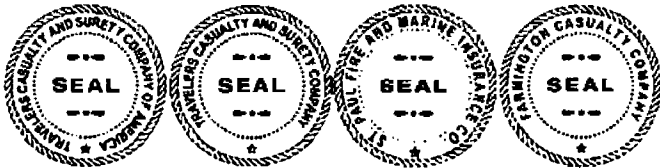


Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Kyle A. Campbell of Roanoke, VA, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 4th day of March, 2024.



State of Connecticut

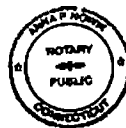
City of Hartford ss.

By: 
Bryce Grissom, Senior Vice President

On this the 4th day of March, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this June 5, 2025




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



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Commercial Summary

Base Price

Item	Description	Qty	Unit Price (USD)	Extended Price (USD)
1	25,000 / 28,000 / 33,333 / 37,333 / 41,667 / 46,667 KVA 134 - 13.2 kV	1	\$1,859,620	\$1,859,620

No amendments or changes to this proposal are valid if communicated verbally, by email, by mail or other means unless it is done with a revision to the proposal.

Tax Certificates Requirement

Upon acceptance of our proposal, the purchaser is required to submit a sales tax exemption certificate with the Purchase order, VTC will charge a Fee of \$2,000 per PO in addition to appropriate state taxes based on the destination, if the Tax Certificate are provided after Order.

TERMS AND CONDITIONS: Unless other terms or MSA is agreed between Customer and VTC/GTC, the Proposal will be governed by VTC/GTC Standard Terms & Conditions, attached towards the end of technical Proposal or provide as Separate Document.

Price Policy

CITY OF COLLEGE STATION

Proposal #: 0252007A

VIRGINIA - GEORGIA TRANSFORMER
ONE SOURCE-ONE COMMITMENT

Quoted Price is Firm for the Proposed Lead time except in the event any components such as, electricity, freight, labor, core steel, etc. (excluding copper and mineral oil) are subject to abnormal price increases, that raise the overall cost of the unit by two percent (2%) or more, and Seller is not able to otherwise mitigate these increases during the period between the proposal date and the shipment date, Seller may pass along the incremental cost increase. Seller will provide evidence of the specific cost increases, in the event they occur, and adjustment is sought.

In the event of customer delay, suspension, or requested schedule change that will exceed 20 days for a job quoted with a firm price, VTC will apply the BLS Transformer Index (BLS Specialty Transformer Index - Series ID PCU335311335311) to adjust price. The agreed firm price will be escalated with the Base Period being the month of quotation and Settlement date being the month of shipment to jobsite or storage location utilizing the most recently available published index. The calculation of escalation will be a formula of the Settlement Date index value divided by the Base Period index value multiplied by the selling price. Only increases in the BLS index will be considered for this calculation. No Price adjustment will be applied if the transformer is completed and shipped prior to the quoted shipment date.

Freight and Offload costs are Prepaid and Add. Freight and Offload will be invoiced as per actual cost at the time of Shipment with 15% additional administrative charge. Other field services prices are estimates that will be adjusted finalized at time of service.

In the event Buyer delays, reschedules, postpones, or cancels Field Service within one month of the agreed schedule, VTC will charge a rescheduling fee associated with the de-mobilization and mobilization of manpower and equipment as well as provide updated pricing.

VTC assumes that Field Service will be performed within 60-days of the delivery of the transformer. If the customer delays the performance of the quoted Field Service beyond 60-days from the quoted delivery date in the proposal, VTC reserves the right to requote for the services.

In the event Buyer cancels Field Service within 3 months of agreed schedule, VTC will charge 50% of Field Service price as the cancellation fee.

In the event Buyer fails to provide VTC with sales tax status and exemption certificate, if applicable, prior to acceptance of Purchase Order Buyer shall pay the greater of \$5000 or 0.1% (one tenth of a percent) of the Purchase Order value.

Validity of Quote

07/24/2025

Estimated Freight Cost

Item	Ship To	Qty	Freight Cost (USD)	Extended Freight Cost (USD)
1	City of College Station, TX	1	\$50,000	\$50,000

CITY OF COLLEGE STATION

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VIRGINIA - GEORGIA TRANSFORMER
ONE SOURCE-ONE COMMITMENT

ITEM #1

Optional Pricing

Particulars	Price (USD/P Unit)
In Person Witness	\$30,000

For Witness testing, cost for travel, transportation, lodging and meals are not included in the quoted price unless otherwise noted. All quoted prices for offloading, testing, installation, supervision, or any other post-delivery services provided in this proposal are estimates only and are not to be interpreted as fixed prices. Preceding delivery, the Buyer will receive a firm quote for the requested services. The Buyer may either accept the provided quote or arrange for and facilitate these services independently.

Suggested Spare Parts

Particulars	Price (USD/Per Unit)
HV BUSHING - Qty 1	\$15,000
LV BUSHING - Qty 1	\$2,000
HV ARRESTER - Qty 1	\$5,000
LV ARRESTER - Qty 1	\$1,500
GASKET SET - Qty 1	\$1,500
FAN - Qty 1	\$1,500

Shipping

Unit Shipment By	65-70 Weeks from Order Acknowledgement date.VTC reserves the right to ship and Bill unit, up to 3 months earlier than the contractual ship date.
Freight	PREPAID & ADD
Estimated Freight Cost (Per Unit)	\$50,000
INCO Terms	FOB - FREE ON BOARD(City of College Station, TX)
Proposed Manufacturing Location / Point of Origin	POCATELLO, ID USA
Impact Recorder	Impact Recorder to be provided on Returnable Basis, \$ 7,500 to be invoiced if not returned in 30 days after Delivery.

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VTC cannot guarantee multiple units to arrive at the same time unless more than one unit can be loaded on the same truck. VTC cannot guarantee arrival dates and times at the job site. Final Lead time will be confirmed at the time of order acknowledgements

Proposed Payment Terms

30% Advance with Purchase Order

30% upon drawing submittal, net 30 days

40% invoiced at the time of Shipment or upon moving to storage, Net 30 days

The progress payment milestones set forth in this Agreement shall apply exclusively to the base value of the transformer. Any additional items, including but not limited to extended warranties, spare parts, estimated freight, estimated field services, or any other supplementary goods or services, shall be invoiced separately upon shipment. Estimated costs for freight and field services are provided for reference only and will be adjusted to reflect actual expenses at the time of invoicing.

Field Service

Field Service Supervision Only

Included

Optional Price Adder -Field Service

Particulars	Remarks	Price (USD/Per Unit)
Field Service Assembly, Testing & Oil Filling	Optional Adder	\$130,000
Field Service Offloading	Optional Adder	\$42,170
Field Service SFRA Testing	Optional Adder	\$6,500
Field Service Double Power Factor Testing	Optional Adder	\$6,500

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All quoted prices for offloading, testing, installation, supervision, or any other post-delivery services provided in this proposal are estimates only and are not to be interpreted as fixed prices. Preceding delivery, the Buyer will receive a firm quote for the requested services. The Buyer may either accept the provided quote or arrange for and facilitate these services independently.

1. For Supervision Only, VTC/GTC required 4 Weeks Notice Prior to actual Field Service Start date.
2. Field Service Prices indicated are Estimates only and will be Adjusted at the time of Actual Service.
3. For any units that are placed in storage Field service charges will be increased by 10% every 6 months, or part thereof
4. On the Transformers that go into storage. Freight, Offloading, and Field Dress Out prices will be quoted at the time of shipment.
5. VTC/GTC will not Store Transformers. Storage of the transformer may be for a limited period of time based on space availability, if explicitly agreed upon by VTC/GTC. If Quoted, Space storage charges will be Provided. Any unit placed in storage must be paid in full within 30 days of completion of the transformer, acceptance will be deemed to have occurred upon placement in storage and transfer of title will take along with all associated milestone payments. Any additional testing requested at the time of shipment will be charged separately. We will require at least 60-days notice prior to requested shipment date, to remove a transformer from storage.
5. Please note that the included price for Field Service Offloading with Free and Clear Access is based on following
 - a) Usage of Crane rated up to 250-ton, 28-foot radius.
 - b) No Jack & Slide Equipment requirement to place transformer on the pad.
 - c) Demurrage for delays based on customer or site condition will incur price adders.
 If site conditions have access constraints for Offload - that require larger than a 250-ton, 28-foot Crane and / or Jack & Slide equipment, a price adder will be charged by VTC.

Warranty

60/60 Months Extended Warranty	Includes Core and Coil only after first 12 Months.
--------------------------------	--

To ensure validity of Warranty coverage, Virginia - Georgia Transformer requires Dissolved Gas Analysis (DGA) reports of the supplied unit to be provided every year for the period of Warranty coverage. Failure to conduct annual DGAs and provide the reports to Seller may void the purchased extended warranty. The annual DGA's should be emailed to: FieldService@vatransformer.com

Testing - As Per IEEE ANSI 57.12.90

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Impulse Test on HV & LV	Included
Sound Level Test	Included
Partial Discharge	Included
Power Factor	Included
Megger Test	Included
Zero Sequence Impedance Test	Included
Dissolved Gas Analysis	Included
SFRA	Included
Routine	Included
Test Report of Thermally Duplicate Design	Included

All tests are as per ANSI/IEEE standard guideline. Witness testing, cost for travel, transportation, lodging and meals are not included in the quoted price unless otherwise shown Included in the proposal.

Drawings

Drawings are typically supplied 24-26 Weeks after Order Acknowledgement. Actual Drawing lead time will be confirmed at the time of order Acknowledgement Only. Customer approvals of drawings are required within one week from date of submittal unless otherwise agreed to in writing by VTC-authorized representative.

CITY OF COLLEGE STATION

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VIRGINIA - GEORGIA TRANSFORMER
ONE SOURCE-ONE COMMITMENT**Technical Summary**

This proposal is Virginia Transformer's complete understanding of the specification requirements provided, and is the basis for acceptance of any resulting orders.

ITEM #1**Transformer Ratings**

ITEM #1	QUANTITY #1		
kVA	25,000 / 28,000 / 33,333 / 37,333 / 41,667 / 46,667	Application	POWER DIST.
Cooling Class	ONAN/ONAF/ONAF	Winding Temp Rise (Avg)	55/65 °C
# Phase	3	Dielectric Fluid	TYPE II MINERAL
Frequency (Hz)	60	Winding Mat	COPPER
HV Rating (V)	134,000 DELTA	LV Rating (V)	13,200 Y/7,621
HV BIL (kV)	650	LV BIL (kV)	110
HV Tap Changer	DETC	LV Tap Changer	LTC
HV Taps	2 FCAN, 2 FCBN @ 3.75 %	LV Taps	16 ABOVE, 16 BELOW @ 0.625 %
Nom. Impedance	7.90 % +/- 7.50 % @ 25,000 kVA	Noise (dBA)	Standard NEMA TR-1
HV Bushing Mtg	Segment III, Cover Mounted	LV Bushing Mtg	Segment I, Cover Mounted
HV Terminal Chamber	Not Applicable	LV Terminal Chamber	Not Applicable
HV Coil Type	DISC CIRC.	LV Coil Type	HELICAL OR DISC
Paint Color - ANSI	70	Paint Type	III URETHANE OVER EPOXY
Losses	Guaranteed with IEEE Tolerance		
No Load Losses	15.37 kW at 100% volts	Load Losses	84.90 kW @ 25,000 kVA



Note: If the Specification has Customer Preferred Manufacturers Part, including but not Limited to Bushings, Arresters, Current Transformers, DETC, LTC, etc., which is unavailable or Delayed at the time of manufacturing, VTC reserves the Right to choose from below actions in order to Keep the Transformer manufacturing as per Agreed upon schedule:

1. Provide a Equivalent part to replace the Specification Preference.
2. Provide Part as Short Shipped, directly at site, to be installed and Incorporated by Customer at site.
3. Customer to Provide their Preferred part to be incorporated with Transformer, at the time of manufacturing. Part to be provided in lead time, so as to not effect the planned shipment of the Transformer

Mechanical Features

De-energized Manual No Load Tap Changer
Diagrammatic Name Plate
Gasketed Manhole in Cover
NEMA 4 Junction Box
Nitrogen System with 3 Stage Regulator
Panel Type Radiators
Two Stainless Steel Ground Pads welded to Base on Diagonally Opposite Corners
Welded Top Cover
Fall Protection
No Corner Welds

Radiators

Environment Protection	Hot Dipped Galvanized & Unpainted	Radiator Type	Demount Type
------------------------	-----------------------------------	---------------	--------------

VTC standard radiators are Hot Dipped Galvanized and Unpainted which do not require painting. Unless specified differently below, these standard, galvanized radiators will be provided. For transformers rated $\leq 5000\text{kVA}$, VTC may use corrugated tank with painted fins.

Standard Gauges and Accessories

CITY OF COLLEGE STATION

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Gauges Details	Make
Electronic Temp Monitor	SCHWEITZER
Liquid Level Gauge W/Contact	QUALITROL OR EQUAL
Liquid Temp Gauge W/Contact	QUALITROL OR EQUAL
Pressure Relief Device W/Contact	QUALITROL OR EQUAL
Pressure Vacuum Gauge W/Bleeder	QUALITROL OR EQUAL
Sudden Pressure Relay (GAS) With Seal in Relay	QUALITROL OR EQUAL
Simulated Winding Temp Gauge W/Contact	QUALITROL OR EQUAL
Maintenance-Free Breather	VTC CHOICE

Bushings

Bushing	kV BIL	Location	Qty / Phase	Make
HV	650	Segment III	1	HITACHI OR EQUAL
LV	110	Segment I	1	HITACHI OR EQUAL

Current Transformers

Location	Qty / Phase	CT Ratio	Ratio	Class / Accuracy
HV	1	2000:5	Multi Ratio	C800
LV	1	2000:5	Multi Ratio	C800
LV Neutral	2	2000:5	Multi Ratio	C800

Lightning Arresters

Location	Type	kV Class	MCOV	Manufacturer	Material
HV	Station Class	108	84	OHIO BRASS or EQUAL	POLYMER
LV	Station Class	10	8.4	OHIO BRASS or EQUAL	POLYMER

Load Tap Changer

Location	On LV Winding
LTC Type	RMV II
Make	REINHAUSEN OR EQUAL

NOTE: The actual voltages at various taps of the LTC shall correspond to the nearest turn in accordance with latest IEEE Std C57.12.00 clause 9.1. This can lead to different step voltage between steps.

Included Spare Parts

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Item	Remarks
GASKET SET - Qty 1	Included

Ambient Conditions

Ambient Temperature(°C)	Min. -20 / Av. 30 / Max. 40
Seismic Zone	LOW
Altitude(Feet)	< 3,300

Unit shall be designed per the latest ANSI standards for Seismic per IEEE 693 – 2018

Dimensions and Weights

Overall & Shipping Estimated Dimensions:		
Dimension	Overall Dimensions (Inches)	Shipping Dimensions (Inches)
Width	270	207
Depth	177	119
Height	288	174

Overall & Shipping Estimated Weights:	
Weight of the Unit (Lbs)	Shipping Weight (Lbs)
158,000	91,160

Parts Shipped Separately:**Fans and Mounting**

HV Arrester Brackets

HV Bushing Pads (Will ship in Control Cabinet)

HV Bushings

LV Arrester Brackets

Radiator Oil

Radiators

Assembly of any ship separate parts is not in VTC scope unless, VTC field service assembly option is purchased or included in the base price.



Clarifications/Devlations to Specifications and Technical Notes

**TECHNICAL
EXCEPTIONS**

CLARIFICATIONS

1. Transformer will be designed per ANSI/IEEE standards.
2. Values of Test shall be as applicable in standard.
3. VTC offer does not include Short Circuit testing of Transformer. However, VTC can provide Short Circuit Calculations along with design package after order, if required.



General Terms and Conditions of Sale
Virginia Transformer Corp's General Terms and Conditions of Sale

Virginia Transformer Corp, hereinafter referred to as Seller, hereby offers to supply the items and/or services identified in the quotation, proposal, or acknowledgment expressly conditional upon the Buyer's acceptance of the following terms. Seller, by its commencement of performance, shall not prejudice its rights to enforcement of these conditions. Any confirmatory action by the Buyer hereunder, or any acceptance of such equipment or services, installation, energization, or utilization shall constitute assent to said terms or conditions. Stenographic and clerical errors on this quotation, proposal, or acknowledgment are subject to correction.

1. **ACCEPTANCE OF ORDER:** None of Buyer's Terms and Conditions contained the Purchase Order or other submittal by Buyer shall alter Seller's Terms and Conditions in any respect and shall not apply to this transaction unless specifically agreed to in writing by the Seller.
2. **EXPIRATION OF OFFER:** All offers of sale by Seller are valid for thirty (30) days from the date of the offer based on product delivery within 6 months unless otherwise specifically stated in the Seller's offer or as otherwise may be expressly agreed to in writing by the Seller. All such offers of Seller are subject to change without notice after this period unless earlier withdrawn by the Seller.
3. **MINIMUM ORDER VALUE:** The minimum acceptable value of any order is \$500.00. Buyer's accumulation of several items into one purchase is authorized to reach the minimum order value.
4. **F.O.B. POINT AND SHIPMENTS ACCEPTANCE OF ORDER:** Title to the goods and risk of loss shall pass to Buyer at the FOB point. All supplies and services are sold FOB origin and the point of origin shall be that of Seller's factories or locations identified in its proposal or sales contract form unless as otherwise specifically agreed to in writing on the face of Seller's sales contract. Seller assumes no responsibility for delay, breakage, damage, or loss after delivery to the carrier as evidenced by In good order receipts from the carrier. All claims for loss, damage and delay in transit are to be handled by Buyer directly with the carrier. Seller shall select method of transportation and route on behalf of Buyer unless Buyer specifies the method and route and is to pay freight costs in addition to price. Seller reserves the right to make partial shipments at its discretion. Claims for shortages or incorrect items must be made in writing to Seller within seven days after receipt of shipment. Failure to give such notice shall constitute an unqualified acceptance of equipment and waiver by Buyer of all claims for such shortages or incorrect items.

When terms are F.O.B. destination or freight allowed to destination, destination means common carrier delivery point nearest the destination the continental United States, excluding Alaska, Hawaii, Puerto Rico, etc.). When terms are F.O.B. job site or pad, Buyer guarantees all access

CITY OF COLLEGE STATION

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roads are suitable for normal unimpeded access to site with free and clear access to area directly adjacent to the placement point of the unit with no physical obstructions and clear of stored materials.

Shipping schedules and delivery arrangements are made in best effort and good faith. Seller cannot, however, accept liability for penalty or damages resulting from shipping delays caused by Force Majeure including but not limited to strikes, fires, truck availability, labor or material shortages, Acts of God, or any other cause beyond VTC's reasonable control. Ship Separate Parts may not arrive concurrently with the transformer and some assembly may be required. Shipment may be made earlier after due notice to Buyer.

5. **BUYER'S OBLIGATION OF ASSISTANCE:** Except to the extent Seller has otherwise assumed such responsibility for itself under express provisions of the attachment hereto entitled Proposal, Buyer shall:

- (a) place at Seller's disposal all information necessary for performance of the work including any plans, plant layout, wiring instructions and operational information that may reasonably be expected to affect the performance of the work. This includes to the extent reasonable previous studies or reports and other data relative to the design, installation, and selection of equipment for the work to be performed by Seller.
- (b) guarantee access to and to make all reasonable provisions for Seller to enter on its property and other public and private lands as is required for performance of the work including safe storage of equipment, materials, and tools during the process of any such off-site work.
- (c) agree to cooperate in all reasonable ways necessary to Seller's performance of the work.
- (d) covenant that it has disclosed fully and accurately to Seller all general and local conditions which can affect performance of the work prescribed hereunder or the price thereof. Buyer acknowledges that Seller is entitled to rely on information furnished by Buyer in developing its specifications, equipment selection, price, and other terms of this order.

6. **PAYMENT TERMS:** Terms are 30% with the initial order, 30% upon Drawing Submission, net 30 days, and 40% at shipment, net 30 days, calculated from the date of invoice if credit arrangements have been approved, in advance by Seller, and these terms are included on the Seller's proposal. Otherwise, payment is required before shipment or delivery in a form and arrangement acceptable to Seller. In addition to any other rights or remedies available to Seller, failure to pay the amount(s) due within the time specified will result in a late charge of one and one half (1-1/2%) percent per month to Buyer's account until final payment. Payments shall not be contingent on end-user payment to Buyer and Seller reserves the right to refuse to fulfill all obligations (including field service and voiding of warranty) if payment is not received as due. In instances involving orders for more than one unit, the foregoing amounts will be billed and due for each unit. In instances where items are quoted by line item in the proposal, those will be billed, and payment will be due upon rendering of each item. The progress payment milestones set forth in this Agreement shall apply exclusively to the base value of the transformer. Any additional items, including but not limited to extended warranties, spare parts, estimated freight, estimated field services, or any other

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supplementary goods or services, shall be invoiced separately upon shipment. Estimated costs for freight and field services are provided for reference only and will be adjusted to reflect actual expenses at the time of invoicing

Purchaser grants Seller a security in the goods to secure payment of all outstanding balances. Purchaser authorizes Seller to file financing statements, fixture filings, and to execute and file any other documents and take all other steps to perfect its security interest.

Except to the extent otherwise specified by Seller in its quotation or proposal, payments shall become due without setoff. If Seller consents to delay shipments after completion of any product, the goods may be placed in storage by Seller for Buyer's account and risk, and Buyer shall pay all charges for storage, cranes, trucking and other incidental expenses incurred by Seller and the provisions in the **Storage** paragraph below shall further apply.

Any order for products by Buyer shall constitute a representation that Buyer is solvent. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency and provide adequate assurances of its ability to satisfy its financial obligations under its contract with Seller, including but not limited to current financial statements, at any time prior to shipment. If Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency; or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws; Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

Any delay in payment as due, will impact all deliverables from Seller including the achievement of deliverables through the guaranteed delivery date. Any extended delay in payment can be the basis for the order to be held and any applicable liquidated damages in favor of Buyer shall be deemed waived.

7. **CHARGEBACKS, SET-OFF, OFFSETS OR WITHHOLDING:** Seller will not accept any back charges, set-off, offsets, or withholding for material or services without the prior written consent of Seller.

8. **DELIVERY:** The prices quoted are for the shipment dates provided on the Seller's proposal. While the Seller shall have no obligation to comply with unilateral directives to change schedules or temporarily cease work, Seller may accommodate Buyer's reasonable written requests for acceleration or deceleration made at least ninety/sixty (90/60) days respectively prior to scheduled delivery. Such changes may or may not be accepted by Seller at its sole discretion. In the event Seller accepts such changes, Seller shall be under no

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obligation to comply therewith until a price adjustment acceptable to Seller is negotiated between the parties and evidenced by an amendment to the order. Any agreement to delay delivery shall not exceed 6 months from original acknowledgement ship date; goods not released for shipment within such revised time frame shall be automatically deemed canceled and subject to Seller's Cancellation terms listed below.

9. **Storage:** Contractor does not provide post manufacturing completion storage. If Owner requires storage post manufacturing completion storage delivery address must be provided within 5 business days or ready to ship notification. Owner will be provided with manual to maintain manufacturer's warranty during storage upon placement into storage. All outstanding balances will become due within 30 days of placement into storage. Any liquidated damages on the face of the purchase order will be deemed as waived if the Good is placed into storage. Risk of loss and title transfer to Owner upon placement into storage.

10. **EXPORT REGULATIONS:** Buyer acknowledges that if the items purchased hereunder are to be exported, they are subject to the U.S. Commerce and/or State Department Export Regulations. Buyer accepts full responsibility for and agrees to comply fully with such regulations, including obtaining export licenses and re-export permission unless otherwise agreed that Seller is to be exporter of record.

11. **CANCELLATION & TERMINATION:** Seller, in addition to all other rights and remedies under this order or at law, shall have the right to cancel and terminate Buyer's order for breach by Buyer including, but not limited to, if Buyer fails to make payment as due or if Buyer is adjudicated bankrupt, files a petition in bankruptcy, makes an assignment for the benefit of creditors or if action under any law for the relief of debtors is taken. In the event of cancellation and termination of this order for breach of the provisions hereof by Buyer, Seller shall have no further liability to Buyer and Seller shall not be liable for any costs of cancellation, special, incidental, or consequential damages (including punitive or exemplary damages) for any cause or of any nature whatsoever and such cancellation and termination. All cancellations or terminations by Seller for Buyer's breach shall be subject to the following cancellation or termination charges:

- 30% of order amount after order entry by Seller.
- Additional 15% of order amount after outline drawing completion / submission.
- If manufacturing has begun, charges will be based upon commitments for materials and percent completion in addition to the 45% for engineering and order entry.

In the event Buyer cancels its order, Buyer shall be responsible to Seller for cancellation charges in the amounts set forth above in Cancellation & Termination paragraph 11 which Buyer shall pay Seller upon such cancellation.

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12. **RESCHEDULING FEE:** Any extended delays by the customer/Purchaser beyond 20 days will be subject to a re-scheduling fee of 30% of the specific order value. This fee is not in addition to the prepayments which will be applied to this rescheduling fee if it is applied.

13. **PATENT INFRINGEMENT:** To the extent that the items ordered are manufactured to designs, drawings, specifications, or instructions furnished by Buyer, Buyer guarantees that the manufacture and sale or use of such items will not infringe upon any U.S., or foreign patents. Buyer further agrees to indemnify and hold harmless the Seller from any expense, loss, cost, damage, or liability of any kind which may be incurred because of any such infringement or alleged infringement of patent rights with respect to such items and to defend, at its own cost and expense, any action or claim in which such infringement is alleged. Buyer shall promptly notify Seller of any such action and shall provide Seller an opportunity, at Seller's option, to participate in any defense of such action or claim at Seller's own expense.

Seller shall hold Buyer harmless from costs actually incurred arising directly from the defense of any suit for infringement of any domestic or foreign patent by a Seller-manufactured item, provided Seller shall be given timely written notice of such suit and the option to replace the same, obtain a license, make other arrangements to avoid litigation or to defend the suit. No indemnification is offered or applicable for alleged infringement arising from the use of Seller's items in combination with other items supplied by Buyer or from compliance with drawings, specifications or instructions furnished by Buyer as described in the paragraph above. Further, no indemnification by Seller applies if this order is accepted under a U.S. government contract containing an Authorization and Consent Clause applicable hereto as prescribed by U.S. federal procurement laws and regulations.

14. **DISCLOSURE OF INFORMATION / PROPERTY OF SELLER:** Any information, suggestions or ideas transmitted by either Buyer or Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence unless it is stamped or marked **Confidential** prior to delivery by the disclosing party. Neither party shall use or disclose such property to any third party or any one not having a need to know, including employees, without the prior written consent from the disclosing party. Title to all tools, test equipment and facilities not furnished by Buyer or specifically paid for by Buyer as a separate line item under any order, shall remain with Seller. Further, Seller does not agree to submit to Buyer because of the Consideration paid under this order, any information, technical data, or drawings which are proprietary to Seller; nor does Seller agree to grant to Buyer any patent rights, title, or license without Seller's expressed prior written consent.

15. **TAXES:** The purchase price of the Goods and Services does not include transportation taxes and sales, use, excise, value added, import or any similar tax or other governmental charge arising pursuant to or in connection with the sale, purchase, processing, delivery, storage, use, consumption, performance or transportation of the Goods and Services. Buyer is responsible for payment of any transportation taxes, and any present or future sales, use, excise, value added, import or any similar tax or other governmental charge applicable to the

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Agreement and to the sale and/or furnishing of the Goods and Services if a Sales Tax exemption form is not received by Seller from Buyer.

16. EQUIPMENT WARRANTIES AND REMEDY:

(A) For the period set forth below in this paragraph, Seller warrants that each newly manufactured item sold hereunder, and such portion of a repaired/refurbished item as has been repaired or replaced by Seller under this warranty, shall be free from defects in material, workmanship, or title at the time of shipment and shall perform during the warranty period in accordance with the specifications incorporated herein. Should any failure to conform to these warranties (excluding any defects in title) be discovered and brought to Seller's attention during the warranty period and be substantiated by examination at Seller's factory or by authorized field personnel, then (i) Seller shall correct such failure by, at Seller's exclusive option, repair or replacement of the nonconforming item or portion thereof with Buyer promptly making product available to be worked by Seller's personnel or agents without interference with no additional cost to the Seller; or (ii) Buyer making available product F.O.B. Seller's plant with Seller's written return authorization, at Seller's exclusive option, for repair or replacement of the nonconforming item or portion thereof. Buyer agrees that this remedy shall be its sole and exclusive remedy against Seller and that no other remedy shall be available or pursued by Buyer against Seller. In no event shall the Seller be liable for any costs or expenses in excess of those described in this paragraph and expressly excluding any liability or damages for special, incidental, or consequential damages.

The warranty period for newly manufactured items shall extend 12 months from the date of first energization or 18 months from the date of shipment whichever occurs first or unless a different warranty period is agreed to by Seller. The warranty period for repaired/refurbished articles shall extend for the unexpired warranty period of the item repaired or replaced or for 90 days, whichever is longer. This warranty shall be voided and not extend to any item that upon examination by Seller is found to have been subject to:

- (a) mishandling, misuse, negligence, or accident.
- (b) storage, installation, operation, testing, or maintenance that either was not in accordance with Seller's specifications, instructions, manuals, or otherwise improper, or contrary to industry standards.
- (c) tampering as evidenced for example by broken seals, damaged packaging containers, etc.
- (d) testing of equipment above normally accepted field tests.
- (e) repair or alteration by anyone other than Seller without Seller's express advance written approval.
- (f) payment(s) not received per terms of sale.

Failure to promptly notify Seller in writing upon discovery of any non-conforming items during the warranty period shall void the warranty as to such items. Buyer shall describe any such

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non-conformity in detail, expressing its position as to return of any article under the remedy provided herein. No returns shall be accepted without prior approval by Seller. No back charges shall be accepted without the prior written consent of Seller's authorized representative. Where a failure cannot be corrected by Seller's reasonable efforts, the parties shall mutually agree upon an equitable adjustment in price. The preceding sets forth the exclusive remedies for claims (except as to title) based on defect whether in contract or tort (including negligence or strict liability) and however instituted. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Non-North American Export Warranty:

For the period set forth below in this paragraph, Seller warrants that each newly manufactured item sold hereunder, and such portion of a repaired/refurbished item as has been repaired or replaced by Seller under this warranty, shall be free from defects in material, workmanship, or title at the time of shipment and shall perform during the warranty period in accordance with the specifications incorporated herein. Should any failure to conform to these warranties (excluding any defects in title) be discovered and brought to Seller's attention during the warranty period and be substantiated by examination at Seller's factory then (i) Seller shall correct such failure, at Seller's exclusive option, repair or replacement of the nonconforming item or portion thereof with Buyer promptly making available product F.O.B. Seller's plant at Buyer expense with Seller's written return authorization, at Seller's exclusive option, for repair or replacement of the nonconforming item or portion thereof. Buyer shall be responsible for all cost of transporting the defective item(s) to and from Seller's plant. Buyer agrees that this remedy shall be its sole and exclusive remedy against Seller and that no other remedy shall be available or pursued by Buyer against Seller. In no event shall the Seller be liable for any costs or expenses more than those described in this paragraph and expressly excluding any liability or damages for special, incidental, or consequential damages.

The warranty period for newly manufactured items shall extend 12 months from the date of first energization or 18 months from the date of shipment whichever occurs first or unless a different warranty period is agreed to by Seller. The warranty period for repaired/refurbished articles shall extend for the unexpired warranty period of the item repaired or replaced or for 90 days, whichever is longer. This warranty shall be voided and not extend to any item that upon examination by Seller is found to have been subject to:

- (a) mishandling, misuse, negligence, or accident.
- (b) storage, installation, operation, testing, or maintenance that either was not in accordance with Seller's specifications, instructions, manuals, or otherwise improper, or contrary to industry standards.
- (c) tampering as evidenced for example by broken seals, damaged packaging containers, etc.
- (d) testing of equipment above normally accepted field tests.

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(e) repair or alteration by anyone other than Seller without Seller's express advance written approval.

(f) payment(s) not received per terms of sale.

Failure to promptly notify Seller in writing upon discovery of any non-conforming items during the warranty period shall void the warranty as to such items. Buyer shall describe any such non-conformity in detail, expressing its position as to return of any article under the remedy provided herein. No returns shall be accepted without prior approval by Seller. No back charges shall be accepted without the prior written consent of Seller's authorized representative. Where a failure cannot be corrected by Seller's reasonable efforts, the parties shall mutually agree upon an equitable adjustment in price. The preceding sets forth the exclusive remedies for claims (except as to title) based on defect whether in contract or tort (including negligence or strict liability) and however instituted. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY EXPRESSLY EXCLUDES ANY IMPLIED CONDITIONS OF WARRANTY OF FITNESS FOR PURPOSE OR MERCHANTABILITY UNDER APPLICABLE SALES OF GOOD LEGISLATION IN THE US OR ANY OTHER NATION, INCLUDING THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**

(B) SELLER'S INSTALLATION WARRANTY: Seller warrants that all work hereunder shall be performed in accordance with the standards employed by Seller in performing the same or similar services for itself. Seller disclaims any and all other representations or warranties expressed or implied including without limitation any representation or warranty that a) any unauthorized entry, burglary, theft, embezzlement, or any other crimes will be prevented by the equipment and/or installation thereof or that b) any particular purpose or standard of care intended or desired or any particular results to be achieved by Buyer through the installation and operation of the items to be delivered hereunder. Seller's installation services and installation warranty does not include or imply any assistance for system field troubleshooting and no back charges for such services shall be accepted without the prior written consent of Seller's authorized representative.

(C) EXTENDED WARRANTY PERIOD OPTION FOR CORE AND COIL: When purchased, the warranty period may be extended by the period specified in such purchase covering core and coils only against failure occurring with respect to normal operation and within the parameters for which the transformer was designed. For extended Warranty period, to ensure validity of Extended Warranty period coverage, Virginia Transformer requires Dissolved Gas Analysis (DGA) reports of the supplied unit to be provided every year for the period of extended warranty period coverage. The annual DGAs should be emailed to: FieldService@vatransformer.com. Failure to conduct annual DGAs and provide the reports to Seller may void the purchased extended warranty. Except for the extended time period all other provisions, terms, conditions, and limitations set forth above shall apply to the extended warranty period. In case of any disturbance in the system that causes the transformer to trip

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off-line, following information shall be forwarded to Virginia Transformer Corp within 48 hours: Event summary with relevant data, Protection system data, Overvoltage conditions (if any), Fault data (if any) and offset timing with peak current value, Loading, Environmental and atmospheric conditions. Failure to timely provide this information may void the warranty.

(D) EXTENDED BUMPER TO BUMPER WARRANTY PERIOD OPTION: When purchased, the warranty for the extended period specified will cover the entire Transformer including core and coils and all associated transformer accessories against failure occurring with respect to normal operation and within the parameters for which the transformer was designed. Bumper to Bumper Warranty does not cover normal wear and tear including paint and gaskets beyond five years. For extended Warranty period, to ensure validity of Extended Warranty period coverage, Virginia Transformer requires Dissolved Gas Analysis (DGA) reports of the supplied unit to be provided every year for the period of extended warranty coverage, and the additional data as stated in Section 15(A). The annual DGA's should be emailed to: FieldService@vatransformer.com. Failure to conduct annual DGAs and provide the reports to Seller may void the purchased extended warranty. Except for the extended time period all other provisions, terms, conditions, and limitations set forth above shall apply to the extended warranty period.

(E) IN/OUT COVERAGE OPTION: When purchased, Seller will cover only the expenses to transport the transformer to a repair facility and back to site for warranty failures occurring within the period defined. Buyer will make transformer ready for shipment in the condition it was originally received per the Outline Drawing with clear and free access by Carrier. Craning, civil work, disconnection, and reconnection of the transformer, etc. is the responsibility of the Buyer.

17. CONFIGURATION STATUS AND SUBSTITUTION OF MATERIALS: Seller reserves the right to make substitution of materials without degrading the quality of product. Customer approval will be solicited when changes affect form, fit or function. Seller further reserves the right to discontinue any items without notice and to change or modify specifications at any time without incurring any obligation to incorporate new or modified features in components or products previously sold or shipped.

18. LIMITATION OF LIABILITY: Neither party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages regardless of whether liability would arise under contract or tort (including negligence and strict liability), warranty, indemnity, or otherwise. Neither party's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof shall exceed the price of the item giving rise to the claims for loss or damage in the event more than one item is included in this contract/order with distinct pricing being allocated to each item in arriving at the total contract/order price.

19. HAZARDOUS BUSINESS: Unless otherwise agreed in writing by an authorized representative of the Seller, goods sold hereunder are not intended for use in connection with any nuclear facility or any other hazardous activity such as commercial or military aircraft,

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missile installation, space exploration or other critical applications where failure of a single component could cause substantial harm to persons or property. If so used, Seller disclaims all liability for any nuclear damage contamination or other injury and Buyer shall indemnify and hold Seller harmless from such liability whether as a result of breach of contract, warranty, tort (including negligence) or other grounds. Neither Seller nor its suppliers shall have any liability to the Buyer or its insurers whether based on contract, warranty, tort (including negligence or strict liability) or other grounds for on-site damage to any property located at a nuclear facility.

20. **COMPLIANCE WITH LAW:** Buyer shall comply with all applicable Federal, State, municipal and local laws including but not limited to: laws concerning procurement integrity (particularly subsections 27(a), (d) and (f) of the Office of Federal Procurement Policy Act, as amended, 41 U.S.C. §423 and FAR 3.104-3; the Byrd Amendment (31 U.S.C. §1352); laws governing lobbying activities (2 U.S.C. §261 et seq., particularly § 267); laws prohibiting the giving of bribes (18 U.S.C. §201(b) or gratuities (18 U.S.C. §201 (c); the Foreign Corrupt Practices Act of 1977, as amended, (15 U.S.C. §78m, 78dd-1, 78dd-2, and 78ff). Buyer acknowledges that if items purchased are to be exported, Buyer has the complete responsibility and agrees to comply with all export laws and regulations of the U.S. Department of Commerce and of the U.S. State Department, or other governmental body. Seller hereby certifies that all goods sold hereunder which are produced or manufactured in the United States of America are products in compliance with the Fair Labor Standards Act of 1938 which shall be considered as satisfied by this certification.

21. **INSURANCE:** Buyer shall maintain its usual and customary insurance coverage for automobile, workmen's compensation and third-party liability claims during performance of this order and, if requested by Seller, name Seller an insured under its third-party liability coverage.

22. **NON-WAIVER:** The failure of Seller to enforce at any time any of the provisions of this order shall not constitute a waiver of such provisions or a waiver of the right of Seller to enforce any or all provisions. If any term or provisions of this order is held invalid or unenforceable by any court of competent jurisdiction, the remainder of this order shall continue to be valid and binding upon the parties unless performance thereof is rendered legally impractical and no longer fulfills the intention of the parties under this order.

23. **APPLICABLE LAW AND FORUM FOR RESOLUTION OF DISPUTES:** This contract shall be deemed to have been made and performed in, and shall be construed, interpreted and the rights and obligations of the parties determined by the law of the Commonwealth of Virginia excluding choice of law rules. Any dispute, controversy or claim arising out of or related to this contract, or any breach thereof, shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall take place in Roanoke, Va. In case of non- performance by Buyer

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requiring arbitration or other legal action, Seller's costs, and reasonable attorney's fees of arbitration or other legal action shall be the responsibility of the Buyer

24. **PRICE SURCHARGE:** In a force majeure like event any components such as, electricity, freight, labor, core steel, etc. (excluding copper and mineral oil) are subject to abnormal price increases, that raise the overall cost of the unit by two percent (2%) or more, and Supplier is not able to otherwise mitigate these increases during the period between the proposal date and the shipment date, Supplier may pass along those specific incremental cost increases which shall not exceed 6% of the total cost of the unit. Supplier will provide evidence of the specific cost increases, in the event they occur, and adjustment is sought.

25. **ASSIGNMENT:** Except as otherwise expressly provided herein, no assignment of this order or Buyer's rights under this order shall be made by Buyer without the prior written agreement of the Seller. All amounts due to the Seller, including the assignment fee of \$10,000, must be paid to the Seller before any assignments will be granted. In addition, Buyer must provide financial and other information as requested by the Seller to support the ability of the assignee to pay future amounts that may become due. Seller reserves the right to deny any request for assignment.

26. **FORCE MAJEURE:** In addition to other liability limitation herein contained, seller shall not be responsible to the Buyer for any loss or damage due to failure or delay in performance or delivery of any of the items or services required under this order when such delay or failure is due to causes beyond the Seller's reasonable control. Such causes shall include without limitation fires, floods, epidemics, pandemics, quarantines, unusually severe weather, strikes, embargoes, wars, political strife, riots, delays in transportation, compliance with any regulation or directives of any national, state, or local municipal government or authority and unforeseeable shortages in fuel, power, materials, or labor. Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to an inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services, or facilities. Seller will notify Buyer of any material delay excused by this clause and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

27. **ORDER TERMS EXCLUSIVE:** These Terms and Conditions together with Seller's Proposal and Order Acknowledgement constitute the entire and sole agreement between the parties concerning the subject matter of this order and the parties acknowledge and agree that none of them has made any representation with respect to the subject matter of this order or any representations including the execution and delivery hereof except as specifically set forth herein. Captions as used herein are for convenience or reference only and shall not be deemed or construed as in any way limiting or extending the meaning of any terms and conditions contained herein.

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28. **CUSTOMER CONTRACTS:** Buyer will include in its contracts with its purchaser customers the warranty conditions and limitations Section 15 (Equipment Warranties and Remedy), and the limitations of liability provisions set out in Section 17 (Limitation of Liability). Buyer shall indemnify and hold harmless Seller from any liability to any customer or third parties as a result of the failure to include such conditions and limitations in its contracts with its purchaser customers.

29. **MODIFICATION:** This order may not be modified except by written instrument executed by the following authorized representatives; Director of Contracts, Director of Finance, Senior VP of Materials / MIS, Corporate Controller, President, and CEO.

30. **SECTION TITLES:** Section titles appearing in the General Terms and Conditions of Sale are for convenience only and shall not be construed as interpretations of text.

31. **APPENDICIES:** Any appendix or other terms and conditions of the Seller as may be attached hereto and/or identified herewith are hereby incorporated and made a part of these Terms and Conditions and all orders or contracts shall be subject to such additional terms and conditions which shall control over any inconsistency with the Terms and Conditions stated herein.

32. "Intellectual Property Rights" means all registered and unregistered intellectual property rights throughout the world, including rights in patents, copyrights, trademarks, trade secrets, designs, databases, and domain names and moral rights.

33. **Grant of License by VTC Upon** receipt of full payment for the Transformer and conditioned upon Customer not defaulting on its obligations under this Agreement, VTC hereby grants to Customer a perpetual, royalty-free license to use the Intellectual Property Rights of VTC which are incorporated in the Transformer. Such license is limited solely to the use of the Transformer by Customer for the purposes and at the location described in VTC's Proposal. Customer may only transfer this license to a third party upon first providing VTC with a written acknowledgment by such transferee of VTC's ownership of its Intellectual Property Rights contained in the Transformer.

34. **RIGHT TO STRIKE THROUGH:** If purchase order submitted by the owner/purchaser contains or invokes terms or conditions other than this Contract or the Terms and Conditions agreed to between VTC and the owner/purchaser, then Seller/VTC may, without penalty, reject said terms and conditions on the purchase order by striking through them indicating their exclusion from the contract or purchase order and referencing the correct language based on mutual agreement.

35. **TECHNICAL SPECIFICATION CLAUSE:** The Seller expressly rejects and shall not be bound by any commercial terms, conditions, or requirements contained within the Buyer's technical specifications or any other documentation provided by the Buyer, unless such terms are

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explicitly agreed to in writing by the Seller in a separate document with the exception of Buyer requested load/no load loss requirements. In the event Buyer's technical specifications are included in this agreement in this Agreement, or the Seller's review or consideration of such specifications, does not imply or constitute acceptance of any commercial terms contained therein by the Seller.

36. CHANGE IN LAW/REGULATION: In the event that, after the date of this Agreement, any change in applicable laws, regulations, tariffs, duties, or import/export restrictions—including any new or increased taxes, duties, or fees, or other governmental or regulatory requirements (collectively, "Regulatory Changes")—results in increased costs to Seller in fulfilling its obligations under this Agreement, Seller shall have the right to pass through any such increased costs directly to Buyer. Upon the occurrence of any Regulatory Changes, Seller shall notify Buyer in writing of the nature of the Regulatory Change and the additional costs incurred as a result. Buyer agrees to pay Seller for all additional costs arising from Regulatory Changes, including but not limited to additional taxes, tariffs, duties, fees, or other charges. Such costs shall be added to the amounts payable by Buyer, and Buyer shall pay such additional costs within 30 days of receipt of an invoice detailing the additional charge.

37. CUSTOMER PREFERRED MANUFACTURER PARTS: If the Specifications provided include Customer Preferred Manufacturer Parts (the 'Preferred Parts'), including but not limited to bushings, arresters, current transformers, DETCs, LTCs, or similar components, and any such Preferred Part is unavailable or delayed at the time of manufacturing, VTC reserves the right to take one of the following actions to maintain the agreed-upon manufacturing and delivery schedule for the Transformer:

Provide an Equivalent Part: Substitute the Preferred Part with an equivalent part that meets industry standards and the functional requirements of the Transformer.

Short-Ship the Preferred Part: Ship the Transformer without the Preferred Part, with the Preferred Part to be delivered directly to the Customer's site at a later date for installation and incorporation by the Customer.

Customer-Supplied Preferred Part: Require the Customer to supply the Preferred Part for incorporation into the Transformer during manufacturing. The Customer shall ensure the Preferred Part is provided within a lead time sufficient to avoid delays in the scheduled manufacturing or shipment of the Transformer.

In any of the above scenarios, VTC shall not be liable for delays or additional costs arising from the unavailability or delay of the Preferred Part. Any changes to the Specifications, including substitutions or modifications, shall be communicated writing by VTC.

END

PO Checklist



CUSTOMER CHECKLIST

To ensure efficient processing, delivery, and invoicing of your order, please include the following information clearly on your Purchase Order (PO) written in English. Missing or incomplete information may cause delays and will result in request for revision.

1. BASIC PO INFORMATION

- ☒ Customer Name
- ☒ Purchase Order or Contract Number
- ☒ Bill-To Address
- ☒ Ship-To Address
- ☒ Customer Contact Name, Email, and Phone
- ☒ Requested Delivery Date
- ☒ Email Address for Order Acknowledgment

2. TAX and REMITTANCE

- ☒ Customer Tax ID
- ☒ Tax Status (Taxable / Exempt)
 - If Exempt, please provide a valid Tax-Exempt Certificate for the state in which the goods are delivered
- ☒ Remittance Email for Invoices (AP Contact Info)

3. PO-to-PROPOSAL

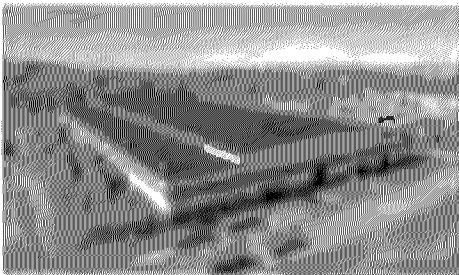
- ☒ Reference VTC Proposal/Quote Number
- ☒ Product / Scope Description Matches Proposal
 - Currency Matches Proposal
- ☒ Total PO Value Clearly Stated
- ☒ Itemized Breakdown by Line Item / Part Numbers
- ☒ Freight and Field Services, if applicable, indicated as estimated values

4. COMMERCIAL TERMS

- ☒ Freight Invoicing Terms (e.g., Prepaid and Add)
- ☒ Delivery Terms
 - If on the face of PO please match to VTC proposal
 - Indicate progress payments only apply to base value of transformers. All service and spare parts will be invoiced 100% upon completion of services.
- ☒ Warranty options and durations selected, if applicable
- ☒ Liquidated Damages, if applicable
- ☒ Governing Terms and Conditions
 - Clear statement of governing terms. Remove any conflicting terms and conditions statement such as standard default language.

5. SPECIAL REQUIREMENTS (if applicable)

- Site-Specific Delivery or Safety Instructions
- Required Documentation (e.g., lien waivers, bonds)

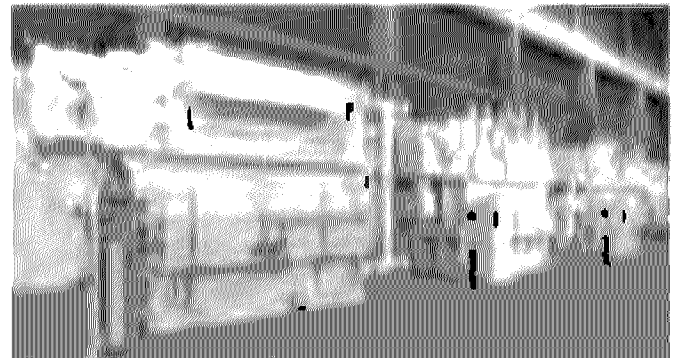


VTCU is located 150 miles from Salt Lake City in Southeastern Idaho. Acquired in 2003, it is strategically located to serve customers throughout the USA and Canada. VT-GT has invested heavily in the plant over the years, making it the best equipped 230kV, 150MVA plant in North America.

The plant features 5 bays, each 35,000 sq. ft. One bay is dedicated for winding and insulation. Assembly floors are sealed to ensure a dust free environment.

The Soenen Core Cutting machine is capable of cutting up to 37 inches wide step lap core and produce a burr level of <20 microns. Exceeding the industry standard in meeting the lowest sound level of 55 dB and losses of less than 1/4% of the MVA.

The plant has its own tank shop, completely isolated from the assembly shop, which limits contamination. Our paint system is Polyurethane over an Epoxy making it suitable for the most aggressive environments in our country. Coal tar coated bottom tanks offers protection against rust for years and even decades.



Pocatello Plant Floor

The plant routinely achieves less than 100 pc partial discharge compared to the 500 allowed by IEEE. A lower partial discharge can mean extending the life of a transformer by 2X compared to a transformer offering 500 pc.

The winding shop is under positive pressure to eliminate dust, which is key to achieving a higher life. Coils are dried in a Vapor Phase oven under vacuum pressure. This assures optimum dryness of the insulation for maximum life. Too dry insulation can become brittle...too wet and it becomes very loose causing it to fail prematurely. Proper drying is an art that we have been able to master.



Pocatello Test Area

The plant has its own rail spur allowing it to ship over 100 ton transformers securely anywhere in the country.



Sealed, Climate controlled winding room



Soenen Core Cutting Machine





The Commitment Company
ISO 9001

VIRGINIA TRANSFORMER CORP.

220 GLADE VIEW DRIVE • ROANOKE, VA 24012

PHONE 540-345-9892 • FAX 540-342-7694

www.vatransformer.com

Transformer design and construction

Virginia Transformer Corporation has 5 manufacturing facilities, each specializing in specific sizes of transformers. This delineation of manufacturing allows VTC to achieve maximum efficiency and short lead time for production, yet maintain technical and commercial continuity among the 5 locations. Our plant in Chihuahua, Mexico manufactures dry transformers and smaller oil filled units. Our Roanoke, Virginia facility is our company headquarters, and manufactures the mid-sized oil transformers, and large dry units. Large power transformers are manufactured in our Pocatello, Idaho plant, which also has repair and remanufacturing facilities.

Design practices: Transformer design at VTC utilizes a software program that was developed more than 18 years ago with Virginia Tech in Blacksburg, VA. Today's version of the program includes updates and modifications that reflect the latest developments in manufacturing techniques. This Visual Basic program also incorporates actual performance data which has been acquired by VTC over these many years.

Short circuit withstand: Every VTC facility designs transformers to the same exacting standards with respect to short circuit capability. Each unit is designed to tolerate the currents that occur during an imposed short circuit condition, and the blocking methods used to strengthen the coil have been repeatedly tested in certified testing laboratories (see list of transformers tested).
Transformer base: Virginia Transformer has two base designs, both of which have proven to have superior rigidity and flexibility to adapt to any foundation design. Our structural base uses strengthened members to carry the weight of the transformer at critical locations. Our solid, flat base is sized to distribute weight over the complete base assembly, while providing the same skidding, rolling and pulling capabilities as our structural base.

Core: The core is made from cold-rolled, grain-oriented silicon steel with a Carlite 3 coating to accommodate maximum volts-per-turn applications. These special steels are purchased from AK Steel, and are made to AISI and ASTM standards. Core segments are cut on our precision core cutting line at the Roanoke, VA facility, where burr limit has been established at less than 5 ten thousandths of an inch (0.0005). The majority of our transformers use a 'Step-Lap', miter-cut core design, which provides minimum core loss and reduced flux density.

Horizontal core members (yokes) are clamped using core brackets instead of thru bolts. The brackets are made from mild steel, and are tightened against the core yokes by a VTC-designed, pre-stressed tension bar. The tension bar is attached to the bracket, and as the tensioning bolts on the bracket are tightened, the bracket works as a bow to apply equalized surface pressure to the yokes.



Vertical members of the core (legs) are clamped using tie plates (sometime called flitch plates). The tie-plates are supported at either end by the brackets that brace the core yokes. As the yoke brackets are tightened, these tie plates snug against the core legs to maintain tension on the core's vertical members. Core laminations are insulated from the brackets and clamps by sheets of Nomex insulation. A single core ground is established by inserting a copper strip into the top yoke of the core. An insulated electrical cable is terminated on this copper strip, with the other end of the cable being connected to a feed-thru bushing. This design provides core ground access on the outside of the tank.

Coils: Electrical grade coil wire is purchased from Algonquin Wire and Cable, where the conductors have been insulated with wraps of Kraft paper. The kraft insulating paper is applied in multiple layers using half-lapping or over-lapping for thorough insulation. Coil winding takes place in an environmentally controlled winding room. This room is isolated from the other manufacturing processes to avoid contamination of the windings. Technicians wind the coils according to a design package from the engineering staff. Coil winding practices and procedures are described in the VTC winding manual, which details each step of the winding process. HV and LV windings are wound on individual core tubes of Wiedmann insulation. The coils are sized using a hydraulic press to achieve appropriate electrical height. Windings are manufactured as circular disc for the high voltage winding and helical disc for the low voltage winding. Ducts between the high voltage and low voltage windings give the required electrical isolation and provides a channel for cooling. These ducts are formed with insulating wraps, adhesive kraft paper and dog-bone type spacers. Coils are supported on the bottom yoke with a clamping ring. Blocks located above the clamping ring then support the coil in line with the key spacers. Additional clamping rings are used at the top of the coil. Coils are braced to 600 lbs. per square inch (4.14 newtons per square mm).

Coil and core drying: Core and coil assemblies are placed inside a gas-fired drying oven. The drying process is continuously monitored to lower power factor levels to below 0.5%. When appropriately dried, assemblies are re-tightened and promptly tanked. Electrical connections are made and the tank is filled with insulating oil. Power factor levels are again measured during testing and at shipment to verify the power factor is below 0.5%. Our units are guaranteed to have a power factor below 0.5%, and regularly are below 0.3%.

Windings: The most popular winding design is the circular disc. Disc windings consist of a number of individual discs, wound from either a single conductor or with multiple conductors wound in parallel. The conductive turns are wound radially over each other, and the conductors pass uninterrupted from one disc segment to the next. Disc turns are isolated from the insulating cylinder by insulating strips that traverse the entire width of the coil. Wiedmann spacers, which are keyed to the vertical strips, separate the individual discs one from the other. These vertical and horizontal spacers provide a system of ducts which are critical in providing unrestricted circulation of cooling oil. With disc windings, the cooling oil is in contact with each turn of the winding. Keyed coil spacers prevent dislodging after winding, and provide a rigid assembly with sufficient strength to withstand short-circuit stresses.



Tank Fabrication: Virginia Transformer has tank fabrication or tank repair capabilities at each of its facilities. In addition, each facility has a support fabricator, approved by VTC to insure meeting urgent schedule requirements. Each tank is leak tested prior to delivery and is shotblasted and primed to prevent rust. All tanks are cycled thru pressure and vacuum phases throughout the manufacturing process. Tank seams are continuously monitored after filling with oil to ensure that no leaks are present.

Quality Assurance: Virginia Transformer has a rigid and well-established quality assurance program, as attested by the ISO-9001 certification we have held since 1998. Virginia Transformer has one Quality Assurance Manager, with responsibility for the quality programs at all of our sites. The quality system incorporates inspections, measurements, and manufacturing hold criteria to ensure that manufacturing objectives are met. Non-conformities to acceptable practice are documented and sent to appropriate departments, where an analysis is made to determine the cause and prevention of recurring events. Emphasis on quality is also attested by our RUS listing for 5mva thru 30mva units to 138kv. All three of our facilities presently hold ISO certification and have been successfully updated to the latest ISO-9001:2008 certification.

TESTS AND THEIR SIGNIFICANCE

Ratio and Phase Relationship Test

The function of a transformer is to transform power from one voltage level to another. The ratio test ensures that the transformer windings have the proper turns to produce the voltages required. The ratio is a measure of the RMS voltage applied to the primary terminals' to the RMS voltage measured at the secondary terminals.

The Standards state that when rated voltage is applied to one winding of the transformer, all other rated voltage(s) at no load shall be correct within 0.5% of the nameplate readings. It also states that all tap voltages shall be correct to the nearest turn if the volts per turn exceed the 0.5% of the desired voltage. The ratio test verifies that these conditions are met.

The primary and secondary windings in a three-phase transformer may be connected in a delta, wye or other configuration, and depending upon which of the individual windings are connected to each other the angular displacement between them. The phase relationship test verifies the delta, wye or other configuration and the angular displacement between the vectors.

Single phase transformers may have subtractive or additive polarity.

The polarity and phase relation tests are important when two or more transformers are to be paralleled. Paralleled transformers must have the same polarity and phase relation to avoid partial or complete short circuits.

Resistance Measurement

This is a measure of the resistance of the conductors in the transformer windings. The resistance measurements have two important functions:

- (a) For calculation of the temperature of the windings during the temperature test.
- (b) For calculation of the I²R component of the winding losses.

The resistance measurement is corrected to either 75° C or 85°C depending on the average winding temperature rise of the transformer. The Standards have established 55°C and 65°C as standard temperature rises for liquid-filled transformers. Therefore, the corrected temperature is the winding's average temperature rise plus 20°C ambient temperature.

Insulation Resistance Test

The insulation-resistance test, which is commonly referred to as the megger test is used as an indication of the dryness of the insulation. This test although not classified as a routine test is done on a routine basis by many manufacturers to determine the condition of the insulation prior to testing.

In measuring insulation resistance it is the recommended practice to always be sure that the tank and the core iron are grounded, Short circuit each winding of the transformer at the terminals, Resistance measurements are then made between each winding and all other windings grounded, Windings are never left floating for insulation resistance measurements,

The insulation resistance varies with moisture content, cleanliness and temperature of the insulation parts, since the values vary with temperature, all measurements are corrected to 20° C for comparison purposes.

Insulation Power Factor

The insulation power factor test is another test that can be performed to determine the condition of the transformer insulation. The measurement is made with a capacitance bridge, measuring the capacitance between windings and between windings and ground, together with the power factor or loss angle of these capacitances.

This test is optional. The factory insulation power factor measurement can be of value for comparison purposes with field power factor tests. At this time there are no set standard for the acceptable power factor readings. Acceptable power factor readings are a matter of judgment and experience. Therefore by comparing the factory and field readings, changes in the insulation can possibly be detected.

No Load Loss and Exciting Current Test

The exciting current and the no-load losses are a function of the frequency, voltage and the wave shape of the voltage.

The exciting current and no-load losses are determined from the same test set-up. In which the transformer is energized open circuit. Any of the transformer winding is subjected to the rated voltage. Low Voltage side is preferred to be excited from power source, since that is easy from practical point of view. No Load Loss can be read directly from wattmeter

The no-load or excitation loss actually consists of mainly the iron loss of the core. The iron loss can be controlled to some degree by the quality of the core steel, the point on the performance curve where it is to be operated and the type of core used. Generally, a lower iron loss design will cost more initially, but the long range energy savings will usually more than offset that initial cost differential.

The exciting current test is one of the means used to verify that the core design and its satisfactory performance. The exciting current can be read directly from the ammeter.

The exciting current consists of a magnetizing and a loss component. The magnitude of the magnetizing component is determined by the shape of the performance curve of the core steel, its operating flux density and the number of turns in the primary winding. The loss component is determined by the losses in the core.

Load Loss and Impedance Measurement

The load loss and impedance are determined from what is sometimes referred to as the "short-circuit" test. The secondary of the transformer is shorted and sufficient voltage is applied to the primary terminal to circulate rated current through the primary winding.

The impedance is normally expressed in terms of percent of rated voltage. The impedance voltage is that voltage required to circulate the rated current through the primary winding with the secondary shorted.

The impedance test is made to verify the design impedance. The impedance, due to manufacturing tolerance, tends to vary from design values. For this reason, the Standards have established impedance tolerances as follows:

1. For two winding transformers7.5%
2. For three or more windings or Zig-Zag windings. 10%

The user and the designer are interested in the measured impedance primarily because it determines the amount of current which will flow in the windings during short circuit.

The magnitude of the short circuit current is important to the designer because it establishes design criteria for the mechanical strength of the internal assemblies, and to the user in determining breaker capacities and selecting correct fuses and properly coordinating relaying schemes.

The impedance is also important when paralleling two or more transformers. The impedance of the paralleled transformers must be within the specified test tolerances. A transformer whose tested impedance is higher will cause the other transformers to carry more than its share of the load.

Dielectric Tests

The insulation in a transformer is probably the most important of its constructional materials. A transformer can function if the efficiency and regulation are poor, temperature rise is too high or if the mechanical strength is marginal. But if the insulation is inadequate and fails, the transformer is unusable. The effectiveness of the insulation in a transformer can be measured by its dielectric strength.

The purpose of the dielectric tests is to verify the dielectric strength of the insulation or in the case of the manufactured transformer to demonstrate the suitability of the insulation to withstand the test levels defined in the Standards. There are two dielectric withstand routine tests that can be performed on a transformer: (1) applied potential test, and (2) induced potential test. Each of these tests, as will be shown, has a specific purpose in verifying the major and minor insulation system of the transformer. The major insulation consists of the phase-to-phase and phase-to-ground insulation and the insulation separating the primary and secondary windings. The layer-to-layer, turn-to-turn and section-to-section insulation make up the minor insulation.

Applied Potential Test

This test is sometimes referred to as the "hypot" or the low-frequency test. The purpose of this test is to check the adequacy of the major insulation to ground and to all other windings being tested.

In this test all windings are short circuited and all windings except the one being tested and the tank are grounded. The voltage to be applied to the ungrounded winding has been established by ANSI C57.12.00. This test is made at 60 hertz and has duration of one minute.

Induced Potential Test

The purpose of this test is to check the minor insulation of the transformer. This test is accomplished by applying to one set of line terminals of the transformer with the other set open circuited. For Class I transformers, this test is conducted at double the rated voltage for 7200 cycles. Generally the source used for this test has frequency of 120 Hz or more.

Partial Discharge Test

Corona is the generic name for electrical discharges that occur in electrical insulation as a result of high velocity ionization under the influence of an electric field that exceeds the dielectric strength of the insulation.

Corona and the term partial discharge are used interchangeably when referring to this phenomenon in transformers. The partial discharge terminology is preferred since it most accurately describes the occurrence.

Much has been written concerning the cause of partial discharges. Some of the conditions that can initiate partial discharges are:

1. Improper processing or drying of the insulation.
2. Over stressed insulation due to a lack of proper recognition of the voltage limitation of the insulation.
3. High stress areas on conducting parts, which can be caused by sharp edges on either the conducting part or ground plane.

The effects of partial discharge in a transformer are twofold. One effect is that the ion and electron bombardment can be damaging to the insulation and shortens the life of the transformer. The other effect is that the transient currents produced due to partial discharges, may interfere with electrical communications,

Transformer manufacturers have been aware of the consequences of partial discharges in transformers for many years and have developed drying and processing procedures as well as insulation systems that virtually eliminate the presence of damaging partial discharges. For this reason the partial discharge test has been classified as optional. The test is performed periodically for quality control reasons, prototype testing or when specified by the user,

Several techniques have been developed to measure the intensity of partial discharges. The most generally used is the Radio Influence Voltage (RIV) technique. The radio frequency voltage produced by the partial discharges can be measured at the transformer terminals with a coupled radio.

VTC Short Circuit Tested Jobs

TEST NUMBER	TEST REPORT #	DATE	PLACE OF TEST	SERIAL NO	DRY OR LIQUID	KVA	PRIMARY VOLTAGE	PRI BIL	SECONDARY VOLTAGE	SEC BIL
SC01	SC12113	6/9/1983	GE PITTSFIELD, MA	340835B001-3034.2	DRY	835	12470	95KV	648 delta & wye	10KV
SC02	LTR8410482	6/11/1984	GE PITTSFIELD, MA	442000A002-3389	LIQUID	2000	13800	95KV	480y/277	30KV
SC03	J90093C	5/7/1990	KEMA CHALFONT, PA	342233B502-5744B	DRY	2233	13800 Y	110KV	550 delta	10KV
SC04	J92001-C	1/7/1992	KEMA CHALFONT, PA	343257B501-6085	DRY	3257	13800	110KV	468 delta & wye	45KV
SC05	VIRG021892	2/27/1992	WESTINGHOUSE BELMONT, NC	342245A501-6560A	DRY	2245	13800	110KV	556 delta	10KV
SC06	VIRG021892	2/27/1992	WESTINGHOUSE BELMONT, NC	342245A502-6561A	DRY	2245	13800 Y	110KV	556 delta	10KV
SC07	T022121A	4/16/1992	PSM LAB PITTSBURGH, PA	447500A001-6520E	LIQUID	7500	12470	110KV	4160 Y	95KV
SC08	T022121B	5/22/1992	PSM LAB PITTSBURGH, PA	36224A504-6563C	DRY	2245	34500Y	150KV	556 delta	10KV
SC09	T022121B	5/22/1992	PSM LAB PITTSBURGH, PA	36224A504-6562C	DRY	2245	34500	150KV	556 delta	10KV
SC10	T100921	11/20/1992	PSM LAB PITTSBURGH, PA	425000A006-6577B	LIQUID	5000	4160	60KV	2060 Delta & wye	45KV
SC11	T061823	7/28/1993	PSM LAB PITTSBURGH, PA	343292U501-6494C	DRY	3293	13200	95KV	490 Delta & wye	10KV
SC12	T011932	3/4/1993	PSM LAB PITTSBURGH, PA	354366U501-6494H	DRY	4366	26400	150KV	490 Delta & wye	10KV
SC13	VIRG051393	5/13/1993	WESTINGHOUSE BELMONT, NC	341110A501-6990	DRY	1110	13200	95KV	644 Delta & wye	20KV
SC14	VIRG100295	10/10/1995	CUTLER HAMMER BELMONT, NC	340835A001-8027A	DRY	835	13200	95KV	590 Delta & wye	45KV
SC15	VIRG072798	7/27/1998	CUTLER HAMMER BELMONT, NC	M43476Q501-8944A Transformer Models 341738U001-8944A#A 341738U002-8944A#B	DRY	1738x2	13200	95KV	490	20KV
SC16	99067-B	4/19/1999	KEMA CHALFONT, PA	M43476Q502-9017B Transformer Models 341738U001-9017B#A 341738U002-9017B#B	DRY	1738x2	13200	95KV	490	20KV
SC17	00017-B	1/26/2000	KEMA CHALFONT, PA	M53476Q501-9343A Transformer Models 351813U501-9343A#A 351663U503-9343A#B	DRY	1813X1 1663X1	26400	150KV	490	20KV
SC18	00120-B	7/10/2000	KEMA CHALFONT, PA	47015MA012-9617A	LIQUID	1520MVA	69000	350KV	13800	110KV
SC19	0169-B	9/21/2000	KEMA	342130B04-9629G Transformer connected to rectifier	DRY	2130	12500	95KV	466 delta & wye CKT31	10KV
SC20	01014-B	3/1/2001	KEMA CHALFONT, PA	44017MA002-9823	LIQUID	16.5/22/27.5 MVA	13800Y	110KV	13200	110KV
SC21	02107-B	8/22/2002	KEMA CHALFONT, PA	361087B502-A037N	DRY	1087	34500	150KV	587 Delta & wye CKT31	10KV
SC22	02206-B	11/5/2002	KEMA CHALFONT, PA	351663U001-A139B	DRY	1663	21000	125KV	627 Delta & wye CKT31	30KV
SC23	20109-25	7/23/2010	POWERTECH VANCOUVER, BC	463230A001 - B307B	LIQUID	3300	34.5KV	200KV	549 Delta & Wye CKT31	30KV
SC24	10175-B	8/2/2010	KEMA CHALFONT, PA	453196A001 - B377B	LIQUID BETA	3196	23kv	200KV	507 Delta & Wye CKT31	30KV
SC25	10264-B	11/9/2010	KEMA CHALFONT, PA	464274A001 - B451A	LIQUID FR3	4274	34.5 kV	200 kV	785 Delta & Wye CKT31	45 kV
SC26	10261-B	12/13/2010	KEMA CHALFONT, PA	361636B001 - B450A	DRY	1636	34.5 kV	170 kV	617 Delta & Wye CKT31	45 kV
SC27	15019-B	1/27/2015	KEMA CHALFONT, PA	463220A001 - C252A	LIQUID FR3	3220	34.5 kV	200 kV	785 Delta & Wye CKT31	45 kV
SC28	15110 - B	5/27/2015	KEMA CHALFONT, PA	341000U529W - WB247B	DRY	1000	13.2 kV	95 kV	480 Wye Dyn1	10 kV
SC29	15143-B	7/9/2015	KEMA CHALFONT, PA	M53476Q001-C326A Two C&C in one Tank 451813A001-C326A#A 451663A001-C326A#B	LIQUID FR3	1813X1 1663X1	26400 Delta & Wye	150KV	490 Delta & Delta	30KV
SC30	15175-B	8/25/2015	KEMA CHALFONT, PA	443450A001 - C336A	LIQUID FR3	3450	13.2 kV	110 kV	490 Delta & Wye CKT31	30 kV

Standard Warranty Statement

Virginia Transformer provides a standard warranty, as described in our Standard Terms and Conditions of Sale, dated March, 2023. This warranty is for twelve (12) months from date of equipment installation or eighteen (18) months from date of shipment, whichever occurs first. The warranty period for repaired/refurbished articles shall extend for the unexpired warranty period of the item repaired or replaced or for 90 days, whichever is longer. VTC warrants to, at Seller's exclusive option, repair or replace a failure or warranty nonconformance, substantiated by Seller's authorized personnel, or with Seller's return authorization and Buyer making available product (FOB factory) Seller's plant, for any equipment we manufacture during this period which has become defective exclusively due to defective material or workmanship, when failure occurs under normal and proper use. Buyer shall make the equipment available to VTC to perform work at the job site without interference or duress. No guarantee, warranty or liability for damage exists other than stated herein. VTC's warranty on purchased components is limited to the warranty provided by the component manufacturer. VTC will not assume any liability of expense for repairs or modifications to equipment unless previously authorized in writing by VTC. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

VTC will not accept consequential damages under any circumstances. Before replacement or repairs take place, VTC shall first perform an examination upon the equipment in question to confirm that the warranty remains valid and has not been voided. Please note conditions which may void your warranty, present and detailed in VTC's proposal, under Section 16 of Virginia Transformer Corporation's Standard Terms and Conditions.

Warranty Options

Virginia Transformer offers Extended Warranties for time periods beyond the 12/18 months in the Standard Warranty. VTC also offers In/Out coverage on the transformer. The following paragraphs describe all of these added warranties.

Extended Warranty for Core and Coil (Optional)

Virginia Transformer Corporation offers extension(s) to the standard warranty. The extended warranty covers only the coils and core against failure that occurs with respect to normal operation of the transformer, and within the parameters for which the transformer was designed. Extended Warranty is valid only if a technical representative of Virginia Transformer Corp. performs, as a minimum, supervision of field assembly and testing of the Transformer. This coverage excludes bolted electrical and mechanical connections, which are to be periodically checked and retightened, as necessary, by the Owner as part of their normal

maintenance programs. Please consult with your VTC representative for quotes of extended warranty coverage. Available (extended) warranty periods are as follows (equipment installation/shipment):

24/30 months; 36/36 months; 48/48 months; 60/60 months

Extended warranty _____
option

Extended Bumper to Bumper Warranty (Optional)

Virginia Transformer Corporation offers extension(s) to the standard warranty. The bumper-to-bumper extended warranty will cover the entire Transformer including the core and coils and all associated transformer accessories against failure occurring with respect to normal operation and within the parameters for which the transformer was designed. Bumper to Bumper Warranty does not cover normal wear and tear including paint and gaskets beyond five years. For extended Warranty period, to ensure validity of Extended Warranty period coverage, Virginia Transformer requires Dissolved Gas Analysis (DGA) reports of the supplied unit to be provided every year for the period of extended warranty coverage, and the additional data as stated in Section 16(A) The annual DGA's should be emailed to:

FieldService@vatransformer.com. Failure to conduct annual DGAs and provide the reports to Seller may void the purchased extended warranty. Except for the extended time all other provisions, terms, conditions, and limitations set forth above shall apply to the extended warranty period. Please consult with your VTC representative for quotes of extended warranty coverage.

Extended warranty _____

In/Out Coverage (Optional)

In/Out coverage is a warranty enhancement available during the Standard Warranty and Extended Warranty period. For failures occurring within the stated warranty period, if In/Out coverage is purchased, VTC will cover only the expenses to transport the transformer to a repair facility and return the transformer to customer's site for warranty failures within the period defined. Buyer will make the transformer ready for shipment in the condition it was originally received from VTC (as per outline drawing), with clear and free access by our selected courier. Civil work, disconnection, and reconnection, etc. are the responsibility of the Buyer. Please consult with your VTC representative for quotes of in/out coverage

In/Out coverage _____

C57.12 ANSI Standards

IMPEDANCES

HV BIL (kV)	LV Below 2400V	LV 2400 and above	LTC	Dry Type
10-60	5.75	5.75	--	5.75
60-110	5.75*	5.50*	--	**
150	6.75	6.50	7.00	**
200	7.25	7.00	7.50	--
250	7.25	7.50	8.00	--
350	--	8.00	8.50	--
450	--	8.50	9.00	--
550	--	9.00	9.50	--
650	--	9.50	10.00	--
750	--	10.00	10.50	--
900	--	10.50	11.00	--

* For transformers above 5000 KVA these values shall be the same as shown for 150 kV BIL.

** ANSI standards do not specify impedances for these ratings but industry is presently using the impedance values shown for the respective liquid/dry values as shown.

VOLTAGE BIL

kV	Liquid	Dry (VPI)	Encapsulated
1.2	30 (45)	10 (20, 30)	10 (30)
2.5	45 (60, 75)	20 (30, 45)	45 (60)
5.0	60 (75)	30 (45, 60)	60 (75)
8.7	75 (95)	45 (60, 95)	75 (95)
15	95 (110*)	60 (95, 110)	95 (110)
25	150 (200)	110 (125)	125 (150)
35	200	150 (200)	150
46	250	--	--
69	350 (250)	--	--
115	450 (550, 350)	--	--
138	550 (650, 450)	--	--
161	650 (750, 550)	--	--
230	750 (900, 650)	--	--

(BIL) in parenthesis is an optional BIL.

* Transformers 5000KVA and above should use this as standard BIL

C57.12 ANSI Standards

FAN COOLING

Base KVA	Stage 1 Fans	Stage 2 Fans
<2500	115% capacity	--
2500 to <12 MVA	125% capacity	--
12 MVA and above	133% capacity	125% additional
Dry Type Transformers	133% capacity	--

TEMPERATURE RISE

Liquid Type Transformers with 55/65°C Temperature Rise:

Base KVA @55°C → 112% capacity @ 65°C

STANDARD RATINGS Liquid Filled Transformers

55°C ONAN	65°C ONAN	55°C ONAF	65°C ONAF	55°C ONAF2	65°C ONAF2
300KVA	336KVA	345KVA	386KVA	--	--
500KVA	560KVA	575KVA	644KVA	--	--
750KVA	840KVA	863KVA	966KVA	--	--
1000KVA	1120KVA	1150KVA	1288KVA	--	--
1500KVA	1680KVA	1725KVA	1932KVA	--	--
2000KVA	2240KVA	2300KVA	2576KVA	--	--
2500KVA	2800KVA	3125KVA	3500KVA	--	--
3000KVA	3360KVA	3750KVA	4200KVA	--	--
3750KVA	4200KVA	4688KVA	5250KVA	--	--
5000KVA	5600KVA	6250KVA	7000KVA	--	--
7500KVA	8400KVA	9375KVA	10.5MVA	--	--
10MVA	11.2MVA	12.5MVA	14MVA	--	--
12MVA	13.44MVA	16MVA	17.92MVA	20MVA	22.4MVA
15MVA	16.8MVA	20MVA	22.4MVA	25MVA	28MVA
20MVA	22.4MVA	26.67MVA	29.86MVA	33.33MVA	37.33MVA
25MVA	28MVA	33.33MVA	37.33MVA	41.67MVA	46.67MVA
30MVA	33.6MVA	40MVA	44.8MVA	50MVA	56MVA
40MVA	44.8MVA	53.32MVA	59.72MVA	66.66MVA	74.65MVA
50MVA	56MVA	66.66MVA	74.65MVA	83.33MVA	93.33MVA

Note – VTC is a custom manufacturer; therefore, custom ratings can be chosen to suit your project needs.

Note on Temperature Rise – If specified transformer is single temperature rise only (55°C rise only or 65°C rise only): disregard the 65°C column and use the 55°C column as whichever single rise you are in need of.

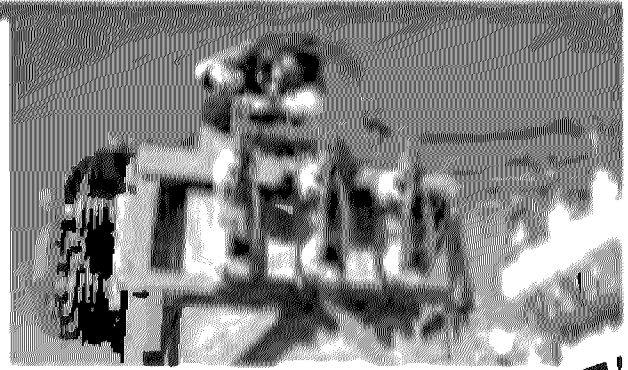


Transformer Service Solutions

ONE SOURCE – ONE COMMITMENT

Virginia Transformer Corp (VTC) has the capabilities for complete transformer support. From installations, replacements or scheduled maintenance VTC has the trained personnel and equipment for all of your transformer service needs.

VTC maintains a fleet of mobile vacuum dehydrator/oil processing trucks designed to be anywhere in the US, Canada and Mexico with minimum notice. These trucks are equipped with a full set of tools, safety equipment and generators allowing self-sufficiency in remote areas where site power may not be available.



Transformer Experience up to 500 kV

- Assembly (New or Used)
- Oil Dehydration/Degassing
- Removal/Relocation
- Vacuum/Oil Filling
- Testing – Acceptance
- Transformer Dry Out
- Repairs - Leaks, Gaskets, Bushings
- New and Used Equipment
- Inspection/Maintenance
- Training
- Regasket Complete Transformer



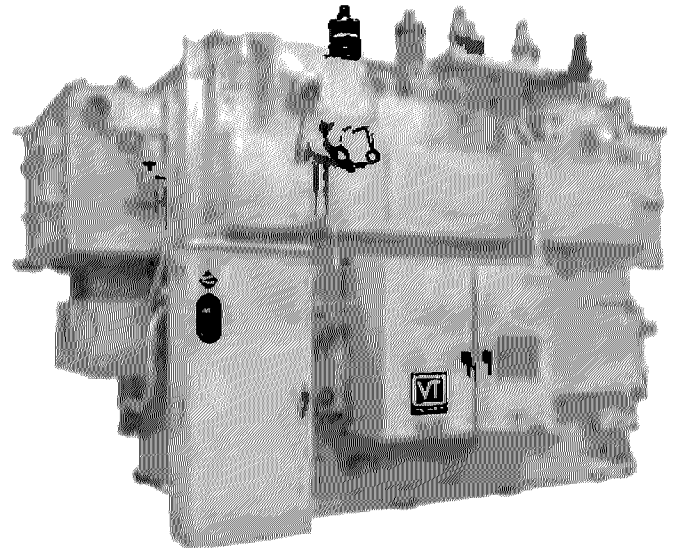
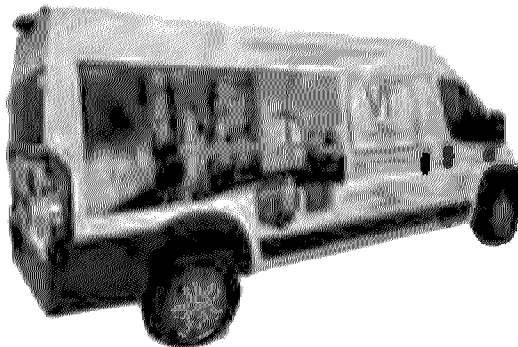
Electrical Testing & Services

- Insulation Power Factor
- SFRA
- Excitation Current
- Transformer Turns Ratio (TTR)
- Winding Resistance
- CT (Ratio, Polarity, Saturation)
- Capacitance Measurement
- Insulation Resistance (Megger)
- Infrared Inspection Analysis
- Controls Troubleshooting

Emergency Service Available

24/7/365

1-800-882-3994



For more information or to request a quote for your transformer requirements, please contact VTC Field Services at 1.800.882.3994 or email: Field_Service@vatransformer.com

TRANSFORMER INSTALLATION DESCRIPTIONS

Described below are brief descriptions of VTC Field Service Installation Options; please consult your VTC Salesperson for additional details and pricing.

Supervision only

VTC supplies an on-site field technician to supervise the assembly of the transformer by others and to verify the work is performed correctly. Others supply all crane, assembly and test equipment. Technician to be at site up to three days.

Installation (make-up oil for radiators only)

VTC supplies an installation crew to install bushings, radiators, arresters, etc. The unit will be shipped filled with oil so the only oil handling will be the oil required to fill the radiators after they are mounted. The oil is shipped from the plant with other detail parts. This operation will require the use of an oil pump and filter. Included in the cost is a small crane to handle the components to install plus the oil handling equipment. The following test will be performed TTR, DCR, DGA, CT Ratio, Core Ground Megger, and Transformer Megger. We will perform Power Factor on units above 69KV.

Installation (complete oil fill)

VTC supplies installation crew to install bushings, radiators, arresters, etc. The unit is shipped drained of oil so will require a complete filling in the field. The oil is usually delivered to the site in a tanker truck and filled from the truck. This operation will normally require the use of a vacuum pump, oil pump and filter, and if required oil heating capability for larger voltage class units. Included in the cost is a small crane to handle the components to install and the oil handling equipment. The following test will be performed TTR, DCR, DGA, CT Ratio, Core Ground Megger, and Transformer Megger. We will perform Power Factor on units above 69KV.

Crane Service

The crane cost is required if the scope of the work requires a crane to offload the transformer from the truck to the pad. This crane is seldom used to install the components on the job.

Transformer units with Conservator having Air Bladder

VTC supplies installation crew to install conservator, conservator, bracing, etc. If the unit is shipped drained of oil we will require a complete filling in the field. The oil is usually delivered to the site in a tanker truck and filled from the truck. This operation will normally require the use of a vacuum pump, oil pump and filter, and if required oil heating capability for larger voltage class units. Included in the cost are a small crane to handle the components to be install and the oil handling equipment.

Hot Oil & Vacuum Processing

VTC offers hot oil processing. Our hot oil processing consists of heating the oil going to the transformer. We offer this on new installs. During vacuum processing VTC will apply a vacuum to the transformer.

This is on transformers designed for full vacuum only. The vacuum level will be approximately 1 torr. This vacuum will be for 24hrs prior to oil filling.

Notes:

1. Pricing assumes clear and unobstructed ingress and egress around the work location. VTC will not be responsible for additional costs incurred for delays caused by unimproved sites that are unable to support vehicles and cranes on the scheduled days. VTC will not be responsible for relocating any obstructions to the work site nor for any improvements to allow access to the work site.
2. Crane costs assume unobstructed access to placement area without interference from walls, dykes, fences or substation structures. If obstructions exist, additional cost will possibly be incurred that will be passed along.
3. The customer is responsible for all transformer grounding and connections to bushings and external alarm and control wiring entering junction box.
4. Pricing is based on performing the work with VTC technicians or contracted services at VTC's choice. VTC's on site personnel are to have full and complete access to work on the equipment regardless of union contract rules.



The Commitment Company
ISO 9001

VIRGINIA TRANSFORMER CORP.

220 GLADE VIEW DRIVE • ROANOKE, VA 24012

PHONE 540-345-9892 • FAX 540-342-7694

www.vatransformer.com

VTC contracts with carriers to transport products from our factory to our customer's site. Transformers are delivered by truck to their final destination. Once the customer acknowledges our delivery plan, we begin acquiring a vehicle for the load requirement. Height and shipping weight of the transformer determine the truck capacity.

~~Three types of truck bed configurations are available:~~

- **Standard flat-bed** trucks have bed heights approximately 5 feet from the truck bed to the ground.
- **Single-drop** trucks have bed heights 3 to 4 feet from the truck bed to the ground and carry taller units.
- **Double-drop** trucks have bed heights 1.5 to 2 feet from the ground and carry our tallest units.
 - These trucks cannot travel certain roads due to clearance.

Transformer weight can require a truck to have more wheels and axles than the standard 18 wheel configuration. The ICC determines the maximum weight that can be legally transmitted to a truck's axle. An additional axle or two is often required to distribute the weight.

Trucking companies or their regulating agencies determine when a product can leave our factory:

- Availability of low-profile trucks may delay shipment. Delays of 2 or 3 days are common for a double-drop bed.
- ICC regulations govern when a heavy or tall load can be transported over the highways. Weight and height may restrict driving hours, and holiday weekends impose additional restrictions on heavy loads.
- States limit load size during wet periods that soften highway lanes. Construction can detour large loads, adding to transport time. State permits for heavy loads may take several days to clear licensing bureaus.

Parts trucks will not commit to direct delivery. These vehicles maximize loading by making accessory pickups and deliveries along their routes. Tarpaulin covers can be provided as a price adder for salt-laden winter highways.

Scheduling truck delivery

Transformers and their components will be carried to all designated ship-to address. After scheduling, VTC will advise customer of expected delivery date. VTC instructs carriers to call the customer as the unit approaches the delivery site (cell lines recommended)

Placing transformer at site

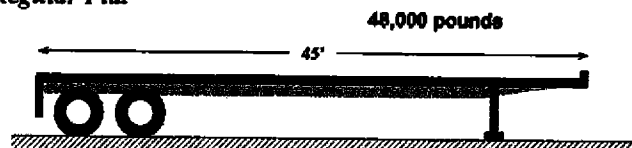
Site conditions must be such that an effective delivery can occur. Trucks must have a negotiable path to the transformer offload site, and the path must be in close proximity to the delivery site. The off-load area must accommodate the simultaneous presence of the truck and a large crane, allowing the crane access to both the transformer and the pad. Sufficient overhead clearance must allow the crane to lift

the transformer, convey it to the site, and set it in place without hesitation or risk of harm. VTC is neither responsible for costs at inadequately prepared sites, nor re-location of obstructions or site improvements to facilitate offloading. Obstructions to the delivery process will incur additional costs to the customer.

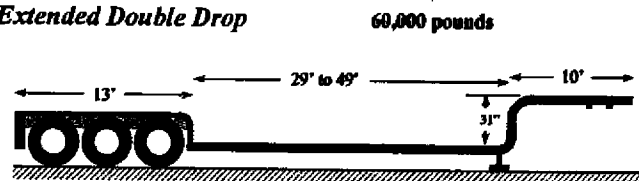
Dress out at site

VTC can provide an installation crew to install bushings, radiators, arrestors, and other ship-separate accessories, and oil filling for units shipped without oil (vacuum pump, oil pump, oil filter, and small crane). Oil will be delivered to site by tanker, and filling of the transformer will be made directly from the tank truck.

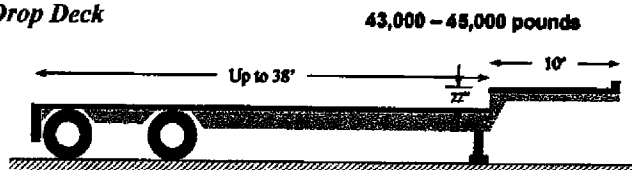
Regular Flat



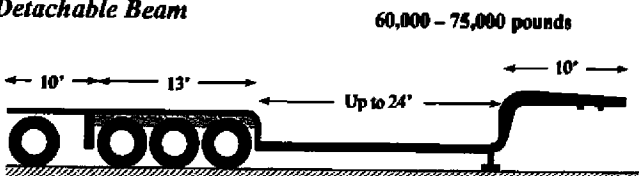
Extended Double Drop



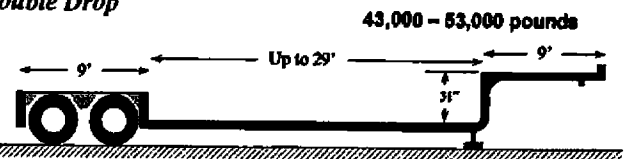
Drop Deck



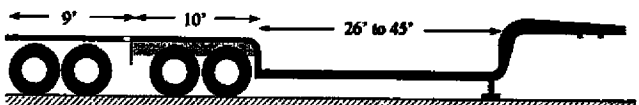
Detachable Beam



Double Drop



Each additional axle increases maximum load 20,000 pounds.





The Commitment Company
ISO 9001

VIRGINIA TRANSFORMER CORP.

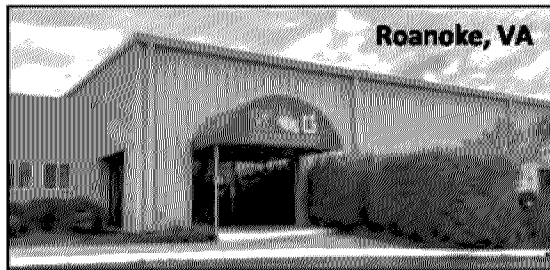
220 GLADE VIEW DRIVE • ROANOKE, VA 24012

PHONE 540-345-9892 • FAX 540-342-7694

www.vatransformer.com

HISTORY

Virginia Transformer Corp was established and incorporated in the Commonwealth of Virginia in 1971 to supply Power Transformers to the underground mining industry in the nearby Appalachian Mountains. Low profile construction, tough environmental conditions, and other non-standard specifications required for both Dry-type and Liquid-filled Power Transformers in this application started VTC down the road of custom transformer designs and manufacturing excellence.



Roanoke, VA

During the 70's, our customer base and product scope became more diversified, adding rectifier duty transformers and reactors for adjustable frequency drive and NEMA R19 extra heavy-duty traction applications. Most major urban transit systems today employ transformers built by Virginia Transformer Corp. Later in this decade, VTC also established a predominate reputation for retrofitting the PCB market.

Beginning in the 80's, our current President took the helm at Virginia Transformer Corp. Our product range was further expanded to include Industrial and Commercial Power Transformers for distribution applications, including those with automatic load tap changing requirements, and our trademarked fully encapsulated coil UNICLAD® transformer. This decade saw the beginnings of the truly phenomenal 10% - 30% annual growth of VTC, which has been further exceeded in recent years with a continuation of product line expansion into the larger voltage class II sizes of Power Transformers.

The 90's witnessed entry into the demanding Utility market, as customers sought to find additional suppliers for their requirements of high quality and lower cost units. During this decade VTC moved to a new facility and its current corporate headquarters – a custom designed facility for modern transformer manufacturing. Virginia Transformer Corp further expanded in 1995 by adding a second custom manufacturing facility in Chihuahua, Mexico. This modern state-of-the-art operation, designed from the ground up as a transformer plant, has been ISO certified from the beginning. Visiting customers have proclaimed it to be one of the finest facilities for manufacturing transformers in North America.

During the 21st century, Virginia Transformer Corp continued to grow, acquiring the U S Transformer West facility in Pocatello, Idaho in 2003 – providing yet another step toward world-class recognition. In addition to this facility building new Medium Voltage class Power Transformers, currently up to 100 MVA top rated at 161 kV, they also provide world-class reconditioning and repair services to both Utility and Industrial clients. Virginia Transformer Corp further expanded in 2013, adding a separate metal fabrication facility in Troutville, Virginia, 11 miles from its Roanoke location. This state of the art



P2 - Chihuahua, Mexico



facility handles tank fabrication, sand blasting, and paint process for the Roanoke plant. Additionally, the facility is equipped with a welding robot that delivers leak free welds. In 2014 VTC purchased a plant in Rincon, Georgia. This facility greatly boosted production and allowed for the creation of Large

Voltage class Power Transformers, currently up to 500 MVA and 525 kV with a total capacity of 24,000 MVA. These transformers have a 60-year service life. Finally, Virginia Transformer Corp opened its fifth facility in Chihuahua, Mexico in late 2022. This facility is near the original Chihuahua plant and manufactures pad-mounted transformers, integrated power modules (IPM's), and other transformers under the E2X brand for the company's end markets.

Today, VTC stands at the top as a worldwide presence in the Power Transformer Industry providing individualized solutions and custom designs with Dry-type and Liquid-filled transformers from its five manufacturing facilities in North America. All major components, core and coil assemblies, tanks, etc. are produced on-site with complete testing capabilities up to 950BIL for the complete range of Power Transformers – 300KVA to 300MVA, 230kV class for Utility, Industrial, Commercial, and Export markets. You won't find a more capable, full service company than Virginia Transformer Corp to meet your needs.

As we look forward to the next century, our focus on high quality, affordable, and best delivery of Power Transformers to meet the ever growing demand of our expanding client base drives and challenges Virginia Transformer Corp daily to provide the highest level of customer service and satisfaction. Although we, like everyone else, occasionally may have an issue with a transformer, VTC's commitment to respond rapidly and take responsibility will remain at the forefront of our obligations to clients.





CERTIFICATE OF APPROVAL

This is to Certify that the Quality Management System of:

Virginia Transformer Corporation

220 Glade View Drive

Roanoke, VA 24012, USA

(Page 1 of 3)

has been assessed and approved by Smithers Quality Assessments, Inc., to
the following Quality management system standards and requirements:

ISO 9001:2015 with Design

The Quality Management System is Applicable to:

**Design, Manufacture and Commercialization of Transformers and Associated Equipment and
Services for Electrical Power Systems.**

Approval Certificate Number: 21.204.1

Original Approval: July 25, 2021*

*Originally certified by another Certification Body.

Current Certificate: July 24, 2024

Certificate Expires: July 23, 2027



*The use of the accreditation mark indicates
accreditation in respect of those activities
covered by the above certificate number.*


on behalf of SQA - J. Michael Hochschwender, CEO

The approval is subject to the company maintaining its system to the required standards which will be monitored by
Smithers Quality Assessments, Inc., 121 S. Main St. Suite 300, Akron, Ohio, 44308, USA



APPENDIX A

TO THE REGISTRATION OF

REGISTRATION NO.: 21.204.1



Page 2 of 3

SMITHERS QUALITY ASSESSMENTS, INC.

Virginia Transformer Corporation, 220 Glade View Drive, Roanoke, VA 24012, USA
Scope of activities: Design, Manufacture and Commercialization of Transformers and Associated Equipment and Services for Electrical Power Systems.

The above site is certified by Smithers Quality Assessments, Inc. with regard to ISO 9001:2015 with Design. The following locations are included utilizing a Multi-Site (with Sampling) approach.

Location(s):

Virginia Transformer-Troutville, 100 Smorgon Way, Troutville, VA 24175, USA
Scope of activities: Manufacture and Commercialization of Transformers and Associated Equipment and Services for Electrical Power Systems. Includes Tank Fabrication.

Caravels, LLC dba Georgia Transformer Corp, 2769 Highway 21 South, Rincon, GA 31326, USA

Scope of activities: Manufacture and Commercialization of Transformers and Associated Equipment and Services for Electrical Power Systems.

VTC West S.A. de C.V., 3307 Av. Homero, Complejo Industrial Chihuahua, Chihuahua, Chih. 31136, Mexico

Scope of activities: Manufacture and Commercialization of Transformers and Associated Equipment.

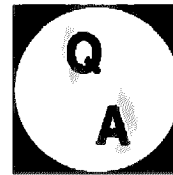
Applicable Standard: ISO 9001:2015 with Design

This appendix applies only to those sites listed above. As other sites are assessed and approved, or as sites already approved are removed from active services, this appendix will be amended to show the current status.

Sites not listed on this appendix shall not be viewed as approved.



APPENDIX A
TO THE REGISTRATION OF
REGISTRATION NO.: 21.204.1



Page 3 of 3

SMITHERS QUALITY ASSESSMENTS, INC.

VTCU Corp (a subsidiary of Virginia Transformer Corp) , 3770 Pole Line Road #37,
Pocatello, ID 83201, USA

Scope of activities: Manufacture, Sale Service and Repair of Transformers.

Applicable Standard: ISO 9001:2015 with Design

This appendix applies only to those sites listed above. As other sites are assessed and approved, or as sites already approved are removed from active services, this appendix will be amended to show the current status.

Sites not listed on this appendix shall not be viewed as approved.



THIS CERTIFIES THAT

Virginia Transformer Corp
dba VA Transformer



* Nationally certified by the: **CAROLINAS-VIRGINIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 335311

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

08/15/2024

Issued Date

CA01797

Certificate Number

10/31/2025

Expiration Date


Ying McGuire
NMSDC CEO and President


Dominique Milton, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: Jesse M. Hall Title: Sales Manager

Typed Name: Jesse Hall Company Name: Virginia Transformer Corp.

Phone No.: 540-492-1346 Fax No.: N/A

Email: Jesse_Hall2@vatransformer.com

Bid Address:	<u>220 Glade View Dr NE,</u>	<u>Roanoke,</u>	<u>VA</u>	<u>24012</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Order Address:	<u>220 Glade View Dr NE,</u>	<u>Roanoke,</u>	<u>VA</u>	<u>24012</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Remit Address:	<u>220 Glade View Dr NE,</u>	<u>Roanoke,</u>	<u>VA</u>	<u>24012</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Federal Tax ID No.: 54-0895926

DUNS No.: 05-584-7081

Date: 7/11/2025

END OF BID NO. 25-063

NO NOT MODIFY THIS FORM

EXHIBIT E
CONSTRUCTION SCHEDULE

The construction schedule begins with the notice to proceed on or about September 30, 2025.

Following this, the drawings will be completed within approximately 24 to 26 weeks, placing their delivery between March 17 and March 31, 2026.

Shipment of materials or equipment is scheduled to occur between 65 to 70 weeks from the completion of drawings, corresponding to a delivery window between June 2, 2027 and July 21, 2027.

This timeline allows sufficient time for design finalization, fabrication, and logistics planning.

EXHIBIT F
SCHEDULE OF VALUES

Payment Terms from page 102, shown below will serve as the schedule of values

PAYMENT TERMS: Terms are 30% with the Initial order, 30% upon Drawing Submission, net 30 days, and 40% at shipment, net 30 days, calculated from the date of invoice if credit arrangements have been approved, in advance by Seller, and these terms are included on the Seller's proposal. Otherwise, payment is required before shipment or delivery in a form and arrangement acceptable to Seller. In addition to any other rights or remedies available to Seller, failure to pay the amount(s) due within the time specified will result In a late charge of one and one half (1-1/2%) percent per month to Buyer's account until final payment. Payments shall not be contingent on end-user payment to Buyer and Seller reserves the right to refuse to fulfill all obligations (Including field service and voiding of warranty) if payment Is not received as due. In instances involving orders for more than one unit, the foregoing amounts will be billed and due for each unit. In instances where items are quoted by line item in the proposal, those will be billed, and payment will be due upon rendering of each item. The progress payment milestones set forth in this Agreement shall apply exclusively to the base value of the transformer. Any additional Items, Including but not limited to extended warranties, spare parts, estimate freight, estimated field services, or any other.

EXHIBIT G TARIFFS

1. Tariffs. The Parties agree to the following terms and conditions regarding import tariffs.

- a. Tariff Defined. For purposes of this Contract, “Tariff” means any new, increased, or modified import duty, tax, or levy imposed by the United States federal government under the Harmonized Tariff Schedule of the United States (HTSUS) after the effective date of this contract.
- b. Eligibility to Request Price Adjustment. If Tariffs change during the term of this Contract and directly impact the cost of products, goods, materials, or a clearly defined component part thereof required for performance of this contract, the Contractor may request a price adjustment if the net change in cost attributable solely to such Tariff change exceeds two percent (2%) of the material impacted. The Contractor is limited to one price adjustment per quarter.
- c. Contractor’s Request for Price Adjustment. If the Contractor is requesting a price adjustment, it must submit (1) a written request to the City and (2) evidence of: (i) the unit price paid by Contractor as of the date of award for the good or raw material used to furnish the goods to the City under this Contract, (ii) the applicability of the Tariff to the specific good or raw material, and (iii) Contractor’s payment of the increased Tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient to allow the City to verify that the Tariff is the direct cause of the price change. The City may request, and the Contractor shall provide, additional documentation reasonably necessary to verify the Contractor’s request, including, but not limited to, an official final copy of the paid Entry Summary filed with United States Custom and Border Protection (CBP), (CBP Form 7501).
- d. Calculation of Price Adjustments, Increased. If approved by the City, the amount of any adjustment shall equal the difference between the actual material cost incurred and 102% of the baseline cost. Adjustments shall be limited to the affected materials and shall not exceed fifteen percent (15%) of the initial contract price.
- e. Calculation of Price Adjustments, Decreased. If the Tariff is repealed or reduced prior to termination of this Contract, the increase in the City’s Contract price shall be reduced by the same amount and adjusted accordingly within ten (10) business days.

September 11, 2025

Item No. 7.9.

Purchase of Single Phase & Three Phase Transformers for Electric Warehouse Inventory

Sponsor: Glenn Gavit

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on bid awards to KBS Electrical Distributors for \$1,342,774 and Intellogic Engineering, Inc. for \$16,200 for the purchase of Single Phase and Three Phase Electric Transformers for Electric Warehouse Inventory. Total awards not to exceed \$1,358,974.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends awarding these purchases to KBS Electrical Distributors in the amount of \$1,342,774 and Intellogic Engineering, Inc. in the amount of \$16,200. Size and quantity details for awarded units are attached. This purchase aligns with projections for upcoming projects and historical years' activity for Electric warehouse needs.

Summary: Bid #25-083 was issued on June 27, 2025, for Electric Single Phase and Three Phase Transformers and the Bid was opened on July 17, 2025. Eighteen (18) sealed proposals were received and were reviewed by Electric Staff to ensure compliance with required specifications, pricing, and lead times. KBS Electrical Distributors and Intellogic Engineering, Inc. were awarded based upon meeting College Station Utility specifications, pricing, and delivery dates.

Upon Council approval, staff will issue purchase orders to KBS Electrical Distributors and Intellogic Engineering, Inc. for these one-time purchases.

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

Attachments:

1. 25-083 Bid Award - Warehouse Transformers

Purchase of Single Phase Pole Mount, Single Phase Pad Mount and Three Phase Pad Mount Transformers

ITB 25-083

July 17, 2025 @ 2:00 P.M.

BID UNITS ELIMINATED			1PH = Single Phase	OH = Overhead
Vendor	Transformer Type Eliminated	Reason	3PH = Three Phase	URD = Underground/Padmount
Sunbet Solomon Services, LLC	1PH OH	REFURB UNITS AND MILD STEEL		
Anixter	1PH OH, 1PH URD, 3PH URD (ALL)	POOR PAST PERFORMANCE, MULTIPLE ORDERS WERE DROPPED		
Intellogic Engineering, Inc.	1PH URD, 3PH URD	URD DO NOT MEET SPEC; SINGLE PHASE PAD EXCEEDS SIZE CONSTRAINTS; THREE PHASE HAS UNACCEPTABLE LOADBREAK SWITCH		
Texas Meter & Device Co.	3PH URD	THREE PHASE DOES NOT MEET SPEC; LID DOES NOT OPEN		
United TRS Electric, Inc.	3PH URD	THREE PHASE HAS UNACCEPTABLE LOADBREAK SWITCH		
Technology International, Inc.	1PH OH, 1PH URD, 3PH URD (ALL)	QUOTED AS LUMP SUM CONTRACT ONLY		
ECB Solutions, LLC	1PH OH, 1PH URD, 3PH URD (ALL)	DOES NOT MEET SPEC, LID DOES NOT OPEN		
MVA Power	1PH OH, 1PH URD, 3PH URD (ALL)	INCOMPLETE SPECS, DRAWINGS NOT PROVIDED		
Cavalry Energy, LLC	1PH OH, 1PH URD, 3PH URD (ALL)	INCOMPLETE BID; NO LOAD LOSS, LOAD LOSS, IMPEDENCE, AND LEAD TIMES OMITTED		
American Made Solutions, LLC	1PH OH, 1PH URD, 3PH URD (ALL)	TRANSFORMERS FROM CHINA		

		Vendor	Price*	Lead Time	Extended Price	*Pricing only for units that meet CSU specs.
285-086-00008	25 KVA OH 1P 120/240 7200 2 BUSH TRANSFORMER	10	KBS	\$ 1,607.00	12 \$ 16,070.00	Winning Bids in Green
			Intellogic Engineering	\$ 1,844.00	20 \$ 18,440.00	
			Alamo Transformer	\$ 2,053.00	16 \$ 20,530.00	
			PMN	\$ 2,319.00	14 \$ 23,190.00	
			Texas Meter & Device	\$ 2,441.00	18 \$ 24,410.00	
			Techline Howard	\$ 2,555.00	12 \$ 25,550.00	
			United TRS Electric	\$ 2,956.40	11 \$ 29,564.00	
			Amrocor	\$ 5,999.00	24 \$ 59,990.00	
			Larson Electronics	\$ 11,633.57	22 \$ 116,335.70	
285-086-00011	37.5 KVA OH 1P 120/240 7200 2 BUSH TRANSFORMER	15	KBS	\$ 1,947.00	12 \$ 29,205.00	
			Intellogic Engineering	\$ 2,440.00	20 \$ 36,600.00	
			Alamo Transformer	\$ 2,560.00	16 \$ 38,400.00	
			PMN	\$ 2,596.00	14 \$ 38,940.00	
			Texas Meter & Device	\$ 2,877.00	18 \$ 43,155.00	
			United TRS Electric	\$ 3,313.94	11 \$ 49,709.10	
			Techline Howard	\$ 3,315.00	12 \$ 49,725.00	
			Amrocor	\$ 6,500.00	24 \$ 97,500.00	
			Larson Electronics	\$ 13,662.90	22 \$ 204,943.50	
285-086-00015	75 KVA OH 1P 120/240 7200 2 BUSH TRANSFORMER	5	Intellogic Engineering	\$ 3,240.00	20 \$ 16,200.00	
			KBS	\$ 3,292.00	12 \$ 16,460.00	
			Alamo Transformer	\$ 3,436.00	16 \$ 17,180.00	
			PMN	\$ 3,556.00	14 \$ 17,780.00	
			Texas Meter & Device	\$ 4,204.00	18 \$ 21,020.00	
			United TRS Electric	\$ 4,405.20	11 \$ 22,026.00	
			Techline Howard	\$ 7,265.00	30 \$ 36,325.00	
			Amrocor	\$ 9,999.00	24 \$ 49,995.00	
			Larson Electronics	\$ 18,328.55	22 \$ 91,642.75	

TOTAL AWARD		
KBS	\$	1,342,774.00
Intellogic Engineering	\$	16,200.00
	\$	1,358,974.00

			Vendor	Price*	Lead Time	Extended Price	*Pricing only for units that meet CSU specs.
285-086-00017	167 KVA OH 1P 120/240 7200 2 BUSH TRANSFORMER	2	KBS	\$ 6,150.00	30	\$ 12,300.00	
			United TRS Electric	\$ 6,605.72	11	\$ 13,211.44	
			Texas Meter & Device	\$ 6,801.00	18	\$ 13,602.00	
			Intellogic Engineering	\$ 6,844.00	20	\$ 13,688.00	
			Alamo Transformer	\$ 6,887.00	16	\$ 13,774.00	
			PMN	\$ 7,541.00	18	\$ 15,082.00	
			Techline Howard	\$ 14,721.00	30	\$ 29,442.00	
			Amrocor	\$ 15,000.00	24	\$ 30,000.00	
			Larson Electronics	\$ 25,263.80	22	\$ 50,527.60	
285-086-00028	167 kVA OH transformer 277/480	2	KBS	\$ 5,199.00	30	\$ 10,398.00	
			United TRS Electric	\$ 6,605.72	11	\$ 13,211.44	
			Intellogic Engineering	\$ 6,644.00	20	\$ 13,288.00	
			Texas Meter & Device	\$ 6,827.00	18	\$ 13,654.00	
			Alamo Transformer	\$ 7,609.00	16	\$ 15,218.00	
			PMN	\$ 7,718.00	18	\$ 15,436.00	
			Techline Howard	\$ 12,900.00	30	\$ 25,800.00	
			Amrocor	\$ 14,800.00	24	\$ 29,600.00	
			Larson Electronics	\$ 25,263.80	22	\$ 50,527.60	
285-086-00031	25 KVA PAD 1P 240/120 7200 TRANSFORMER	25	KBS	\$ 3,372.00	12	\$ 84,300.00	
			PMN	\$ 4,033.00	16	\$ 100,825.00	
			United TRS Electric	\$ 4,117.23	11	\$ 102,930.75	
			Techline Howard	\$ 5,291.00	52	\$ 132,275.00	
			Alamo Transformer	\$ 5,666.00	16	\$ 141,650.00	
			Blackstar Diversified	\$ 5,947.83	26	\$ 148,695.75	
			Texas Meter & Device	\$ 7,167.00	30	\$ 179,175.00	
			Amrocor	\$ 7,999.00	24	\$ 199,975.00	
			Larson Electronics	\$ 17,680.14	22	\$ 442,003.50	
285-086-00059	37.5 KVA PAD 1P 240/120 7200 TRANSFORMER	25	KBS	\$ 3,689.00	12	\$ 92,225.00	
			United TRS Electric	\$ 4,269.82	11	\$ 106,745.50	
			PMN	\$ 4,330.00	16	\$ 108,250.00	
			Techline Howard	\$ 6,089.00	52	\$ 152,225.00	
			Alamo Transformer	\$ 6,089.00	16	\$ 152,225.00	
			Blackstar Diversified	\$ 6,516.30	26	\$ 162,907.50	
			Texas Meter & Device	\$ 7,917.00	30	\$ 197,925.00	
			Amrocor	\$ 8,500.00	24	\$ 212,500.00	
			Larson Electronics	\$ 26,207.64	22	\$ 655,191.00	
285-086-00032	50 KVA PAD 1P 240/120 7200 TRANSFORMER	15	KBS	\$ 4,188.00	12	\$ 62,820.00	
			PMN	\$ 4,619.00	16	\$ 69,285.00	
			United TRS Electric	\$ 4,621.00	11	\$ 69,315.00	
			Alamo Transformer	\$ 6,458.00	16	\$ 96,870.00	
			Techline Howard	\$ 6,880.00	52	\$ 103,200.00	
			Blackstar Diversified	\$ 7,183.70	26	\$ 107,755.50	
			Texas Meter & Device	\$ 8,542.00	30	\$ 128,130.00	
			Amrocor	\$ 9,000.00	24	\$ 135,000.00	
			Larson Electronics	\$ 30,350.93	22	\$ 455,263.95	
285-086-00033	75 KVA PAD 1P 240/120 7200 TRANSFORMER	25	KBS	\$ 4,479.00	30	\$ 111,975.00	
			United TRS Electric	\$ 5,226.00	11	\$ 130,650.00	
			PMN	\$ 5,556.00	16	\$ 138,900.00	
			Alamo Transformer	\$ 7,270.00	16	\$ 181,750.00	
			Blackstar Diversified	\$ 8,382.61	26	\$ 209,565.25	
			Techline Howard	\$ 8,750.00	52	\$ 218,750.00	
			Texas Meter & Device	\$ 9,618.00	30	\$ 240,450.00	

			Vendor	Price*	Lead Time	Extended Price	*Pricing only for units that meet CSU specs.
			Amrocor	\$ 10,400.00	24	\$ 260,000.00	
			Larson Electronics	\$ 37,745.51	22	\$ 943,637.75	
285-086-00034	100 KVA PAD 1P 240/120 7200 TRANSFORMER	20	KBS	\$ 4,998.00	30	\$ 99,960.00	
			PMN	\$ 5,827.00	16	\$ 116,540.00	
			United TRS Electric	\$ 7,424.08	11	\$ 148,481.60	
			Alamo Transformer	\$ 8,793.00	16	\$ 175,860.00	
			Blackstar Diversified	\$ 10,192.39	26	\$ 203,847.80	
			Techline Howard	\$ 10,565.00	52	\$ 211,300.00	
			Texas Meter & Device	\$ 10,993.00	30	\$ 219,860.00	
			Amrocor	\$ 12,500.00	24	\$ 250,000.00	
			Larson Electronics	\$ 44,824.24	22	\$ 896,484.80	
285-086-00035	167 KVA PAD 1P 240/120 7200 TRANSFORMER	15	KBS	\$ 6,494.00	30	\$ 97,410.00	
			United TRS Electric	\$ 8,202.50	11	\$ 123,037.50	
			PMN	\$ 10,222.00	18	\$ 153,330.00	
			Alamo Transformer	\$ 11,400.00	16	\$ 171,000.00	
			Blackstar Diversified	\$ 12,790.22	26	\$ 191,853.30	
			Texas Meter & Device	\$ 13,394.00	30	\$ 200,910.00	
			Amrocor	\$ 15,100.00	24	\$ 226,500.00	
			Techline Howard	\$ 15,120.00	52	\$ 226,800.00	
			Larson Electronics	\$ 51,023.08	22	\$ 765,346.20	
285-086-00037	75 KVA PAD 3P 208/120 7200 TRANSFORMER	2	KBS	\$ 14,179.00	20	\$ 28,358.00	
			Alamo Transformer	\$ 18,424.00	18	\$ 36,848.00	
			PMN	\$ 22,953.00	40	\$ 45,906.00	
			EHV Solutions	\$ 23,404.00	30	\$ 46,808.00	
			Techline Howard	\$ 25,650.00	26	\$ 51,300.00	
			Texas Meter & Device	\$ 26,907.00	30	\$ 53,814.00	
			Blackstar Diversified	\$ 29,109.78	26	\$ 58,219.56	
			Larson Electronics	\$ 31,224.63	22	\$ 62,449.26	
			Amrocor	\$ 32,000.00	24	\$ 64,000.00	
285-086-00043	750 KVA PAD 3P 208/120 7200 TRANSFORMER	4	KBS	\$ 42,089.00	39	\$ 168,356.00	
			Alamo Transformer	\$ 46,910.00	18	\$ 187,640.00	
			Amrocor	\$ 50,000.00	24	\$ 200,000.00	
			Texas Meter & Device	\$ 52,046.00	30	\$ 208,184.00	
			Blackstar Diversified	\$ 58,171.74	26	\$ 232,686.96	
			EHV Solutions	\$ 65,541.00	46	\$ 262,164.00	
			PMN	\$ 79,257.00	40	\$ 317,028.00	
			Techline Howard	\$ 104,000.00	38	\$ 416,000.00	
			Larson Electronics	\$ 160,654.31	22	\$ 642,617.24	
285-086-00044	1000 KVA PAD 3P 208/120 7200 TRANSFORMER	3	KBS	\$ 49,095.00	39	\$ 147,285.00	
			Alamo Transformer	\$ 52,727.00	18	\$ 158,181.00	
			Texas Meter & Device	\$ 56,151.00	30	\$ 168,453.00	
			Blackstar Diversified	\$ 68,498.91	26	\$ 205,496.73	
			Amrocor	\$ 69,999.00	24	\$ 209,997.00	
			EHV Solutions	\$ 81,573.00	46	\$ 244,719.00	
			PMN	\$ 81,748.00	40	\$ 245,244.00	
			Techline Howard	\$ 134,480.00	38	\$ 403,440.00	
			Larson Electronics	\$ 190,772.08	22	\$ 572,316.24	

			Vendor	Price*	Lead Time	Extended Price	*Pricing only for units that meet CSU specs.
285-086-00047	225 KVA PAD 3P 480/277 7200 TRANSFORMER	8	KBS	\$ 18,372.00	20	\$ 146,976.00	
			Alamo Transformer	\$ 24,099.00	18	\$ 192,792.00	
			EHV Solutions	\$ 27,052.00	30	\$ 216,416.00	
			PMN	\$ 28,240.00	40	\$ 225,920.00	
			Texas Meter & Device	\$ 32,807.00	30	\$ 262,456.00	
			Techline Howard	\$ 33,036.00	26	\$ 264,288.00	
			Blackstar Diversified	\$ 35,298.91	26	\$ 282,391.28	
			Amrocor	\$ 37,999.00	24	\$ 303,992.00	
285-086-00050	750 KVA PAD 3P 480/277 7200 TRANSFORMER	1	Larson Electronics	\$ 82,950.90	22	\$ 663,607.20	
			KBS	\$ 38,907.00	39	\$ 38,907.00	
			Alamo Transformer	\$ 46,266.00	18	\$ 46,266.00	
			Texas Meter & Device	\$ 51,277.00	30	\$ 51,277.00	
			EHV Solutions	\$ 53,645.00	30	\$ 53,645.00	
			Blackstar Diversified	\$ 55,022.83	26	\$ 55,022.83	
			Amrocor	\$ 59,999.00	24	\$ 59,999.00	
			PMN	\$ 60,757.00	40	\$ 60,757.00	
285-086-00051	1000 KVA PAD 3P 480/277 7200 TRANSFORMER	1	Techline Howard	\$ 84,100.00	38	\$ 84,100.00	
			Larson Electronics	\$ 160,654.31	22	\$ 160,654.31	
			KBS	\$ 43,845.00	39	\$ 43,845.00	
			Texas Meter & Device	\$ 55,124.00	30	\$ 55,124.00	
			Alamo Transformer	\$ 55,715.00	18	\$ 55,715.00	
			Blackstar Diversified	\$ 64,803.26	26	\$ 64,803.26	
			EHV Solutions	\$ 66,305.00	46	\$ 66,305.00	
			PMN	\$ 66,895.00	40	\$ 66,895.00	
285-086-00052	1500 KVA PAD 3P 480/277 7200 TRANSFORMER	1	Amrocor	\$ 67,999.00	24	\$ 67,999.00	
			Techline Howard	\$ 109,805.00	38	\$ 109,805.00	
			Larson Electronics	\$ 190,772.08	22	\$ 190,772.08	
			KBS	\$ 63,292.00	39	\$ 63,292.00	
			Texas Meter & Device	\$ 65,129.00	30	\$ 65,129.00	
			Alamo Transformer	\$ 73,382.00	18	\$ 73,382.00	
			Blackstar Diversified	\$ 78,286.96	26	\$ 78,286.96	
			EHV Solutions	\$ 91,894.00	46	\$ 91,894.00	
285-086-00053	2000 KVA PAD 3P 480/277 7200 TRANSFORMER	1	Amrocor	\$ 100,000.00	24	\$ 100,000.00	
			PMN	\$ 111,132.00	40	\$ 111,132.00	
			Techline Howard	\$ 142,070.00	38	\$ 142,070.00	
			Larson Electronics	\$ 223,442.60	22	\$ 223,442.60	
			KBS	\$ 89,092.00	20	\$ 89,092.00	
			Alamo Transformer	\$ 90,563.00	18	\$ 90,563.00	
			Blackstar Diversified	\$ 98,093.48	26	\$ 98,093.48	
			EHV Solutions	\$ 111,354.00	46	\$ 111,354.00	
			Amrocor	\$ 125,000.00	24	\$ 125,000.00	
			PMN	\$ 134,200.00	40	\$ 134,200.00	
			Techline Howard	\$ 183,851.00	38	\$ 183,851.00	
			Larson Electronics	\$ 302,344.56	22	\$ 302,344.56	

September 11, 2025

Item No. 7.10.

Signal Interconnect Agreement with Union Pacific Railroad Company for FM 2154 and John Kimbrough

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a signal interconnect agreement with Union Pacific Railroad Company for the FM 2154 and John Kimbrough traffic signal.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the interconnect agreement.

Summary: Starting in 2019, Texas A&M University (TAMU) has been pursuing Quiet Zone designations for several Union Pacific (UP) railroad crossings located on campus. To implement Quiet Zones, road owners must meet safety improvement requirements set by the Federal Railroad Administration by constructing modifications to reduce train vehicle conflicts that will reduce risk to rail crossings, including the additional risk of the absence of train horns. The crossings proposed for the designation are at F&B Road, Old Main, and John Kimbrough all along FM 2154 (Wellborn Road). Due to construction of the interchange at George Bush Drive and Wellborn Road, a quiet zone designation at this intersection is not being pursued at this time.

Improvements to each rail crossing include an additional circuit that connects from the traffic signal adjacent to the crossing to the railroad signal cabinet located within the railroad right of way. Since the traffic signals at two of the crossings are owned and maintained by the City of College Station, UP is requiring a signal interconnect agreement.

TAMU will be funding and overseeing all improvements needed at the crossings, including the installation of the circuit that connects the traffic signal to the railroad. UP will handle programming the signal to properly coordinate with the railroad crossing. Other than staff time to assist when the connection to the signal is made, there is no cost to the city. This agreement requires no work or reimbursement from the City by UP.

Once the agreements with UP have been executed by the City and TAMU has executed Public Highway At-Grade Crossing Agreements for all crossings (currently in progress), it will take at least a six-month lead time for materials with an additional eight to twelve months to schedule the work.

Budget & Financial Summary: There is no cost associated with this signal interconnect agreement.

Attachments:

1. 0781939 Signal Interconnect Agreement (John Kimbrough Blvd) DOT 743212F College Station TX

AUTHORIZATION AND REIMBURSEMENT AGREEMENT PUBLIC ROAD CROSSING IMPROVEMENTS - SIGNAL INTERCONNECT

THIS AUTHORIZATION AND REIMBURSEMENT AGREEMENT (this "**Agreement**") is made and entered into as of _____ ("**Effective Date**"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**Railroad**"), and the CITY OF COLLEGE STATION to be addressed at 300 Krenek Tap Road, College Station, Texas 77842 ("**Agency**").

RECITALS

In accordance with the terms and conditions of this Agreement, Agency and Railroad desire to improve the existing, at-grade crossing area (the "**Project**") along, over and across Railroad's track and right of way, as such crossing area is more particularly described on Exhibit A attached hereto (the "**Crossing Area**").

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad agrees to perform (or cause to be performed) the Project work described on Exhibit B and, to the extent that the Project includes signal improvement work, Exhibit B-1 attached hereto (collectively, the "**Railroad Work**").
2. To the extent that the Project includes (a) the interconnection of Railroad's grade crossing warning devices with Agency's highway traffic control signals and (b) coordinating the operation of such signals (collectively, the "**Signal Interconnect Work**"), such interconnection and coordination work shall be performed pursuant to the terms set forth in Exhibit C.
3. If Agency will be performing any Project work, such work is described on Exhibit B attached hereto ("**Agency Work**"). Agency shall perform the Agency Work, if any, at its sole cost, and Railroad consents to Agency (or any contractor or other agent hired by Agency) performing the Agency Work within the Crossing Area, subject to complying with the terms and conditions of this Agreement. Agency shall be responsible for the safe conduct and adequate policing and supervision of the Agency Work, and Agency acknowledges and agrees that the Agency Work shall be performed so as to not obstruct, endanger, interfere with, hinder or delay maintenance or operation of Railroad's track or facilities, any communication or signal lines, installations or any appurtenances thereof or the operations of others lawfully occupying or using Railroad's property or facilities. Railroad's consent shall not be deemed to grant Agency (or any contractor or other agent hired by Agency) any property interest in the Crossing Area or other Railroad property.
4. If Agency hires a contractor or other agent to perform the Agency Work, Agency shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement ("**CROE Agreement**") and to comply with the requirements set forth therein. If Agency performs the Agency Work, Agency shall comply with the safety standards set forth in the CROE Agreement.

5. No work of any kind shall be performed, and no person, equipment, machinery, tools, materials, vehicles or other items shall be located, operated, placed or stored within twenty-five (25) feet of any track at any time for any reason except as otherwise provided herein. Prior to commencing any Agency Work within the Crossing Area, and if the performance of any Agency Work requires any person or equipment to be within twenty-five (25) feet of any track, Agency shall provide Railroad at least thirty (30) working days advance notice of the performance of such proposed work, and upon Railroad's receipt of such notice, Railroad will determine and inform Agency whether a flagman need to be present or whether Agency needs to implement any special protective or safety measures. In the event that flagging or other special protection or safety measures are required to be performed in connection with the Railroad Work specifically or the Project generally, and regardless if the costs for such measures are included in the Estimate, Agency shall be responsible for such costs incurred in connection therewith in an amount proportionate to Agency's share of actual costs for the Railroad Work, as such percentage is more particularly set forth in the Estimate. As an example and for purposes of clarification only, if Agency is responsible for one hundred percent (100%) of actual costs for the Railroad Work as set forth in the Estimate, then Agency would be responsible for one hundred percent (100%) of the costs for flagging or any other special protection or safety measures.
6. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to commencing any Agency Work, Agency shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used in connection with the Agency Work. If fiber optic cable is present, Agency will telephone (or will cause its contractor or agent to coordinate) the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable. Agency and/or its contractors or agents, as applicable, shall not commence any Agency Work until the process set forth in this Section has been completed.
7. Agency, for itself and for its successors and assigns, hereby waives any right of assessment against Railroad, as an adjacent property owner, for any and all improvements made under this Agreement.
8. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
9. This Agreement sets forth the entire agreement between the parties regarding the Project and the installation and maintenance of the Project improvements within the Crossing Area. To the extent that any terms or provisions of this Agreement regarding the installation and maintenance of such Project improvements are inconsistent with the terms or provisions set forth in any existing agreement affecting the Crossing Area, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

10. Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Crossing Area shall not commence until Railroad and Agency agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF COLLEGE STATION

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Erik Lewis

Printed Name

Title

Manager I, Industry & Public Projects

Title

Exhibit A

Description of Crossing Area

John Kimbrough Boulevard Public At-Grade Crossing
(DOT No. 743212F)
Mile Post 73.10 – Navasota Subdivision
College Station, Brazos County, State of Texas

Exhibit B

Scope of Work

Railroad Work:

- Modify active warning traffic control equipment.
- Advanced traffic signal preemption.
- Construction Coordination.
- Preemption Cutover.

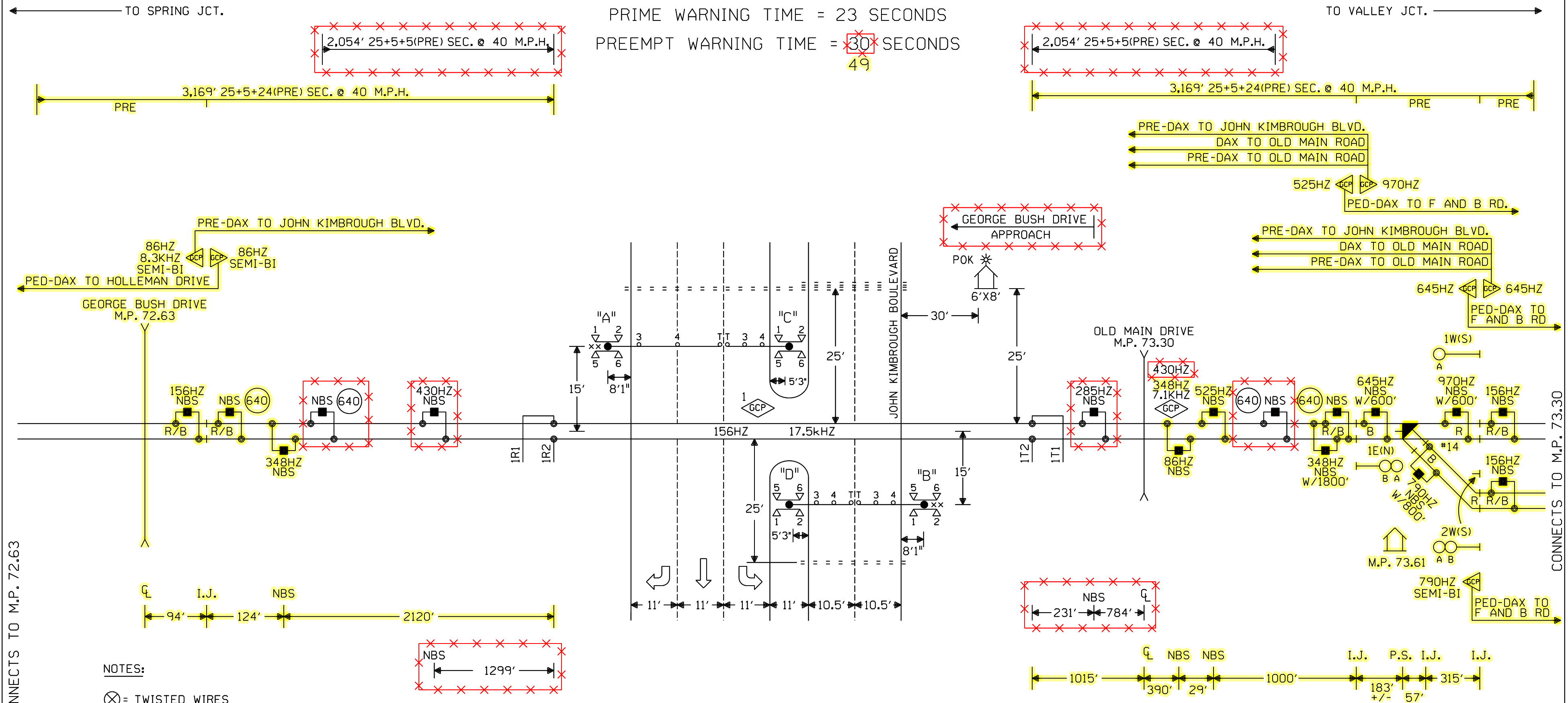
Agency Work:

- None.

Exhibit B-1

Signal Front Sheet

(See attached)



NOTES:

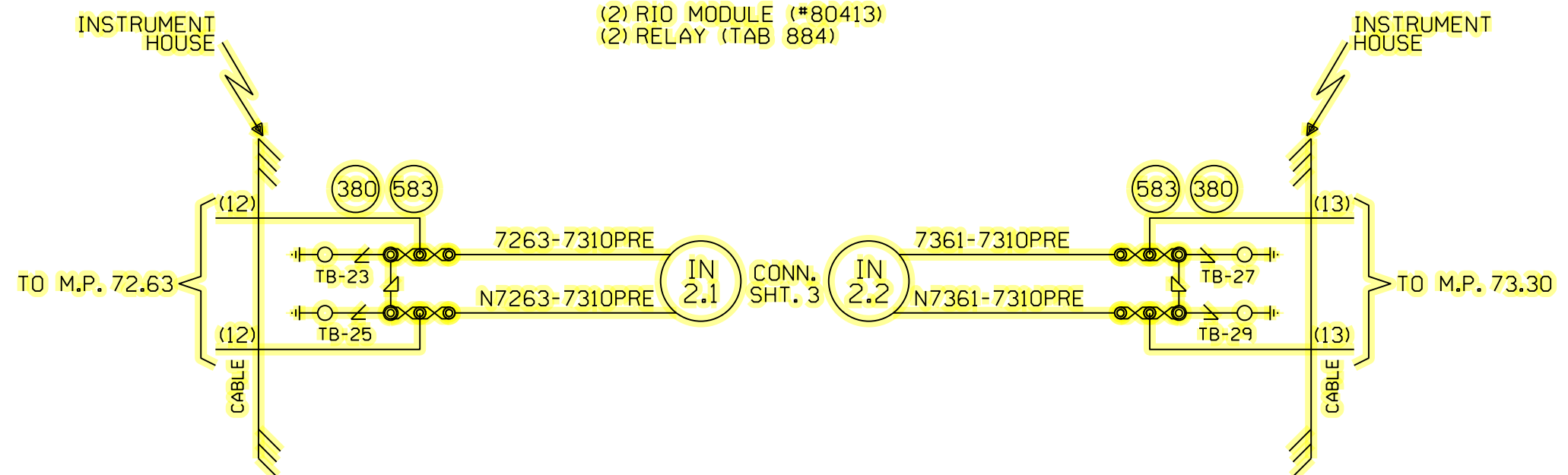
- ⊗ = TWISTED WIRES
INSULATED 1 TWIST PER FT.
ALL TRACK WIRES 2C. #6
- TRANSMITTER AND RECEIVER LEADS
TO BE SEPARATED BY AT LEAST 12" IN TRENCH,
LENGTHS SHOULD NOT EXCEED MANUFACTURER'S
RECOMMENDATION.
- TOP OF FOUNDATION TO BE AT SAME ELEVATION
AS THE SURFACE OF THE TRAVELED WAY & NO
MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.
- ALL BUNGALOW WIRING TO BE #16 AWG FLEX
UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND
WIRE TO BE #6 AWG FLEX OR LARGER.
- ALL WIRING IN GATE MECHANISM TO BE #10 "AWG FLEX".
REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.
- PORTABLE GENERATOR EXTENSION CORD
FOR 240V TO 240V IS PROVIDED AS WELL
AS A 120V TO 240V ADAPTER.
- ALL LIGHTS TO BE 12" ROUNDELS.
- ===== 4" X 160' CONDUIT
- LIGHTS: LED LIGHTS
- xx = BELL
- TRK 1 ISLAND DISTANCE 166' MINIMUM 120' REQUIRED

PREFERRED ISLAND WIRE CONNECTIONS
ARE A MINIMUM 50' FROM EDGE OF ROAD

W(S) ← ○ → E(N)

CONSTRUCTION NOTES:

- THIS PROJECT IS TO BE INSTALLED IN
CONJUNCTION WITH WO 68133, 68134 AND 68135.
- ORDER AND INSTALL THE FOLLOWING AT M.P. 73.10.
(2) RIO MODULE (*80413)
(2) RELAY (TAB 884)

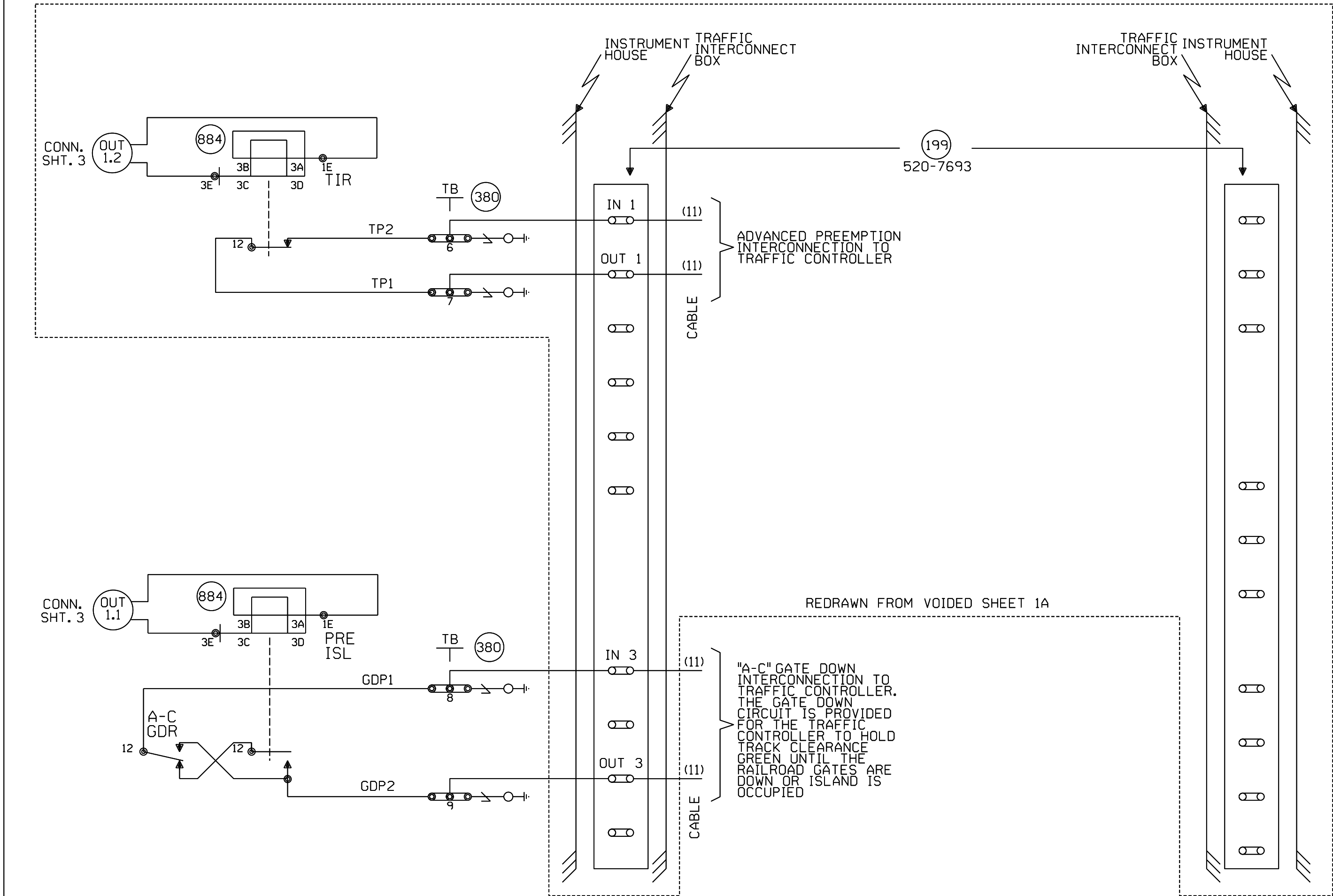


CABLE TABULATION

CABLE NO. 12 7C*14 U.G.B.T. HOUSE TO M.P. 72.63
CABLE NO. 13 7C*14 U.G.B.T. HOUSE TO M.P. 73.30

— = IN
xxx = OUT

			Designed: 08/04/23 UPGRADE JOHN KIMBROUGH BLVD., MP. 73.10 PER TEXAS A&M UNIVERSITY QUIET ZONE CORRIDOR PROJECT MP 72.63 TO MP 74.38 Rec*: 305032 WO*: 68132 IS: 05/17/23 /AJA /OLS/ANM	Revised: 05/22/23 APPROACHES ADJUSTED FOR CITY ORDINANCE HEAD END SPEED RESTRICTION. M.P. 71.95 TO 75.50. Rec*: 305032 WO*: 59551 IS: 05/17/23 /AJA CRB/OLS/OLS/ANM	Revised: 05/22/23 INSTALL ISLAND GATES AND A NEW CABIN AT JOHN KIMBROUGH BLVD M.P. 73.10 Rec*: 305032 WO*: 59551 IS: 05/17/23 /NDR CRB/OLS/OLS/KPM	MODIFICATION LEVEL <table><tr><td>Q. A. LAST LEVEL CHECKED</td><td>DW</td></tr><tr><td>LAST LEVEL MOD THIS TYPICAL</td><td>DW</td></tr><tr><td>LAST LEVEL BY DESIGNER</td><td>DW</td></tr><tr><td>CHANGED FROM TYPICAL?</td><td>Y</td></tr></table>	Q. A. LAST LEVEL CHECKED	DW	LAST LEVEL MOD THIS TYPICAL	DW	LAST LEVEL BY DESIGNER	DW	CHANGED FROM TYPICAL?	Y	CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN	Date: 04/19/21 Des: OLS Chk: NDR AFE: 59551	UNION PACIFIC RAILROAD COLLEGE STATION, TEXAS JOHN KIMBROUGH BLVD NAVASOTA SUBDIVISION Office of Sr AVP Engineering - Signal/TCO Omaha, Nebraska	Sh.: 1 DOT 743212F MP: 73.10 ID: 05367310.1X
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REDRAWN FROM VOIDED SHEET 1A
CABLE TABULATION
CABLE NO. 11 U.G.B.T. HOUSE TO TRAFFIC CONTROLLER

NEW SHEET

					Designed: 08/04/23 UPGRADE JOHN KIMBROUGH BLVD., MP. 73.10 PER TEXAS A&M UNIVERSITY QUIET ZONE CORRIDOR PROJECT MP 72.63 TO MP 74.38 Rec'd: 08/04/23 IS: 08/04/23 W0: 68132 /AJA /OLS/ANM	MODIFICATION LEVEL		CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN	Date: 08/04/23	UNION PACIFIC RAILROAD COLLEGE STATION, TEXAS JOHN KIMBROUGH BLVD NAVASOTA SUBDIVISION Office of Sr AVP Engineering - Signal/TCO Omaha, Nebraska	Sh.: 1A
						O. A. LAST LEVEL CHECKED	DW		Des: OLS		DOT 743212F
						LAST LEVEL MOD THIS TYPICAL	DW		Chk: AJA		MP: 73.10
						LAST LEVEL BY DESIGNER	DW		AFE: 68132		ID: 05367310.1AX
						CHANGED FROM TYPICAL?	Y				
						REV 05/16/23 4K, PREEMPT, 1AX					

Exhibit C

Signal Interconnect Work Terms

1. Plans. Agency, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Signal Interconnect Work and submit such plans and specifications to Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include, as applicable, traffic signal timing and wiring diagram for the traffic controller unit, the installation method for any work that involves boring under the track, and specifications for underground wireline facilities crossing Railroad tracks and right-of-way. Agency agrees to provide the traffic signal timing and wiring diagram for the traffic controller unit to Railroad at least two (2) months prior to the traffic signal controller bench testing and/or four (4) months prior to the proposed cutover with Railroad. The final one hundred percent (100%) completed plans for the Signal Interconnect Work that are approved in writing by Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to collectively as the "**Plans**" and specifically include the signal design schematic marked Exhibit C-1 (the "**Designs**") and the under-track boring drawing marked Exhibit C-2 (the "**Standard Drawing**"), with both exhibits being attached hereto. No changes in the Plans shall be made unless Railroad has consented to such changes in writing. Railroad's review and approval of the Plans will in no way relieve Agency (or any contractor or other agent hired by Agency) from its responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by Agency (or any contractor or other agent hired by Agency) on the Plans is at the risk of Agency (or any contractor or other agent hired by Agency).

2. Condition Precedent to Performance of Agency Work. Prior to commencement of the portion of the Agency Work related to the Signal Interconnect Work by Agency (or any contractor or other agent hired by Agency) in the Crossing Area, Agency shall, or shall require its contractor or agent to, (a) obtain Railroad approval of the Plans in accordance with Section 1 of this Exhibit C, including the installation method for underground wireline facilities and/or any work that involves boring under the track, and (b) notify Railroad pursuant to the terms and conditions of this Agreement.

3. Construction and Maintenance. The Licensee, at its expense, shall furnish all labor, material, equipment and supervision for the installation and maintenance of highway traffic control signals at the intersection and interconnect cable up to UP's TIB box as show on Exhibit C-2.

4. Signal Failure/ Interference. Each of Railroad (with respect to its grade crossing warning devices) and Agency (with respect to its highway traffic control signals) shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's signals or communication lines, or those of its tenants; and if, at any time, the operation or maintenance of its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference. Except as set forth in this Section, Agency shall not be liable to Railroad on account of any failure of Railroad's warning devices to operate properly, nor shall Railroad

have or be entitled to maintain any action against Agency arising from any failure from Railroad's warning devices to operate properly. Similarly, Railroad shall not be liable to Agency on account of any failure of Agency's traffic signal to operate properly, nor shall Agency have or be entitled to maintain any action against Railroad arising from any failure of Agency's traffic signal to operate properly.

Exhibit C-1

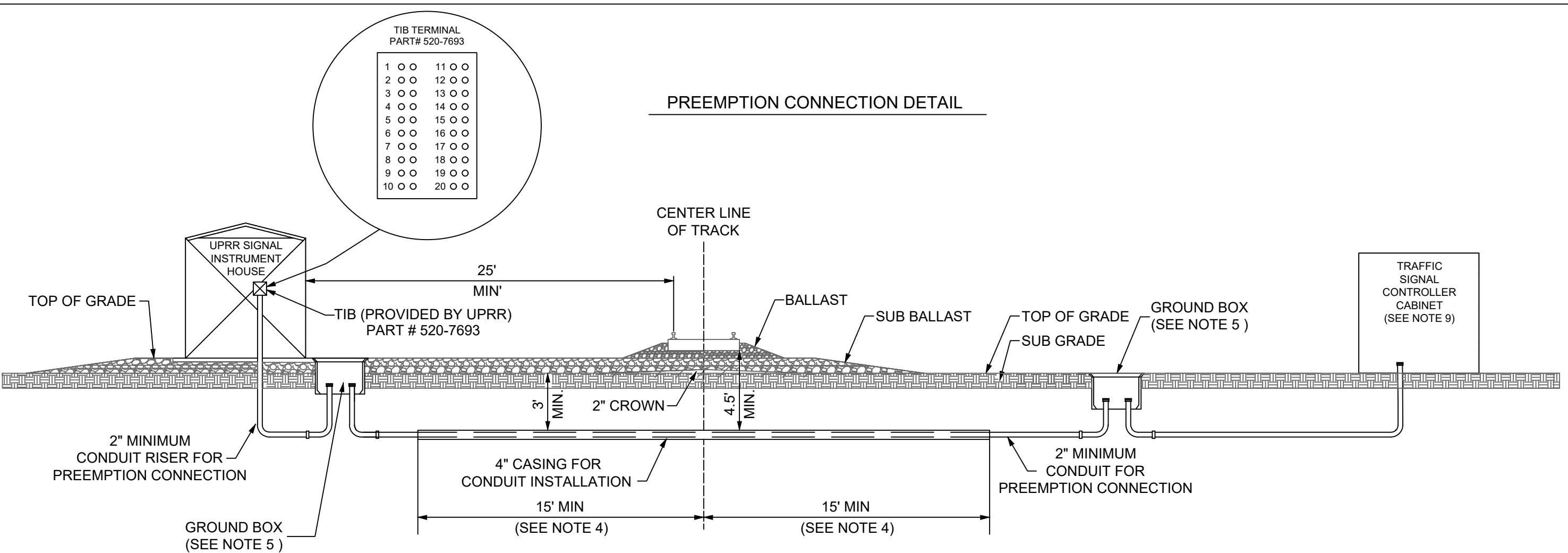
Designs

(see Exhibit B-1 attached)

Exhibit C-2

Standard Drawing

(see attached)



NOTES:

1. LOCAL AGENCY IS TO PROVIDE ALL LABOR, MATERIAL, EQUIPMENT, AND SUPERVISION FOR THE INSTALLATION OF ALL CONDUIT, CASING, AND CABLE FOR PREEMPTION INTERCONNECT FROM TRAFFIC SIGNAL CABINET TO THE TRAFFIC INTERCONNECTION BOX (TIB) ON THE SIDE OF UPRR SIGNAL HOUSE. ONCE INSTALLED UPRR CONSTRUCTION MUST REVIEW THE INSTALLATION.
2. PREEMPTION CABLE SHALL BE CONTINUOUS FROM TRAFFIC SIGNAL INTERFACE TO TIB. (NO SPLICES)
3. CONDUIT SHALL BE SUITABLE FOR DIRECT BURIAL AND A MINIMUM OF 3' BELOW NATURAL GRADE OR 4.5' BELOW BASE OF RAIL, WHICHEVER IS GREATER.
4. MINIMUM CASING REQUIREMENTS ARE 4" SDR 13.5 HDPE. BETWEEN DEPTHS OF 4.5' TO 15', 4" STEEL CASING IS PREFERRED. CASING SHALL EXTEND 15' FROM CENTER OF TRACK.
5. GROUND BOXES AND THEIR LOCATIONS WILL BE DETERMINED ON SITE SPECIFIC NEEDS, BUT THE PREFERRED MATERIAL IS A TIER 22 SPLIT LID ENCLOSURE PLACED A MIN. OF 10' FROM THE SIGNAL INSTRUMENT HOUSE ON THE SIDE OF THE HOUSE THAT CONTAINS THE TIB BOX.
6. GROUNDING TESTS MUST BE TAKEN PRIOR TO WORK AND AFTER WORK IS COMPLETED.
7. UPRR PERSONNEL OR DESIGNATED FLAGGER MUST BE PRESENT PRIOR TO AND DURING ANY WORK ON UPRR RIGHT-OF-WAY.
8. DURING CUTOVER, UPRR SIGNAL AND AGENCY TRAFFIC STAFF MUST BE PRESENT FOR TERMINATION AND TESTING.
9. WHEN THE UPRR SIGNAL HOUSE AND LOCAL AGENCY TRAFFIC CONTROLLER ARE LOCATED ON THE SAME SIDE OF TRACKS, CONDUIT AND PULL BOX REQUIREMENTS FOR THE INTERFACE SHALL REMAIN THE SAME.

926115UP

STANDARD DRAWING			
TRAFFIC INTERCONNECT UNDER TRACK BORING AND CONDUIT			
REV. DATE			
06-08-16			
09-03-15			
06-08-15			
		FILE OWNER: UPRR	DATE: 03-04-24
		REV.NO.:3	DWG NO: 926115UP

September 11, 2025

Item No. 7.11.

Signal Interconnect Agreement with Union Pacific Railroad Company for FM 2154 and Old Main

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a signal interconnect agreement with Union Pacific Railroad Company for the FM 2154 and Old Main traffic signal.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the interconnect agreement.

Summary: Starting in 2019, Texas A&M University (TAMU) has been pursuing Quiet Zone designations for several Union Pacific (UP) railroad crossings located on campus. To implement Quiet Zones, road owners must meet safety improvement requirements set by the Federal Railroad Administration by constructing modifications to reduce train vehicle conflicts that will reduce risk to rail crossings, including the additional risk of the absence of train horns. The crossings proposed for the designation are at F&B Road, Old Main, and John Kimbrough all along FM 2154 (Wellborn Road). Due to construction of the interchange at George Bush Drive and Wellborn Road, a quiet zone designation at this intersection is not being pursued at this time.

Improvements to each rail crossing include an additional circuit that connects from the traffic signal adjacent to the crossing to the railroad signal cabinet located within the railroad right of way. Since the traffic signals at two of the crossings are owned and maintained by the City of College Station, UP is requiring a signal interconnect agreement.

TAMU will be funding and overseeing all improvements needed at the crossings, including the installation of the circuit that connects the traffic signal to the railroad. UP will handle programming the signal to properly coordinate with the railroad crossing. Other than staff time to assist when the connection to the signal is made, there is no cost to the city. This agreement requires no work or reimbursement from the city by UP.

Once the agreements with UP have been executed by the City and TAMU has executed Public Highway At-Grade Crossing Agreements for all crossings (currently in progress), it will take at least a six-month lead time for materials with an additional eight to twelve months to schedule the work.

Budget & Financial Summary: There is no cost associated with this signal interconnect agreement.

Attachments:

1. 0215329 Signal Interconnect Agreement (Old Main Drive) DOT 743211Y College Station TX

AUTHORIZATION AND REIMBURSEMENT AGREEMENT PUBLIC ROAD CROSSING IMPROVEMENTS - SIGNAL INTERCONNECT

THIS AUTHORIZATION AND REIMBURSEMENT AGREEMENT (this "**Agreement**") is made and entered into as of _____ ("**Effective Date**"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**Railroad**"), and the CITY OF COLLEGE STATION to be addressed at 300 Krenek Tap Road, College Station, Texas 77842 ("**Agency**").

RECITALS

In accordance with the terms and conditions of this Agreement, Agency and Railroad desire to improve the existing, at-grade crossing area (the "**Project**") along, over and across Railroad's track and right of way, as such crossing area is more particularly described on Exhibit A attached hereto (the "**Crossing Area**").

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad agrees to perform (or cause to be performed) the Project work described on Exhibit B and, to the extent that the Project includes signal improvement work, Exhibit B-1 attached hereto (collectively, the "**Railroad Work**").
2. To the extent that the Project includes (a) the interconnection of Railroad's grade crossing warning devices with Agency's highway traffic control signals and (b) coordinating the operation of such signals (collectively, the "**Signal Interconnect Work**"), such interconnection and coordination work shall be performed pursuant to the terms set forth in Exhibit C.
3. If Agency will be performing any Project work, such work is described on Exhibit B attached hereto ("**Agency Work**"). Agency shall perform the Agency Work, if any, at its sole cost, and Railroad consents to Agency (or any contractor or other agent hired by Agency) performing the Agency Work within the Crossing Area, subject to complying with the terms and conditions of this Agreement. Agency shall be responsible for the safe conduct and adequate policing and supervision of the Agency Work, and Agency acknowledges and agrees that the Agency Work shall be performed so as to not obstruct, endanger, interfere with, hinder or delay maintenance or operation of Railroad's track or facilities, any communication or signal lines, installations or any appurtenances thereof or the operations of others lawfully occupying or using Railroad's property or facilities. Railroad's consent shall not be deemed to grant Agency (or any contractor or other agent hired by Agency) any property interest in the Crossing Area or other Railroad property.
4. If Agency hires a contractor or other agent to perform the Agency Work, Agency shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement ("**CROE Agreement**") and to comply with the requirements set forth therein. If Agency performs the Agency Work, Agency shall comply with the safety standards set forth in the CROE Agreement.

5. No work of any kind shall be performed, and no person, equipment, machinery, tools, materials, vehicles or other items shall be located, operated, placed or stored within twenty-five (25) feet of any track at any time for any reason except as otherwise provided herein. Prior to commencing any Agency Work within the Crossing Area, and if the performance of any Agency Work requires any person or equipment to be within twenty-five (25) feet of any track, Agency shall provide Railroad at least thirty (30) working days advance notice of the performance of such proposed work, and upon Railroad's receipt of such notice, Railroad will determine and inform Agency whether a flagman need to be present or whether Agency needs to implement any special protective or safety measures. In the event that flagging or other special protection or safety measures are required to be performed in connection with the Railroad Work specifically or the Project generally, and regardless if the costs for such measures are included in the Estimate, Agency shall be responsible for such costs incurred in connection therewith in an amount proportionate to Agency's share of actual costs for the Railroad Work, as such percentage is more particularly set forth in the Estimate. As an example and for purposes of clarification only, if Agency is responsible for one hundred percent (100%) of actual costs for the Railroad Work as set forth in the Estimate, then Agency would be responsible for one hundred percent (100%) of the costs for flagging or any other special protection or safety measures.
6. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to commencing any Agency Work, Agency shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used in connection with the Agency Work. If fiber optic cable is present, Agency will telephone (or will cause its contractor or agent to coordinate) the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable. Agency and/or its contractors or agents, as applicable, shall not commence any Agency Work until the process set forth in this Section has been completed.
7. Agency, for itself and for its successors and assigns, hereby waives any right of assessment against Railroad, as an adjacent property owner, for any and all improvements made under this Agreement.
8. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
9. This Agreement sets forth the entire agreement between the parties regarding the Project and the installation and maintenance of the Project improvements within the Crossing Area. To the extent that any terms or provisions of this Agreement regarding the installation and maintenance of such Project improvements are inconsistent with the terms or provisions set forth in any existing agreement affecting the Crossing Area, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

10. Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Crossing Area shall not commence until Railroad and Agency agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF COLLEGE STATION

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Erik Lewis

Printed Name

Title

Manager I, Industry & Public Projects

Title

Exhibit A

Description of Crossing Area

Old Main Drive Public At-Grade Crossing
(DOT No. 743211Y)
Mile Post 73.30 – Navasota Subdivision
College Station, Brazos County, State of Texas

Exhibit B

Scope of Work

Railroad Work:

- Modify active warning traffic control equipment.
- Advanced traffic signal preemption.
- Construction Coordination.
- Preemption Cutover.

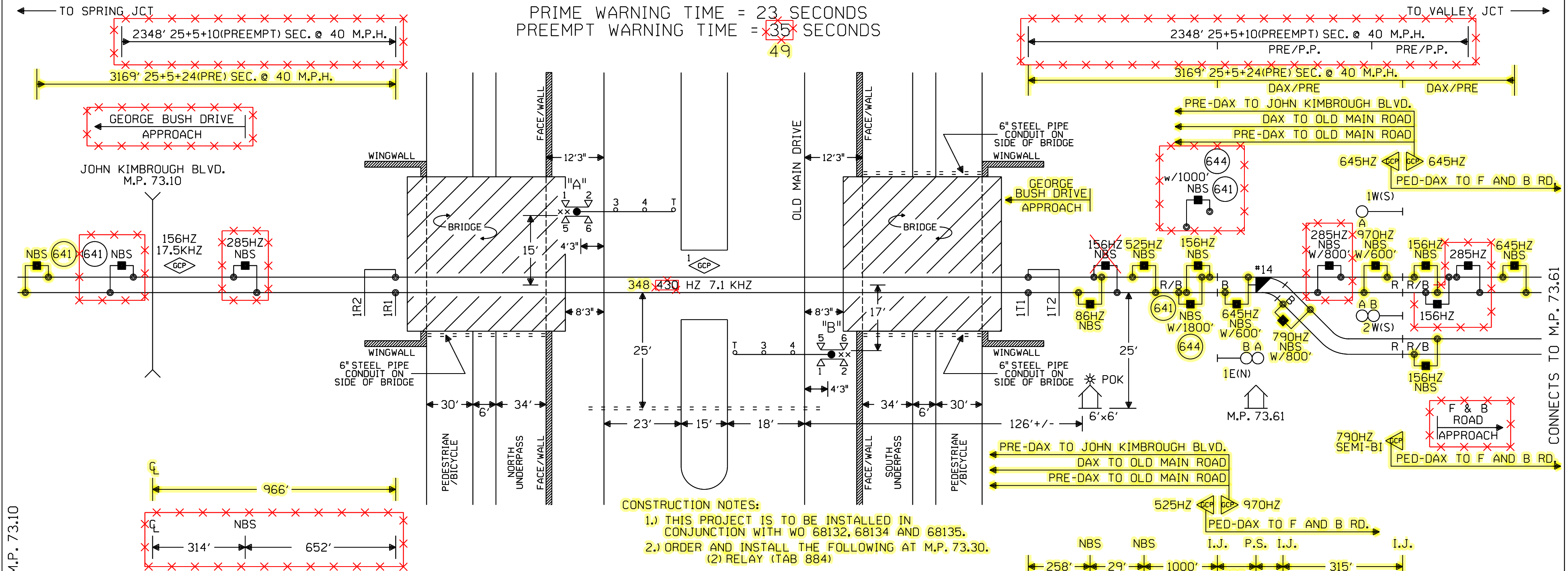
Agency Work:

- None.

Exhibit B-1

Signal Front Sheet

(See attached)



CONNECTS TO M.P. 73.10

CONNECTS TO M.P. 73.61

NOTES:

⊗ = TWISTED WIRES
INSULATED 1 TWIST PER FT.
ALL TRACK WIRES 2C. #6

TRANSMITTER AND RECEIVER LEADS
TO BE SEPARATED BY AT LEAST 12" IN TRENCH.
LENGTHS SHOULD NOT EXCEED MANUFACTURERS
RECOMMENDATION.

TOP OF FOUNDATION TO BE AT SAME ELEVATION
AS THE SURFACE OF THE TRAVELED WAY & NO
MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.

ALL BUNGALOW WIRING TO BE #16 AWG FLEX
UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND
WIRE TO BE #6 AWG FLEX OR LARGER.

ALL WIRING IN GATE MECHANISM TO BE #10 "AWG FLEX".
REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.

PORTABLE GENERATOR EXTENSION CORD
FOR 240V TO 240V IS PROVIDED AS WELL
AS A 120V TO 240V ADAPTER.

ALL LIGHTS TO BE 12" ROUNDELS.

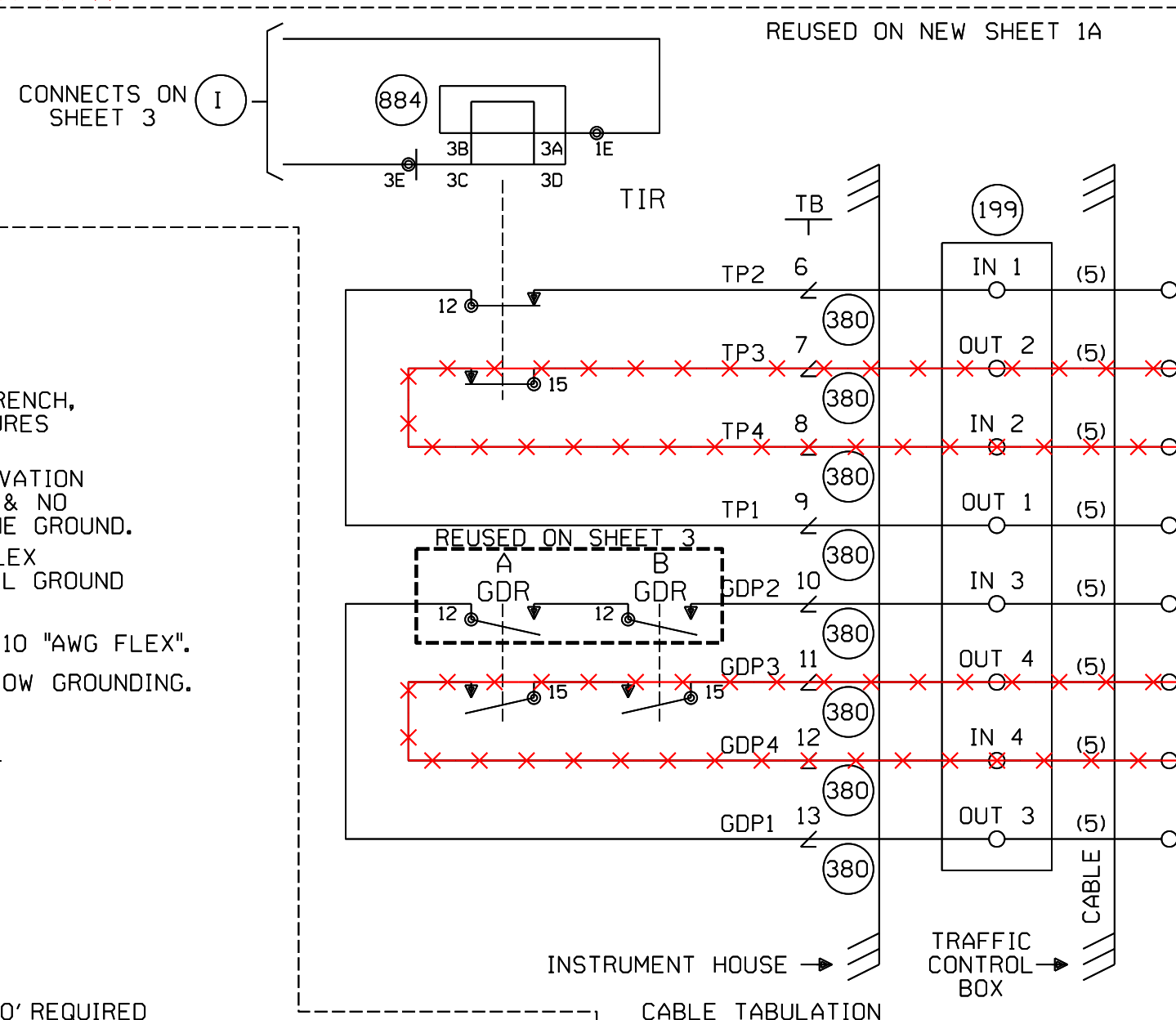
===== 4" X 70' CONDUIT

LIGHTS: LED LIGHTS

xx = BELL

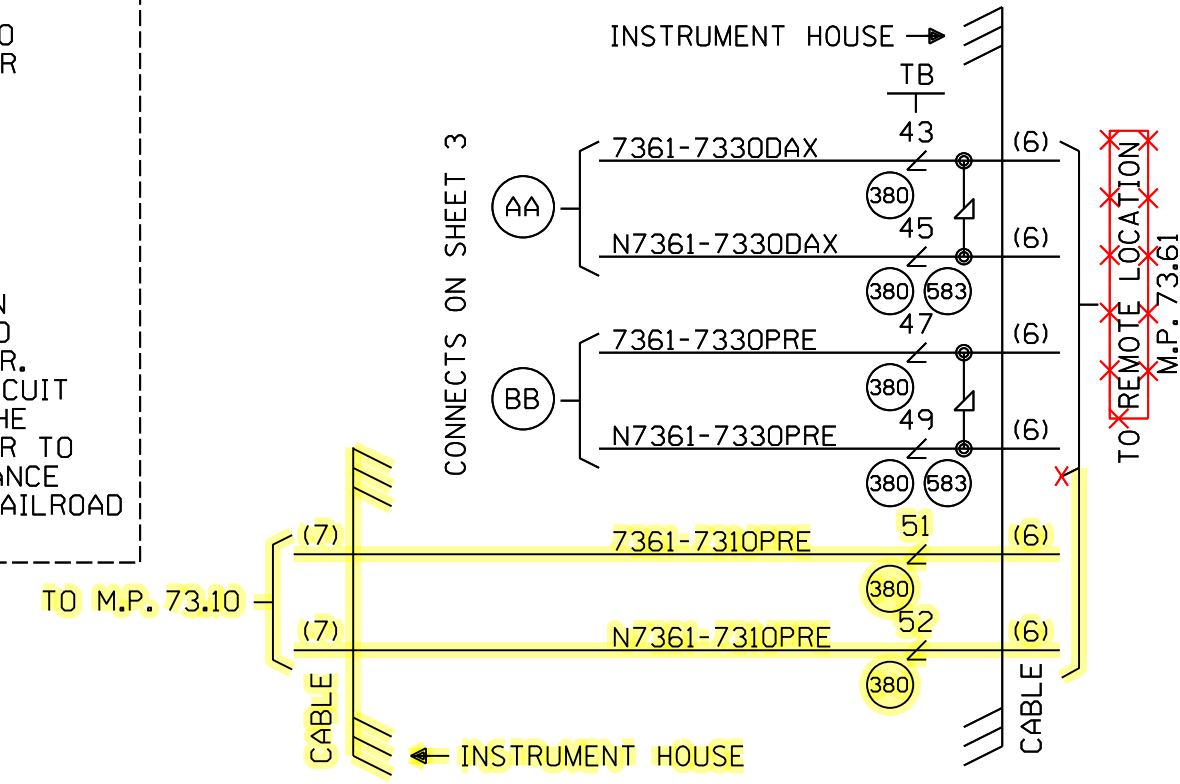
TRK 1 ISLAND DISTANCE 263' MINIMUM 120' REQUIRED

PREFERRED ISLAND WIRE CONNECTIONS
ARE A MINIMUM 50' FROM EDGE OF ROAD



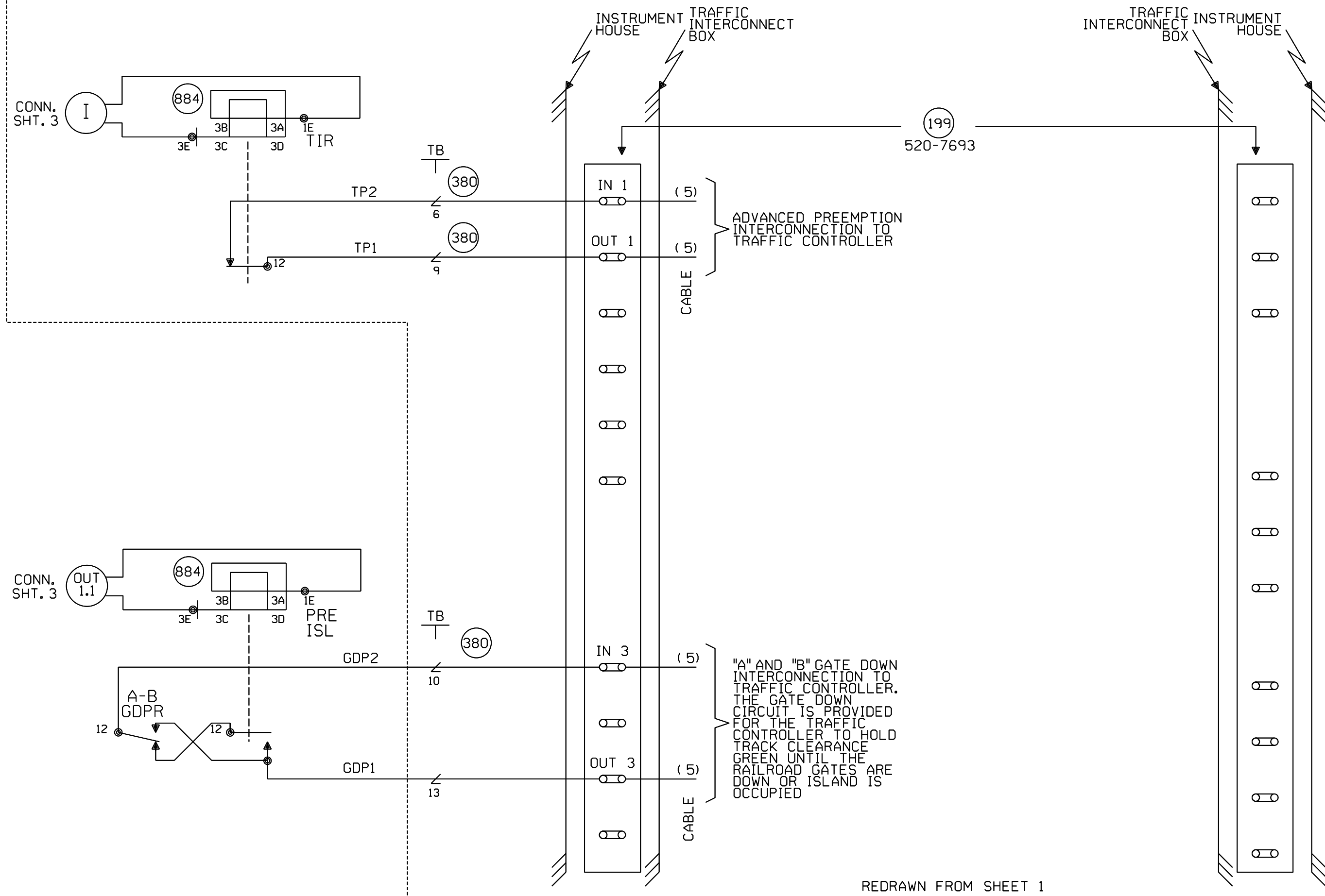
ADVANCED PREEMPT
INTERCONNECTION TO
TRAFFIC CONTROLLER

A AND B GATE DOWN
INTERCONNECTION TO
TRAFFIC CONTROLLER.
THE GATE DOWN CIRCUIT
IS PROVIDED FOR THE
TRAFFIC CONTROLLER TO
HOLD TRACK CLEARANCE
GREEN UNTIL THE RAILROAD
GATES ARE DOWN.



===== IN
----- OUT

Designed: 08/04/23 UPGRADE OLD MAIN ROAD, M.P. 73.30 PER TEXAS A&M UNIVERSITY QUIET ZONE CORRIDOR PROJECT M.P. 72.63 TO M.P. 74.38. Rec*: W0:68135 IS: /AJA /OLS/ANM		Revised: 05/22/23 APPROACHES ADJUSTED FOR CITY ORDINANCE HEAD END SPEED RESTRICTION. M.P. 71.95 TO 75.50. Rec*: 305031 W0:07953 IS: 05/18/23 /AJA JWG/OLS/ANM		Revised: 05/22/23 INSTALL FLASHERS, GATES, CANTS, ADV PREEMPTION AND CWT CIRCUITS IN A NEW CABIN AT HOLLEMAN DRIVE, M.P. 71.94. Rec*: 305031 W0:07953 IS: 05/18/23 /SWP JWG/OLS/WIT/KPM		Revised: 06/30/17 UPDATED APPROACH EQUATION AND TRACK MEASUREMENTS PER FIELD AC. Rec*: 40711 W0: IS: 06/29/17 /RBA/WIT		Revised: 04/28/17 UPDATED APPROACH DISTANCE @ FM 2347 PER FIELD AC. Rec*: 38132 W0: IS: 02/15/17 /RMG/WIT		Revised: 12/29/16 UPGRADED OLD MAIN DR @ M.P. 73.30 WITH NEW GATES, GCP 4000 AND ADVANCED PREEMPTION. Rec*: 26895 W0: 09503 IS: 09/06/16 /WSD RWA/WIT/WIT/JTB		MODIFICATION LEVEL <table><tr><td>D. A. LAST LEVEL CHECKED</td><td>DU</td></tr><tr><td>LAST LEVEL MOD THIS TYPICAL</td><td>DU</td></tr><tr><td>LAST LEVEL BY DESIGNER</td><td>DU</td></tr><tr><td>CHANGED FROM TYPICAL?</td><td>Y</td></tr></table>		D. A. LAST LEVEL CHECKED	DU	LAST LEVEL MOD THIS TYPICAL	DU	LAST LEVEL BY DESIGNER	DU	CHANGED FROM TYPICAL?	Y	CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN		Date: 03/07/11 Des: WIT Chk: TJD AFE: 09503	UNION PACIFIC RAILROAD COLLEGE STATION, TEXAS OLD MAIN DRIVE NAVASOTA SUBDIVISION Office of Sr AYP Engineering - Signal/TCO Omaha, Nebraska		Sh: 1 DOT 743211Y MP: 73.30 ID: 05367330.1X
D. A. LAST LEVEL CHECKED	DU																										
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REDRAWN FROM SHEET 1
CABLE TABULATION
CABLE NO. 5 U.G.B.T. HOUSE TO TRAFFIC CONTROLLER

NEW SHEET

				Designed: 08/04/23 UPGRADE OLD MAIN ROAD, M.P. 73.30 PER TEXAS A&M UNIVERSITY QUIET ZONE CORRIDOR PROJECT M.P. 72.63 TO M.P. 74.38. WD*: 68135 Rec*: /AJA IS: /OLS/ANM	MODIFICATION LEVEL		CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN	Date: 08/04/23	UNION PACIFIC RAILROAD COLLEGE STATION, TEXAS OLD MAIN DRIVE NAVASOTA SUBDIVISION Office of Sr AVP Engineering - Signal/TCO Omaha, Nebraska	Sh.: 1A					
				LAST LEVEL MOD THIS TYPICAL	DW	Y		Des: OLS		DOT 743211Y					
								Chk: AJA		MP: 73.30					
								AFE: 68135		ID: 05367330.1AX					

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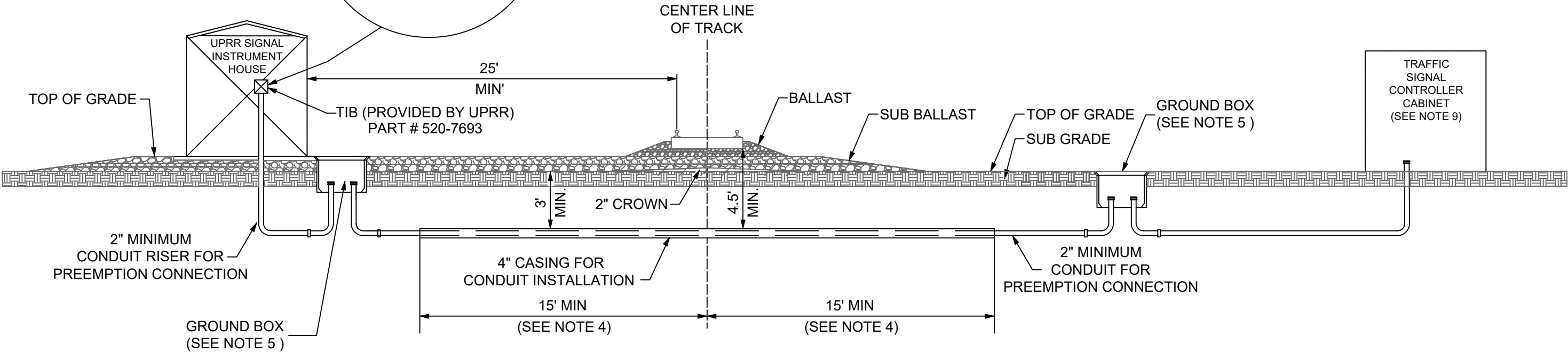
Designs

(see Exhibit B-1 attached)

Exhibit C-2

Standard Drawing

(see attached)



NOTES:

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926115UP

REV. DATE
06-08-16
09-03-15
06-08-15

STANDARD DRAWING		
TRAFFIC INTERCONNECT UNDER TRACK BORING AND CONDUIT		
	FILE OWNER: UPRR	DATE: 03-04-24
	REV.NO.:3	DWG NO: 926115UP

September 11, 2025

Item No. 7.12.

Corn's Collision Center, Inc. Auto Heavy Truck and Body Repairs Contract — Amendment No. 1 — Authorization for Expenditure of Additional Funds

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on Contract Amendment No. 1 with Corn's Collision Center, Inc., to authorize the expenditure of additional funds for hailstorm and weather-related damage repairs to City-owned vehicles, not-to-exceed \$395,000.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends a contract amendment that increases the contract amount, not-to-exceed \$395,000 for additional vehicle repairs.

Summary: In March 2025, a hailstorm caused significant damage to City-owned vehicles. To expedite repairs, facilitate invoice processing, and track insurance claims, staff established a \$100,000 blanket contract with Corn's Collision Center, Inc., the City's current primary contractor for routine auto body and paint repair services. This amount was an initial estimate, as the full extent of hail damage was unknown at that time. Corn's Collision Center has continued to honor their contract pricing for storm-related repairs, helping to contain costs despite the scale of damage. As assessments and repairs have progressed, total expenses are now projected to exceed the original estimate. Staff is therefore requesting City Council approve amending the City's contract with Corn Collision Center and establish a new not-to-exceed contract amount of \$395,000 to complete the necessary hailstorm and weather-related vehicle repairs and ensure timely restoration of the affected City-owned vehicles.

Budget & Financial Summary: Funds are available in the Property and Casualty, and the Fleet Maintenance funds.

Attachments:

1. 22300630 R2 AMD1--AD_VendorSigned

AMENDMENT NO. 1
ANNUAL VEHICLE PAINTING AND BODY REPAIR SERVICES
CITY OF COLLEGE STATION AND CORN'S COLLISION CENTER, INC.

THIS AMENDMENT NO. 1 is made and entered into by and between **CITY OF COLLEGE STATION, TEXAS**, a Texas Home Rule Municipal Corporation (City) and **Corn's Collision Center, Inc.** (Contractor), each individually a "Party" and collectively the "Parties."

WHEREAS, the City and the Contractor entered into Contract No. 22300630R2 on October 14, 2024 (Contract) stating that the Contractor is providing as-needed Professional Repair and Painting Services for the City; and

WHEREAS, the City and the Contractor desire to increase Contract No. 22300630R2 from the current not-to-exceed amount of \$150,000.00 to \$395,000.00 due to unforeseeable hail and weather-related damage to a number of City vehicles that need to be repaired; and

NOW THEREFORE, in consideration of the foregoing mutual promises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Parties agree to amend ARTICLE 1, PAYMENT AND TERM, subpart "1.01 Consideration" of the Contract by replacing subpart "1.01 Consideration" entirely, as shown below:

1.01 Consideration.

- (a) In consideration of the services performed in the Scope of Services, service requests from the City, Contractor's Completion of work in conformity with this Contract, and duly authorized and approved invoices, the City shall pay the Contractor an amount not to exceed **Three Hundred Ninety-Five Thousand and 00/100 Dollars (\$395,000.00)**. There is no minimum amount to be paid by the City to the Contractor under this Contract.
- (b) The contract amount increase, contained in this Amendment No. 1, is exempt from competitive bidding under Texas Government Code 252.022 (3) – a procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Amendment to be effective as of the last date specified below.

CORN'S COLLISION CENTER, INC.

By: Brandon Corn

Title: President

Date: 9/4/2025

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

September 11, 2025
Item No. 7.13.
William D. Fitch Parkway Rehabilitation Project, Phase II

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with Brazos Paving, Inc., in the amount of \$4,305,576.94 for the rehabilitation of William D. Fitch Parkway from Tonkaway Lake Drive to Rock Prairie Road, plus the City's contingency in the amount of \$430,557.69, for a total appropriation of \$4,736,134.63. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The project includes the rehabilitation of William D. Fitch Parkway from Tonkaway Lake Drive to Rock Prairie Road. Under this contract, the existing paving would be demolished, removed, and that area would be backfilled/compacted to grade as required and new hot mix asphaltic concrete (HMAC) would be installed. Signage and pavement markings are also included. Driveways to private properties that are connected to this portion of road will have the culverts replaced and a gravel pavement approach over those culverts installed. The project originated from the slow degradation of the existing asphalt road surface to the point that maintenance activities could no longer properly address the rough and uneven portions of the road surface. This project was bid as an Invitation to Bid (ITB) and the City of College Station received 3 construction proposals. After the review process, Brazos Paving, Inc. was selected as the most qualified firm as they submitted the lowest qualified, responsible and responsive bid.

Budget & Financial Summary: Budget in the amount of \$7,300,000 is included for this project in the Streets Capital Projects Fund. A total of \$427,793.58 has been expended or committed to date, leaving a balance of \$6,872,206.42 for this construction contract and future costs.

Attachments:

1. WD Fitch Ph II Bid Tabulation 25-087
2. WD Fitch Ph II List of Respondents
3. WD Fitch Ph II Map
4. WD Fitch Ph II Vendor Signed contract

				Brazos Paving, Inc. (Bryan, TX)		Larry Young Paving Inc. (College Station, TX)		Knife River (Bryan, TX)	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. GENERAL CONSTRUCTION ITEMS									
1	Mobilization (6.0%) complete for the sum of	1	LS	\$223,820.00	\$223,820.00	\$221,000.00	\$221,000.00	\$430,500.00	\$430,500.00
2	Traffic Control complete for the sum of	1	LS	\$126,340.00	\$126,340.00	\$196,000.00	\$196,000.00	\$232,600.00	\$232,600.00
3	Erosion and Sedimentation Control complete for the sum of	1	LS	\$6,625.00	\$66,625.00	\$50,000.00	\$50,000.00	\$68,000.00	\$68,000.00
4	Broadcast seeding complete for the sum of	10.1	AC	\$3,830.00	\$38,683.00	\$630.00	\$6,363.00	\$1,558.00	\$15,735.80
5	ROW Preparation complete for the sum of	99	STA	\$1,040.00	\$102,960.00	\$1,000.00	\$99,000.00	\$1185.00	\$117,315.00
TOTAL SECTION A - GENERAL CONSTRUCTION ITEMS				\$	558,428.00	\$	572,363.00	\$	864,150.80
B. DEMOLITION ITEMS									
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
6	Removal of Existing Stabilized Base and Asphalt Pavement (Estimated at Average	45,560	SY	\$7.15	\$325,754.00	\$3.25	\$148,070.00	\$8.15	\$371,314.00
7	Removal of Existing Asphalt Driveways complete for the sum of	78	SY	\$58.65	\$4,574.70	\$6.25	\$487.50	\$24.50	\$1911.00
8	Removal of Existing Gravel Driveways complete for the sum of	1,127	SY	\$20.20	\$22,765.40	\$13.00	\$14,651.00	\$3.40	\$3,831.80
9	Removal of Street Signs complete for the sum of	9	EA	\$60.00	\$540.00	\$860.00	\$7,740.00	\$140.00	\$1,260.00
10	Excavation complete for the sum of (Volume of excavation is separate from	22,094	CY	\$11.10	\$245,243.40	\$11.00	\$243,034.00	\$17.10	\$377,807.40
11	Embankment complete for the sum of	5,091	CY	\$22.40	\$114,038.40	\$19.00	\$96,729.00	\$13.00	\$66,183.00
12	Removal of Existing Concrete Ribbon Curb complete for the sum of	26	LF	\$16.10	\$418.60	\$23.00	\$598.00	\$50.00	\$1,300.00
13	Removal of Existing Storm Drain and Driveway Culverts complete for the sum of	311	LF	\$20.00	\$6,220.00	\$28.00	\$8,708.00	\$12.00	\$3,732.00
TOTAL SECTION B - DEMOLITION ITEMS				\$	719,554.50	\$	520,017.50	\$	827,339.20
C. ROADWAY CONSTRUCTION ITEMS									
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
14	Subgrade Preparation and Compaction Driveways complete for the sum of	825	SY	\$21.30	\$17,572.50	\$7.25	\$5,981.25	\$16.00	\$13,200.00
15	Ribbon Curb complete for the sum of	26	LF	\$35.00	\$910.00	\$85.00	\$2,210.00	\$146.00	\$3,796.00
16	Concrete Asphalt Transition complete for the sum of	293	SY	\$94.80	\$27,776.40	\$180.00	\$52,740.00	\$456.30	\$133,695.90
17	2" Mill with 2" Type D Overlay complete for the sum of	54	SY	\$25.00	\$1,350.00	\$30.00	\$1,620.00	\$92.00	\$4,968.00
18	Tensar NX750 Geogrid or approved equivalent complete for the sum of	51,168	SY	\$5.60	\$286,540.80	\$7.00	\$358,176.00	\$4.95	\$253,281.60
19	2" Asphaltic Concrete (Type D) complete for the sum of	5,100	Ton	\$121.25	\$618,375.00	\$125.00	\$637,500.00	\$114.89	\$585,939.00
20	3" Asphaltic Concrete (Type B) complete for the sum of	7,651	Ton	\$117.25	\$896,314.65	\$120.00	\$918,120.00	\$103.00	\$788,053.00
21	12" Base Material (Type A or D Grade 1-2) complete for the sum of	17,056	CY	\$58.00	\$989,248.00	\$85.00	\$1,449,760.00	\$77.10	\$1,315,017.60
22	Asphalt Concrete Transition Section complete for the sum of	98	SY	\$261.50	\$25,627.00	\$64.00	\$6,291.20	\$212.00	\$20,776.00
23	Gravel Driveway complete for the sum of	724	SY	\$26.40	\$19,113.60	\$28.00	\$20,272.00	\$36.60	\$26,498.40
24	Asphalt Driveway complete for the sum of	80	SY	\$187.75	\$15,020.00	\$150.00	\$12,000.00	\$206.00	\$16,480.00
25	Replace Damaged Guardrail complete for the sum of	153	LF	\$49.00	\$7,497.00	\$63.00	\$9,639.00	\$70.00	\$10,710.00
26	W-Beam End Section complete for the sum	2	EA	\$3810.00	\$7,620.00	\$1900.00	\$3,800.00	\$2687.00	\$5,374.00
27	Street Signs (New) complete for the sum of	10	EA	\$1010.00	\$10,100.00	\$1000.00	\$10,000.00	\$876.00	\$8,760.00
28	Type II - A-A reflectorized pavement markers complete for the sum of	76	EA	\$7.42	\$563.92	\$8.75	\$665.00	\$6.45	\$490.20
29	24" Thermoplastic Striping Solid White Line w/sealant complete for the sum of	37	LF	\$9.90	\$366.30	\$10.00	\$370.00	\$8.60	\$318.20
30	Solid White Arrow complete for the sum of	2	EA	\$402.15	\$804.30	\$410.00	\$820.00	\$350.00	\$700.00
31	4" Thermoplastic Striping Solid White Line w/sealant complete for the sum of	20,071	LF	\$0.87	\$17,461.77	\$1.00	\$20,071.00	\$0.75	\$15,053.25
32	4" Thermoplastic Striping Broken White Line w/sealant complete for the sum of	415	LF	\$0.84	\$348.60	\$1.00	\$415.00	\$0.75	\$311.25
33	4" Thermoplastic Striping Solid Yellow Line w/sealant complete for the sum of	14,320	LF	\$0.87	\$12,458.40	\$1.00	\$14,320.00	\$0.75	\$10,740.00
34	4" Thermoplastic Striping Broken Yellow Line w/sealant complete for the sum of	810	LF	\$0.87	\$704.70	\$1.00	\$810.00	\$0.75	\$607.50
TOTAL SECTION C - ROADWAY CONSTRUCTION ITEMS				\$	2,955,772.94	\$	3,525,580.45	\$	3,214,769.90
D. STORM DRAIN CONSTRUCTION ITEMS									
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
35	18" HDPP complete for the sum of	285	LF	\$88.30	\$25,165.50	\$110.00	\$31,350.00	\$120.00	\$34,200.00
36	Driveway Culvert SET complete for the sum of	18	EA	\$2,592.00	\$46,656.00	\$1,600.00	\$28,800.00	\$1,655.00	\$29,790.00
TOTAL SECTION D - GENERAL CONSTRUCTION ITEMS				\$	71,821.50	\$	60,150.00	\$	63,990.00
BASE BID TOTAL (SECTIONS A - D):				\$	4,305,576.94	\$	4,678,110.95	\$	4,970,249.90
CONSTRUCTION TIME (Calendar Days)					365		265		365
Addendum Acknowledged					Y		Y		Y
Certification Received					Y		Y		Y
Bond					Y		Y		Y

Should there be discrepancies between unit prices and totals, the unit price shall prevail.

Lowest responsible bidder meeting specifications

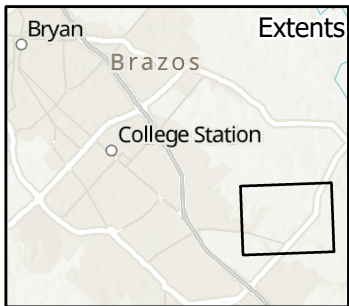
ITB 25-087
William D. Fitch Rehabilitation, Phase II
List of responders

The following is a list of firms submitting proposals in response to the above-mentioned project:

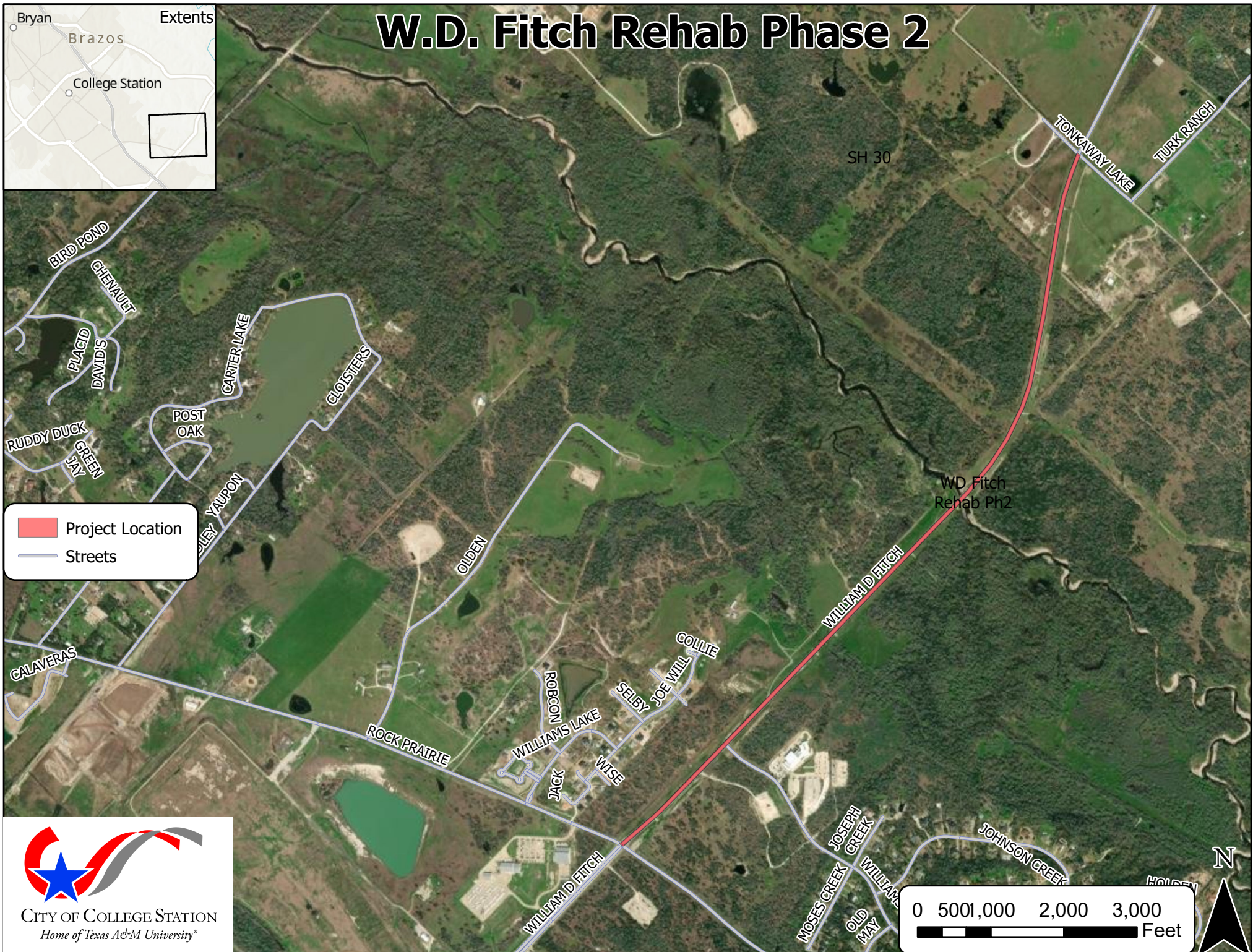
- 1. Brazos Paving, Inc.**
- 2. Knife River**
- 3. Larry Young Paving, Inc.**

The firms submitted proposals were evaluated in the following categories laid out in ITB 25-087:

1. Proposed lowest bid for the cost of the work
2. Verification that all bid requirements were met



W.D. Fitch Rehab Phase 2



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



CITY OF COLLEGE STATION
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CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300688 PROJECT#: ST2001 BID/RFP/RFQ#: 25-087

Project Name / Contract Description: William D. Fitch Rehabilitation Phase II

Name of Contractor: Brazos Paving, Inc.

CONTRACT TOTAL VALUE: \$ 4,305,576.94 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)

Award to lowest responsible bidder meeting specifications from ITB-25-087

Funding from account number 41399971-6561

CRC Approval Date*: N/A (If required)* Council Approval Date*: 9/11/2025 Agenda Item No*: N/A

--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 8/22/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A
MAYOR (if applicable) DATE

N/A
CITY SECRETARY (if applicable) DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

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

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and Brazos Paving, Inc. (the "Contractor") for the construction and/or installation of the following:
William D. Fitch Rehabilitation Phase II.

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: Four Hundred Thirty Thousand Five Hundred Fifty-Seven and 69/100 Dollars (\$430,557.69).

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: **Four Million Three Hundred Five Thousand Five Hundred Seventy-Six and 94/100 Dollars (\$4,305,576.94).**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTRACT DOCUMENTS

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

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

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

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

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

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

3. AWARD OF CONTRACT

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

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

4. CITY'S REPRESENTATIVE

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

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

6. DISORDERLY EMPLOYEES

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

7. HOURS OF WORK

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

8. NATURE OF THE WORK

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

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

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

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

9. POST-AGREEMENT AWARD MEETINGS

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

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

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

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

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

10. PROGRESS OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

12. MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

14. REJECTED WORK

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

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

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

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

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

15. SUBCONTRACTING & SUBCONTRACTORS

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

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

16. PAYMENT

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

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

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

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

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

OR:

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

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

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

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

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

16.09 Unless otherwise provided in the Contract Documents:

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

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

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

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

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

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

17. EXTRA WORK CHARGES

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

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

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

OR:

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

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

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

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

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

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

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

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

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

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

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

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

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

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

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

18. TIME OF COMPLETION

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

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

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

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

19. SUBSTANTIAL COMPLETION

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

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

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

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

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

22. EXTENSIONS OF TIME

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

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

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

23. LIQUIDATED DAMAGES

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

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

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of Two Hundred Fifty and No /100 DOLLARS (\$ 250.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

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

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

27. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

27.07 Additional Insured.

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

27.08 Builder's Risk

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

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

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

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

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

employee are required.

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

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

"A. Definitions:

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

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

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

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

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

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

extended.

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

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

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

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

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

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

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

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

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

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

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

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

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

of coverage ends during the duration of the project;

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

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

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

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

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

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

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

28. BOND PROVISIONS

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

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

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

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

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

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

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

29. SURETY

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

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

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

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

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

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

30. COMPLIANCE WITH LAW

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

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

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

31. SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

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

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

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

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

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

34. RELEASE

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

35. PERMITS AND LICENSES

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

36. ROYALTIES AND LICENSING FEES

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

37. BREACH OF CONTRACT & DAMAGES

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

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

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

38. TERMINATION FOR CAUSE

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

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

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

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

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

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

42. TERMINATION CONVERSION

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

43. HIRING

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

44. ASSIGNMENT

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

45. EFFECTIVE DATE

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

46. OTHER TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

List of Exhibits

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

BRAZOS PAVING, INC.

By: Billy Prewitt

Printed Name: Billy Prewitt

Title: Sr. Vice President

Date: 8/21/2025

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: TX20240007 01/05/2024

Superseded General Decision Number: TX20230007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

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

Modification Number Publication Date
0 01/05/2024

SUTX2011-006 08/03/2011

Rates Fringes

CEMENT MASON/CONCRETE
FINISHER (Paving and
Structures).....\$ 12.56 **

ELECTRICIAN.....\$ 26.35

FORM BUILDER/FORM SETTER
Paving & Curb.....\$ 12.94 **
Structures.....\$ 12.87 **

LABORER
Asphalt Raker.....\$ 12.12 **
Flagger.....\$ 9.45 **
Laborer, Common.....\$ 10.50 **
Laborer, Utility.....\$ 12.27 **
Pipelayer.....\$ 12.79 **
Work Zone Barricade
Servicer.....\$ 11.85 **

PAINTER (Structures).....\$ 18.34

POWER EQUIPMENT OPERATOR:
Agricultural Tractor.....\$ 12.69 **
Asphalt Distributor.....\$ 15.55 **
Asphalt Paving Machine.....\$ 14.36 **
Boom Truck.....\$ 18.36
Broom or Sweeper.....\$ 11.04 **
Concrete Pavement
Finishing Machine.....\$ 15.48 **
Crane, Hydraulic 80 tons
or less.....\$ 18.36
Crane, Lattice Boom 80
tons or less.....\$ 15.87 **
Crane, Lattice Boom over
80 tons.....\$ 19.38
Crawler Tractor.....\$ 15.67 **
Directional Drilling
Locator.....\$ 11.67 **
Directional Drilling
Operator.....\$ 17.24
Excavator 50,000 lbs or
Less.....\$ 12.88 **
Excavator over 50,000 lbs...\$ 17.71
Foundation Drill, Truck
Mounted.....\$ 16.93 **
Front End Loader, 3 CY or
Less.....\$ 13.04 **
Front End Loader, Over 3 CY.\$ 13.21 **
Loader/Backhoe.....\$ 14.12 **
Mechanic.....\$ 17.10 **
Milling Machine.....\$ 14.18 **
Motor Grader, Fine Grade....\$ 18.51
Motor Grader, Rough.....\$ 14.63 **
Pavement Marking Machine...\$ 19.17
Reclaimer/Pulverizer.....\$ 12.88 **

Roller, Asphalt.....\$ 12.78 **
 Roller, Other.....\$ 10.50 **
 Scraper.....\$ 12.27 **
 Spreader Box.....\$ 14.04 **
 Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51 **

Steel Worker

Reinforcing.....\$ 14.00 **
 Structural.....\$ 19.29

TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Traffic Signal/Light Pole
 Worker.....\$ 16.00 **

TRUCK DRIVER

Lowboy-Float.....\$ 15.66 **
 Off Road Hauler.....\$ 11.88 **
 Single Axle.....\$ 11.79 **
 Single or Tandem Axle Dump
 Truck.....\$ 11.68 **
 Tandem Axle Tractor w/Semi
 Trailer.....\$ 12.81 **

WELDER.....\$ 15.97 **

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

=====

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

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

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. B-3307223

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Brazos Paving, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto The Cincinnati Casualty Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of four million three hundred five thousand, five hundred and seventy six and 94 /100 Dollars (\$4,305,576.94) 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 William D. Fitch Rehabilitation Phase II

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

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

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

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

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

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

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

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

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

Bond No. B-3307223

FOR THE CONTRACTOR:

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

By: [Signature]
Name: Billy Prewitt
Title: Sr. V.P.
Date: 9/11/2025



Brazos Paving, Inc.

(Name of Contractor)

By: [Signature]
Name: Marvin Sadson
Title: President
Date: 9/11/2025

FOR THE SURETY:
ATTEST/WITNESS

By: [Signature]
Name: Paige Prothro
Title: Account Executive
Date: 9/11/2025



The Cincinnati Casualty Company

(Full Name of Surety)

6200 South Gilmore

Fairfield, OH 45014

(Address of Surety for Notice)

By: [Signature]
Name: Randi Meche
Title: Attorney-in-Fact
Date: 9/11/2025

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.

TEXAS STATUTORY PAYMENT BOND

Bond No. B-3307223

THE STATE OF TEXAS

§

THE COUNTY OF BRAZOS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Brazos Paving, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto The Cincinnati Casualty Company, a corporation organized and existing under the laws of the State of Ohio, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of four million, three hundred five thousand, and five hundred seventy six and 94 /100 Dollars (\$4,305,576.94) 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 11th day of September, 2025, for William D. Fitch Rehabilitation Phase II, referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

Bond No. B-3307223

FOR THE CONTRACTOR:

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

Brazos Paving, Inc.

(Name of Contractor)

By: [Signature]
Name: Billy Prewitt
Title: Sr. V.P.
Date: 9/11/2025



By: [Signature]
Name: [Signature]
Title: President
Date: 9/11/2025

FOR THE SURETY:
ATTEST/WITNESS

By: [Signature]
Name: Paige Prothro
Title: Account Executive
Date: 9/11/2025



The Cincinnati Casualty Company
(Full Name of Surety)

6200 South Gilmore

Fairfield, OH 45014

(Address of Surety for Notice)

By: [Signature]
Name: Randi Meche
Title: Attorney-in-Fact
Date: 9/11/2025

FOR THE CITY:

REVIEWED:

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

City Attorney

City Manager

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

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

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

of Houston, Texas

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

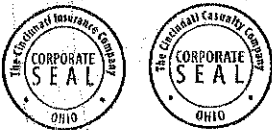
Any such obligations in the United States, up to
Fifty Million and No/100 Dollars (\$50,000,000.00).

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

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

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

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



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

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

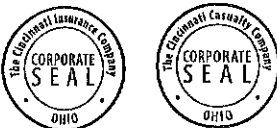


Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

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

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

Given under my hand and seal of said Companies at Fairfield, Ohio, this 11th day of September, 2025.



Ed H

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-635-7521

You may also write to us at:

The Cincinnati Insurance Companies
6200 South Gilmore Road
Fairfield, Ohio 45014 - 5141

or The Cincinnati Insurance Companies
P.O. Box 145496
Cincinnati, Ohio 45250-5496

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

FAX# (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

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

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

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2025

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 Marsh & McLennan Agency LLC 2500 City West Boulevard Suite 2400 Houston TX 77042	CONTACT NAME: Kelly M. Bell PHONE (A/C, No, Ext): 713-780-6632 E-MAIL ADDRESS: Kelly.M.Bell@MarshMMA.com FAX (A/C, No):
INSURED Brazos Paving, Inc. BPI Materials, LLC PO Box 714 Bryan TX 77806	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co PittsburghPA INSURER B: New Hampshire Insurance Company INSURER C: Hanover Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 19445 23841 22292

COVERAGES**CERTIFICATE NUMBER:** 153591568**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			3960905	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6401559	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC067960974	3/1/2025	3/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Equipment			RHDJ88996400	11/1/2024	11/1/2025	Scheduled Newly Acquired Leased/Rented \$3,085,368 \$1,000,000 \$600,000

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

The General Liability and Automobile Liability policies include automatic Additional Insured endorsements that provides additional insured status only where such status is required by a written contract. Coverage for the Additional Insured under the General Liability and Automobile Liability policies is Primary and Non-contributory only where required by written contract. Additional Insured under the General Liability includes ongoing and completed operations, each, if required by written contract. The General Liability, Automobile Liability, Workers' Compensation policies include a Blanket Waiver of Subrogation endorsement in favor of certificate where such status is required by a written contract. The Excess Liability policy is follow form for the additional insured and waiver of subrogation only where required by written contract. 30 Day Notice of Cancellation included if required by written contract.
Re: Contract #25300688, ITB NO. 25-087 William D. Fitch Rehabilitation Phase II.
Additional Insureds: The City of College Station, its agents, officials, employees and volunteers - applies per the Blanket Additional Insured endorsement which grants additional insured status only where such status is required by a written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station P.O. Box 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brett Herrington
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POLICY NUMBER: GL 3960905
Effective: 3-01-2025

COMMERCIAL GENERAL LIABILITY

CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 90

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

ENDORSEMENT

This endorsement, effective 12:01 A.M **03/01/2025** forms a part of

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

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

Location and Description of Completed Operations:

Per the written contract or agreement.

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

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

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

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

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

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

All other terms and conditions remain unchanged.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. **03/01/2025** forms a part of

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:

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

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

Per the written contract or agreement

ADDITIONAL PREMIUM:

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

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

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

All other terms and conditions remain unchanged.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

This insurance does not apply to:

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

However:

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

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

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

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

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

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

However:

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

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

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

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

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

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

However:

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF
LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

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

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

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

This endorsement, effective 12:01 A.M. 03-01-2025 forms a part of

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

by: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This policy is amended as follows:

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

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

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

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

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

The following Definitions apply to this endorsement:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2025 forms a part of Policy No. CA 6401559 issued to Brazos Paving, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

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

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

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

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

AUTHORIZED REPRESENTATIVE
87950 (09/14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2025 forms a part of

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

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

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

AUTHORIZED REPRESENTATIVE

62897 (6/95)

POLICY NUMBER: CA 6401559
EFFECTIVE: 03-01-2025

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Brazos Paving, Inc.
Endorsement Effective Date: 03/01/2025

SCHEDULE

Insurance Company: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	
Policy Number: CA 6401559	Effective Date: 03-01-2025
Expiration Date: 03-01-2026	
Named Insured: Brazos Paving, Inc.	
Address: 7601 W State Hwy 21 Bryan, TX 77807	
Additional Insured (Lessor):	
Address:	
Designation Or Description Of "Leased Autos": ALL "AUTOS" UNDER A LEASING OR RENTAL AGREEMENT BETWEEN THE "INSURED" AND THE LESSOR LISTED ABOVE AS THE ADDITIONAL INSURED THAT REQUIRES DIRECT PRIMARY INSURANCE.	

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

A. Coverage

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

B. Loss Payable Clause

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

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

C. Cancellation

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

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

E. Additional Definition

As used in this endorsement:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

(The following " attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy). This endorsement, effective 12:01 AM **03/01/2025**

forms a part of Policy No. **WC 067960974**

Issued to **Brazos Paving, Inc.**

By New Hampshire Insurance Company

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

This policy is amended as follows:

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

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

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

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

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

The following definitions apply to this endorsement:

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

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

AUTHORIZED REPRESENTATIVE

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM 03/01/2025 forms a part of Policy No. WC067960974

Issued to **Brazos Paving, Inc.**

By **New Hampshire Insurance Company**

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

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

2. Operations:

3. Premium:

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

4. Advance Premium:

WC 42 03 04 B
(Ed. 6-14)

Countersigned by _____

Authorized Representative

EXHIBIT D
PLANS AND SPECIFICATIONS

If the plans and specifications from the RFP/CSP are not physically inserted here, then they are fully incorporated into this contract by reference.

A. GENERAL CONSTRUCTION ITEMS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization (6.0%) complete for the sum of	1	LS	\$ 223,820.00	\$ 223,820.00
2	Traffic Control complete for the sum of	1	LS	\$ 126,340.00	\$ 126,340.00
3	Erosion and Sedimentation Control complete for the sum of	1	LS	\$ 66,625.00	\$ 66,625.00
4	Broadcast seeding complete for the sum of	10.1	AC	\$ 3,830.00	\$ 38,683.00
5	ROW Preparation complete for the sum of	99	STA	\$ 1,040.00	\$ 102,960.00
TOTAL SECTION A - GENERAL CONSTRUCTION ITEMS				\$	558,428.00

B. DEMOLITION ITEMS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
6	Removal of Existing Stabilized Base and Asphalt Pavement (Estimated at Average Depth of 8") complete for the sum of	45,560	SY	\$ 7.15	\$ 325,754.00
7	Removal of Existing Asphalt Driveways complete for the sum of	78	SY	\$ 58.65	\$ 4,574.70
8	Removal of Existing Gravel Driveways complete for the sum of	1,127	SY	\$ 20.20	\$ 22,765.40
9	Removal of Street Signs complete for the sum of	9	EA	\$ 60.00	\$ 540.00
10	Excavation complete for the sum of (Volume of excavation is separate from PVMT removal)	22,094	CY	\$ 11.10	\$ 245,243.40
11	Embankment complete for the sum of	5,091	CY	\$ 22.40	\$ 114,038.40
12	Removal of Existing Concrete Ribbon Curb complete for the sum of	26	LF	\$ 16.10	\$ 418.60
13	Removal of Existing Storm Drain and Driveway Culverts complete for the sum of	311	LF	\$ 20.00	\$ 6,220.00

TOTAL SECTION B - DEMOLITION ITEMS	\$ 719,554.50
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C. ROADWAY CONSTRUCTION ITEMS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
14	Subgrade Preparation and Compaction Driveways complete for the sum of	825	SY	\$ 21.30	\$ 17,572.50
15	Ribbon Curb complete for the sum of	26	LF	\$ 35.00	\$ 910.00
16	Concrete Asphalt Transition complete for the sum of	293	SY	\$ 94.80	\$ 27,776.40
17	2" Mill with 2" Type D Overlay complete for the sum of	54	SY	\$ 25.00	\$ 1,350.00
18	Tensar NX750 Geogrid or approved equivalent complete for the sum of	51,168	SY	\$ 5.60	\$ 286,540.80
19	2" Asphaltic Concrete (Type D) complete for the sum of	5,100	Ton	\$ 121.25	\$ 618,375.00
20	3" Asphaltic Concrete (Type B) complete for the sum of	7,651	Ton	\$ 117.15	\$ 896,314.65
21	12" Base Material (Type A or D Gade 1-2) complete for the sum of	17,056	CY	\$ 58.00	\$ 989,248.00
22	Asphalt Concrete Transition Section complete for the sum of	98	SY	\$ 261.50	\$ 25,627.00
23	Gravel Driveway complete for the sum of	724	SY	\$ 26.40	\$ 19,113.60
24	Asphalt Driveway complete for the sum of	80	SY	\$ 187.75	\$ 15,020.00
25	Replace Damaged Guardrail complete for the sum of	153	LF	\$ 49.00	\$ 7,497.00
26	W-Beam End Section complete for the sum	2	EA	\$ 3,810.00	\$ 7,620.00
27	Street Signs (New) complete for the sum of	10	EA	\$ 1,010.00	\$ 10,100.00
28	Type II - A-A reflectorized pavement markers complete for the sum of	76	EA	\$ 7.42	\$ 563.92
29	24" Thermoplastic Striping Solid White Line w/sealant complete for the sum of	37	LF	\$ 9.90	\$ 366.30

30	Solid White Arrow complete for the sum of	2	EA	\$ 402.15	\$ 804.30
31	4" Thermoplastic Striping Solid White Line w/sealant complete for the sum of	20,071	LF	\$ 0.87	\$ 17,461.77
32	4" Thermoplastic Striping Broken White Line w/sealant complete for the sum of	415	LF	\$ 0.84	\$ 348.60
33	4" Thermoplastic Striping Solid Yellow Line w/sealant complete for the sum of	14,320	LF	\$ 0.87	\$ 12,458.40
34	4" Thermoplastic Striping Broken Yellow Line w/sealant complete for the sum of	810	LF	\$ 0.87	\$ 704.70
TOTAL SECTION C - ROADWAY CONSTRUCTION ITEMS				\$	2,955,772.94

D. STORM DRAIN CONSTRUCTION ITEMS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
35	18" HDPP complete for the sum of	285	LF	\$ 88.30	\$ 25,165.50
36	Driveway Culvert SET complete for the sum of	18	EA	\$ 2,592.00	\$ 46,656.00
TOTAL SECTION D - STORM DRAIN CONSTRUCTION ITEMS				\$	71,821.50

BASE BID TOTAL (SECTIONS A - D): \$ 4,305,576.94

CONSTRUCTION TIME (Calendar Days) 365

September 11, 2025
Item No. 7.14.
FS1 & UCS Generator Replacement

Sponsor: Brett Cast , Assistant Director Capital Projects, Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with American Generator Services NA, LLC. in the amount of \$153,515.75 for the replacement of the generator at Fire Station 1 and the Utilities Customer Service building.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The City of College Station maintains generators on a 20-year replacement cycle. The Fire Station 1 Generator and the Utilities Customer Service Building generator were installed in 2004 and are up for replacement. The generators provide backup power for two vital facilities, Fire Station 1 and the Utility Customer Service building, which houses a vital server room for the city. When the units are replaced, the old units will be put up for auction to recoup some of the funds. The lead-time for these generators will be 4 months.

Budget & Financial Summary: This project will be covered by a contingency transfer from the General Fund.

Attachments:

1. FS1 and UCS Generator Replacement Vendor Signed Contract
2. UCS Generator Location Map
3. FS1 Generator Location Map



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300707 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Fire Station 1 and Utility Customer Service Generator Replacement

Name of Contractor: American Generator Services NA, LLC

CONTRACT TOTAL VALUE: \$ 153,515.75 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

Funding Account: 10010180 - 5799 GF-CIP-Cap-Misc

TIPS Contract: 25010401

(If required)*

CRC Approval Date*: 8/26/2025 **Council Approval Date*:** 9/11/2025 **Agenda Item No*:**

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

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

SIGNATURES RECOMMENDING APPROVAL

BC

Jennifer Cain
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

8/28/2025
DATE

[Signature]
ASST CITY MGR – CFO

8/29/2025
DATE

John A. Haislet
LEGAL DEPARTMENT

8/29/2025
DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

9.12.23 UPDATED

**CITY OF COLLEGE STATION
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 American Generator Services NA, LLC (the "Contractor") for the construction and/or installation of the following:
Generator Replacements at Fire Station No. 1 and UCS.

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: fifteen thousand three hundred fifty-one and 57 /100 Dollars (\$ 15,351.57).

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: one hundred fifty-three thousand five hundred fifteen and 75 /100 Dollars (\$ 153,515.75).

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 and NO /100 DOLLARS (\$ 200.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects (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
- G. Additional Terms and Conditions

AMERICAN GENERATOR SERVICES NA, LLC

By: John Alford

Printed Name: John Alford

Title: Vice President

Date: 8/28/2025

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

John D. Haislet

City Attorney

Date: 8/29/2025

Jim Enste

Assistant City Manager/CFO

Date: 8/29/2025

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20250234 05/16/2025

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
3	05/16/2025

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 03/03/2025

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 37.15	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.

=====

**** 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

PERFORMANCE BOND

Bond No. N0029SU001189

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, American Generator Services NA, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto Accelerant National Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of one hundred fifty-three thousand five hundred fifteen and 75 /100 Dollars (\$ 153,515.75) 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 Generator Replacements at Fire Station No. 1 and UCS

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. 25300707
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. N0029SU001189

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)

WITNESS: (if not a corporation)

By: [Signature]

Name: John Alford

Title: Vice President

Date: September 11, 2025

American Generator Services NA, LLC

(Name of Contractor)

By: [Signature]

Name: Aaron Berg

Title: _____

Date: September 11, 2025

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: [Signature]

Name: Kyle Cokinos

Title: President

Date: September 11, 2025

Accelerant National Insurance Company

(Full Name of Surety)

400 Northridge Road, Suite 800

Sandy Springs, GA 30350

(Address of Surety for Notice)

By: [Signature]

Name: Heather Noles

Title: Attorney-in-Fact

Date: September 11, 2025

FOR THE CITY:

REVIEWED:

John A. Haislet 8/29/2025
City Attorney

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:**

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

TEXAS STATUTORY PAYMENT BOND

Bond No. N0029SU001189

THE STATE OF TEXAS

§

THE COUNTY OF BRAZOS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, American Generator Services NA, LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto Accelerant National Insurance Company, a corporation organized and existing under the laws of the State of Delaware, 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 one hundred fifty-three thousand five hundred fifteen and 75 /100 Dollars (\$ 153,515.75) 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 11 day of September, 20 25, for Generator Replacements at Fire Station No. 1 and UCS, 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. N0029SU001189

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

American Generator Services NA, LLC
(Name of Contractor)

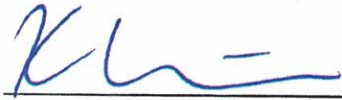
By: 
Name: John Alford
Title: Vice President
Date: September 11, 2025

By: 
Name: Aaron Berg
Title: _____
Date: September 11, 2025

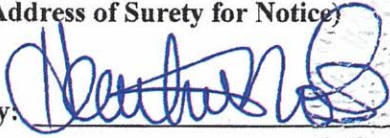
FOR THE SURETY:

ATTEST/WITNESS (SEAL)

Accelerant National Insurance Company
(Full Name of Surety)

By: 
Name: Kyle Cokinos
Title: President
Date: September 11, 2025

400 Northridge Road, Suite 800
Sandy Springs, GA 30350
(Address of Surety for Notice)

By: 
Name: Heather Noles
Title: Attorney-in-Fact
Date: September 11, 2025

FOR THE CITY:

REVIEWED:

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:**

John A. Haislet 8/29/2025
City Attorney

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

Contract No. 25300707
Construction Agreement Over \$50,000
Form 04-20-2023



Accelerant National Insurance Company

IMPORTANT NOTICE - TEXAS

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.

Accelerant National Insurance Company

To get information or file a complaint with your insurance company:

Call: US General Counsel Toll-free at 1-833-284-9200

Email: uscomplaints@accelins.com

Mail: 400 Northridge Road, Suite 800
Sandy Springs, GA 30350

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

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

Accelerant National Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: US General Counsel al Teléfono Gratuito: 1-833-284-9200

Correo electrónico: uscomplaints@accelins.com

Dirección postal: 400 Northridge Road, Suite 800
Sandy Springs, GA 30350

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

POWER OF ATTORNEY
Accelerant National Insurance Company

Accelerant National Insurance Company, a corporation duly organized under the laws of the State of Delaware and having its principal administrative office in Sandy Springs, Georgia, does hereby make, constitute and appoint:

Kyle Cokinos, Heather Noles, Taylor Mann

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$10,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolution(s) adopted by the Board of Directors of Accelerant National Insurance Company on December 12, 2023:

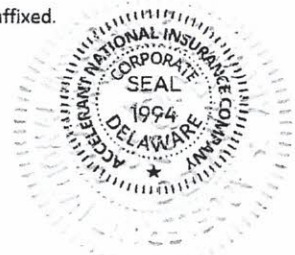
NOW, THEREFORE, IT IS HEREBY RESOLVED, that that the President, CEO or any Vice-President, Secretary or Assistant Secretary shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary; and further

RESOLVED, that the signature of the President, CEO, any Vice-President, Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continues to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed and its corporate seal to be hereto affixed.

Sarah Wohlford [SEAL]
Sarah Wohlford, Assistant Secretary



Commonwealth of Virginia
City of Richmond

On this 13th day of January, 2025, before me, a notary public, personally appeared, Sarah Wohlford, Assistant Secretary of Accelerant National Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the Commonwealth of Virginia that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Charles Yates
Notary



I, Sarah Wohlford, Assistant Secretary of Accelerant National Insurance Company, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney is in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company this 13th day of January, 2025.

Sarah Wohlford
Sarah Wohlford, Assistant Secretary

Attached to bond signed this September 11, 2025

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2025

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 Higginbotham Insurance Agency, Inc. 911 Central Pkwy. N. Suite 325 San Antonio TX 78232	CONTACT NAME: Lanae Stevens PHONE (A/C, No, Ext): 817-347-7054 E-MAIL ADDRESS: LaStevens@higginbotham.com FAX (A/C, No): 817-347-6981
INSURED American Generator Services NA, LLC 3701 Kirby Drive Suite 1166 Houston TX 77098	INSURER(S) AFFORDING COVERAGE INSURER A: Tri-State Ins Company of Minnesota INSURER B: Benchmark Insurance Company INSURER C: The Hanover American Insurance Company INSURER D: Evanston Insurance Company INSURER E: Texas Mutual Insurance Company INSURER F:

License#: 2081754

AMERGEN-03

COVERAGES**CERTIFICATE NUMBER:** 1379036031**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:			ADL 9179181-10	1/5/2025	1/5/2026	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 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ADL 9179181-10	1/5/2025	1/5/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			MKLV4EUE101098	1/5/2025	1/5/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
E	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 / A		0002105359	1/26/2025	1/26/2026	☒ 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
B	Pollution Liability			MNGR-P-2001811	1/5/2025	1/5/2026	Limit \$1,000,000
C	Leased & Rented Equip.			IHD J931983 00	1/5/2025	1/5/2026	Limit \$25,000 Each Locat
D	2nd Layer Excess Liability			MKLV4EUE101098	1/5/2025	1/5/2026	Each OCC / Each AGG \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability, Automobile Liability, and Pollution Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status

The General Liability, Automobile Liability, Pollution Liability, and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability, Automobile Liability, and Pollution Liability policies include a blanket Primary & Non-Contributory endorsement that applies to the See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
P.O. Box 9960
College Station TX 77845
2

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 Higginbotham Insurance Agency, Inc.		NAMED INSURED American Generator Services NA, LLC 3701 Kirby Drive Suite 1166 Houston TX 77098
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

certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

Umbrella Liability policy follows form provided by underlying insurance (General Liability, Auto Liability, and Employers Liability)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
E.	Medical Payments	See Declarations
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits	
	1. Bail Bonds	\$ 3,000
	2. Loss Of Earnings	\$ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSURED

- 1. Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed

in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

- a.** The written contract or written agreement is:
 - (1)** Currently in effect or becoming effective during the term of this policy; and
 - (2)** Fully executed by you and the additional insured prior to the "bodily

injury", "property damage" or "personal and advertising injury".

- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Persons or Organizations For Whom Operations Are Performed

- (a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and
- (b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph (a) above.
- (c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (i) Your acts or omissions; or
 - (ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

- (d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (i) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1.1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(1.2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

(ii) "Bodily injury" or "property damage" occurring after:

(1.1) 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

(1.2) 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.

(2) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(4) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(5) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written

contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

- (a) This insurance applies only with respect to:

- (i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

- (ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(7) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(8) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(9) Vendors

- (a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- (ii) Any express warranty unauthorized by you;

- (iii) Any physical or chemical change in the product made intentionally by the vendor;

- (iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1.1) The exceptions contained in Sub-paragraphs (iv) or (vi); or

- (1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

in the usual course of business, in connection with the distribution or sale of the products.

- (b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

- a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

- (1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

- (2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

- b. The insurance afforded to such additional insured only applies to the extent permitted by law.

- c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. KNOWLEDGE OF OCCURRENCE

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;

- (3) A manager, if you are a limited liability company; or

- (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

- (i) How, when and where the "occurrence" or offense took place;

- (ii) The names and addresses of any injured persons and witnesses; and

- (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

- 1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance.**

2. The paragraph immediately after Subparagraph **j.(6)** of Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the greater of:

- a. \$300,000; or

- b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to

you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You:**

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

E. MEDICAL PAYMENTS

The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the Medical Expense Limit shown in the Declarations.

F. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

- (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or

- (c) Street cleaning;

G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph **3.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

- a. Majority interest of more than 50% if you are a corporation;

- b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

- c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;
- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of **Section II – Who Is An Insured**;
- b. Current joint venture; or

- c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

- 1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and
- 2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions**:

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADVANTAGE AUTO ENHANCEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Paragraph No.	Name Of Extension	Limit or Included
A.	Additional Insured by Contract Or Agreement Including Primary and Noncontributory Other Insurance Condition	Included
B.	Airbags - Extended Coverage	Included
C.	Audio, Visual & Data Electronic Equipment Coverage (Including Telematics Tracking Equipment)	\$1,000
D.	Auto Loan/Lease Gap Coverage	\$2,500
E.	Autos Rented by Employees	Included
F.	Bail Bonds - Extended Coverage	\$5,000
G.	Broad Form Named Insured Including Newly Acquired or Formed Organizations	Included
H.	Custom Signs & Decorations	Included
I.	Employees as Insureds	Included
J.	Fellow Employee Coverage	Included
K.	Glass Repair – No Deductible	Included
L.	Hired Auto Physical Damage and Increased Loss of Use Expenses Loss of use (Per Day / Maximum)	\$100,000 \$500 / \$3,500
M.	Knowledge Of An Accident, Claim, Suit Or Loss	Included
N.	Loss Of Earnings - Extended Coverage	\$1,000
O.	Rental Reimbursement Coverage	
	Maximum Rental Expenses Per Day	\$75
	Maximum Rental Expenses Because Of Loss To Any One Covered "Auto"	\$3,375
	Maximum Rental Expenses Because Of Loss To All Covered "Autos" In Any One Policy Period	\$15,000
P.	Resultant Mental Anguish	Included
Q.	Towing And Labor Coverage Extension	\$100
R.	Transportation Expenses - Coverage Extension (Per Day / Maximum)	\$75 / \$2,500
S.	Unintentional Failure To Disclose Hazards	Included
T.	Waiver Of Subrogation By Contract Or Agreement	Included

The above is a summary only. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Covered Autos Liability Coverage**:

When you have agreed in a written contract or agreement to include a person or organization as an additional insured, such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional insured only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1. Who Is An Insured** of **Section II – Covered Autos Liability Coverage**, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".
2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident".
3. The insurance afforded to any such additional insured does not apply to any "accident" beyond the period of time required by the written contract or agreement described above.
4. The most we will pay on behalf of such additional insured(s) is the lesser of:
 - a. The Limits of Insurance specified in the written contract or agreement described above; or
 - b. The Limits of Insurance shown in the Declarations.
5. The following changes are made to Paragraph **5. Other Insurance** of **B. General Conditions** under **Section IV – Business Auto Conditions**:
 - a. The following is added to Paragraph **5.a.**:

If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be

primary to, and will not seek contribution from, the additional insured's own insurance.

b. Paragraph **5.c.** is deleted in its entirety.

6. Paragraph **A.1.c.** under **Section II – Covered Autos Liability Coverage** is deleted in its entirety.
7. The definition of "insured contract" under **Section V – Definitions** is amended to add the following:

An "insured contract" does not include that part of any contract or agreement: That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

B. AIRBAGS- EXTENDED COVERAGE

Section III – Physical Damage Coverage, Paragraph **B.3.a.** does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

C. AUDIO, VISUAL & DATA ELECTRONIC EQUIPMENT COVERAGE (Including Telematics Tracking Equipment)

Physical Damage Coverage is amended as follows:

1. In **Section III – Physical Damage Coverage**, Paragraphs **B.4.c.** and **B.4.d.** do not apply to:
 - a. Global positioning systems; or
 - b. "Telematics devices";which are not:
 - (1) Permanently installed in or upon the covered "auto";
 - (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
 - (3) An integral part of the same unit housing any electronic equipment

described in Paragraphs **a.** and **b.** above; or;

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

2. In the event of a "loss" to a covered "auto", the most we will pay for "loss" to global positioning systems and "telematics devices" in any one covered "auto" is the lesser of:

a. The actual cash value of the damaged or stolen property at the time of loss;

b. The cost of repairing or replacing damaged or stolen property with other property of like kind and quality; or

c. \$1,000

3. For each covered "loss", a deductible of \$100 shall apply.

"Telematics Devices" include devices that are not installed by the vehicle manufacturer and that are designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes global positioning systems and wireless safety communication devices.

Cellular, mobile and smart phones are not considered global positioning systems or "telematics devices" for purposes of this coverage provision.

D. AUTO LOAN/LEASE GAP COVERAGE

The following is added to **Section III – Physical Damage Coverage**, Paragraph **C.:**

In the event of a total "loss" to a covered "auto", we will pay up to \$2,500 on the unpaid amount due on the lease or loan for a covered "auto", less:

The amount paid under the Physical Damage Coverage section of the policy; and any:

1. Overdue or any deferred lease/loan payments at the time of the "loss";
2. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
3. Security deposits not returned by the

lessor;

4. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

5. Carry-over balances from previous loans or leases.

Coverage provided under this extension will be excess over any other collectible insurance including, but not limited to, any coverage provided by or purchased from the lessor or any financial institution.

However, this provision does not apply to the extent loan/lease gap coverage has been provided by separate endorsement to this policy.

E. AUTOS RENTED BY EMPLOYEES

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph **A.1.:**

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business

F. BAIL BONDS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(2)** is deleted and replaced by the following:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

G. BROAD FORM NAMED INSURED INCLUDING NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to sub paragraph **A1. Who Is An Insured** of **Section II – Covered Autos Liability Coverage**:

For any covered "auto";

Any organization, other than a partnership, joint venture or limited liability company, over which you maintain ownership or majority interest of more than 50 percent on the effective date of this endorsement and for which you are obligated prior to the loss to provide insurance, unless that organization is

an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance.

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

1. This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
2. Coverage under this provision does not apply to "bodily injury", "property damage", expense or "loss" that occurred before you acquired or formed the organization.
3. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. CUSTOM SIGNS & DECORATIONS

Physical Damage coverage on a covered "auto" extends to "loss" to custom signs and decorations including custom murals, paintings or other decals or graphics.

Our limit of liability for each "loss" to custom signs and decorations shall be the least of:

- (1) Actual cash value of the stolen or damaged property;
- (2) Amount necessary to repair or replace the property; or

This coverage does not apply to Hired Auto Physical Damage Coverage.

I. EMPLOYEES AS INSURED

Section II - Covered Autos Liability Coverage, Paragraph **A.1.b.(2)** is deleted and replaced by the following:

- (2) Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision, **I. EMPLOYEES AS INSURED**, does not apply if separate Employee as Insured coverage (or any

similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

J. FELLOW EMPLOYEE COVERAGE

Exclusion **B. 5. of Section II - Covered Autos Liability Coverage** is deleted and replaced with the following:

5. Fellow Employee

- a. "Bodily injury" to any fellow "employee" of an "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

However, this exclusion does not apply to liability incurred by your "employees" that are "executive officers".

No "employee" is an "insured" for "bodily injury" to a co-employee if such co-employee's exclusive remedy is provided under a workers' compensation law or any similar law.

For the purpose of Fellow Employee Coverage only, paragraph **B.5. of Business Auto Conditions** is changed as follows:

This **Fellow Employee Coverage** is excess over any other collectible insurance.

As used in 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.

K. GLASS REPAIR – NO DEDUCTIBLE

The following is added to Section III – Physical Damage Coverage, Paragraph D.:

3. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" when you elect to patch or repair glass rather than replace.

L. HIRED AUTO PHYSICAL DAMAGE AND INCREASED LOSS OF USE EXPENSES

Section III – Physical Damage Coverage, A. 4 Coverage Extensions is amended to include the following:

If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you lease, hire, rent or borrow without a driver, subject to the following provisions:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of \$100,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:

The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.

3. Coverage provided under this extension will be excess over any other collectible insurance you have.

Paragraphs 1 through 3 above do not apply if separate Hired Auto Physical Damage is indicated in the declarations.

For "autos" you lease, hire, rent or borrow covered under this Hired Auto Physical Damage Coverage extension or under separate coverage provided in the declarations, the limits in subparagraph **b. Loss Of Use Expenses** under paragraph **4. Coverage Extensions** as found in paragraph **A. Coverage of SECTION III – PHYSICAL DAMAGE COVERAGE**, are increased to \$500 per day, to a maximum of \$3,500.

M. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **Section IV – Business Auto Conditions**, Paragraph **A.2.:**

Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee

designated by you to give us such notice.

Notice of an "accident" or "loss" to your Workers' Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers' Compensation policy.

N. LOSS OF EARNINGS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(4)** is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

O. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 45 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. The maximum rental expenses indicated below:

- (1) Not more than \$75 per day;
- (2) The maximum rental expenses shown below:
 - (a) \$3,375 because of "loss" to any one covered "auto";
 - (b) \$15,000 because of all "loss" to all covered "autos" in any one policy period.
4. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

P. RESULTANT MENTAL ANGUISH

Section V - Definitions, Paragraph **C.** is deleted and replaced by the following:

- C.** "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Q. TOWING AND LABOR COVERAGE EXTENSION

The following is added to **Section III – Physical Damage Coverage**, paragraph **A.2.:**

1. We will pay up to \$100 for a covered "auto" for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

R. TRANSPORTATION EXPENSES - COVERAGE EXTENSION

Paragraph **A.4.a. Transportation Expenses of Section III – Physical Damage Coverage** is amended as follows:

1. The Limits of Insurance are increased to \$75 per day to a maximum of \$2,500.
2. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

S. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **Section IV - Business Auto Conditions**, Paragraph **B.2.:**

If you unintentionally fail to disclose any hazards existing at the inception of this policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV - Business Auto Conditions**, Paragraph **A.5.:**

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you have agreed under written contract or agreement to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived prior to the "accident" or the "loss".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Effective Date: 1/5/2025
Policy Number: MNGR-P-2001811
Insured Name: American Generator Services NA, LLC
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CONTRACTORS POLLUTION LIABILITY POLICY
FOLLOW FORM EXCESS LIABILITY POLICY
PROFESSIONAL LIABILITY POLICY

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
Any person(s) or organization(s) where required by written contract, executed prior to the start of Operations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following condition is added to the policy and supersedes anything to the contrary:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the SCHEDULE above because of payments we make for injury or damage arising out of your ongoing operations or **your work** ("your work") done under a contract with that person(s) or organization(s) and included in the **products-completed operations hazard** (products-completed operations hazard/"products completed operations hazard"). This waiver applies only to the person(s) or organization(s) shown in the SCHEDULE of this endorsement.

ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Effective Date: 1/5/2025
Policy Number: MNGR-P-2001811
Insured Name: American Generator Services NA, LLC
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CONTRACTORS POLLUTION LIABILITY POLICY

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
Any person(s) or organization(s) whom the Named Insured (Named Insured) agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.
LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:
Project locations in which this endorsement is required by contract.

The following condition is added to the policy and supersedes anything to the contrary:

SECTION II – Who Is An Insured is amended to include the person(s) or organization shown in the SCHEDULE as an additional insured, but only with respect to liability for **bodily injury** (“bodily injury”) or **property damage** (“property damage”) arising out of **your work** (“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** (“products-completed operations hazard”).

All other terms and conditions remain the same.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Effective Date: 1/5/2025
Policy Number: MNGR-P-2001811
Insured Name: American Generator Services NA, LLC
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CONTRACTORS POLLUTION LIABILITY POLICY
PROFESSIONAL LIABILITY POLICY
SITE POLLUTION LIABILITY POLICY

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
Any person(s) or organization(s) whom the Named Insured (Named Insured) agrees, in a written contract, to provide Primary and/or Non-Contributory status of this insurance. However, this status exists only for the project specified in that contract.
LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:
Project locations in which this endorsement is required by contract.

The following condition is added to the policy and supersedes anything to the contrary:

This policy shall be considered primary to any similar insurance held by third parties in respect to work performed by an insured under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and noncontributory to this insurance.

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.

See SOW below in proposal #4399002 and proposal #4388010

Existing generators to be placed in the Facility Maintenance Yard, 303 William King Cole Dr.



AMERICAN GENERATOR SERVICES

3701 Kirby
Suite 1166
Houston, TX 77098
p. 915-335-4351

SOLD TO:

City of College Station
1101 Texas Avenue
College Station, TX 77842

Contact:

Craig Donhalik

Avalara - Avalara

PO Number	Order Date	Salesperson	Proposal Number
TIPS 250104	7/28/2025		Installation - Commercial - 4399002 (Pending)
Terms			
NET30			

Proposal

Proposal Date	Proposal Number
8/6/2025	Installation - Commercial - 4399002 (Pending)
Customer Number	
CIT00093	

SHIP TO:

Public Works - Utility Customer
Service
310 Krenek Tap Rd
College Station, TX 77840-5023

Mfg	Model	Serial #	Description		
GENERAC	Generac - 4697840100	2080891	Generac 200kW Diesel 400-gal		
Description	Quantity	Unit Price	Subtotal	Tax	Total
LABOR	92.00	170.00	15,640.00	0.00	15,640.00
SOW - Pump out and properly dispose of all diesel fuel from the existing generator to ensure the unit is empty. Disconnect and isolate all electrical wiring. Remove the existing generator and load it onto the crane truck. Deliver the unit to a customer-specified location within a 25-mile radius of the work site. Set the new generator in place using the crane truck. Reconnect electrical wiring and verify proper phase rotation. Fill the new unit to full diesel capacity. Perform startup and transfer test, followed by a 2-hour resistive load bank test to confirm proper operation.					
SD0200KG178.7D18HPSY3	1.00	71,645.00	71,645.00	0.00	71,645.00
SD200					
Stationary Emergency-Standby rated					
200 kW Rating, wired for 277/480 VAC three phase, 60 Hz					
Permanent Magnet Excitation					
UL2200, EPA Emergency Certified					
Level 1 Acoustic Enclosure, Steel, Industrial Grey Baked-On Powder Coat					
Finish					
AC/DC Enclosure Interior LED Lighting Kit					
24%22 372 Gallon Double-Wall UL142 Basetank					
Mechanical fuel level indicator gauge					
Electronic fuel level sender					
Emergency Vents					
8%22 Fuel Fill Extension					
Stainless Steel Fire-Rated fuel supply and return hoses					
H-100 Control Panel					
21 Light Remote Annunciator, Surface-Mount, Integral 8 Function Relay					
Board					
Remote Emergency Stop Switch, Surface-Mount, shipped loose					
Primary MLCB, 80% rated thermal-magnetic, 350A, Alarm Contact, Shunt					
Trips, Aux Contacts					
Battery Charger, 10 Amp, NFPA 110 compliant, installed					
110 AH, 925 CCA Group 31 Batteries, with rack, installed					
Coolant Heater, 2000W, 240VAC					
Air Filter Restriction Indicator					
Pad Vibration Isolators					
12 Position Load Center					
Alternator Strip Heater					
Flush Mount Annunciator Kit					
Std set of 3 Manuals					
Standard 2-Year Limited Warranty					
Model # SD0200KG178.7D18HPSY3					
Fuel Trailer	1.00	300.00	300.00	0.00	300.00



AMERICAN GENERATOR SERVICES

3701 Kirby
Suite 1166
Houston, TX 77098
p. 915-335-4351

Proposal	
Proposal Date 8/6/2025	Proposal Number Installation - Commercial - 4399002 (Pending)
Customer Number CIT00093	

Mfg	Model	Serial #	Description			
Description	Quantity	Unit Price	Subtotal	Tax	Total	
800gal Fuel Trailer Service						
Fuel Trailer - DIE - GALS	372.00	5.50	2,046.00	0.00	2,046.00	
Diesel - Fuel Gallons						
Crane Truck Service	1.00	3,000.00	3,000.00	0.00	3,000.00	
TRAVEL MILEAGE	1.00	2,250.00	2,250.00	0.00	2,250.00	
			Total	94,881.00	0.00	94,881.00

Please note, no formal site visit was conducted to estimate this project. Pricing may be subject to change upon final! scope confirmation

Exclusions

This scope does not include:

- Any permitting, engineering, or utility coordination unless otherwise specified
- Modifications to existing site infrastructure, concrete pads, or fencing
- Fuel polishing or fuel transfer beyond the emptying of the existing unit
- Repairs to pre-existing site wiring, ATS components, or generator controls
- Final painting, touch-up work, or site restoration beyond work area cleanup



AMERICAN GENERATOR SERVICES

3701 Kirby
Suite 1166
Houston, TX 77098
p. 915-335-4351

SOLD TO:

City of College Station
1101 Texas Avenue
College Station, TX 77842

Contact:

Craig Donhalik

Avalara - Avalara

PO Number	Order Date	Salesperson	Proposal Number
TIPS 250104	7/22/2025		Installation - Commercial - 4388010 (Pending)

Terms

NET30

Mfg	Model	Serial #	Description
GENERAC	Generac 4697810200	2080539	AGSNA1474 Generac 80kW Diesel 189-gal

Description	Quantity	Unit Price	Subtotal	Tax	Total
LABOR	80.00	170.00	13,600.00	0.00	13,600.00

Estimated 3 days - 3 Technicians

SOW - Pump out and properly dispose of all diesel fuel from the existing generator to ensure the unit is empty. Disconnect and isolate all electrical wiring. Remove the existing generator and load it onto the crane truck. Deliver the unit to a customer-specified location within a 25-mile radius of the work site. Set the new generator in place using the crane truck. Reconnect electrical wiring and verify proper phase rotation. Fill the new unit to full diesel capacity. Perform startup and transfer test, followed by a 2-hour resistive load bank test to confirm proper operation.

SD0080GG174.5D18DPYY3	1.00	39,945.25	39,945.25	0.00	39,945.25
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SD80

Stationary Emergency-Standby rated
80 kW Rating, wired for 120/208 VAC three phase, 60 Hz
Permanent Magnet Excitation
UL2200
EPA Certified
SCAQMD
Standard Weather Protective Enclosure, Steel, Industrial Grey
Baked-On Powder Coat Finish
24" 189 Gallon Double-Wall UL142 Base tank
Mechanical fuel level indicator gauge
Electronic fuel level sender
Emergency Vents
8" Fuel Fill Extension
Power Zone 410 Digital Control Panel for Single Generators
21 Light Remote Annunciator
Remote Emergency Stop Switch, Surface-Mount, shipped loose
Primary MLCB, 80% rated thermal-magnetic
300 Amp
Alarm Contacts, Shunt Trip
Auxiliary Contacts, 1 Set
Battery Charger, 10 Amp, NFPA 110 compliant, installed
110 AH, 925 CCA Group 31 Battery, with rack, installed
Coolant Heater, 1500W, 120VAC
8 Position Load Center
Alternator Strip Heater
Flush Mount Annunciator Kit
Fire Rated Stainless Steel Fuel Supply Hoses
Pad-Type Vibration isolators, Shipped Loose
3 Owner's Manuals
Standard 2-Year Limited Warranty
SD0080GG174.5D18DPYY3

Proposal

Proposal Date	Proposal Number
8/6/2025	Installation - Commercial - 4388010 (Pending)
Customer Number	
CIT00093	

SHIP TO:

Public Works - Fire Station #1
304 Holleman Dr E
College Station, TX 77840-7000



AMERICAN GENERATOR SERVICES

3701 Kirby
Suite 1166
Houston, TX 77098
p. 915-335-4351

Proposal

Proposal Date 8/6/2025	Proposal Number Installation - Commercial - 4388010 (Pending)
Customer Number CIT00093	

Mfg	Model	Serial #	Description			
Description	Quantity	Unit Price	Subtotal	Tax	Total	
Crane Truck Service	1.00	1,500.00	1,500.00	0.00	1,500.00	
Fuel Trailer	1.00	300.00	300.00	0.00	300.00	
800gal Fuel Trailer Service						
Fuel Trailer - DIE - GALS	189.00	5.50	1,039.50	0.00	1,039.50	
Diesel - Fuel Gallons						
TRAVEL MILEAGE	1.00	2,250.00	2,250.00	0.00	2,250.00	
			Total	58,634.75	0.00	58,634.75

Exclusions

This scope does not include:

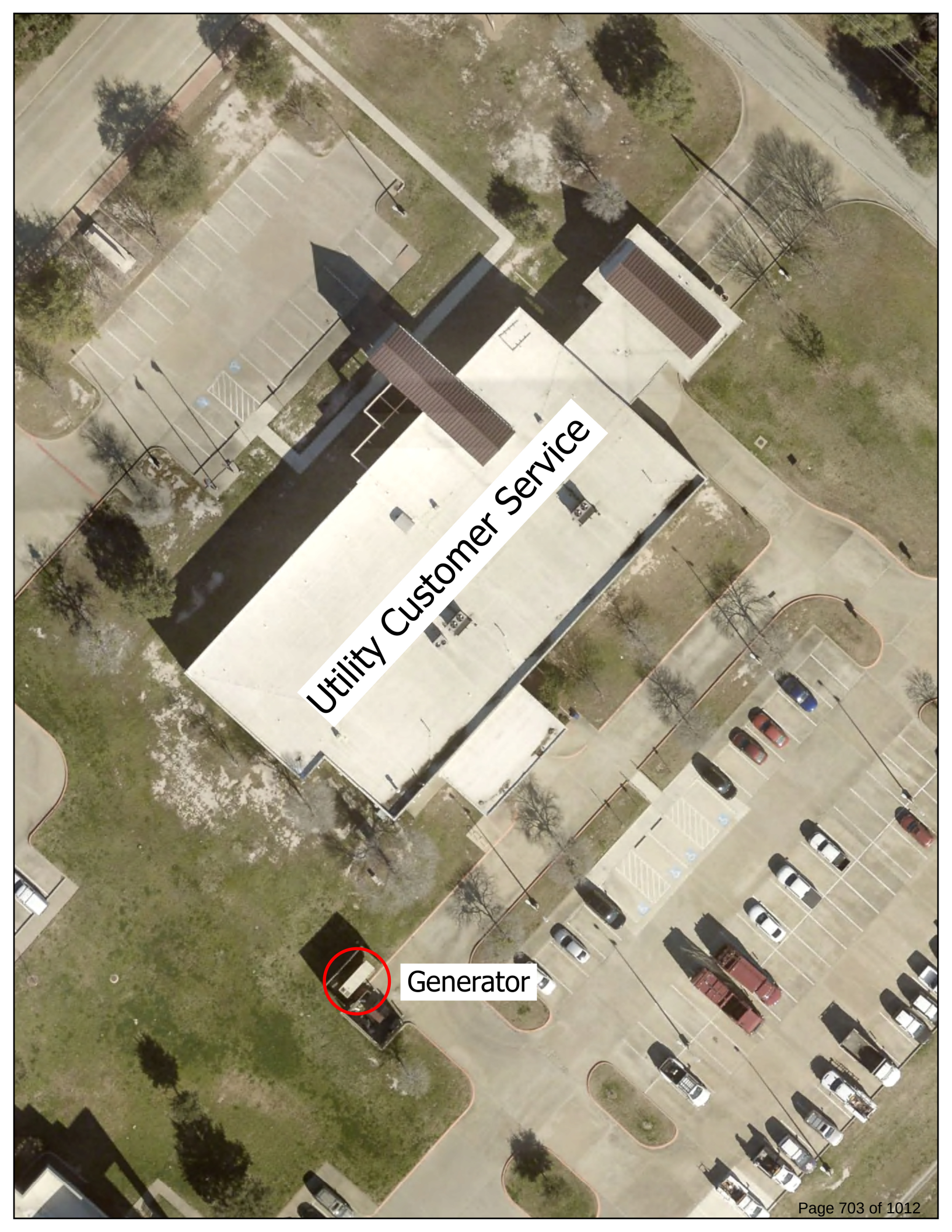
- Any permitting, engineering, or utility coordination unless otherwise specified
- Modifications to existing site infrastructure, concrete pads, or fencing
- Fuel polishing or fuel transfer beyond the emptying of the existing unit
- Repairs to pre-existing site wiring, ATS components, or generator controls
- Final painting, touch-up work, or site restoration beyond work area cleanup

EXHIBIT E
CONSTRUCTION SCHEDULE

EXHIBIT F
SCHEDULE OF VALUES

EXHIBIT G
ADDITIONAL TERMS AND CONDITIONS

1. **Controlling Terms and Conditions.** The parties agree that the following specific terms and conditions control over any terms or conditions in the contract that conflict, despite any language to the contrary.
2. **Statement of Work (“SOW”) Proposals.** See SOW below in proposal #4399002 and proposal #4388010 (the “Proposals”).
 - a. The Parties acknowledge and agree that notwithstanding any provision of the Agreement or any other Contract Documents to the contrary, including without limitation Section 2.01 and 46.02:
 - i. the definition of the “Work” to be completed by Contractor pursuant to the Agreement shall be amended (i) to specifically only include the matters included in the Proposals under the heading “Labor”, (ii) shall not include any item referenced as an exclusion in the Proposals, and (iii) shall be determined Finally Complete and conforming to the requirements of the Contract upon the later to occur of: (1) delivery (i.e. transport to and unloading from vehicle) of the removed generators at the location specified by the City at a location not to exceed 50 miles from the pickup location, and (2) performance of a successful startup and transfer test, followed by a 2-hour resistive load bank test with respect to the two generators to be installed; without limiting the foregoing, any requirement beyond the foregoing constitutes “Extra Work” and shall be performed only pursuant to, and compensated by, a mutually agreed upon written Change Order.
 - ii. This provision shall control over any conflicting provision of the Agreement or the other Contract Documents to the fullest extent permitted by applicable law and, to the extent necessary to enforce its provisions, is expressly intended to amend the form Agreement.
3. **Liability Limitation on Claims Exceeding Insurance Coverages.** The parties agree that the Contractor’s liability is limited to the policy limits of Contractor’s insurance policies required by this Contract. Contractor’s required insurance policies shall be primary and if the insurance required by this Contract is exhausted in full up to policy limits by a City claim, then the City agrees to waive any further recovery beyond what has already been provided by Contractor’s insurance policy limits.
4. **Mutual Waiver of Certain Damages.** Both parties waive and release any right to recover from the other any consequential, incidental, special, exemplary, indirect, punitive, or multiple damages of any kind, including without limitation loss of use, loss of revenue, loss of profits or business opportunity, financing or interest costs. This waiver applies notwithstanding any default or breach by either party and shall survive Final Completion and any termination of the Agreement.



Utility Customer Service

Generator

An aerial photograph of a fire station building with a grey roof and a curved driveway. A white rectangular generator is circled in red in the lower-left area of the image, near the driveway. The surrounding area includes parking lots with several vehicles and trees.

Firestation 1

Generator

September 11, 2025
Item No. 7.15.
Purchase of Replacement Motors for Water Wells

Sponsor: Gary Mechler, Director of Water, Stephen Maldonado, Assistant Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the purchase of three 600-horsepower water well motors from Integrated Power Services, LLC for \$233,662.20.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The City of College Station's water supply is provided by ten City-owned and operated groundwater wells. As part of the Water Services Department's ongoing asset management program, routine rehabilitation is performed to ensure reliable, efficient, and consistent water production. A recent engineering evaluation recommended increasing the pump motor sizes at three wells to improve system performance.

Upon City Council approval, this item would authorize the purchase of three 600-horsepower motors for installation on existing wells as part of upcoming rehabilitation projects aimed at optimizing well performance. This direct purchase from Integrated Power Services, LLC—made through a cooperative purchasing agreement (AggieBuy Contract #C2024-13638)—meets all legal requirements for competitive bidding or proposals and provides the best value for the City's water supply system.

Budget & Financial Summary: A combined budget of \$3,840,000 is available in the Water Capital Improvement Projects Fund. A combined total of \$2,497,634 has been encumbered or spent to date, leaving a balance of \$1,342,366 for this contract and related expenses.

Attachments:

1. Integrated Power Services, LLC - Quote

<< QUOTE >>



Evans Enterprises, Inc.
201 S. Industrial Drive
Waco, TX 76710
UNITED STATES
(254)-772-4710

PAGE 1

QUOTE DATE 7/10/2025
QUOTE NO 00266155
CURRENCY ID USD

S 560413
O CITY OF COLLEGE STATION
L PO BOX 9973
D COLLEGE STATION, TX 77842

T
O

S 000002
H CARTER CREEK WW TREATMENT
I PO BOX 9960
P 2200 N FOREST PARKWAY
COLLEGE STATION, TX 77842

T
O

TOTAL DUE 233,662.20

SLS1	SLS2	DUE DATE	DISC DUE DATE	TRANS NO	ORDER DATE	SHIP NO
DEW				00266155		

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	SHIP DATE
NET 30			

ITEM ID	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
25JDS0114B	0	EA	3.0000	0.0000	77,037.4000	231,112.20

NIDEC/US 600HP 1800RPM 3/60/460V 5008P FRAME WPI
ENCLOSURE TITAN VERTICAL HOLLOSHAFT INVERTER
DUTY MOTOR
DUPLICATE OF 20241316 SO MOTOR PURCHASED ON PO
24204936-00

ELIGIBLE FOR AGGIEBUY CONTRACT C2024-13638

QUOTE EXPIRATION DATE: 10/8/2025

LEAD TIME 10 WEEKS + TRANSIT

FOB MENA, AR - PPD & ADD

FREIGHT	0	EA	1.0000	0.0000	2,550.0000	2,550.00
ESTIMATED FREIGHT PP&A						

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	233,662.20	0.00	0.00	0.00	233,662.20

TOTAL DUE 233,662.20

Check Remittance
Evans Enterprises, Inc.
Integrated Power Services, LLC
PO Box 601492
Charlotte, NC 28260-1492

Electronic Remittance
Wells Fargo Bank,
NA Acct # 2000034198410
ABA # 053207766

We impose a surcharge on credit cards that is not greater than our cost of acceptance, and is within compliance with states allowed maximum. Integrated Power Services Terms and Conditions of Sale apply to this Invoice. A copy of the terms are available at <http://www.ips.us/terms-and-conditions-usa/> 1 ½% per month interest charged on overdue accounts. Net 30 days-overdue accounts subject to collection charges. No goods to be returned without written permission. Claims for short shipment or damaged items must be made within 3 days of arrival. Unless otherwise stated invoice amounts are payable in US funds.

Tariff Surcharge – please note this quote is subject to a tariff surcharge which will be estimated based on the current tariff environment. The final tariff surcharge will be updated at the time of invoicing

September 11, 2025
Item No. 7.16.
Annual Chlorine Gas and Sodium Hypochlorite Purchase

Sponsor: Stephen Maldonado, Assistant Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving the annual purchase of chlorine gas and sodium hypochlorite from PVS DX, Inc. Based on current unit pricing, the estimated annual expenditure for both items is \$448,880.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The Texas Commission on Environmental Quality (TCEQ) requires all public water systems to maintain minimum disinfectant levels to protect public health and safety. To meet this regulatory requirement, the City of College Station utilizes chlorine gas and sodium hypochlorite in its water treatment processes.

To secure a supplier, the City issued an invitation to bid for an annual purchase agreement and received five responses. After evaluating the proposals, staff determined that PVS DX, Inc. offers the best overall value to meet the City's operational and regulatory needs.

Budget & Financial Summary: Water Operating Funds are budgeted and available to support the anticipated annual chemical purchases.

Attachments:

1. Bid Tabulation 25-080

City of College Station
25-080 Annual Price Agreement for
Water Chemicals
Bid Opening:
Monday, August 18, 2025 at 2:00 p.m. CT

				Brenntag Southwest, Inc.		Hawkins Inc.		PM CHEMICAL SOLUTIONS, LLC	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Liquid Chlorine in 1 ton containers	70	ton	\$ 2,450.00	\$ 171,500.00				
2	12.5% Sodium Hypochlorite	155,000	gals	\$ 1.89	\$ 292,950.00	\$ 1.60	\$ 248,000.00	\$ 8.97	\$ 1,390,350.00
Annual Total Cost				\$ 464,450.00		\$ 248,000.00		\$ 1,390,350.00	
Bid Security				N/A		N/A		N/A	
Addendum Acknowledged				N/A		N/A		N/A	
Certification Page				Y		Y		Y	

				PVS DX, Inc.		Tarquin LLC (Tarquin Coolpro LLC)	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Liquid Chlorine in 1 ton containers	70	ton	\$ 2,449.00	\$ 171,430.00		
2	12.5% Sodium Hypochlorite	155,000	gals	\$ 1.79	\$ 277,450.00	\$ 1.58	\$ 244,900.00
Annual Total Cost				\$ 448,880.00		\$ 244,900.00	
Bid Security				N/A		N/A	
Addendum Acknowledged				N/A		N/A	
Certification Page				Y		Y	

September 11, 2025

Item No. 7.17.

Oversized Participation Agreement with Boardwalk Estates, LLC and Site Utilities and Construction, LLC

Sponsor: Lucas Harper

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an Oversized Participation Agreement with Boardwalk Estates, LLC and Site Utilities and Construction, LLC for an amount not to exceed \$165,991 for the construction of a water line along portions of Richards Street, Sterling Street, and Crest Street.

Relationship to Strategic Goals:

Good Governance

Financially Sustainable City

Core Services and Infrastructure

Diverse Growing Economy

Recommendation(s): Staff recommends approval of the Oversized Participation Agreement.

Summary: The Developer, Boardwalk Estates, LLC, is redeveloping a portion of the Richards Addition Subdivision as a middle housing product with a combination of split lot duplex dwelling units and townhouse dwelling units. As part of the project, the developer was required to relocate water services for the 48 proposed units. This presented an opportunity for the City to partner with the Developer in fully replacing the existing asbestos concrete water mains that were installed in 1977 and 1980. Replacement of the aging asbestos concrete water mains with new PVC water mains during the redevelopment will allow the City of College Station to reduce maintenance and downtime associated with the older line.

Budget & Financial Summary: N/A

Attachments:

1. Oversized Participation Agreement - Boardwalk Estates LLC_DevSigned



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: _____ PROJECT #: SP2025-000028 BID/RFP/RFQ#: _____

Project Name / Contract Description: Sterling & Richards Middle Housing Water Line Oversized Participation Agreement

Name of Contractor: Site Utilities and Construction, LLC

CONTRACT TOTAL VALUE: \$ 165,991 **Grant Funded** Yes ☐ No ☒
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A **Davis Bacon Wages Used** ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A **Buy America Required** ☐ Yes ☐ No ☒ N/A
Transparency Report ☐ Yes ☐ No ☒ N/A

☒ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
N/A

(If required)*
CRC Approval Date*: _____ **Council Approval Date*:** _____ **Agenda Item No*:** _____

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: _____ **Performance Bond:** _____ **Payment Bond:** _____ **Info Tech:** _____

SIGNATURES RECOMMENDING APPROVAL

[Signature]
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

9/4/2025
DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

**CITY OF COLLEGE STATION
OVERSIZED PARTICIPATION AGREEMENT
FOR CONSTRUCTING, RECONSTRUCTING, OR OVERSIZING
PUBLIC INFRASTRUCTURE**

This Agreement is entered into by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (hereinafter "City"),

Boardwalk Estates, LLC, a (insert state) Texas
(check one) ☐ corporation ☐ partnership ☒ sole proprietorship ☒ limited liability company,
whose principle office is located at 3515 Longmire Dr,
College Station, TX, 77845 (hereinafter "Developer") and,

Site Utilities and Construction LLC, a (insert state) Texas
(check one) ☐ corporation ☐ partnership ☒ sole proprietorship ☒ limited liability company,
whose principle office is located at 13651 Highway 21 W,
North Zulch, TX, 77872 (hereinafter "Contractor"), whereas
the City, Developer, and Contractor are hereinafter collectively referred to as the "Parties".

WHEREAS, Developer is developing property within the City of College Station city limits, more particularly described as Richards Addition College Station, Brazos County, Texas (hereinafter "Property") a description of which is attached hereto as **Exhibit "A"**; and

WHEREAS, Developer is required to construct, reconstruct, or oversize certain public infrastructure, such as roadways, utilities, sidewalks, drainage facilities, water and sewer facilities, that relate to Developer's proposed development of the Property; and

WHEREAS, Developer has engaged Contractor to perform portions of the above-described work; and

WHEREAS, City is required or desirous of assuming some financial responsibility for construction, reconstruction, or oversizing of certain public infrastructure affecting Developer's development; and

WHEREAS, the City and Developer will receive benefits from participation in the construction, reconstruction, or oversizing of certain public infrastructure as set forth in this Agreement; and

WHEREAS, because of this and in order to comply with City's overall development plan, both Developer and City agree that it is in the best interests of the public for the Parties to construct, reconstruct, or oversize certain identified public infrastructure; and

WHEREAS, the City Engineer has reviewed the data, reports and analysis, including that provided by Developer's engineers, and determined that certain such public infrastructure qualifies for City-Developer participation; and

WHEREAS, the Parties agree as to the nature and proportion of participation as further recited herein and as may be required by applicable law including Chapter 212, Subchapter C, Developer Participation in Contract for Public Improvement and Chapter 252, Purchasing and Contracting Authority of Municipalities of the Texas Local Government Code; and

NOW, THEREFORE, for and in consideration of the recitations above and the promises and covenants herein expressed, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Approved Plans means the plans and specifications that meet the requirements of this Participation Agreement, the City of College Station Codes and Ordinances and any other applicable laws and that have been submitted to, reviewed and approved by the City of College Station relating to the Project.

1.2 City or College Station means the City of College Station, a Texas Home Rule Municipal Corporation located at 1101 Texas Avenue, College Station, Texas 77840, with a mailing address of P.O. Box 9960, College Station, Texas 77842.

1.3 Contractor means the contractor entity described in the caption of this Agreement.

1.4 Developer means the developer entity described in the caption of this Agreement.

1.5 Effective Date. The date on which this Agreement is duly approved by both Parties.

1.6 Final Completion. The term "Final Completion" means that all the work on the Project has been completed, a written guarantee of performance for a one-year maintenance period has been provided, all final punch list items have been inspected and satisfactorily completed, all payments to material men and subcontractors have been certified as completed, all documentation, and all closeout documents have been executed and approved by the Developer as required, all Letters of Completion and other City documentation have been issued for the Project, all reports have been submitted and reporting requirements have been met, and Developer has fully performed or caused to be fully performed, all other requirements contained herein.

1.7 Letter of Completion. A letter issued by the City Engineer stating that the construction of public improvements conforms to the plans, specifications and standards contained in or referred to in the Unified Development Ordinance of the City of College Station and the Approved Plans.

1.8 Oversizing Participation Costs means the difference between the Project Costs of the necessary public infrastructure with oversizing and the Project Costs of the necessary public infrastructure without oversizing, as contained in the Developer's engineer's detailed cost estimate prepared and sealed by a licensed professional engineer. Note: All levels of funding, including, but not limited to, Oversizing Costs, Participation Costs, and Project Costs and estimates shall be reviewed and approved by the City Engineer.

1.9 **Property** means that certain tract or tracts of land located at 208-270 Richards St, 307-309 Sterling St, 2105-2115 + 2106-2108 Crest St, and as further described in **Exhibit "A"**.

1.10 **Project** means the construction of Water Line improvements as described in **Exhibit "C"**, and includes the full cost of materials and labor for construction, but excludes City-paid oversizing costs and costs of surveys, easements, and engineering and inspection services. Note: All levels of funding, including, but not limited to, Oversizing Costs, Participation Costs, and Project Costs and estimates shall be reviewed and approved by the City Engineer.

1.11 **Project Costs** means the full cost of materials and labor for construction of the Project, but excluding City-paid oversizing costs and costs of surveys, easements, and engineering and inspection services. Note: All levels of funding, including, but not limited to, Oversizing Costs, Participation Costs, and Project Costs and estimates shall be reviewed and approved by the City Engineer.

ARTICLE II CITY COST PARTICIPATION

2.1 **Agree to Participate.** City agrees to cost participate in the Project up to the maximum not-to-exceed amounts and percentages, as determined by the City Engineer and based upon the "Oversizing Participation Costs", which includes the total Bond Costs (as defined in Section 5.1), as estimated in **Exhibit "D"**. City's actual rate of participation will be based upon the final actual cost of the Project as reflected by the breakdown of costs required pursuant to this Agreement. In no event shall the City's total costs exceed the maximum amounts estimated in **Exhibit "D"**.

2.2 **Competitive Bidding.** If the Project is located within the extraterritorial jurisdiction of the City, then the Project must be competitively bid pursuant to Chapter 252 of the Texas Local Government Code, as amended. If competitive bidding is required:

- a. Developer shall pay for all costs associated with advertising, printing, and distributing plans and specifications for the Project, and
- b. City will be responsible for placing the advertisements, obtaining bids, negotiating proposals, and awarding bids.

2.3 **Cost of Project.** Developer's engineer's sealed detailed cost estimate of the Project is attached hereto and incorporated herein as **Exhibit "D"**.

2.4 **Application for Payment.** Application for payment by the Developer to the City for payment to the Developer pursuant to the terms of this Agreement must include the following in a form acceptable to City:

- a. Certification by Developer of Final Completion of the Project in accordance with the Approved Plans;

- b. Copies of all Letters of Completion relating to the Project;
- c. Certification by Developer of Developer's compliance with all City Codes, Ordinances and standards relating to the Project;
- d. Dedication of the land for the right-of-way or public utility easement either by plat or by separate public utility easement instrument approved and prepared by City;
- e. A title report dated within sixty (60) days of the date of such plat or public utility easement;
- f. Lien releases or subordinations from all lenders, if any, as required by City, and
- g. A breakdown of actual costs of the Project with supporting documentation, including all payment receipts and a breakdown of City's portion of Project Costs, as appropriate.

2.5 City Participation Payment. Developer shall submit the written application for City participation payment within sixty (60) days after issuance of all Letters of Completion relating to the Project or Developer shall be ineligible to receive the City participation payment as specified in this Agreement and City's obligation to cost participate shall terminate without any liability. Subject to written approval by the City Manager, the Developer's sixty (60) day submittal deadline may be extended up to one-hundred twenty (120) days to account for extenuating circumstances related to the Project. Applications may not be submitted prior to the issuance of all Letters of Completion. City will pay its participation funds in one payment within forty-five (45) days after receipt of a complete written application for participation payment from Developer.

2.6 No Waiver of Impact Fees. By entering into this Agreement, the City does not waive nor exempt Developer from Impact Fees or other City fees.

2.7 Reports, books and other records. Developer shall make its books and other records related to the Project reasonably available for inspection by City. Developer shall submit to City any and all information or reports reasonably requested to verify the expenditures submitted for City participation eligibility including, but not limited to bid documents, payment applications, including any supporting information, canceled checks, copies of construction and engineering documents, as determined by the City Engineer in his reasonable discretion, for the verification of the cost of the Project detailed in **Exhibits "C" and "D"** of this Agreement. The submission of these reports and information shall be the responsibility of Developer and shall be certified by Developer's Licensed Professional Engineer at Developer's expense and signed by an authorized official of the entity.

**ARTICLE III
GOVERNMENTAL IMMUNITY, INDEMNIFICATION,
RELEASE AND INSURANCE**

3.1 BY ENTERING INTO THIS AGREEMENT, THE CITY DOES NOT CONSENT TO SUIT; WAIVE ITS GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES UNDER THE TEXAS TORT CLAIMS ACT.

3.2 INDEMNIFICATION. DEVELOPER AND CONTRACTOR, JOINTLY AND SEVERALLY, AGREE TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY AND ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, EXPERT FEES AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, OR FOR BREACH OF CONTRACT, ARISING OUT OF OR IN CONNECTION WITH THE PROJECT OR WORK PERFORMED UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH INJURIES, DEATH, DAMAGES OR BREACH ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE DEVELOPER, THE CONTRACTOR, OR ANY THIRD PARTY.

3.3 RELEASE. DEVELOPER AND CONTRACTOR, JOINTLY AND SEVERALLY, ASSUME FULL RESPONSIBILITY FOR THE PROJECT OR WORK TO BE PERFORMED HEREUNDER, AND RELEASE, RELINQUISH AND DISCHARGE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES, FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREFORE, FOR ANY INJURY TO OR DEATH OF ANY PERSONS AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH, DEVELOPER'S OR CONTRACTOR'S PROJECT OR WORK TO BE PERFORMED HEREUNDER. THIS RELEASE SHALL APPLY WHETHER OR NOT SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER OR NOT SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION WERE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CITY, ANY OTHER PARTY RELEASED HEREUNDER, DEVELOPER, CONTRACTOR, OR ANY THIRD PARTY.

3.4 Insurance. The Developer and Contractor shall procure and maintain, at their own 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 Project or work to be performed by Developer or its contractors, subcontractors, agents, representatives, volunteers, or employees, and by Contractor or its subcontractors, agents, representatives, volunteers, or employees. Said insurance shall list College Station, its officers, agents, employees, and volunteers as Additional Insureds. See **Exhibit "E"** for required limits of liability insurance. Certificates of insurance

evidencing the required insurance coverages on the most current form approved by the Texas Department of Insurance shall be attached hereto as **Exhibit “F”**.

3.5 Survival. All provisions of this Article III, including, but not limited to, governmental immunity, indemnity, release, and insurance, survive termination or expiration of this Agreement.

ARTICLE IV PROJECT AND CONSTRUCTION

4.1 Right to Inspect the Work. City may inspect the Project for compliance with the Approved Plans during construction. In the event that it is determined by City that any of the work or materials furnished is not in strict accordance with the Approved Plans, City may withhold funds until the nonconforming work conforms to the Approved Plans or terminate this Agreement at City’s election without any further liability.

4.2 Independent Contractor. Developer and Contractor shall be solely responsible for ensuring the selecting, supervising, and paying of its contractors and subcontractors and for complying with all applicable laws, including, but not limited to all requirements concerning workers compensation and construction retainage with respect to the Project. The Parties agree all employees, volunteers, personnel and materials furnished or used by Developer and its contractors and subcontractors, or Contractor and its subcontractors, in the Project will be the responsibility of Developer and Contractor and understand Developer and Contractor will not be deemed employees or agents of City for any purpose. Nothing in this Agreement will establish a joint venture between the Developer, Contractor, and the City.

4.3 Payment for materials and labor. Developer and Contractor shall be solely and exclusively responsible for compensating any of its contractors, subcontractors, employees, material men or suppliers of any type or nature whatsoever and insuring that no claims or liens of any type will be filed against any property owned by City arising out of or incidental to the performance of Developer or Contractor pursuant to this Agreement. In the event a statutory lien notice is sent to City, Developer shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold City harmless from any losses that may result from the filing or enforcement of any said lien notice.

4.4 Affidavit of bills paid. Prior to the issuance of a Letter of Completion of the Project, Developer shall provide City a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, material men, and subcontractors have been released, and that there are no claims pending of which Developer has been notified. Such affidavit shall be in a form as substantially set forth in **Exhibit “G”** which is attached hereto and incorporated by reference.

4.5 Requirements of Applicable rules remain. This Agreement does not alter, amend modify or replace any other requirements applicable to the Project that are contained in the Code of Ordinances of the City of College Station, Texas, Unified Development Ordinance of the City of College Station, or other applicable law.

4.6 Warranty: Upon issuance of a certificate of Final Completion, Developer warrants and will ensure that the Developer's Contractor's warranty will pass through to the City and will warrant for a period of one (1) year (or longer as provided in Part d., below) (such period being referred to as the "Warranty Period") as follows:

- a. That, through the Developer's Contractor's pass through warranty, all materials provided to the City under this Agreement shall be new unless otherwise approved in advance, in writing, by the City Engineer and that all work will be of good quality, free from faults and defects, and in conformance with this Agreement and recognized industry standards.**
- b. All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective, and shall be repaired or replaced at Developer's sole cost and expense.**
- c. 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 Developer.**
- d. Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.**

ARTICLE V GUARANTEE OF PERFORMANCE AND PAYMENT

5.1 Bonding Requirements of Developer. The Developer shall require its construction contractor(s) to provide performance bonds in accordance with the requirements of Texas Local Government Code §212.073. The performance bond shall be provided using the form attached in **Exhibit "H"** to ensure construction of the Project. For Projects exceeding fifty thousand dollars (\$50,000) in total value, Developer will ensure its contractor performing the Project executes a payment bond to ensure payment to subcontractors and vendors. The Developer and the City shall be dual obligees on the performance bond if issued on behalf of Developer's construction contractor(s). Bonds shall be on a City-approved form, be executed by a corporate surety according to Chapter 2253 of the Texas Government Code, and be for the full cost of Developer's construction contract to which the Project relates.

- a. Developer must provide the City a copy of the contractor's payment and performance bond before work commences on the Project.**

5.2 Bonding Requirements of City. If the Project is located within the extraterritorial jurisdiction of the City, the City will ensure that the prime contractor of the Project executes to the City a performance bond and a payment bond as required by Chapter 2253 of the Texas Government Code.

**ARTICLE VI
GENERAL PROVISIONS**

6.1 Amendments. No amendment to this Agreement will be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both Parties.

6.2 Choice of Law and Venue. 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.

6.3 Authority to enter into Agreement. Each party represents that it has the full power and authority to enter into and perform this Agreement. Specifically, the person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of Developer represents that he or she is authorized to sign on behalf of Developer and agrees to provide proof of such authorization to the City upon request. The person executing this Agreement on behalf of Contractor represents that he or she is authorized to sign on behalf of Contractor and agrees to provide proof of such authorization to the City upon request.

6.4 Agreement read. The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

6.5 Notice. Any notice sent under this Agreement, except as otherwise expressly required herein, shall be hand delivered, written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

To Developer:

Boardwalk Estates, LLC
3515 Longmire Pk
College Station TX
77845

To City:

City of College Station
City Engineer
P.O. Box 9960
College Station, TX 77842

To Contractor:

Site Utilities and Construction LLC
PO Box 99
North Zulch TX
77872

With copies to:

City Attorney and City Manager
P.O. Box 9960
College Station, TX 77842

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the party.

6.6 Term. This Agreement will terminate after expiration of the warranty period, subject to survival of other provisions, as indicated. The Agreement term may be extended by mutual written agreement of the Parties.

6.7 Termination. This Agreement and 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.

- a. Any such termination shall be effected by delivery to the Developer and 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.
- b. In the event of termination for convenience by City, the Developer and 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 Developer and Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience by City, Developer and Contractor waive and release any claim for lost profits or damages.
- c. In the event of termination for convenience by City, the Developer and Contractor may continue construction on the current as-approved construction plans issued with the development permit, with the removal of the oversizing requirement from the as-approved construction plans.

6.8 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by Developer or Contractor without the prior written approval of the City.

6.9 Default. In the event of a breach of this Agreement by Developer or Contractor, City may terminate this Agreement and exercise any and all legal remedies.

6.10 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Agreement as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Agreement or by reform by a court of competent jurisdiction.

6.11 Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity.

6.12 Recitals. The "WHEREAS" clauses set forth above are expressly incorporated in and form part of the terms of this Agreement.

6.13 Captions. The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

6.14 Singular and Plural. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires.

6.15 Ambiguity. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

6.16 Anti-Boycott Verification. As required by Chapter 2270, Government Code, Developer and Contractor hereby verifies that Developer and Contractor do not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes

6.17 No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder.

6.18 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any manner of partnership, joint venture or similar relationship between the Parties.

6.19 Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

List of Exhibits:

- A. Legal Description of the Property
- B. Route Survey and Off-Site Easements Instruments *(if applicable)*
- C. Description of the Project
- D. Engineer's stamped and sealed estimate of costs and breakdown for Project and Participation Costs
- E. Insurance Requirements
- F. Certificates of Insurance
- G. Affidavit of All Bills Paid Form
- H. Performance Bond (Dual Obligee Form)
- I. Payment Bond (Dual Obligee Form)

(Signature Page Immediately Follows)

Boardwalk Estates, LLC

[DEVELOPER]

BY: [Signature]

Printed Name: Cully Lipsey

Title: Agent

Date: 8/28/25

Site Utilities and Construction LLC

[CONTRACTOR]

BY: [Signature]

Printed Name: Brandy Palasota

Title: owner

Date: 8/28/25

CITY OF COLLEGE STATION

BY: _____

City Manager

Date: _____

APPROVED

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

CERTIFICATE OF COMPANY RESOLUTION

Date: _____ 11/20 _____, 2024

Company: BOARDWALK ESTATES, LLC

**Date of Meeting
of Managers:** _____ 11/18 _____, 2024

We, Ali Al Farsi and Ala Mohammed Al Farsi, Managers of BOARDWALK ESTATES, LLC, certify the following facts:

1. BOARDWALK ESTATES, LLC ("the Company"), formerly known as Boardwalk Holdings, LLC, is organized and operating under the laws of Delaware, is qualified to do business in Texas, and is in good standing.
2. No proceedings for forfeiture of the certificate of the organization or for voluntary or involuntary dissolution of the Company.
3. Neither the articles of organization nor regulations of the Company limit the power of the Managers to pass the resolution below.
4. The Managers of the Company are the sole managers of the Company at this time and are the persons authorized to make and sign this resolution. Ali Issa Jaffar has resigned as a manager.
5. The resolutions below were legally adopted by unanimous written consent of the Managers on the date of the meeting of the Managers, and the unanimous consent conforms with the law and the regulations of the Company.
6. These resolutions have been adopted by the Managers:

"RESOLVED, that Cully Lipsey or Lauren Turnbill shall have authority to act and sign on behalf of the Company for the purposes of executing contracts, deeds, deeds of trust, leases, agreements, applications, consents, permits, licenses, settlement statements, affidavits, certificates and other related documents, that are required to effectuate operation of businesses or facilities located on properties as they may each deem appropriate, without the attestation or confirmation of any other officer, and to deliver any of such instruments as they may each deem appropriate or necessary on behalf of the Company;

"FURTHER RESOLVED, that the transactions contemplated by the foregoing resolutions are reasonably expected to benefit BOARDWALK ESTATES, LLC, both directly and indirectly.



Ali Al Farsi, Manager



Ala Mohammed Al Farsi, Manager

\\user\\lisa\\wpdocs\\LLC\\BOARDWALK ESTATES, LLC\\Resolution 2024 (1a)

Exhibit A
Legal Description of the Property

[illegible]

[Faint handwritten notes]

REPI AT

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CONFIDENTIALITY OF AGENTS/MANAGERS

1887

Karen Anderson

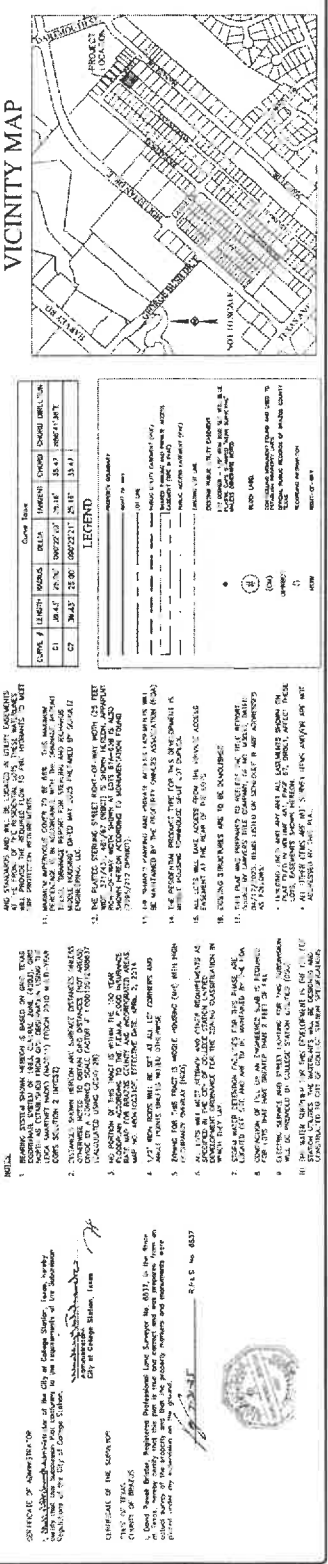
2013-14 Date _____
 2013-14 Comm. No. _____
 By: *Patricia A. Smith*

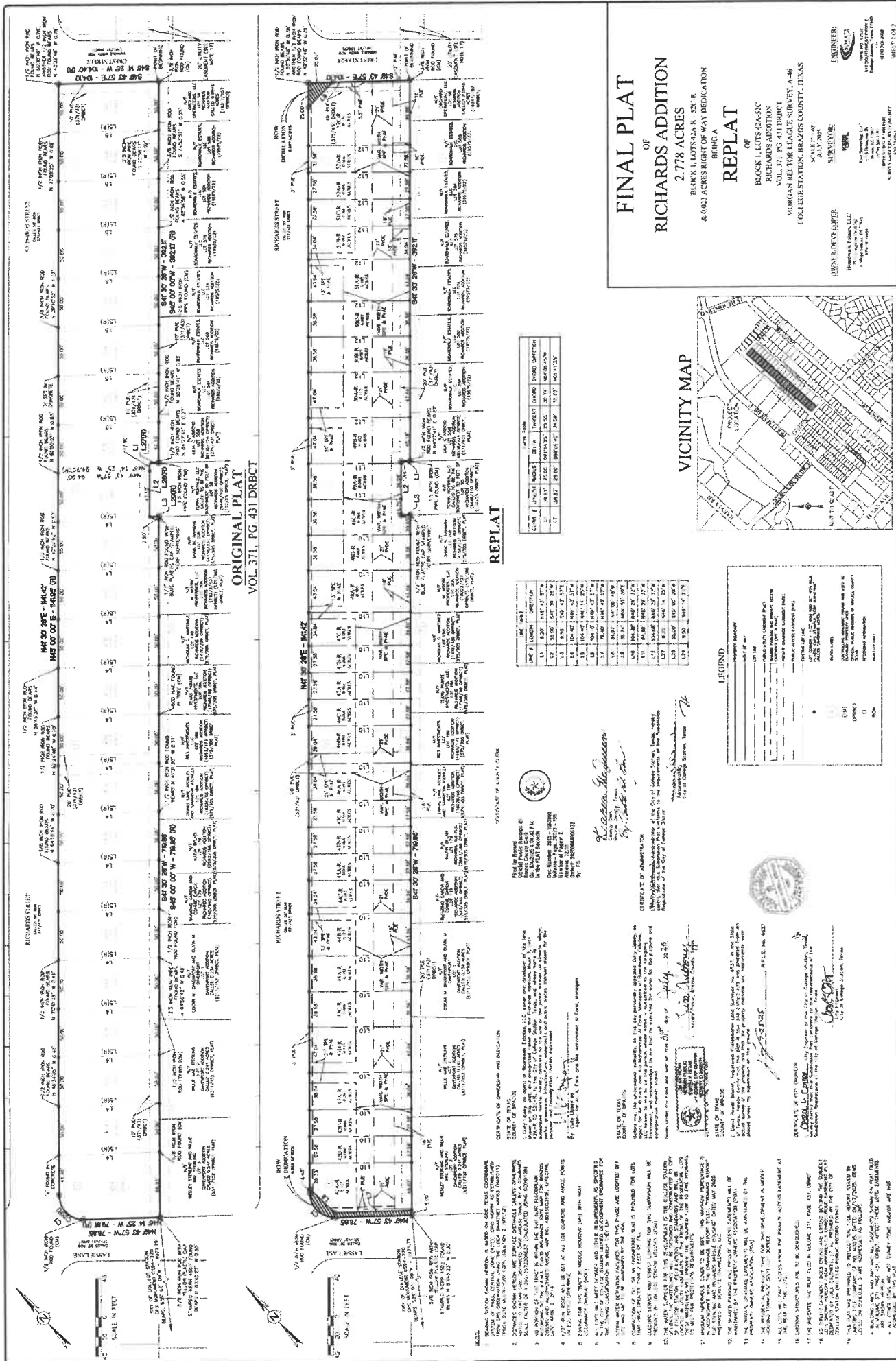
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RICHARDS ADDITION
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BLOCK 4, LOTS 1B-2R
& 0.035 ACRES RIGHT OF WAY DEDICATION
BEING A
REPLAT
OF
BLOCK 4, LOTS 1-2
RICHARDS ADDITION
VOL. 481 PG. 67 DEDIC'T
MORGAN RECTOR LEASUE SURVEY, A-66
COLLEGE STATION, BRAZOS COUNTY, TEXAS

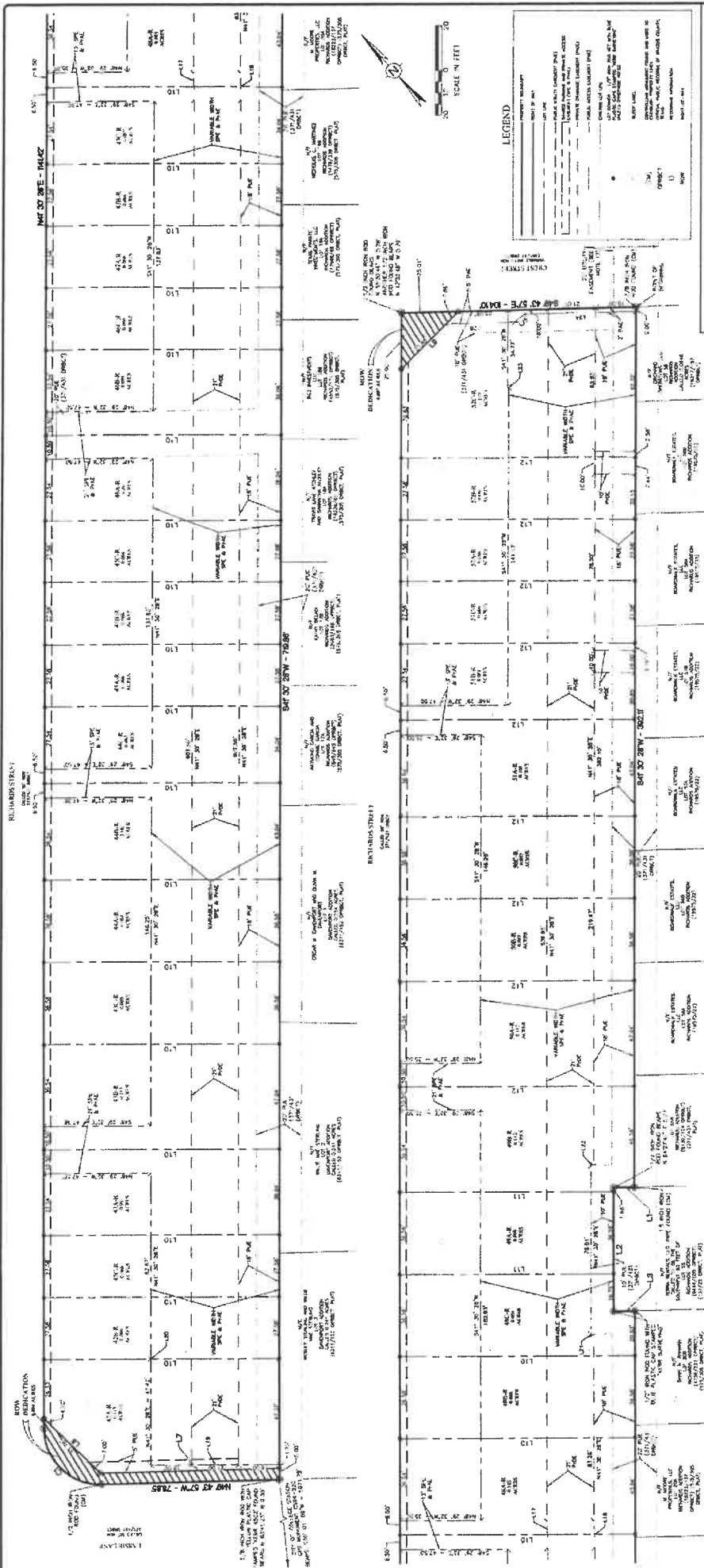
Map No. 27
N. 41° 17' 30" E.
S. 10° 17' 30" W.
1/4 Sec. 36, T. 34 N.,
R. 10 E., S. 4 E.

OWNER DEVELOPER
Hendricks Estates, L.P.
10000 Highway 277, S. 11
College Station, Texas 77805
(409) 944-2000

PURCHASER
RECLITE
10000 Highway 277, S. 11
College Station, Texas 77805
(409) 944-2000





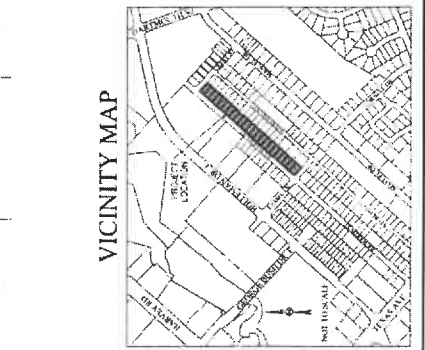


FINAL PLAT
OF
RICHARDS ADDITION
 2.778 ACRES
 BLOCK 1, LOTS 42A-B - 52C-R
 & 0.023 ACRES RIGHT OF WAY DEDICATION
 BEING A
REPLAT
 OF
 BLOCK 1, LOTS 42A-52C
 RICHARDS ADDITION
 VOL. 37, PG. 431 DEBCT
 MORGAN BECTOR LEAGUT SURVEY, A-46
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

CONVEYANCE DEVELOPER:
 Morgan Bector Leagut, LLC
 10000 Highway 191, Suite 100
 College Station, TX 77805
 (936) 261-1100

ENGINEER:
 [Signature]
 10000 Highway 191, Suite 100
 College Station, TX 77805
 (936) 261-1100

SHARPTON
 10000 Highway 191, Suite 100
 College Station, TX 77805
 (936) 261-1100



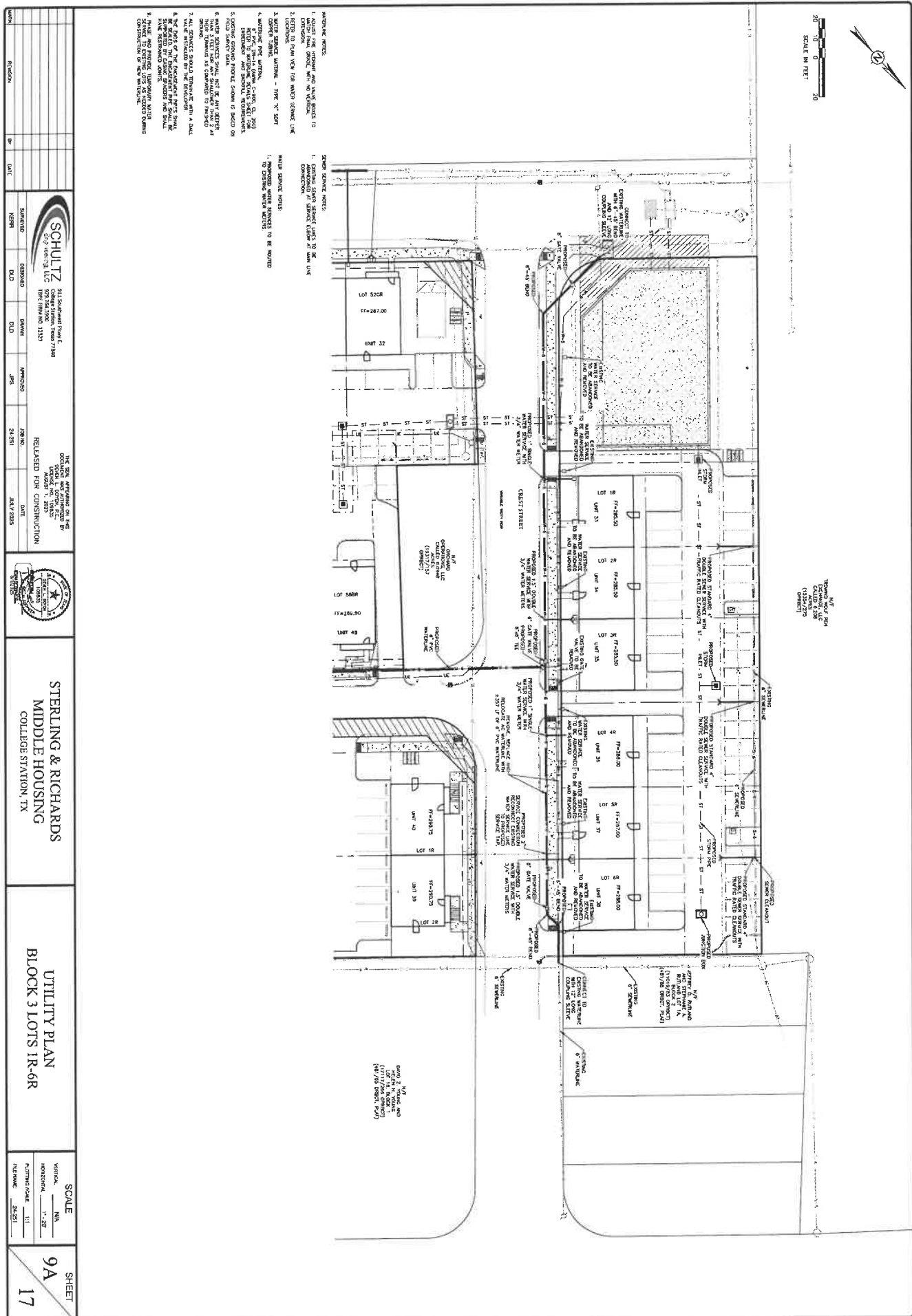
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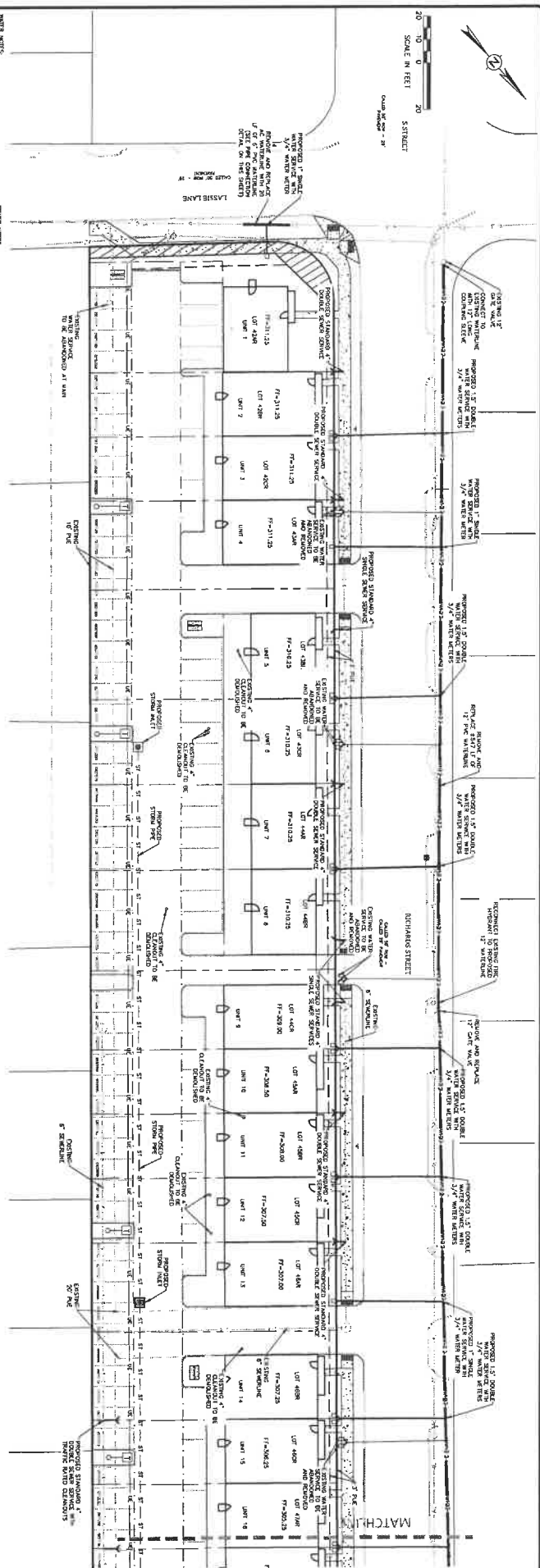
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Exhibit B
Route Survey and Off-Site Easement Instruments
(if applicable)

Exhibit C
Description of the Project



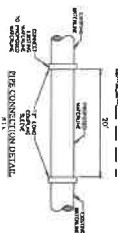


1. ADJUST THE HORIZONTAL AND VERTICAL STOPS TO MATCH FINAL POSITION OF THE HEAD AND NECK. (SEE FIGURE 1)
2. RETURN TO PLAIN VIEW FOR X-RAY SERVICE LINE (CORONAL)
3. TILT THE MOUNTING TABLE - THE "X" NOT CORNER
4. MOUNTING PER AXILLARY
5. 1 PTC PER SIDE (2000-2500, 0-3000)
6. 1 PTC PER SIDE (2000-2500, 0-3000)
7. 1 PTC PER SIDE (2000-2500, 0-3000)
8. 1 PTC PER SIDE (2000-2500, 0-3000)
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SEWER NOTES:
1. EXISTING SEWER SERVICE LINES TO BE
ADVANCED AT SERVICE ELBOW AT MAIN LINE
CONNECTION.

WATER SERVICE NOTES:
1. PROPOSED WATER SERVICES TO BE ROUTED
TO EXISTING WATER MAINS.

21

[illegible]

STERLING & RICHARDS
MIDDLE HOUSING

UTILITY PLAN
BLOCK 1 LOTS 42AR-47AR

SCALE	
VERTICAL	N/A
HORIZONTAL	1" = 20'
PLOTTING SCALE	1:1
FILE NAME	24-251

SHEET
11A

Exhibit D
**Engineer's Stamped and Sealed Estimate of Costs and
Breakdown for Project and Participation Costs**



Office: 979.764.3900
Fax: 979.764.3910

September 4, 2025

Lucas Harper
Assistant City Engineer
City of College Station
1101 Texas Avenue
College Station, TX 77840

**Re: Request for Oversize Participation Expenditures
Richards, Sterling and Crest Replats – Boardwalk Estates, LLC**

Dear Mr. Harper:

With this letter we wish to initiate a request for Oversize Participation by the City of College Station for the 6" and 12" waterlines being installed with the Richards, Sterling and Crest Replats. The initial plan for the waterlines was to cut in 20' sections of PVC pipe and reconnect to the existing AC pipe. The alternative oversize participation plan is to replace full sections of the 6" and 12" AC pipe throughout the project. The original plan would replace approximately 565 Linear Feet of waterline, where the alternate plan would replace approximately 1860 linear feet of waterline.

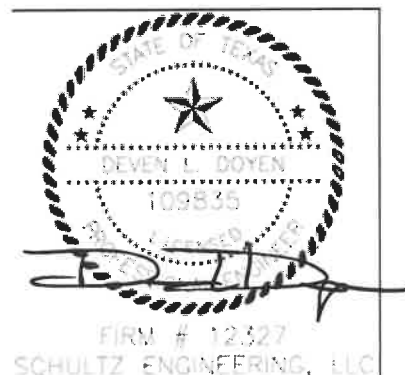
Also, included with this submittal is an estimated cost of the water system cutting 20' sections into the existing waterline and one with replacing full sections of the 6" and 12" waterline. The oversize participation amount is the difference in construction cost between the two plans which is \$165,991. The oversize participation request is approximately 22% of the overall public infrastructure cost (\$749,179.50) and is below the threshold limit of 30%, where competitive bidding becomes a requirement.

We ask that you review this submittal and let us know what subsequent steps we need to take to move forward with this request.

Sincerely,

Schultz Engineering, LLC.


Deven Doyen, P.E.
Partner/Senior Project Manager



09/04/2025

SCHULTZ ENGINEERING, LLC.
911 Southwest Pkwy E.
College Station, Texas 77840
Firm No. 12327

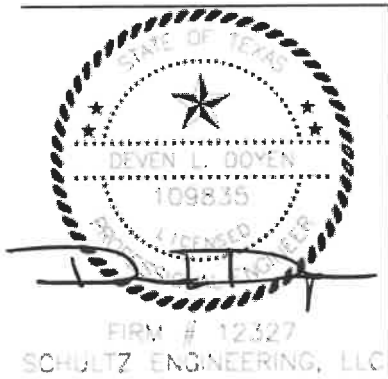
STERLING AND RICHARDS MIDDLE HOUSING
BID FORM - ORIGINAL PLAN

Item	Description	Unit	Estimated Quantity	Unit Price	Total
General Items					
1	Mobilization, Overhead and Construction Staking	LS	1	\$ 20,000.00	\$ 20,000.00
2	Fine Grading, Topsoil Removal and Replacement, complete in place	LS	1	\$ 5,000.00	\$ 5,000.00
3	Erosion & Sediment Control - SWPPP NOI, Implementation & Maintenance, Silt Fence, Construction Exit, Rock Filter Dam, Removal of Silt Fence, etc., complete in place	LS	1	\$ 5,000.00	\$ 5,000.00
4	Hydroseed and Hydromulch and Fertilizer per specification BCS 32 92 13 and establishment of grass, complete in place	SY	630	\$ 8.00	\$ 5,040.00
General Items Subtotal					\$ 35,040.00
Demolition and Sidewalk Items					
5	Remove and Replace HMAC Street Pavement and Curb (includes Saw Cut), complete in place	SF	2,305	\$ 10.00	\$ 23,050.00
6	Remove and Replace Concrete Driveway and Curb (includes Saw Cut), complete in place	SF	570	\$ 10.00	\$ 5,700.00
7	ADA Ramps - Detectable Warning Surfaces, complete in place	EA	31	\$ 1,500.00	\$ 46,500.00
8	Concrete Sidewalk & Ramps - 4" thick, complete in place	SF	10,705	\$ 6.50	\$ 69,582.50
Demolition and Sidewalk Items Subtotal					\$ 144,832.50
Water Construction Items					
9	Abandon AC Pipe and Grout Fill, complete in place	LF	565	\$ 20.00	\$ 11,300.00
10	12" PVC DR-14, C900 Water Pipe w/tracer wire - Structural Backfill, complete in place	LF	360	\$ 90.00	\$ 32,400.00
11	6" PVC DR-14, C900 Water Pipe w/tracer wire - Structural Backfill, complete in place	LF	205	\$ 65.00	\$ 13,325.00
12	Relocate & Reconnect Fire Hydrant to Existing 6" Waterline, complete in place	EA	1	\$ 4,500.00	\$ 4,500.00
13	6" x 6" M.J. Tee, complete in place	EA	1	\$ 750.00	\$ 750.00
14	Remove and Replace 6" M.J. 45° Bend, complete in place	EA	2	\$ 750.00	\$ 1,500.00
15	Remove and Replace 12" x 12" M.J. Tee, complete in place	EA	1	\$ 1,250.00	\$ 1,250.00
16	Remove and Replace 12" M.J. Gate Valve, complete in place	EA	2	\$ 5,000.00	\$ 10,000.00
17	6" M.J. Gate Valve, complete in place	EA	1	\$ 2,000.00	\$ 2,000.00
18	1" Single Water Service, > 15 ft (avg length = 48 ft) (12" Line)	EA	5	\$ 8,000.00	\$ 40,000.00
19	1.5" Double Water Service, > 15 ft (avg length = 48 ft) (12" Line)	EA	12	\$ 9,000.00	\$ 108,000.00
20	1" Single Water Service, < 15 ft (avg length = 2 ft) (6" Line)	EA	3	\$ 1,500.00	\$ 4,500.00
21	1.5" Double Water Service, < 15 ft (avg length = 2 ft) (6" Line)	EA	6	\$ 2,500.00	\$ 15,000.00
22	Abandon Existing Service at Main, complete in place	EA	11	\$ 1,000.00	\$ 11,000.00
23	Abandon and Remove Existing Service, complete in place	EA	6	\$ 4,000.00	\$ 24,000.00
24	Abandon and Remove Existing 2" Waterline, complete in place	EA	2	\$ 2,500.00	\$ 5,000.00
25	Relocate Existing Water Meters, complete in place	EA	2	\$ 1,000.00	\$ 2,000.00
26	2" Service Connection. Reconnect Existing Water Service, complete in place	EA	3	\$ 1,500.00	\$ 4,500.00
27	Connect to Existing Waterline with 12" Long Coupling Sleeve, complete in place	EA	54	\$ 1,200.00	\$ 64,800.00
28	Trench Safety, complete in place	LF	565	\$ 1.00	\$ 565.00
29	Waterline Testing, complete in place	LS	1	\$ 1.00	\$ 1.00
Water Construction Items Subtotal					\$ 356,391.00

**STERLING AND RICHARDS MIDDLE HOUSING
BID FORM - ORIGINAL PLAN**

Item	Description	Unit	Estimated Quantity	Unit Price	Total
Sanitary Sewer Construction Items					
30	8" PVC Sewer Line - D3034, SDR-26 - Structural Backfill, complete in place	LF	65	\$ 100.00	\$ 6,500.00
31	4" Sewer Service-Single (avg. length = 6 ft), complete in place	EA	6	\$ 1,000.00	\$ 6,000.00
32	4" Sewer Service-Double (avg length = 15 ft), complete in place	EA	21	\$ 1,500.00	\$ 31,500.00
33	Trench Safety, complete in place	LF	65	\$ 5.00	\$ 325.00
34	TV Testing and Inspection, complete in place	LF	65	\$ 40.00	\$ 2,600.00
Sanitary Sewer Construction Items Subtotal					\$ 46,925.00

General Items Subtotal	\$	35,040.00
Demolition and Sidewalk Items Subtotal	\$	144,832.50
Water Construction Items Subtotal	\$	356,391.00
Sanitary Sewer Construction Items Subtotal	\$	46,925.00
TOTAL CONSTRUCTION	\$	583,188.50



09/04/2025

SCHULTZ ENGINEERING, LLC.
911 Southwest Pkwy E.
College Station, Texas 77840
Firm No. 12327
STERLING AND RICHARDS MIDDLE HOUSING
BID FORM - ALTERNATE PLAN

Item	Description	Unit	Estimated Quantity	Unit Price	Total
General Items					
1	Mobilization, Overhead and Construction Staking	LS	1	\$ 20,000.00	\$ 20,000.00
2	Fine Grading, Topsoil Removal and Replacement, complete in place	LS	1	\$ 5,000.00	\$ 5,000.00
3	Erosion & Sediment Control - SWPPP NOI, Implementation & Maintenance, Silt Fence, Construction Exit, Rock Filter Dam, Removal of Silt Fence, etc., complete in place	LS	1	\$ 5,000.00	\$ 5,000.00
4	Hydroseed and Hydromulch and Fertilizer per specification BCS 32 92 13 and establishment of grass, complete in place	SY	2,100	\$ 5.00	\$ 10,500.00
General Items Subtotal					\$ 40,500.00
Demolition and Sidewalk Items					
5	Remove and Replace HMAC Street Pavement and Curb (includes Saw Cut), complete in place	SF	2,502	\$ 10.00	\$ 25,020.00
6	Remove and Replace Concrete Driveway and Curb (includes Saw Cut), complete in place	SF	1,285	\$ 10.00	\$ 12,850.00
7	ADA Ramps - Detectable Warning Surfaces, complete in place	EA	31	\$ 1,500.00	\$ 46,500.00
8	Concrete Sidewalk & Ramps - 4" thick, complete in place	SF	10,705	\$ 6.50	\$ 69,582.50
Demolition and Sidewalk Items Subtotal					\$ 153,952.50
Water Construction Items					
9	Abandon AC Pipe and Grout Fill, complete in place	LF	1860	\$ 20.00	\$ 37,200.00
10	2" Temporary Water Service - 11 Lots on Richards Street	LS	1	\$ 16,000.00	\$ 16,000.00
11	2" Temporary Water Service - 4 Lots on Sterling Street	LS	1	\$ 5,000.00	\$ 5,000.00
12	12" PVC DR-14, C900 Water Pipe w/tracer wire - Structural Backfill, complete in place	LF	1105	\$ 90.00	\$ 99,450.00
13	6" PVC DR-14, C900 Water Pipe w/tracer wire - Structural Backfill, complete in place	LF	756	\$ 65.00	\$ 49,140.00
14	Relocate & Reconnect Fire Hydrant to Proposed 6" Waterline, complete in place	EA	1	\$ 3,500.00	\$ 3,500.00
15	6" x 6" M.J. Tee, complete in place	EA	2	\$ 750.00	\$ 1,500.00
16	Remove and Replace 6" M.J. 45° Bend, complete in place	EA	4	\$ 750.00	\$ 3,000.00
17	Remove and Replace 12" x 12" M.J. Tee, complete in place	EA	1	\$ 1,250.00	\$ 1,250.00
18	Remove and Replace 12" M.J. Gate Valve, complete in place	EA	4	\$ 2,500.00	\$ 10,000.00
19	6" M.J. Gate Valve, complete in place	EA	6	\$ 2,000.00	\$ 12,000.00
20	1" Single Water Service, > 15 ft (avg length = 48 ft) (12" Line)	EA	5	\$ 8,000.00	\$ 40,000.00
21	1.5" Double Water Service, > 15 ft (avg length = 48 ft) (12" Line)	EA	12	\$ 9,000.00	\$ 108,000.00
22	1" Single Water Service, < 15 ft (avg length = 2 ft) (6" Line)	EA	3	\$ 1,500.00	\$ 4,500.00
23	1.5" Double Water Service, < 15 ft (avg length = 2 ft) (6" Line)	EA	6	\$ 2,000.00	\$ 12,000.00
24	Abandon Existing Service at Main, complete in place	EA	2	\$ 1,000.00	\$ 2,000.00
25	Abandon and Remove Existing Service, complete in place	EA	15	\$ 4,000.00	\$ 60,000.00
26	Abandon and Remove Existing 2" Waterline, complete in place	EA	2	\$ 4,000.00	\$ 8,000.00
27	Relocate Existing Water Meters, complete in place	EA	2	\$ 1,000.00	\$ 2,000.00
28	2" Service Connection. Reconnect Existing Water Service to Proposed Service Tap, complete in place	EA	3	\$ 1,500.00	\$ 4,500.00
29	Connect to Existing Waterline with 12" Long Coupling Sleeve, complete in place	EA	7	\$ 1,200.00	\$ 8,400.00
30	Trench Safety, complete in place	LF	1861	\$ 1.00	\$ 1,861.00
31	Waterline Testing, complete in place	LS	1	\$ 1.00	\$ 1.00
32	Reconnect Fire Hydrant to Proposed 12" Waterline, complete in place	EA	2	\$ 4,500.00	\$ 9,000.00
33	6" M.J. 45° Bend, complete in place	EA	2	\$ 750.00	\$ 1,500.00
34	12" M.J. Gate Valve, complete in place	EA	1	\$ 5,000.00	\$ 5,000.00
35	Remove Existing 6" Gate Valve, complete in place	EA	2	\$ 1,500.00	\$ 3,000.00
Water Construction Items Subtotal					\$ 507,802.00

**STERLING AND RICHARDS MIDDLE HOUSING
BID FORM - ALTERNATE PLAN**

Item	Description	Unit	Estimated Quantity	Unit Price	Total
Sanitary Sewer Construction Items					
36	8" PVC Sewer Line - D3034, SDR-26 - Structural Backfill, complete in place	LF	65	\$ 100.00	\$ 6,500.00
37	4" Sewer Service-Single (avg. length = 6 ft), complete in place	EA	6	\$ 1,000.00	\$ 6,000.00
38	4" Sewer Service-Double (avg length = 15 ft), complete in place	EA	21	\$ 1,500.00	\$ 31,500.00
39	Trench Safety, complete in place	LF	65	\$ 5.00	\$ 325.00
40	TV Testing and Inspection, complete in place	LF	65	\$ 40.00	\$ 2,600.00
Sanitary Sewer Construction Items Subtotal					\$ 46,925.00

General Items Subtotal	\$ 40,500.00
Demolition and Sidewalk Items Subtotal	\$ 153,952.50
Water Construction Items Subtotal	\$ 507,802.00
Sanitary Sewer Construction Items Subtotal	\$ 46,925.00
TOTAL CONSTRUCTION	\$ 749,179.50



09/04/2025

Exhibit E
Insurance Requirements

Throughout the term of this Agreement, Developer, Contractor, and Developer's Contractors (the Developer, Contractor, and Developer's Contractors are all collectively referred to as "Contractor"), must comply with the following:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation

II. General Requirements Applicable to All Policies:

- A. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent
- B. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit "F"; and shall be approved by the City before work begins
- C. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only
- D. The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas
- E. The City will not accept "claims made" policies
- F. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Limits of liability must be equal to or greater than \$1,000,000.00 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- E. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability,

and Personal & Advertising Liability.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better rating under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain
- C. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- E. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers’ Compensation Insurance

- 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 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 Subcontractors’ employees. 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 insurance shall include the following terms:
 - 1. Employer’s Liability minimum limits of liability not less than \$500,000 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 (if applicable), and this Agreement, 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 contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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 contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

Exhibit F
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2025

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 Watkins Insurance Group - Austin 3834 Spicewood Springs Rd, Ste 100 Austin TX 78759	CONTACT NAME: Susan Hord PHONE (A/C, No, Ext): 512-452-8877 FAX (A/C, No): 512-452-0999 E-MAIL ADDRESS: shord@watkinsinsurancegroup.com
INSURED Site Utilities and Construction, LLC P O Box 99 North Zulch TX 77872	INSURER(S) AFFORDING COVERAGE INSURER A: Champlain Specialty Insurance Company INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
SITE/UT-01	NAIC # 22945

COVERAGES**CERTIFICATE NUMBER:** 50237564**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 SUBR INSD 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:		CSAR-CGL-0008466-01	8/26/2025	8/26/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible Per Occur \$ 2,500 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ Y ☒ N ☐ N/A		0002133670	9/5/2025	9/5/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is shown as an Additional Insured as respects General Liability coverage as required by written contract.

CERTIFICATE HOLDER

City of College Station
1101 Texas Avenue
College Station TX 77840

CANCELLATION

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2025

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 SafeGuard Insurance Agency 104 E. Catton Rd., Ste. 101 Laredo TX 78041		CONTACT NAME: Sara Ramos PHONE (A/C, No, Ext): (956) 725-6989 FAX (A/C, No): (956) 725-6990 E-MAIL ADDRESS: sramos@safeguardnow.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hornet General Agency	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL259415504 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		HGAT23495-2	09/21/2024	09/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of College Station 310 Krenet Tap Rd. College Station TX 77840	CANCELLATION 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 <i>Sara Fanel</i>
--	---

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Exhibit G
Affidavit of All Bills Paid Form

THE STATE OF TEXAS § AFFIDAVIT OF BILLS PAID
§
COUNTY OF BRAZOS § FOR PARTICIPATION AGREEMENT

Before me, the undersigned authority, _____ (“Affiant”),
_____ (Title), of _____ (“Developer”),
personally appeared being duly sworn, deposed, and states the following:

I am over 18 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts stated in it, which facts are true and correct.

The Developer pursuant to the Participation Agreement with the City of College Station, dated _____, 20__, has caused the Developer or the Developer’s contractors to furnishes labor and materials to construct improvements for the _____ (description of project) on the real property known as _____, (address or legal description) more particularly described in the Participation Agreement as the “Project”.

To the extent Developer constructed or contracted for the construction of such improvements, the Developer or the Developer’s contractors have paid each of its sub-contractors, laborers and material men in full for all labor or materials provided to Developer on the Project.

To the best of Affiant’s knowledge, Developer or Developer’s contractors have not received notice of any claims pending against the Project in connection with the Project.

Executed this _____ day of _____, 20__.

AFFIANT:

Signature: _____

Printed Name: _____

SUBSCRIBED AND SWORN TO before me on this _____ day of _____, 20__.

Notary Public, State of Texas

Exhibit H
Performance Bond
(Dual Obligee Form)

PERFORMANCE BOND FOR PARTICIPATION AGREEMENT
Dual Obligee Form

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Site Utilities and Construction, LLC, as Principal, (the "Contractor" and the other subscriber hereto, Insurors Indemnity Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a Texas municipal corporation principally situated in Brazos County, (the "City" or "City of College Station") and Boardwalk Estates, LLC, (the "Developer") (collectively the "Obligees") in the sum of One Hundred sixty seven thousand dollars and no cents (\$ 167,000.00) for the payment of which sum, well and truly to be made to the Obligees and their 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 ("Contract") with the Developer for Sterling and Richards Middle Housing ("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 or its duly authorized representative, all of which are made a part of this instrument as fully and completely as if set out in full herein.

WHEREAS, pursuant to a developer participation contract between the City and the Developer, the City will take title to the Project and has agreed to make a partial reimbursement to the Developer for the oversized portions of the Project.

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, and shall fully indemnify and save harmless the Obligees from all costs and damages which it may suffer by reason of the Contractor's default or failure to perform and shall reimburse and repay the Obligees all outlay and expense that the Obligees may incur in making good any such default or failure to perform, 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. In no event shall the liability of the Surety exceed the penal sum of this bond.

The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Developer until the expiration of thirty 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 any 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 Obligees or their representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

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.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this Performance Bond instrument on the respective dates written below their signatures and have attached current Power of Attorney.

CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

By: [Signature]
Name: Deborah Leonard
Title: Secretary
Date: 9-4-2025

Site Utilities and Construction, LLC
(Name of Contractor)
By: [Signature]
Name: Brady Palasota
Title: owner
Date: 9-4-25

SURETY:

ATTEST/WITNESS (SEAL)
By: [Signature]
Name: John Prothro
Title: Contract Bond Underwriter
Date: 8/28/2025

Insurors Indemnity Company
(Full Name of Surety)
225 South 5th St, Waco, TX 76701
(Address of Surety for Notice)
By: [Signature]
Name: Nicole McGee
Title: Attorney-in-Fact
Date: 08/28/2025

DEVELOPER:

**THE PERFORMANCE BOND IS ACCEPTED
ON BEHALF OF THE DEVELOPER:**

Boardwalk Estates, LLC
(Full Name of Developer)
By: [Signature]
Name: Colly Lipscomb
Title: Agent

CITY:
REVIEWED:

**THE PERFORMANCE BOND IS ACCEPTED
ON BEHALF OF THE CITY OF COLLEGE ON
STATION, TEXAS:**

City Attorney

City Manager

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-25-0005708-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of TEXAS, and authorized and licensed to do business in the State of TEXAS and the United States of America, does hereby make, constitute and appoint

Nicole McGee of the City of Waco, State of TEXAS

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge, and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to -wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

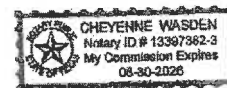
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 1st day of January, 2025, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Cheyenne Warden
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 28th day of August 2025.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

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 at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Exhibit I
Payment Bond
(Dual Obligee Form)

PAYMENT BOND FOR PARTICIPATION AGREEMENT
Dual Obligee Form

Project No. _____

TEXAS STATUTORY PAYMENT BOND §

§

THE STATE OF TEXAS §

§

KNOW ALL MEN BY THESE
PRESENTS:

§

THE COUNTY OF BRAZOS §

§

THAT WE, Site Utilities and Construction, LLC, as Principal, (the "Contractor") and the other subscriber hereto, Insurors Indemnity Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a Texas municipal corporation principally situated in Brazos County, (the "City" or "City of College Station") and Boardwalk Estates, LLC, (the "Developer") (collectively the "Obligees") in the sum of One Hundred sixty seven thousand dollars and no cents (\$ 167,000.00) for the payment of which sum, well and truly to be made to the Obligees and their 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 ("Contract") with the Developer for Sterling and Richards Middle Housing ("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, all of which are made a part of this instrument as fully and completely as if set out in full herein.

WHEREAS, pursuant to a developer participation contract between the City and the Developer, the City will take title to the Project and has agreed to make a partial reimbursement to the Developer for the oversized portions of the Project.

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.

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.

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.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this Payment Bond instrument on the respective dates written below their signatures and have attached current Power of Attorney.

CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

By: _____
Name: _____
Title: _____
Date: _____

Site Utilities and Construction, LLC
(Name of Contractor)
By: Brandy Palasota
Name: brandy Palasota
Title: owner
Date: 9-4-2025

SURETY:

ATTEST/WITNESS (SEAL)

By: [Signature]
Name: John Prothro
Title: Contract Bond Underwriter
Date: 08/28/2025

Insurors Indemnity Company
(Full Name of Surety)
225 South 5th St, Waco, TX 76701
(Address of Surety for Notice)
By: [Signature]
Name: Nicole McGee
Title: Attorney-in-Fact
Date: 08/28/2025

DEVELOPER:

THE PAYMENT BOND IS ACCEPTED
ON BEHALF OF THE DEVELOPER:

Boardwalk Estates, LLC
(Full Name of Developer)
By: [Signature]
Name: Cully Lipsley
Title: Agent

CITY:
REVIEWED:

THE PAYMENT BOND IS ACCEPTED
ON BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:

City Attorney

City Manager

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-25-0005708-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of TEXAS, and authorized and licensed to do business in the State of TEXAS and the United States of America, does hereby make, constitute and appoint

Nicole McGee of the City of Waco, State of TEXAS

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge, and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to -wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

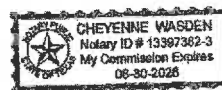
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 1st day of January, 2025, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Cheyenne Warden
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 28th day of August 2025

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

September 11, 2025
Item No. 7.18.
The Corinth Group, Inc. - Real Estate Contract - Amendment 4

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an amendment to the real estate contract with The Corinth Group, Inc.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommends the City Council approve the amendment.

Summary: On January 9, 2025, the City entered into a real estate contract with The Corinth Group, Inc. for the sale of a portion of Block A, Phase One, within the Midtown Business Park. The property is intended for future commercial development. Corinth plans to construct a retail development featuring multiple buildings and a central plaza designed to create a distinctive public space and activate the surrounding area. Discussions are ongoing regarding the general layout and design, and a separate development agreement will be executed at closing.

This marks the fourth amendment to the real estate contract, each focused on adjusting the feasibility timeline and allowing continued negotiations concerning the plaza and the City's potential involvement.

- The first amendment, executed on April 10, 2025, revised the timeline for the City to provide a draft of proposed restrictive covenants.
- The second amendment, dated July 11, 2025, extended the feasibility period by 30 days.
- The third amendment, executed on August 14, 2025, extended the feasibility period by an additional 30 days, through September 12, 2025.

The City Manager executed each of these amendments under the authority granted in the original contract. The second and third amendments also included a \$10,000 extension fee paid by the buyer.

As the number of extensions permitted under the contract has now been exhausted, staff are bringing this item to the City Council to authorize additional time to work through the negotiations on the development agreement and restrictive covenants.

Budget & Financial Summary: Each optional 60-day period requires an additional \$10,000 fee from the buyer. Other financial terms of the real estate contract are unaffected by this amendment to extend feasibility.

Attachments:

1. Cornith 4th Extension Amendment
2. Real Estate Contract - Corinth
3. Draft Concept Plan

**FOURTH AMENDMENT TO THE REAL ESTATE CONTRACT BETWEEN
CITY OF COLLEGE STATION AND THE CORINTH GROUP, INC.**

180 DAY EXTENSION AGREEMENT

THIS Fourth AMENDMENT to the REAL ESTATE CONTRACT is made and entered into on September 11, 2025 (“Effective Date”), is by and between **CITY OF COLLEGE STATION**, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas (“SELLER”) and **THE CORINTH GROUP, INC.**, a Texas corporation (“BUYER”).

WHEREAS, SELLER and BUYER entered into a Real Estate Contract dated January 10, 2025, as amended by that First Amendment to Real Estate Contract dated April 10, 2025 and Second Amendment to Real Estate Contract dated July 10, 2025, and Third Amendment to Real Estate Contract dated August 14, 2025 (collectively, the “Agreement”) in which BUYER agreed to purchase from SELLER a fee simple interest in and to all that certain lot, tract or parcel of land lying and being approximately 13 acres of the 28.666 acre tract being Lot One, Block “A” of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas, according to the Plat of record in Volume 17484, Page 40 in the Official Records of Brazos County, Texas, (“Property”); and

WHEREAS, SELLER and BUYER entered into the First Amendment to Real Estate Contract dated April 10, 2025 in which SELLER and BUYER agreed to extend for an additional sixty (60) days the time period for SELLER to provide BUYER with a proposed draft of the Declaration of Restrictive Covenants as required by Section 10.3, “Restrictive Covenants”, of the Agreement; and

WHEREAS, SELLER and BUYER entered into the Second Amendment to Real Estate Contract dated July 10, 2025 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional thirty (30) days to August 13, 2025 and deposit with the Title Company an Extension in the sum of \$10,000.00 in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Third Amendment to Real Estate Contract dated August 14, 2025 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional thirty (30) days to September 12, 2025 and deposit with the Title Company an Extension in the sum of \$10,000.00 in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER now desire to further extend the Feasibility Period as allowed in the Agreement; and

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SELLER and BUYER agree as follows:

1. Notwithstanding anything to the contrary set forth in Section 1.9 of the Agreement, SELLER and BUYER agree that the Feasibility Period is

hereby extended to March 11, 2026, which is an extension of an additional one hundred eighty (180) days, such extension is in sixty (60) day increments approved in writing by the City Manager and BUYER, providing BUYER a total Feasibility Period of four hundred twenty (420) days from Opening of Escrow. The BUYER agrees to deposit with Title Company an Extension Fee in the sum of Ten Thousand and No/100 Dollars (\$10,000.00) for every extension for a total of three (3) Extension Fee deposits, within three (3) business days following the expiration of the Feasibility Period in accordance with Section 1.9(b).

- 2. The three (3) sixty-day feasibility increments expiration dates are November 11, 2025, January 10, 2026, and the final extension increment ends on March 11, 2026.
- 3. SELLER and BUYER agree the Agreement is modified as stated above. All other terms and conditions shall remain unchanged and in full force and effect.
- 4. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

SELLER:

BUYER:

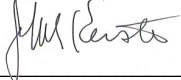
CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

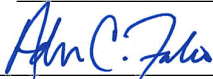
THE CORINTH GROUP, INC., a Texas
Corporation

By: _____
City Manager
Date: _____

By: Arthur Brousseau
Arthur Brousseau, Vice President
Date: 9/4/2025

APPROVED:


Assistant City Manager/CFO
Date: 9/4/2025


City Attorney
Date: 9/4/2025

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE ("Real Estate Contract") is made by and between the **CITY OF COLLEGE STATION, TEXAS**, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("Seller"), and **THE CORINTH GROUP, INC.**, a Texas corporation ("Buyer"), upon the terms and conditions set forth herein.

ARTICLE I PURCHASE AND SALE

1.1 Seller agrees to sell and convey by Special Warranty Deed and Buyer agrees to purchase and pay for:

a fee simple interest in and to all those certain lots, tracts or parcels of land, lying and being situated in Brazos County, Texas and being approximately 13 acres of the 28.666 acre tract being Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas according to the Plat of record in Volume 17484, Page 40 in the Official Records of Brazos County, Texas, as described in **EXHIBIT A** and **EXHIBIT A-1** together with all and singular the rights and appurtenances pertaining to the Property, including all right, title and interest of Seller in and to adjacent roads, streets, alleys or rights-of-way (all of such real Property, rights, and appurtenances being herein referred to as the "Property"), for the consideration and subject to the terms, provisions, and conditions set forth herein.

1.2 City Council Approval. This Real Estate Contract to sell and purchase the Property is subject to approval by vote of the City Council of the City of College Station, Texas, such approval reflected by the signature of Seller's representatives to this Real Estate Contract.

1.3 The Seller has provided a Commitment for Title Insurance (the "Title Commitment") to insure title to the Buyer pursuant to the terms of this Real Estate Contract together with legible copies of all underlying title exception documents referred to therein; said Title Commitment attached hereto as **EXHIBIT B** and made a part hereof for all intents and purposes.

1.4 The Seller has provided a copy of the survey of the 28.666 acres being Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, as shown in **EXHIBIT A** and a depiction of the Property, Public Plaza, and Seller's Remaining Property, as defined below, as shown in **EXHIBIT A-1**.

1.5 Buyer may at its cost order a Phase I Environmental Site Assessment.

1.6 Buyer will at its cost order and obtain a new or updated survey of the Property (the "New Survey"). The New Survey shall be considered the "Survey" for all purposes under this Real Estate Contract upon Seller's approval; and, upon completion of the New Survey the metes and bounds description of the Property prepared in connection with the New Survey will be used to describe the Property in all closing documents used to consummate the transaction contemplated by this Real Estate Contract.

1.7 Buyer will at its cost order and obtain a survey of the Public Plaza ("Public Plaza Survey"). The Public Plaza Survey will be used in connection with the Development Agreement and Declaration of Restrictive Covenants, as described below.

1.8 The parties agree that general real estate taxes on the Property for the then current year, interest on any existing indebtedness shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. Seller is a tax-exempt entity.

1.9 **Feasibility.**

- (a) **Feasibility Period.** Buyer requires adequate time to complete due diligence. Buyer shall have a **feasibility period of one hundred and eighty (180) days** from **Opening of Escrow** as set forth below (the "Feasibility Period") to conduct pre-marketing studies, engineering, environmental, feasibility, zoning, land plan or land use studies or reviews, inspections, investigations, and reviews of the Property. Buyer and its employees, agents and/or independent contractors may come upon said Property at any time during the Feasibility Period in connection with the Buyer's review of the Property **(provided that Buyer shall indemnify and hold harmless Seller from and against any and all liability, responsibility or damages incurred or sustained by Seller as a result of the actions of Buyer, its employees, agents or independent contractors in connection therewith, but not the mere discovery of an existing condition on the Property)**. Buyer shall, at its expense, promptly repair and restore any damage to the Property caused by Buyer and/or its agents in connection with such inspections, studies, or tests. **Buyer hereby agrees to indemnify, defend, and hold Seller harmless from and against all loss, cost, damage, claims or cause of action actually incurred by Seller or asserted against Seller arising from personal injury or Property damage caused by actions taken at the Property by Buyer or its agents, engineers or consultants, but not the mere discovery of an existing condition on the Property.** Seller acknowledges that Buyer intends to conduct an investigation of the Property, which may include examination of any and all documentation with respect to the Property, examination of the title to the Property, conduct tests to determine the presence or absence of hazardous waste, asbestos, radon and other similar materials and substances, and determine the compliance of the Property with all applicable laws, rules, codes and regulations. Notwithstanding anything contained herein to the contrary, Buyer's repair and indemnification obligations pursuant to this Section shall survive closing hereunder or termination of this Real Estate Contract (regardless of the reason for termination), as the case may be. During the first thirty (30) days of the Feasibility Period, Seller shall provide to Buyer copies of any previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property, any plats of the Property, and copies of current utility capacity letters for the Property.

- (b) **Extending the Feasibility Period.** Notwithstanding anything contained herein to the contrary, but provided that Buyer is diligently pursuing the Governmental Approvals (as defined hereafter) and has filed all material applications therefor, Buyer shall have the right to extend the Feasibility Period for up to two (2) additional periods of thirty (30) days each by, in each instance, (i) delivering to Seller and the Title Company written notice of Buyer's election to extend the Feasibility Period, prior to the expiration of the Feasibility Period then in effect, and (ii) depositing with Title Company the sum of Ten Thousand and No/100 Dollars (\$10,000.00) (each, an "Extension Fee" and collectively, the "Extension Fees"), within three (3) business days following the expiration of the Feasibility Period then in effect. If and when paid, the Extension Fee(s) shall be non-refundable to Buyer (except in the event of default by Seller), but shall be applicable to the Purchase Price payable at Closing.

1.10 Option to Purchase Seller's Remaining Property.

- (a) **Option Period.** The Seller grants Buyer an option (the "Option") to purchase the Seller's Remaining Property as shown in **EXHIBIT A-1** for eighteen (18) months, starting on the date when the first certificate of occupancy is granted by the City for a building on the Property. The Option Period will expire upon the earlier date of eighteen (18) months after the first certificate of occupancy is granted by the City for a building on the Property or thirty (30) months after the Closing Date under this Real Estate Contract. The closing for the Seller's Remaining Property must occur before the Option Period expires.
- (b) **Extending the Option Period.** The Seller and Buyer may mutually agree in writing to extend the Option Period beyond the initial eighteen (18) month period. The City Manager has the authority to agree to and execute any option extension agreements. Notwithstanding anything contained herein to the contrary, but provided that Buyer is diligently pursuing Governmental Approvals for the development of Seller's Remaining Property and has filed all material applications therefor, Buyer shall have the right to extend the Option Period for up to ninety (90) days, in such instance, by (i) delivering to Seller and the Title Company written notice of Buyer's election to extend the Option Period, before the expiration of the Option Period then in effect, and (ii) depositing with Title Company the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) ("Option Extension Fee"), within three (3) business days following the expiration of the Option Period then in effect. If and when paid, the Option Extension Fee shall be non-refundable to Buyer (except in the event of default by Seller), but shall be applicable to the purchase price of Seller's Remaining Property payable at closing.

1.11 Governmental Approvals.

- (a) During the Feasibility Period as part of Buyer's due diligence, Buyer may pursue, at Buyer's sole cost and expense, such governmental consents or approvals regarding the Property with respect to Buyer's proposed Property development thereon as well as the availability of any grants, incentives or contributions available for the initial improvement and ongoing utilization of the Public Plaza ("Governmental Approvals")

and contact appropriate governmental authorities according to applicable law regarding the Property and the Public Plaza; provided, however, that Buyer shall pay all fees and expenses incurred by Buyer in pursuing any Governmental Approvals. Seller may provide reasonable assistance to the Buyer regarding Governmental Approvals.

- (b) Buyer acknowledges that Seller is a Texas Home Rule Municipal Corporation with regulatory authority over land use and building applications, including subdivision, zoning, development, and construction on real property within College Station city limits.

(C) THE BUYER RECOGNIZES AND EXPRESSLY AGREES THAT THE SELLER IS NOT OBLIGATED BY VIRTUE OF THIS REAL ESTATE CONTRACT TO APPROVE ANY APPLICATION OR REQUEST FOR GOVERNMENTAL APPROVALS WHICH SELLER OR BUYER MAY SUBMIT TO A GOVERNMENTAL BODY AND CERTIFIES AND ACKNOWLEDGES THAT SELLER HAS NOT MADE ANY REPRESENTATIONS TO OR AGREEMENTS WITH BUYER THAT SELLER WILL GRANT ANY GOVERNMENTAL APPROVALS SUBMITTED BY BUYER OR SELLER.

- (d) Buyer, at Buyer's expense, shall have the Property and any existing Remaining Property platted, re-platted or subdivided (the "Replat") so that the same are separate, distinct tax parcels that satisfy all applicable governmental regulations and shall depict the location of certain additional lots ("Lots") within the Property, the boundary and layout of such Lots to be determined by Buyer with Seller's written approval, such approval not to be unreasonably withheld, as well as the location of the agreed main vehicular access drive and easements, curb cuts, and utility stub easements by and between the Property and the Seller's Remaining Property. The approval of the Replat shall be completed and recorded against the Property before Closing so that the Property and Seller's Remaining Property constitute legally subdivided parcels and separately assessed tax parcels. Buyer agrees to (i) keep Seller reasonably informed on the status of the Replat, and (ii) provide to Seller copies of any preliminary or final plat before submitting the same so Seller can review and approve of the plat and encumbrances thereon, such approvals not to be unreasonably withheld, conditioned or delayed. Buyer hereby consents to Seller recording the approved Replat against the Property before Closing, and the Replat shall be a Permitted Exception. The filing of the Replat shall be a condition to Buyer's obligation to proceed to Closing. Notwithstanding anything in this Real Estate Contract to the contrary, if Seller is unable to record the approved Replat in the Official Records of Brazos County, Texas before the date that is thirty (30) days after the expiration of the Feasibility Period (the "Outside Plat Date"), then Buyer may either (1) obtain Seller's written approval to extend the Outside Plat Date and Closing Date allowing Seller more time to file the Replat or (2) terminate this Real Estate Contract by giving written notice thereof to Seller at any time prior to the Replat being filed as required herein, whereupon the Earnest Money shall be returned to Buyer, and thereafter Seller and Buyer shall have no further obligations or liabilities to each other hereunder, except for the obligations

and liabilities that expressly survive a termination of this Real Estate Contract. The City Manager has the authority to agree to and execute any extension agreements under this section.

1.12 On or before the expiration of the Feasibility Period, Buyer shall provide the Seller and the Title Company with written notice that either (i) the Property is acceptable and Buyer desires to consummate the transaction contemplated herein or (ii) the Property is not acceptable and Buyer desires to terminate this Real Estate Contract. Buyer's failure to notify Seller, in writing, that the Property is not acceptable during the Feasibility Period shall mean the Property is acceptable and the Real Estate Contract remains in effect. Buyer's election to proceed to close the transaction contemplated with respect to the Property shall constitute Buyer's election that the Property is acceptable.

1.13 The sale of the Property shall be made by a Special Warranty Deed in the form prepared by Seller attached hereto as **EXHIBIT C**.

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said Property and the Seller's Remaining Property shall be in the amount of **EIGHT DOLLARS (\$8.00) PER SQUARE FOOT**. The final square footage of the Property and Seller's Remaining Property shall be identified on the approved Replat before closing.

2.2 The purchase price for the Property shall be payable in full at Closing.

ARTICLE III EARNEST MONEY, CONTRACT FEE, AND OPTION FEE

3.1 **Earnest Money.** Within three (3) business days after the full execution of this Real Estate Contract by Buyer and Seller, Buyer agrees to deposit with South Land Title, LLC at 3800 Cross Park Dr., Bryan, Texas 77802 (the "Title Company") as an earnest money deposit, the sum of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** in cash (the "Earnest Money"). The date on which such Earnest Money is deposited with the Title Company is referred to herein as "**Opening of Escrow**". The Title Company shall be directed to invest the Earnest Money (and any Extension Fees) in an interest-bearing account mutually acceptable to Seller and Buyer. Any interest earned on this account shall be added to the Earnest Money and considered a part of the Earnest Money. The Earnest Money and any Extension Fees shall be credited to the Purchase Price at Closing.

3.2 **Termination During Feasibility Period.** If Buyer terminates this Real Estate Contract for any reason in Buyer's sole discretion by written notice to Seller on or before the end of the Feasibility Period, as it may be extended, the Earnest Money, less the Contract Fee, shall be returned to Buyer and Seller shall retain the Contract Fee, and any Extension Fees. Should Buyer determine not to go forward with purchasing the Property, Buyer's sole recourse shall be to terminate this Real Estate Contract before the expiration of the Feasibility Period, as it may be

extended (or later if such election to terminate is in connection with the failure of a condition precedent), and receive the return of the Earnest Money as provided above. Upon Buyer's and Seller's joint written notice to the Title Company of the termination of this Real Estate Contract, the Title Company shall disburse such Earnest Money, any Extension Fees, and any accrued interest thereon to Buyer and/or Seller as instructed therein.

3.3 Contract Fee. Seller and Buyer agree and acknowledge that **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** of the Earnest Money (the "Contract Fee") shall be non-refundable for the initial one hundred and eighty (180) day Feasibility Period, as it may be extended provided above and as defined herein above.

3.4 Option Fee. Within ten (10) days after the expiration of the Feasibility Period, as it may be extended as provided above, Buyer agrees to deposit with Title Company a non-refundable option fee for Seller's Remaining Property as shown in **EXHIBIT A**, in the sum of **SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00)** in cash (the "Option Fee"). The Option Fee shall be payable to the Seller at the Closing for the Property. If Buyer exercises the option to purchase the Seller's Remaining Property within the Option Period, the Option Fee shall be credited to the Purchase Price at Closing for the Seller's Remaining Property.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.1 Seller hereby represents, warrants and covenants to Buyer as follows except as otherwise disclosed in written notice from Seller to Buyer at or before the Closing:

- (a) Seller has the full right, power, and authority to enter into and perform its obligations under this Real Estate Contract.
- (b) Seller further covenants and agrees with Buyer that, from the date hereof until Closing (and with respect to Seller's Remaining Property, from the date hereof until the expiration of the Option Period), Seller shall not sell, assign or convey any right, title or interest whatsoever in or to the Property or Seller's Remaining Property, or to create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property and/or Seller's Remaining Property (other than the Permitted Exceptions) without Seller's discharging the same prior to Closing. This obligation with respect to Seller's Remaining Property shall survive the Closing of the purchase of the Property by Buyer until the expiration of the Option Period.
- (c) Seller represents and warrants that as of the effective date, no other party has any right or option to purchase any portion of the Property or Seller's Remaining Property from Seller.
- (d) From the date of execution of this Real Estate Contract through the date of Closing, Seller shall not, without the prior written consent of Buyer, materially change or alter the physical condition of the Property.

- (e) From the date of execution of this Real Estate Contract through the date of Closing (and with respect to Seller's Remaining Property, from the date hereof until the expiration of the Option Period), Seller will not enter into any lease of any portion of the Property and/or Seller's Remaining Property, and to Seller's actual knowledge no leases affect the Property or Seller's Remaining Property as of the date of this Real Estate Contract and none will affect the Property or Seller's Remaining Property at Closing. This obligation with respect to Seller's Remaining Property shall survive the Closing of the purchase of the Property by Buyer until the expiration of the Option Period.
- (f) AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS OCCURRING BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.
- (g) Seller acknowledges that Buyer has relied and will rely on the representations and warranties of Seller in executing this Agreement and in closing the purchase and sale of the Property pursuant to this Agreement, and Seller, during the term of this Agreement, agrees to notify Buyer promptly in the event that Seller obtains actual knowledge of any change affecting any of such representations and warranties in any material respect. All of Seller's warranties and representations shall be qualified and modified as appropriate by any such additional information provided by Seller to Buyer and by any contrary information resulting from any inspection or investigation made by or on behalf of Buyer.

- (h) When reference is made in this Article IV to Seller's "knowledge", such term shall include only the current actual knowledge of Seller's Council members, officials, officers, agents, and employees (none of which shall have any personal liability with respect to any such matters) and shall not be deemed to imply that Seller, Seller's Council members, officials, officers, agents, and employees have conducted any representation or warranty that is so qualified. Buyer agrees that Seller has no duty of inquiry or investigation to make any such representation or warranty and Seller shall have no liability to Buyer for failing to discover whether a condition as to which such a qualified representation or warranty is made is true or exists, regardless of the level of effort or expense required to make such an inquiry.
- (i) All of Seller's representations and warranties, as so qualified and modified, shall survive Closing for a period of one (1) year with regards to the Property and until the expiration of the Option Period with regards to Seller's Remaining Property.

THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS.

BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). BUYER EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND SELLER EXPRESSLY DISCLAIMS, AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN EXPRESS OR IMPLIED, (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFIT-ABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO ANY IMPROVEMENTS ON THE PROPERTY HEREIN CONVEYED, AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

5.1 Buyer represents and warrants to Seller as of the effective date and as of the Closing Date that:

- (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Real Estate Contract and to carry out Buyer's obligations under this Real Estate Contract and all requisite action necessary to authorize Buyer to enter into this Real Estate Contract and to carry out Buyer's obligations hereunder has been obtained on or before closing will have been taken.

ARTICLE VI
CLOSING

6.1 The closing shall be held at Title Company, within sixty (60) days from the expiration of the Feasibility Period, as it may have been extended, or Outside Plat Date, whichever is later (the "Closing Date"). Seller and Buyer may mutually agree, in writing, to extend the Closing Date. The City Manager is authorized to extend the Closing Date on behalf of Seller.

6.2 At the closing, Seller shall:

- (a) Prepare, at Seller's cost, and deliver to Buyer the duly executed and acknowledged Special Warranty Deed conveying the Property, free and clear of any and all liens and encumbrances, except for those listed on Schedule B of the Title Commitment attached as **EXHIBIT B** (the "Permitted Exceptions") and those additional reservations and matters set forth in the Special Warranty Deed attached hereto as **EXHIBIT C**.
- (b) Deliver possession of the Property to Buyer.
- (c) Deliver to Buyer, at Buyer's expense, an Owner's Policy of Title Insurance (the "Title Policy") issued by the Title Company, on the standard form in use in the State of Texas, insuring good and indefeasible fee simple title to the Property in the Buyer, in the amount of the Purchase Price, subject only to the Permitted Exceptions, those additional easements, reservations and other matters set forth in the Special Warranty Deed attached hereto as **EXHIBIT C**, and the standard printed exceptions therein, except:
 - (i) The exception relating to restrictions against the Property shall be deleted, except for such restrictions as may be included in the Permitted Exceptions;
 - (ii) The exception relating to standby fees and ad valorem taxes shall except only to taxes owing for the current year and subsequent assessments for prior years due to change in land usage or ownership;

(iii) The survey exception shall be deleted except "shortages in area" (at Buyer's expense); and

(iv) There shall be no exception for rights of parties in possession or for visible or apparent roadways or easements not shown on the New Survey.

- (d) Pay a real estate commission to Seller's Broker, who has agreed to share equally in said real estate commission with Buyer's Broker.
- (e) Pay the Seller's expenses or attorney fees.
- (f) Pay any and all other closing costs customary to Seller.
- (g) Receive the Purchase Price and Option Fee.
- (h) Deliver executed Development Agreement (hereafter defined) with the Buyer related to the Property and Public Plaza.
- (i) Deliver executed Declaration of Restrictive Covenants with the Buyer related to the Property and Public Plaza.

6.3 Upon such performance by Seller at closing, Buyer shall:

- (a) Pay the Purchase Price for the Property.
- (b) Pay any additional premium for the survey/boundary deletion in the Title Policy, and/or issuance of endorsement(s) to the Title Policy, if the deletion or endorsement is requested by Buyer.
- (c) Have prepared and pay the cost for the Replat of the Property and Seller's Remaining Property; provided, however, that any City application fees charged by the Seller relating to its official approval of the final Replat shall be shared between Buyer and Seller pro-rata based upon the total amount of acres contained within the Property versus the Seller's Remaining Land.
- (d) Pay the escrow fees.
- (e) Pay the cost for tax certificates.
- (f) Pay the sole costs to obtain, deliver and record all documents to be recorded at closing relative to any lien Buyer may obtain for the purchasing of the Property.
- (g) Pay the costs to record all documents recorded at closing for the purchase of the Property.
- (h) Pay the Buyer's expenses and attorney fees.

- (i) Pay any and all other closing costs customary to Buyer.
- (j) Deliver executed Development Agreement with the Seller related to the Property and Public Plaza.
- (k) Deliver executed Declaration of Restrictive Covenants with the Seller related to the Property and Public Plaza.

ARTICLE VII SPECIAL CONDITIONS

7.1 The Special Warranty Deed will contain the following reservations and information, and the following **AS IS** language:

GRANTOR hereby reserves for itself, its successors and assigns, all of the Reserved Groundwater Rights. As used in this Special Warranty Deed, the following terms shall have the following meanings: Groundwater – All of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel; Reserved Groundwater - All of the Groundwater now or in the future located in, on or under the Property. Reserved Groundwater Rights - All of the Reserved Groundwater, together with the right to explore for, drill for, pump, develop, withdraw, produce and transport the Reserved Groundwater and Groundwater produced from other properties, from surface locations other than on the Property, including, without limitation, all personal Property rights and entitlements relating to or applicable to the Reserved Groundwater, including, without limitation, permits, licenses, historical use entitlements, wells, pumps, and infrastructure; provided that there shall never in any event be any ingress or egress on or across the surface of the above-described premises for the purposes of exploration, development, production or transportation of such Groundwater, it being expressly contemplated by the parties to this instrument that any production of such Groundwater shall be from the surface of other Property.

GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the premises described on the attached **EXHIBIT A**; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other Property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface of the Property, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR

under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (II) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (I) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (II) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

ARTICLE VIII BREACH BY BUYER

8.1 In the event Buyer fails to close by reason of default or breach of Buyer at any time or fails to fully and timely perform any of Buyer's obligations under this Real Estate Contract for any reason except Seller's default, Seller may, as its sole and exclusive remedy, collect the full Earnest Money, any Extension Fees, the Contract Fee and the Option Fee, if applicable, as liquidated damages and terminate this Real Estate Contract.

ARTICLE IX BREACH BY SELLER

9.1 In the event Seller fails to consummate the conveyance of the Property (Seller being in default and Buyer not being in default hereunder), Buyer shall have the right to:

- (a) Terminate this Real Estate Contract and receive a return of the Earnest Money (including the Contract Fee), any Extension Fees and the Option Fee; and/or
- (b) Bring suit against Seller only for expectancy and incidental damages, if any.

ARTICLE X DEVELOPMENT AGREEMENT AND RESTRICTIVE COVENANTS

10.1 The parties acknowledge and agree that the Property is being acquired by the Buyer with the intent of building and operating a commercial development on the Property, along with associated parking areas, related amenities, common areas, and other on-site improvements benefiting the occupants, users, invitees, and visitors of the development (herein called the "Intended Use"). Along with developing the Intended Use, Buyer, with the cooperation of Seller intends to design, coordinate, develop and construct a Public Plaza on a portion of the Property. As herein used, the Intended Use and the Public Plaza, together with all improvements contemplated, discussed or permitted in the Development Agreement, shall collectively mean the "Development Improvements".

10.2 During the Feasibility Period, Buyer and Seller shall use good faith efforts to negotiate and agree upon the form of an Economic Development Agreement which may include, but not be limited to, an agreement according to Chapter 380 of the Texas Local Government Code (the "Development Agreement") that provides, among other things, the following:

- (a) Determination of the exact size and location of the Property, as well as the Seller's Remaining Property.
- (b) Determination of the exact size and location of the Public Plaza, along with all ownership, improvements, maintenance, space activation, public use of space, easements, utilities and operation, and expenses related to the same and the availability and details of targeted and accessible grants, incentives and contributions towards the costs thereof.
- (c) A finalized site plan and building design for the Property.
- (d) Easements needed related to utilities and access on the Property to the Seller's Remaining Property.
- (e) BUYER shall complete the responsibilities of the BUYER as set forth in the BUYER's Development Proposal attached as **EXHIBIT D** or as amended by the Development Agreement. BUYER and SELLER agree that the Conceptual Site Plan and the overall design of the site and buildings will change. A finalized site plan and building design

will be finalized as part of the Development Agreement. If the BUYER does not start construction with approved permits and maintain consistent and active work on the development, the SELLER will have a right of reverter in the portion of the PROPERTY identified for the Public Plaza as set forth in the Development Agreement and Special Warranty Deed by which SELLER conveys the PROPERTY to BUYER.

- (f) Within sixty (60) days of the effective date, Seller shall provide Buyer with a draft of the Development Agreement and the parties shall, in good faith, use commercially reasonable efforts to negotiate the final terms, provisions and conditions of the Development Agreement before the expiration of the Feasibility Period. Buyer's and Seller's obligation to proceed to Closing shall be expressly conditioned upon the parties agreement to the terms, provisions and conditions of the Development Agreement and its mutual execution at Closing.

10.3 Restrictive Covenants. During the Feasibility Period, Buyer and Seller shall use good faith efforts to negotiate and agree upon the form and provisions of a Declaration of Restrictive Covenants ("Declaration of Restrictive Covenants") in connection with the Public Plaza and the Property, which the parties shall execute at Closing. Buyer acknowledges that a primary inducement to Seller for its execution and delivery of this Real Estate Contract is Buyer's obligation to enter into the restrictive covenants to be signed and recorded at Closing against the Restricted Property owned by Buyer as of the Closing Date, being the Public Plaza and surrounding areas, in which the intended permitted and restricted uses will be in furtherance of activating the Public Plaza and connecting the Public Plaza to the surrounding commercial development. Seller shall provide Buyer with a proposed draft of the Declaration of Restrictive Covenants withing ninety (90) days after the effective date of this Real Estate Contract. Buyer's and Seller's obligation to proceed to Closing shall be expressly conditioned upon the parties agreement to the terms, provisions and conditions of the Declaration of Restrictive Covenants and its mutual execution at Closing.

ARTICLE XI MISCELLANEOUS

11.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the Closing Date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

11.2 Notice: Any notice required or permitted to be delivered by this Real Estate Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the addresses set forth below:

Buyer: THE CORINTH GROUP, INC.
Attention: Frank Mihalopoulos and Arthur Brousseau
4645 N. Central Expressway
300 Knox Place
Dallas, Texas 75205
Telephone: (214) 219-5600
Email: arthur@corinthproperties.com

**ATTORNEY
FOR Buyer:** Richard C. Hoffman, Esq.
Law Offices of Richard C. Hoffman
7474 E. Visao Drive
Scottsdale, Arizona 85266-2745
Telephone: (480) 621-7860
Email: richardhoffmanlaw@att.net

Seller: City of College Station
Attention: Adam C. Falco, City Attorney
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842
Telephone: 979-764-3507
Email: afalco@cstx.gov

11.3 Texas Law to Apply: This Real Estate Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Real Estate Contract are to be performed in Brazos County, Texas.

11.4 Parties Bound: This Real Estate Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Real Estate Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Real Estate Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative. Buyer may assign this Real Estate Contract without the consent of Seller if such assignment is to an affiliate of Buyer or a wholly owned entity of Buyer or Buyer's owner. Except as provided above, any other assignment of this Real Estate Contract by Buyer shall require the consent of Seller.

11.5 Invalid Provision: In case any one or more of the provisions contained in this Real Estate Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Real Estate Contract, and this Real Estate Contract shall be construed as if such invalid, illegal, or

unenforceable provision had never been contained in the Real Estate Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Real Estate Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

11.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Real Estate Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Real Estate Contract or any amendments or exhibits hereto.

11.7 Prior Agreements Superseded: This Real Estate Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

11.8 Time of Essence: Time is of the essence to this Real Estate Contract.

11.9 Gender: Words of any gender used in this Real Estate Contract 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.

11.10 Multiple Counterparts: This Real Estate Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Real Estate Contract, it shall not be necessary to produce or account for more than one counterpart.

11.11 Brokers: Buyer and Seller represent and warrant to each other that no brokers' or real estate commissions will be due as a result of the sale of the Property from their respective actions, except for a commission payable by the Seller to Oldham Goodwin (the "Seller's Broker") and Seller's Broker agreement to share equally in the commission payable by Seller with Falcon Realty Advisors (the "Buyer's Broker"), pursuant to a separate agreement between Seller's Broker and Buyer's Broker, and in the event and only in the event that this transaction closes. Buyer and Seller represent and warrant to each other that the fees or commissions owed to each party's respective broker will be satisfied by the Closing.

11.12 Real Estate Contract Execution. This Real Estate Contract by Seller to SELL the Property is approved by vote of the City Council of the City of College Station, Texas; such approval reflected by the signature of Seller's representative to this Real Estate Contract. Once this Real Estate Contract is executed by the Buyer and Seller, the FULLY EXECUTED date shall be the date this Real Estate Contract is approved by vote of the City Council.

11.13 Memorandum of Real Estate Contract; Option: Upon request of either party, both parties shall promptly execute a Memorandum of this Real Estate Contract and/or a Memorandum of the Option suitable for filing of record.

LIST OF EXHIBITS:

EXHIBIT A Survey

EXHIBIT A-1 Depiction of Property, Public Plaza and Seller's Remaining Property

EXHIBIT B Title Commitment with an effective date of November 10, 2024.

EXHIBIT C Special Warranty Deed

EXHIBIT D Buyer's Development Proposal

EXECUTED on this the 9th day of January, 2025.

Seller:

Buyer:

CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

THE CORINTH GROUP, INC,
a Texas corporation

By: [Signature]
Mayor
Date: 1-10-25

By: [Signature]
Printed Name: FRANK MINAHOPOCIS
Title: IT'S PRESIDENT
Date: 1/06/2025

ATTEST:

[Signature]
City Secretary
Date: 1-10-25

APPROVED:

[Signature]
City Manager
Date: 1/9/25

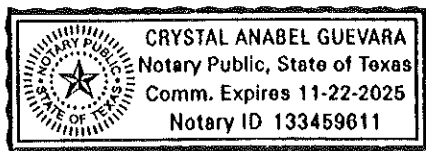
[Signature]
Assistant City Manager/CFO
Date: 1-9-2025

[Signature]
City Attorney
Date: 1-9-2025

THE STATE OF TEXAS §
COUNTY OF DALLAS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 6th day of January, 2025,
by Frank Minabpalo, the President of THE CORINTH GROUP, INC.,
a Texas corporation, on behalf of said corporation.

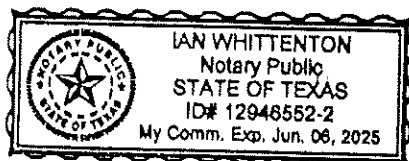


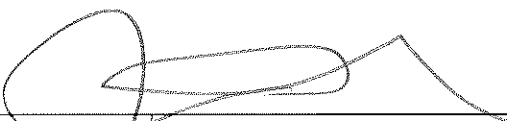

NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 10th day of January, 2025,
by JOHN P. NICHOLS, as Mayor of the CITY OF COLLEGE STATION, TEXAS, a Texas Home
Rule Municipal Corporation, on behalf of said municipality.

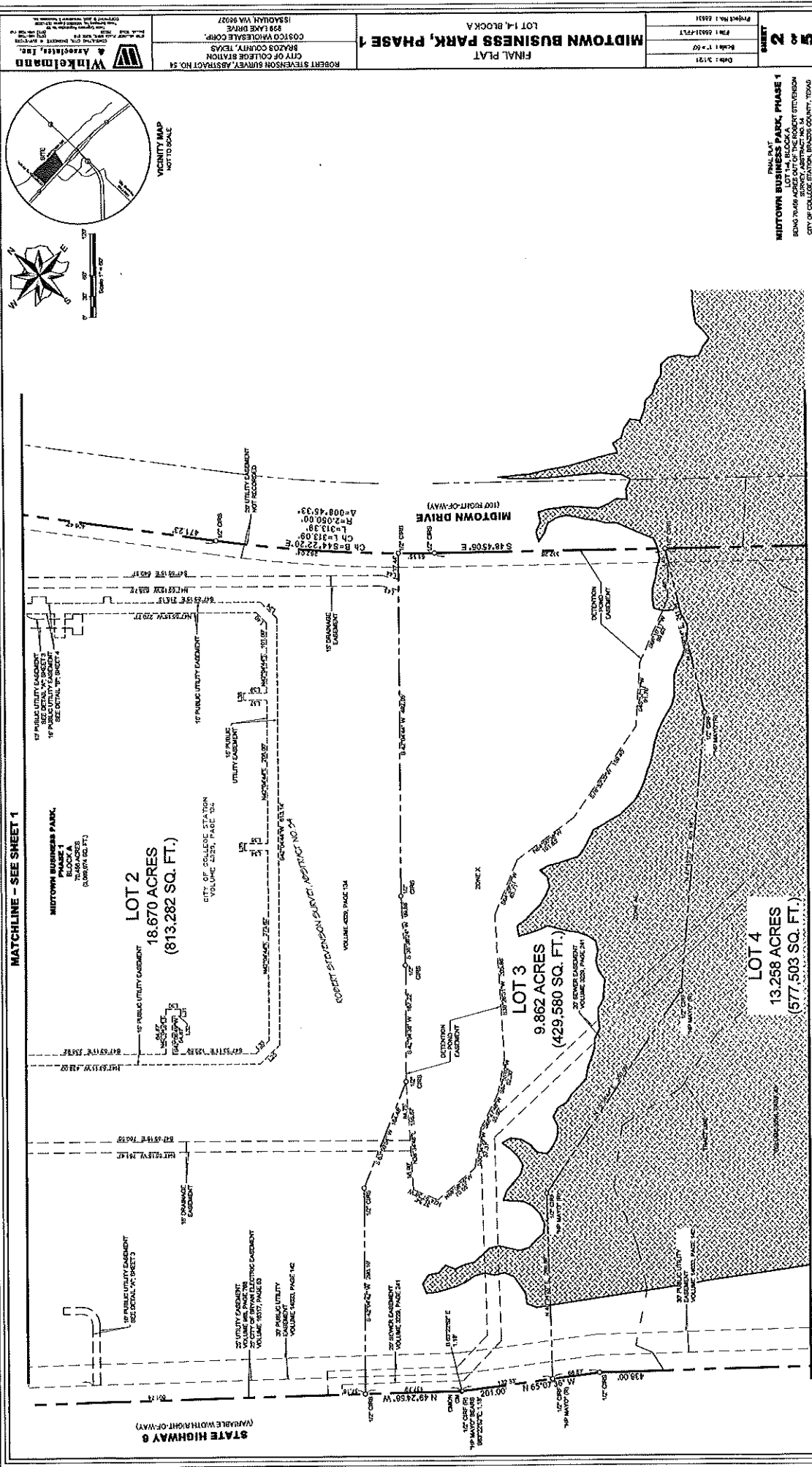



NOTARY PUBLIC in and for the State of Texas

**EXHIBIT A
SURVEY**

Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas.

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.
The Floodplain Commission does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. The Flood statement shall not create liability on the part of the Department.



MATCHLINE ~ SEE SHEET 3

2 **OF** **5** **SHEET**

FINAL PLAT
MIDTOWN BUSINESS PARK, PHASE 1
LOT 14, BLOCK A
BEING 70.06 ACRES OUT OF THE ROBERT STEVENSON
SURVEY, ABSTRACT NO. 54
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

Date: 3/12/1
Revised: 1.1.00
Item: 00001-FPLT
Project No.: 00001

FINAL PLAT
MIDTOWN BUSINESS PARK, PHASE 1
LOT 14, BLOCK A

ROBERT STEVENSON SURVEY, ABSTRACT NO. 54 CITY OF COLLEGE STATION BRAZOS COUNTY, TEXAS COSTCO WHOLESALE CORP. 898 EAGE DRIVE ISLANDIA, WA 98027	
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Winkelmann & Associates, Inc.

**CREATING OUR FUTURE - A PARTNER
IN YOUR SUCCESS**

FOR THE FUTURE OF YOUR BUSINESS
(800) 441-7444 (NJ) 949-4444

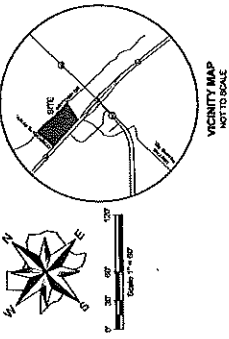
Our Clientele Includes
Manufacturers & Distributors
of Quality Products

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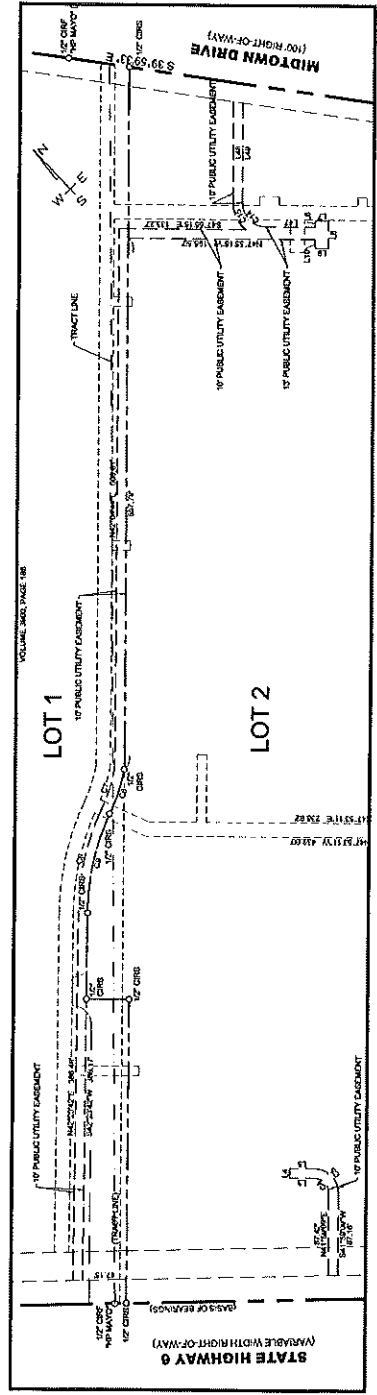
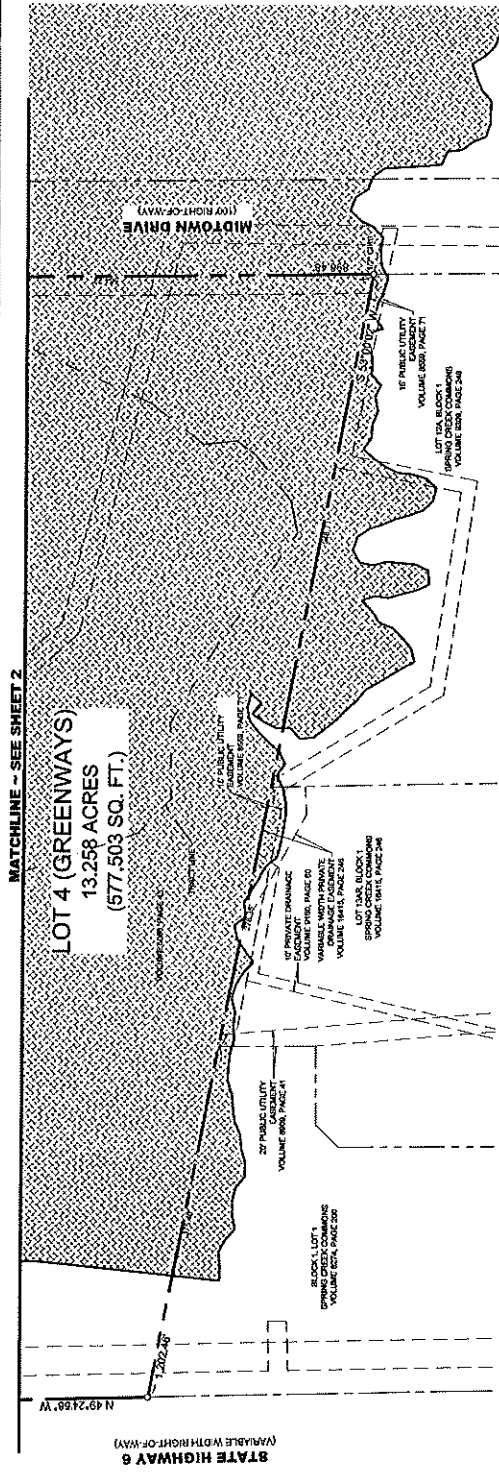
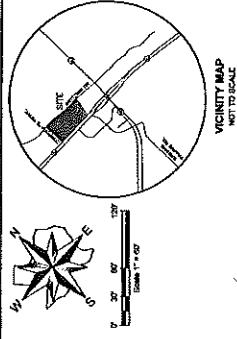
OWNER:
City of College Station
1101 Texas Avenue
College Station, Texas 77840

Winkelmann
 15000 N. Loop West, Suite 200
 Dallas, Texas 75244
 (214) 343-1100
 FAX (214) 343-1101
 www.winkelmann.com

ROBERT STEVENSON SURVEY, ABSTRACT NO. 64
 CITY OF COLLEGE STATION
 BRAZOS COUNTY, TEXAS
 599 LAKE DRIVE
 CO3100 WHOLESALE CORP.
 ISSUANCE WA 90027

MIDTOWN BUSINESS PARK, PHASE 1
 FINAL PLAT
 LOT 1-4, BLOCK A

Sheet No. 1 of 2
 Date: 11/1/21
 Project No. 1-00001



DETAIL "A"
 PUBLIC UTILITY EASEMENT
 SCALE: 1" = 40'

PHASE 1
 MIDTOWN BUSINESS PARK, PHASE 1
 LOT 1-4, BLOCK A
 BEING PLAT AS PART OF THE STEVENSON
 SURVEY, ABSTRACT NO. 64
 CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

FLOOD NOTE
 According to the Federal Emergency Management Agency, Flood Insurance Rate Map
 Community Panel No. 4804 (02/01/07), dated April 2, 2014, the property is within Flood Zone X.
 Zone X-Aves (determined to be suitable for 0.2% annual chance floodplain).
 The flood statement does not imply that the property and/or the structure thereon will be free from
 flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights
 can be in excess of the design flood. The flood statement does not represent
 the part of the project.

RECORDING INFORMATION
 City of College Station
 1500 N. Loop West, Suite 200
 College Station, Texas 77840
 (979) 764-2000

[illegible]

EXHIBIT A-1
DEPICTION OF PROPERTY, PUBLIC PLAZA AND
SELLER'S REMAINING PROPERTY

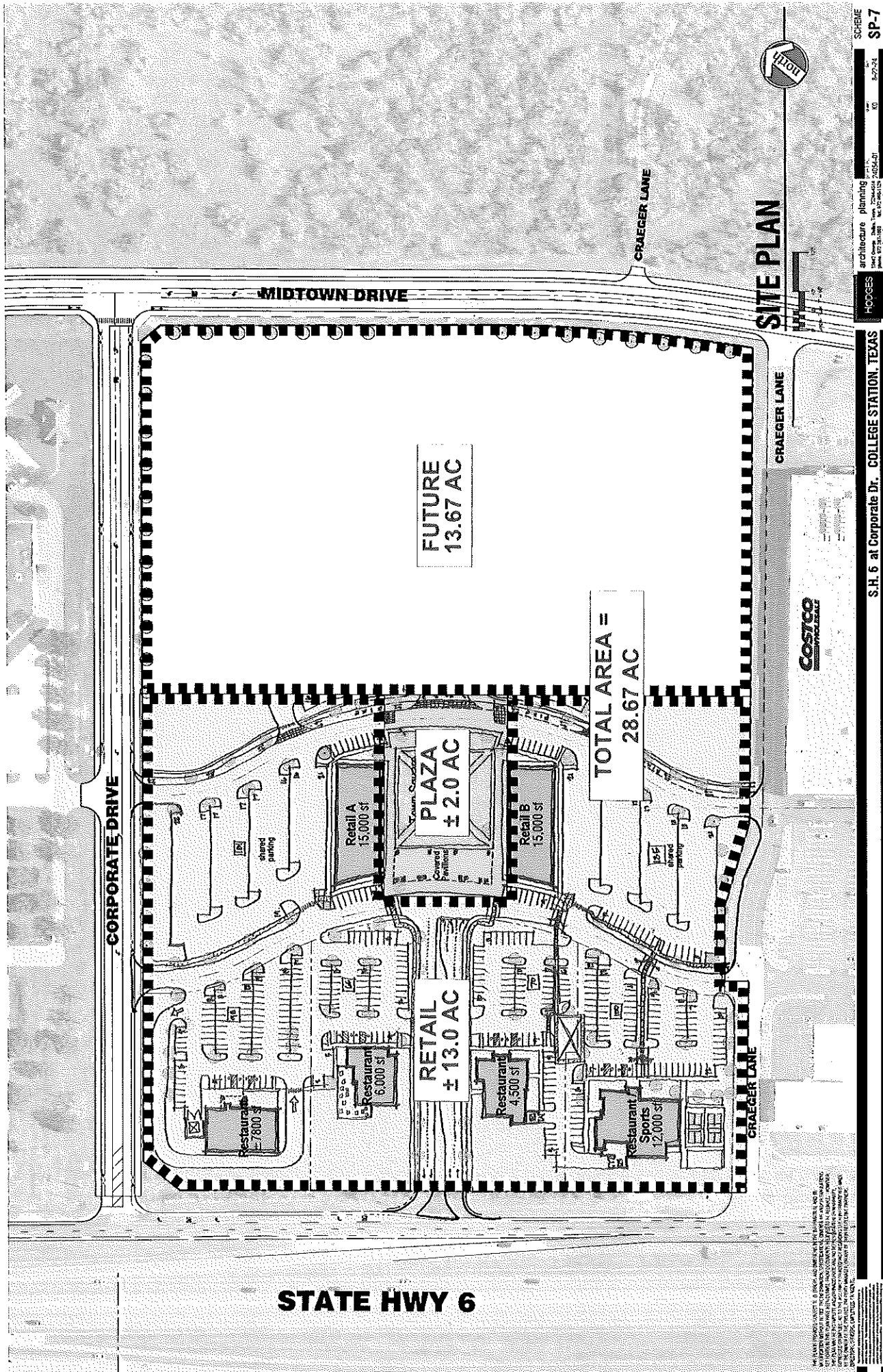


EXHIBIT B
TITLE COMMITMENT EFFECTIVE NOVEMBER 10, 2024

COMMITMENT FOR TITLE INSURANCE (T-7)

ISSUED BY

TEXAN TITLE INSURANCE COMPANY

We, TEXAN TITLE INSURANCE COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

Countersigned by:

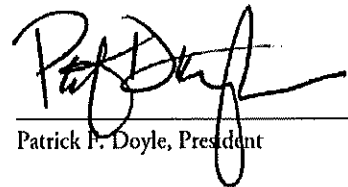


Authorized Countersignature
South Land Title, LLC

Company Name



Texan Title Insurance Company


Patrick P. Doyle, President

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 6710 Stewart Road, Suite 300, Galveston, Texas 77551.

TEXAN TITLE INSURANCE COMPANY

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-866-55-TEXAN

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-866-55-TEXAN

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

TEXAN TITLE INSURANCE COMPANY
TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.
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Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied, or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-866-55-TEXAN or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure

you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

TEXAN TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **November 10, 2024, 8:00 am**

GF No. **BC2413586**

Commitment No. **BC2413586**, issued **November 15, 2024, 8:00 am**

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED: **TBD**
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - f. OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:
City of College Station, Texas
4. Legal description of land:
All that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas and being Lot One (1), Block "A", MIDTOWN BUSINESS PARK, PHASE ONE, an addition to the City of College Station, Brazos County, Texas, according to the Plat recorded thereof in Volume 17484, page 40, Official Records of Brazos County, Texas.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

- 1.
- 2.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2025**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year ____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. **Rights of Parties in possession. (OWNER POLICY ONLY)**
- b. **Subject to any and all visible and/or apparent easements over, under or across subject property, which a survey or physical inspection may disclose.**
- c. **Any encroachment, encumbrance violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**
- d. **Any portion of the subject property lying within the boundaries of a public or private roadway, whether dedicated or not.**
- e. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.**
- f. **All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.**
- g. **Rights of tenants, as tenants only, under existing lease agreements affecting the land.**
- h. **20' Utility Easement on the northwest and northeast sides of property, Mutual Access Easement, 15' Drainage Easement and 10' Utility Easement on the southeast side of property as shown on plat of MIDTOWN BUSINESS PARK, PHASE ONE, an addition to the City of College Station, Brazos County, Texas, according to the Plat recorded thereof in Volume 17484, page 40, Official Records of Brazos County, Texas and as evidenced by survey dated , prepared by James Michael Denney, Registered Professional Land Surveyor, No. 5414.**
- i. **Pipeline Easement from Mrs. Lily Carll, et vir to Humble Pipe Line Company, dated July 22, 1919, recorded in Volume 49, page 34, Deed Records of Brazos County, Texas and amended in Volume 520, page 674, Deed Records of Brazos County, Texas and partially released in Volume 3910, page 130, Official Records of Brazos County, Texas.**
- j. **Easement from Mrs. Icy Dowling and W. I. Dowling to State of Texas, dated June 27, 1931, recorded in Volume 80, page 527, Deed Records of Brazos County, Texas.**
- k. **Access Easement Reserved in Deed from James C. Creagor, et ux to Kingsland Development, Inc., dated May 26, 1977, recorded in Volume 374, page 109, Deed Records of Brazos County, Texas.**
- l. **Easement from Hob-Pang Ngiam and Shau-King Ngiam to Producer's Gas Company, dated November 19, 1987, recorded in Volume 517, page 492, Deed Records of Brazos County, Texas.**
- m. **Easement from James C. Creagor and Marlon Creagor to General Telephone Company of the Southwest, dated December 8, 1983, recorded in Volume 638, page 90, Official Records of Brazos County, Texas.**
- n. **Telephone Easement from Jerry Windham, et al to General Telephone Company of the Southwest, dated December 12, 1983, recorded in Volume 638, page 161, Official Records of Brazos County,**

Texas.

- o. Easement from Susan Creagor Helm, et al to City of College Station, Texas, dated August 30, 1984, recorded in Volume 719, page 243, Official Records of Brazos County, Texas.**
- p. Encroachment Agreement by and between Exxon Pipeline Company and The City of College Station, Texas, dated October 3, 1985, recorded in Volume 854, page 599, Official Records of Brazos County, Texas.**
- q. Easement from John Emory Marsh, Jr., et al to City of College Station, Texas, dated January 16, 1987, recorded in Volume 945, page 391, Official Records of Brazos County, Texas.**
- r. Easement from James Creagor and Marion Creagor to City of College Station, Texas, dated March 2, 1987, recorded in Volume 954, page 349, Official Records of Brazos County, Texas.**
- s. Defined Public Utility Easement from Jerry Windham, et al to City of College Station, dated April 20, 1987, recorded in Volume 965, page 768, Official Records of Brazos County, Texas.**
- t. Easement from Frank Thurmond and Jerry Windham to Texas Municipal Power Agency, dated December 5, 1990, recorded in Volume 1231, page 15, Official Records of Brazos County, Texas**
- u. Easement from Marion Violet Creagor and Susan Cheryl Creagor Helm, as Co-Trustees of the James Carll Creagor Family Trust to City of College Station, Texas, dated September 7, 1995, recorded in Volume 2439, page 227, Official Records of Brazos County, Texas.**
- v. Easement from Michael Creagor to City of College Station, Texas, dated March 3, 1998, recorded in Volume 3048, page 252, Official Records of Brazos County, Texas.**
- w. Easement from Susan Creagor Helm to City of College Station, Texas, dated March 3, 1998, recorded in Volume 3048, page 256, Official Records of Brazos County, Texas.**
- x. Easement from Marion Violet Creagor and Susan Cheryl Creagor Helm, Co-Trustees of the James Carll Creagor Family Trust to City of College Station, Texas, dated March 3, 1998, recorded in Volume 3048, page 259, Official Records of Brazos County, Texas.**
- y. Easement from Frank Thurmond and Jerry Windham to City of College Station, dated July 1, 1998, recorded in Volume 3209, page 86, Official Records of Brazos County, Texas.**
- z. Easement from Louise Marsh Reeves, et al to City of College Station, Texas, dated July 24, 1998, recorded in Volume 3229, page 241, Official Records of Brazos County, Texas.**
- aa. Easement from Louise Marsh Reeves, Individually and as Trustee of the Marsh-Reeves Trust, et al to City of College Station, Texas, dated August 26, 1999, recorded in Volume 3596, page 45, Official Records of Brazos County, Texas.**
- bb. Easement from Frank Thurmond and Jerry Windham to Wellborn Special Utility District, dated January 11, 2000, recorded in Volume 3768, page 25, Official Records of Brazos County, Texas**
- cc. Notice of Utility or Infrastructure on City Property by City of College Station, dated May 15, 2017, recorded in Volume 14033, page 142, Official Records of Brazos County, Texas.**

- dd. Notice of Utility or Infrastructure on City Property by the City of College Station, dated May 15, 2017, recorded in Volume 14033, page 130, Official Records of Brazos County, Texas.
- ee. Easement from City of College Station, Texas to City of Bryan, Texas, dated August 20, 2020, recorded in Volume 16317, page 53, Official Records of Brazos County, Texas.
- ff. Terms, conditions and stipulations of that certain Reciprocal Easement and Shared Use Agreement dated November 10, 2021 by and between the City of College Station and Costco and Wholesale Corporation, recorded in Volume 17502, page 248, Official Records of Brazos County, Texas.
- gg. Easement from City of College Station, Texas to Costco Wholesale Corporation, dated November 10, 2021, recorded in Volume 17502, page 248, Official Records of Brazos County, Texas.
- hh. Terms and conditions contained in Waiver of Surface Use executed by Marion Violet Creagor, dated April 24, 1998, recorded in Volume 3176, page 6, Official of Brazos County, Texas.
- ii. Mineral reservation in Deed from James Carll Creagor, et ux to Kingsland Development, Inc., dated May 26, 1977, recorded in Volume 374, page 109, Deed Records of Brazos County, Texas; subject to surface waiver recorded in Volume 3176, page 6, Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- jj. Mineral reservation, with surface waiver, in Deed from Hoo-Pang Ngiam, et ux to Bernath Concrete Products Company, dated April 14, 1983, recorded in Volume 571, page 140, Deed Records of Brazos County, Texas; subject to surface waiver contained therein. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- kk. Mineral reservation, with surface waiver, in Deed from Hoo-Pung Ngium, et ux to Jerry Windham and Frank Thurmond, dated April 14, 1983, recorded in Volume 571, page 144, Deed Records of Brazos County, Texas; subject to surface waiver contained therein. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- ll. Terms, conditions and stipulations as set forth in Stipulation of Interest Agreement by and between Marsh-Reeves Trust, John Emory Marsh, Jr., Louise Marsh Reeves, Robert Emory Reeves, and Marsha Reeves Duemke dated January 28, 1991, recorded in Volume 1249, page 37, 42, 47, and 52, Official Records of Brazos County, Texas.
- mm. Mineral Deed from Marion Violet Creagor, Independent Executrix of the Estate of James Carll Creagor, Deceased to Marion Violet Creagor, dated July 12, 1993, recorded in Volume 1849, page 321, Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.
- nn. Mineral conveyance contained in Marsh-Reeves Trust from Grace H. Marsh to Louise M. Reeves dated March 25, 1981, recorded in Volume 2007, page 294, Official Records of Brazos County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument and the Company makes no representation as to the ownership or holder of such interest(s).
- oo. Mineral reservation, with surface waiver, in Deed from Marion Violet Creagor, et al to City of College Station, Texas, dated August 14, 2000, recorded in Volume 3900, page 188, Official Records

of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.

- pp. Mineral reservation, with surface waiver, in Deed executed by Jerry Windham, et al to City of College Station, dated August 14, 2000, recorded in Volume 3900, page 223, Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- qq. Mineral reservation, with surface waiver, in Deed from Louise Marsh Reeves, Individually and as Trustee of the Marsh-Reeves Trust, et al to City of College Station, Texas, dated September 27, 2001, recorded in Volume 4329, page 134, Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- rr. Mineral reservation, with surface waiver, in Deed from Louise Marsh Reeves, Individually and as Trustee of the Marsh-Reeves Trust, et al to City of College Station, Texas, dated January 8, 2003, recorded in Volume 5056, page 43, Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- ss. Mineral Deed from Ronald S. Y. Ngiam, Independent Administrator with Will Annexed of the Estate of Hoo-Pang Ngiam, Deceased to Kim S. K. Ngiam, dated June 8, 2015, recorded in Volume 12821, page 27, Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.
- tt. Mineral Deed from Louise M. Reeves to Southwest Petroleum Company, L.P., dated June 22, 2018, recorded in Volume 14782, page 234, Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.
- uu. Estate created by Oil and Gas Lease(s) from Grace H. Marsh and J. E. Marsh to H. B. Pressley, dated February 12, 1942, recorded in Volume 3, page 377, Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- vv. Estate created by Oil and Gas Lease(s) from Grace and J. E. Marsh to Joe Vickery, dated February 8, 1952, recorded in Volume 11, page 333, Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- ww. Estate created by Oil and Gas Lease(s) from James C. Creagor and Marion Creagor to Tidewater Oil Co., dated October 23, 1957, recorded in Volume 14, page 331, Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- xx. Estate created by Oil and Gas Lease(s) from Grace Marsh and J. E. Marsh to Jay Callahan, dated January 30, 1957, recorded in Volume 14, page 394, Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- yy. Estate created by Oil and Gas Lease(s) from James C. Creagor and Marion Creagor to Cities Service Company, dated August 17, 1976, recorded in Volume 23, page 550, Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- zz. Estate created by Oil and Gas Lease(s) from James Carl Creagor to Cities Service Company, dated August 12, 1976, recorded in Volume 23, page 608, Oil & Gas Records of Brazos County, Texas.

Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.

- aaa. Estate created by Oil and Gas Lease(s) from Grace H. Marsh a/k/a Mrs. J. E. Marsh to Cities Service Company, dated August 27, 1976, recorded in Volume 23, page 706, Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- bbb. Estate created by Oil and Gas Lease(s) from George Creagor, et al to Union Pacific Resources Co., dated July 19, 1990, recorded in Volume 1205, page 820; Volume 1206, page 16, 23, and 34; Volume 1209, page 215, Official Records of Brazos County, Texas and Amended in Volume 1839, page 306, 324, 332 and 340; and Volume 1840, page 1, Official Records of Brazos County, Texas. Subject to Surface Waiver recorded in Volume 2501, page 282, Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- ccc. Estate created by Oil and Gas Lease from Hoo-Pang Ngiam, et ux to Union Pacific Resources Company, dated July 19, 1990, recorded in Volume 1207, page 369, and amended in Volume 1839, page 314, Official Records of Brazos County, Texas; subject to the surface waivers recorded in Volume 3421, page 140 and Volume 3494, page 237, Official Records of Brazos County, Texas. Title to this lease has not been traced subsequent to the date of the above-cited instrument.
- ddd. Estate created by Oil and Gas Lease from James C. Creagor, et ux to Union Pacific Resources Company, dated August 13, 1990, recorded in Volume 1214, page 475, Official Records of Brazos County, Texas. Title to this lease has not been traced subsequent to the date of the above-cited instrument.
- eee. Estate created by Oil and Gas Lease(s) from Robert Emory Reeves to Union Pacific Resources Company, dated September 14, 1990, recorded in Volume 1218, page 421, Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- fff. Estate created by Oil and Gas Lease(s) from Louise Marsh Reeves, Individually and as Trustee of the Marsh-Reeves Trust to Union Pacific Resources Co., dated September 14, 1990, recorded in Volume 1218, page 427, Official Records of Brazos County, Texas, subject to the surface waiver recorded in Volume 4583, page 171, Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- ggg. Estate created by Oil and Gas Lease(s) from John E. Marsh, Jr. to Union Pacific Resources Co., dated September 14, 1990, recorded in Volume 1218, page 439, Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- hhh. Estate created by Oil and Gas Lease(s) from Marsha Reeves Duemke to Union Pacific Resources Co., dated September 14, 1990, recorded in Volume 1220, page 302, Official Records of Brazos County, Texas, subject to the surface waiver recorded in Volume 5017, page 207, Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- iii. Estate created by Memorandum of Oil and Gas Lease(s) from Susan Creager Helm, et al to Petroedge Energy, III, LLC, dated July 22, 2014, recorded in Volume 12163, page 173, 175, 177, & 179, Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.

jjj. Property lies within the boundary of the College Station Tax Increment Zone #19 (CSMD-E)

NOTE: Federal law prohibits enforcement of such personal restrictions and even limits the ability of the title company to report or show them. To the extent such personal restrictions are contained in any document listed as an exception to title in this insuring form, such personal restrictions or covenants are omitted from the exception. If the Company or its title insurance agent have provided copies of documents containing such personal restrictions or covenants, we are simply providing a true copy of the recorded documents and do not publish, state, or imply such personal restrictions or covenants are enforceable.

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **NOTE: We find no outstanding liens of record affecting the subject property. Inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest claim in the subject property.**
6. **Company must be furnished documents evidencing Municipal authority to convey subject property pursuant to Statutes and Laws governing the State of Texas.**
7. **Company requires proof that the subject property qualified for each ad valorem tax exemption that was granted to it for the last three tax years.**
8. **If any party to the transaction will execute documents based on a Statutory Durable Power of Attorney, Company requires the agent presenting such power of attorney to provide the Company with a Certification of Durable Power of Attorney by Agent, pursuant to Sec. 751.203 of the Texas Estates Code, before the date of closing.**
9. **Company will require tax certificates on the subject property showing all taxes paid up to and including the year 2024.**
10. **Company will require a properly executed Waiver of Inspection.**
11. **Company requires an Affidavit as to Debts and Liens to be executed at closing.**
12. **"The title insurance policy being issued to you contains an Arbitration Provision. It allows you or the**

Company to require arbitration if the amount of Insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the Arbitration Provision before the policy is issued. If you are the purchaser in the transaction and elect deletion of the Arbitration Provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration Provision, please inform us through your Closing Instructions."

13. For informational purposes: Texas law may require certain Seller notices. Some notices, including the Notice to Purchaser of Special Taxing or Assessment District, are required to be filed in the real property records. The title company does not determine what notices are required for any specific transaction and does not identify districts in which the property is located. Please contact an attorney for guidance regarding Seller notice requirements. The Seller should notify the title company of any notices they will want recorded at the time of closing.

The following is for informational purposes only:

The current vesting deed is as follows:

Warranty Deed executed by Louise Marsh Reeves, et al to City of College Station, Texas, dated January 8, 2003, recorded in Volume 5056, page 43, Official Records of Brazos County, Texas.

Warranty Deed executed by Louise Marsh Reeves, et al to City of College Station, Texas, dated September 27, 2001, recorded in Volume 4329, page 134, Official Records of Brazos County, Texas.

Warranty Deed executed by Jerry Windham and Frank Thurmond to City of College Station, dated August 14, 2000, recorded in Volume 3900, page 223, Official Records of Brazos County, Texas.

Warranty Deed executed by Marion Violet Greagor, et al to City of College Station, Texas, dated August 14, 2000, recorded in Volume 3900, page 188, Official Records of Brazos County, Texas.

Countersigned
South Land Title, LLC

By:



Authorized Counter Signature

SCHEDULE D

GF No. **BC2413586**

Effective Date: **November 10, 2024, 8:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment
 - (a) The Title Insurance Company, **Texan Title Insurance Company**, is wholly owned by Texan Title Holdings, LLC. Individuals, partnerships, corporations, trusts or other entities owning ten percent (10%) or more of Texan Title Holdings, LLC:

Patrick F. Doyle - 100%
 - (b) The directors of Texan Title Insurance Company are Patrick F. Doyle, Jessica R. Carper, Jeffrey A. Adams and Russell Sugg
 - (c) The president, executive or senior vice-president, secretary and treasurer of Texan Title Insurance Company:

Patrick F. Doyle - Chief Executive Officer and President
Jessica R. Carper - Senior Vice President and Treasurer
Jeffrey A. Adams - General Counsel and Secretary
J. Brandon Linscomb - Senior Vice President
Russell Sugg - Executive Vice President
2. The issuing Title Insurance Agent, **South Land Title, LLC** a Texas Limited Liability Company, whose members owning or controlling, directly or indirectly, 1% or more of said company (or owning or controlling 10% or more of an entity that owns 1% or more of the Agent), and managers are listed below:

Patrick F. Doyle, Chief Executive Officer
Shannon Doyle Osborn, President
Jessica R. Carper, Treasurer

South Land Title, LLC is owned 100% by Texan Title Holdings, LLC which is owned 100% by Patrick F. Doyle.
3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium¹ is:

Owner's Policy	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	\$0.00
Total	\$0.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount

To Whom

For Services

" The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

COMMITMENT FOR TITLE INSURANCE (Form T-7)

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

Texan Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate			
1	2	3	4	5	6	7	8
\$0.00		3	41				

DISCLOSURE TO SELLER, BUYER/BORROWER ABOUT
PATRICK F. DOYLE AND DOYLE LAW FIRM, PLLC

I. REPRESENTATION OF INTERESTS

In connection with the transaction you are closing today, DOYLE LAW FIRM, PLLC (the "Doyle Law Firm"), may have prepared documents of conveyance, curative documents, or documents pertaining to a loan obtained from a lending institution (or individual owner under an owner-finance) to finance all or part of the purchase price of Buyer/Borrower's property, or to refinance an earlier loan made to Buyer/Borrower, or which Buyer/Borrower assumed, that is secured on the subject property (collectively, the "Legal Documents"). In the event any such Legal Documents were prepared by the Doyle Law Firm; you must pay for such services. By signing below, Buyer/Borrower is acknowledging that the Doyle Law Firm has not represented Buyer/Borrower's interests or given Buyer/Borrower any legal advice concerning the contract to sell and purchase the property, if applicable, or otherwise related to the property or to the legal instruments and loan documents executed in connection with the home loan transaction or the closing of the transaction itself.

II. RELATIONSHIP OF TEXAS FIRST BANK, PATRICK F. DOYLE AND DOYLE LAW FIRM, PLLC

The Doyle Law Firm has an ongoing attorney-client relationship with Texas Independent Bancshares, Inc., and Texas First Bank. Additionally, PATRICK F. DOYLE is the sole owner of the Doyle Law Firm, and serves as a director of Texas Independent Bancshares, Inc., and Texas First Bank.

III. RELATIONSHIP OF TITLE COMPANY AND PATRICK F. DOYLE

PATRICK F. DOYLE is the sole owner of Texan Title Holdings, LLC, which is the parent company of **South Land Title, LLC**.

IV. RELATIONSHIP OF TAX SERVICE PROVIDER AND PATRICK F. DOYLE

PATRICK F. DOYLE is the sole owner of Realty Tax Search, Inc., which provides ad valorem tax searches, and collects, stores and disseminates such information regarding your transaction, and collects a standard fee for services related thereto.

V. FREEDOM TO HIRE A LAWYER

The undersigned acknowledges that they have had the opportunity to consult independent counsel or hire an attorney to represent them regarding this transaction and its consequences.

VI. OBLIGATION TO PAY LEGAL FEES

In the event any Legal Documents were prepared by the Doyle Law Firm, the undersigned acknowledges that they must pay at the time of closing, or on demand, the legal fees of the Doyle Law Firm. The charges for the services of the Doyle Law Firm are set forth on the closing statement or settlement statement furnished by the closing agent. You have not been charged any fee for the preparation of any Truth-in-Lending Statement or RESPA Good Faith Estimate of closing costs. Attached hereto as Exhibit A and incorporated herein is an Affiliated Business Arrangement Disclosure Statement, which sets forth the Doyle Law Firm's relationship to PATRICK F. DOYLE and Settlement Service Charge or range of charges.

VII. DESCRIPTION OF LEGAL SERVICES

If representing the lender's interest in this loan transaction, the Doyle Law Firm provided a variety of services of a legal nature. The Doyle Law Firm reviews as necessary the sales contract, survey, title report or commitment of title insurance, various documents of record such as restrictions and easements, and typically prepares such instruments as the note, deed of trust, affidavits, and various miscellaneous documents required by the lender.

Furthermore, the undersigned acknowledges that the Doyle Law Firm may have prepared certain Legal Documents upon the request of **South Land Title, LLC**, and has not in any manner, undertaken to assist or render legal advice to the undersigned, with respect to this transaction. The attorney preparing the documents represents **South Land Title, LLC**.

The undersigned has been provided with an opportunity to examine the title commitment issued by the title company in this transaction and is satisfied with the contents of such commitment. Furthermore, the undersigned agrees and understands that this transaction is not "closed" until all disbursements are made on behalf of all parties. In the event there are any additional charges for anyone furnishing services, requiring payoff, or by any taxing authority, the undersigned will pay such charges attributable to it upon written request.

VIII.

ACKNOWLEDGEMENT/WHAT SIGNING THIS MEANS

By signing below, you acknowledge to the lender, the Doyle Law Firm and PATRICK F. DOYLE that you have received a copy of this disclosure, that you have read all of the above statements, that you understand them, and that what has been stated in this disclosure is accurate and truthful. Furthermore, you acknowledge that you have read this disclosure form and understand that PATRICK F. DOYLE is referring you to purchase the settlement services as described herein on Exhibit A and may receive a financial or other benefits as the result of this referral.

EXHIBIT "A"

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
NOTICE**

FROM: PATRICK F. DOYLE

GF#: BC2413586

This is to give you notice that **PATRICK F. DOYLE** has a business relationship with and an ownership interest in **REALTY TAX SEARCH, INC.** and **TEXAN TITLE HOLDINGS, LLC**.

Set forth below is the estimated charge or range of charges of the settlement services listed. You are **NOT** required to use the listed providers as a condition for closing your transaction of the subject property. **THERE ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Provider and Settlement Services Charge or Range of Charges:

South Land Title, LLC	(premium fees as set by State Board of Insurance and vary depending on value of transaction and credits available to consumer)
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Realty Tax Search	\$40.00
--------------------------	----------------

ACKNOWLEDGEMENT

The undersigned has read this disclosure form and understands that **PATRICK F. DOYLE** is referring the undersigned to purchase the above-described settlement services and may receive financial or other benefits as a result of this referral.

**SOUTH LAND TITLE, LLC
PRIVACY POLICY**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **SOUTH LAND TITLE, LLC**.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or others
- Information we receive from a consumer reporting agency
- Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT OUR CUSTOMERS OR FORMER CUSTOMERS TO ANYONE, EXCEPT AS PERMITTED BY LAW.

WE RESTRICT ACCESS TO NONPUBLIC PERSONAL INFORMATION ABOUT YOU TO THOSE EMPLOYEES WHO NEED TO KNOW THAT INFORMATION TO PROVIDE THE PRODUCTS OR SERVICES REQUESTED BY YOU OR YOUR LENDER.

WE MAINTAIN PHYSICAL, ELECTRONIC, AND PROCEDURAL SAFEGUARDS THAT COMPLY WITH APPROPRIATE FEDERAL AND STATE REGULATIONS.

NO PERSON, ENTITY OR FIRM WHO IS NOT A PARTY TO YOUR CONTRACT IS PERMITTED TO RECEIVE ANY INFORMATION FROM THIS COMPANY ON ANY MATTER RELATED TO YOUR CONTRACT.

**DOYLE LAW FIRM, PLLC
PRIVACY POLICY NOTICE**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **DOYLE LAW FIRM, PLLC**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or others
- Information we receive from a consumer reporting agency
- Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

EXHIBIT C
SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: _____, 202__

GRANTOR: THE CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

GRANTOR'S MAILING ADDRESS: P. O. Box 9960
(including county) Brazos County
College Station, Texas 77842

GRANTEE: THE CORINTH GROUP, INC., a Texas corporation

GRANTEE'S MAILING ADDRESS: 4645 N. Central Expressway
(including county) 300 Knox Place
Dallas, Texas 75205

CONSIDERATION: TEN AND NO/ Dollars (\$10.00) and other good and valuable consideration

PROPERTY:

All those certain lots, tracts or parcels of land, lying and being situated in Brazos County, Texas and being _____ acres of Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas according to the Plat of record in Volume 17484, Page 40 in the Official Records of Brazos County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. _____

GRANTOR hereby reserves for itself, its successors and assigns, all of the Reserved Groundwater Rights. As used in this Special Warranty Deed, the following terms shall have the following meanings: Groundwater – All of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel; Reserved Groundwater - All of the Groundwater now or in the future located in, on or under the Property. Reserved Groundwater Rights - All of the Reserved Groundwater, together with the right to explore for, drill for, pump, develop, withdraw, produce and transport the Reserved Groundwater and Groundwater produced from other properties, on, under and over the Property, including, without limitation, all personal property rights and entitlements relating to or applicable to the Reserved Groundwater, including, without limitation, permits, licenses, historical use entitlements, wells, pumps, and infrastructure; provided that there shall never in any event be any ingress or egress on or across the surface of the above-described premises for the purposes of exploration, development, production or transportation of such Groundwater, it being expressly contemplated by the parties to this instrument that any production of such Groundwater shall be from the surface of other property.

GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the Property; provided that there shall never in any event be any ingress or egress on or across the surface of the above described Property for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, except as may have been reserved by predecessors in title, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS,

WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (II) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (I) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (II) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's legal representatives, successors and assigns to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under GRANTOR but not otherwise, and except as to the reservations from and exceptions to conveyance and warranty recited above.

Reference is hereby made to that certain Development Agreement (the "DA") dated to be effective as of _____, by and between Grantor and Grantee (or Grantee's predecessor in interest). Notwithstanding anything herein to the contrary:

- (1) If Grantee does not meet the Commencement of Construction Deadline for the Public Plaza (as defined in the DA), such deadline being _____, then, subject to the terms and conditions in the DA, the conveyance for the Public Plaza (as defined in the DA) within the Property shall be null and void, and fee simple title to the Public Plaza within the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such reversion right, or
- (2) If Commencement of Construction fails as a result of revocation of a Permit (as such terms are defined in the DA), then, subject to the terms and conditions in the DA, the Grantor may demand the Grantee reconvey the Public Plaza within the Property to the Grantor and Grantee shall have thirty (30) days after Grantee receives Grantor's demand to achieve

Commencement of Construction. Should Grantee fail to achieve Commencement of Construction within the thirty (30) days, then upon the thirty-first (31st) day, Grantee shall reconvey the Public Plaza within the Property to the Grantor and the Public Plaza within the Property shall become fee simple estate owned by the Grantor.

When the context requires, singular nouns and pronouns include the plural.

**CITY OF COLLEGE STATION, TEXAS,
Texas Home Rule Municipal Corporation.**

By: _____
JOHN P. NICHOLS, Mayor

ATTEST:

City Secretary

**THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §**

This instrument was acknowledged before me on the _____ day of _____, 202__, by **JOHN P. NICHOLS**, as Mayor of the City of College Station, a municipal home rule corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:
City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842-9960

EXHIBIT D
BUYER'S DEVELOPMENT PROPOSAL

See attached Buyer's Development Proposal on the following pages. The terms of this Real Estate Contract shall take precedence and control over any term or provision of this Buyer's Development Proposal that in any way conflicts with, differs from, or attempts to alter the terms of this Real Estate Contract.

CORINTH

PROPERTIES

January 3rd, 2025

Mr. Michael Ostrowski, Chief Development Officer
Mr. Brian Piscacek, Assistant Director Economic Development
Ms. Stacey Vasquez, Economic Development Coordinator
Economic Development and Tourism
1207 Texas Avenue
College Station, Texas 77840

RE: Letter of Intent (“**LOI**”) outlining the general terms to purchase and develop the Property located at the corner of Highway 6 and Corporate Parkway in College Station, Texas.

The purchase and sale of the Property is contemplated to occur in two phases outlined below. Moreover, Purchaser and Seller will work in partnership to develop part of the Property into a public Community Space with an adjacent covered pavilion-like structure.

This LOI is not intended to constitute, and shall not constitute, a contract for the sale of the Property, but will merely serve as a guideline on which an appropriate Purchase and Sale Agreement may be prepared.

PROPERTY:	+/- 28.66 acres located at the intersection of Highway 6 and Corporate Parkway in the Midtown Business Park in College Station, TX. See Exhibit A .
SELLER:	The City of College Station
PURCHASER:	Corinth Group, Inc. and/or an entity controlled by it.
DEAL STRUCTURE:	The Property will be divided into three separate sections for purposes of the purchase and sale. See Exhibit B. 1) Phase One Development Site – +/- 13 acres of developable commercial land. 2) Community Space – +/- 2 acres of land to be developed into a shared recreational greenspace with an open-air pavilion. Seller will work in partnership with Purchaser to develop this portion of the site. 3) Future Development Site – +/- 14 acres of developable commercial land to be purchased and developed at a later date. Purchaser will have a Purchase Option for the Future Development Site per the terms outlined in this Letter of Intent. The acreages contemplated in this LOI for each subdivided portion of land are rough estimates. The exact size of each section of the project will be finalized through a joint design process between Purchaser and Seller as part of the overall development of the Property.

PURCHASE PRICE:	The Purchase Price for both the Phase One Development Site and the Future Development Site is \$8.00 per land square foot. The total Purchase Price for both transactions will be calculated once the actual size of each parcel is finalized and agreed to by Purchaser and Seller as part of the initial design process.
EARNEST MONEY:	Within three (3) business days of the execution of a Purchase and Sale Agreement, Purchaser shall transfer and deliver to the Title Company \$100,000 ("Earnest Money Deposit") to be held in escrow and to secure Purchaser's obligations under the Purchase and Sale Agreement. Purchaser and Seller agree that \$50,000 of the Earnest Money will be a "Contract Fee" and shall be non-refundable for the Feasibility Period. The Earnest Money will be applicable to the Purchase Price.
SELLER-PROVIDED INFORMATION:	Seller agrees to deliver all pertinent documents related to the Property in Seller's possession to Purchaser.
FEASIBILITY PERIOD:	Purchaser shall have a period of one-hundred and eighty (180) days from the Effective Date of the Purchase and Sale Agreement (and any associated governmental approvals) to inspect the Property, research municipal ordinances and requirements and all information relating thereto. In the event that Purchaser, during the Feasibility Period, in its sole discretion disapproves any requirement, document, or any portion of the Property, or determines that the purchase is not economically feasible, it may at its option be relieved of all liability under the Purchase and sale agreement and the Earnest Money shall be promptly returned, less \$100.00 for Independent Consideration, to Purchaser by the Title Company. Purchaser shall be able to purchase two thirty (30) day extensions of the Feasibility Period. Each extension will cost \$10,000 of additional non-refundable Earnest Money.
DEVELOPMENT AGREEMENT	During the Feasibility Period, Purchaser and Seller shall endeavor to negotiate a mutually acceptable "Development Agreement" that will govern the overall partnership between Purchaser and Seller in the development of the Property. The Development Agreement will define items such as (but not limited to): - Roles and Responsibilities of Purchaser and Seller in the development of the Community Space. - Design guidelines and restrictions, if any, for both the Community Space and the buildings to be constructed on the Property.

	- Use restrictions, if any, for both the Community Space and the buildings to be constructed on the Property. - Cost sharing between Purchaser and Seller of the improvements, infrastructure and paving necessary to support the operations of the Community Space. - Incentives, abatements, funds for the benefit of the overall development of the Property.
PURCHASE OPTION:	Purchaser shall have the exclusive right to purchase the Future Development Site at a future date that is mutually acceptable to both Seller and Purchaser. The Purchase Price for the Future Development Site is defined in the "Purchase Price" section above. Purchaser agrees to pay an "Option Fee" totaling \$70,000 following the expiration of the Feasibility Period. The "Option Fee" will be non-refundable but applicable to the Purchase Price of the Future Development Site. The Purchase Option shall be in effect for eighteen (18) months, starting on the date when the first certificate of occupancy is granted by the City for a building on the property. The Option Period will expire upon the earlier date of eighteen (18) months after the first certificate of occupancy is granted by the City for a building on the Property or thirty (30) months after the Closing Date outlined in a Contract. Purchaser may pay a non-refundable \$50,000 fee to extend the Option Period for up to ninety (90) days. This Option Extension Fee will be applicable to the purchase price of the Future Development Site.
CLOSING:	Closing of the Phase One Development Site will occur sixty (60) days following the expiration of the Feasibility Period.
PRORATIONS:	Taxes shall be prorated between the Seller and Purchaser as of the Closing Date.
CLOSING COSTS:	Seller and Purchaser shall each be responsible for their own legal fees. Purchaser shall pay for any necessary third-party reports it deems necessary as part of its due diligence process. Purchaser to pay for the Title Policy premium, Recording Fees, and Escrow Fees. All other closing costs shall be allocated as is customary for a real estate transaction in the College Station MSA.
TITLE COMPANY:	Southland Title, LLC, 3800 Cross Park Dr., Bryan, TX 77802
ENCUMBRANCES:	Purchaser shall acquire the Property free and clear of any debts, liens or assessments. Any costs associated with prepaying existing debt, removing liens or maintaining bonds shall be paid by Seller.
COMMISSIONS:	Seller will pay all brokerage commissions associated with the sale of the Property to its representative, Oldham Goodwin, who has

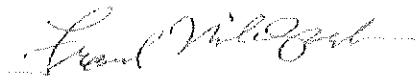
	agreed to share equally in the commission with Purchaser's Broker, Falcon Realty Advisors.
NON-BINDING NATURE:	It is expressly agreed by Purchaser and Seller that this Letter of Intent is non-binding on Purchaser and Seller, and Purchaser and Seller will have no obligation to purchase or sell the Property prior to the mutual execution and delivery of a Contract. Seller acknowledges and agrees that the terms and conditions of this Letter of Intent remain subject to (i) review and approval by Purchaser's required authorization procedures and (ii) further inspection of the Property by representatives of Purchaser.
EXCLUSIVITY:	By signing this Letter of Intent below, Seller agrees to act in good faith to negotiate with Purchaser a mutually acceptable Contract and will not initiate, solicit, continue or respond to any offers or negotiations for the sale of the Property to any person or entity other than Purchaser during the period from the execution date hereof until the execution and delivery of a mutually acceptable Contract by both parties hereto.
CONFIDENTIALITY:	Purchaser and Seller agree not to release any information regarding this transaction to the press, the real estate brokerage community or any party that is not relevant to the closing of this transaction until a mutually agreed upon date.

Corinth Group is interested in pursuing discussions regarding a potential transaction on the above general terms. Please sign and return a copy of this LOI to confirm your interest in pursuing discussions regarding the potential sale of this Property on these general terms.

Please do not hesitate to contact us if you need to clarify any of the above or any other matters.

Sincerely,

Corinth Properties



Frank Mihalopoulos,
Owner & Principal
(214)-783-1822
frank@corinthproperties.com



Arthur Brousseau,
Vice President, Acquisitions & Development
(214)-707-9025
arthur@corinthproperties.com

Exhibit A

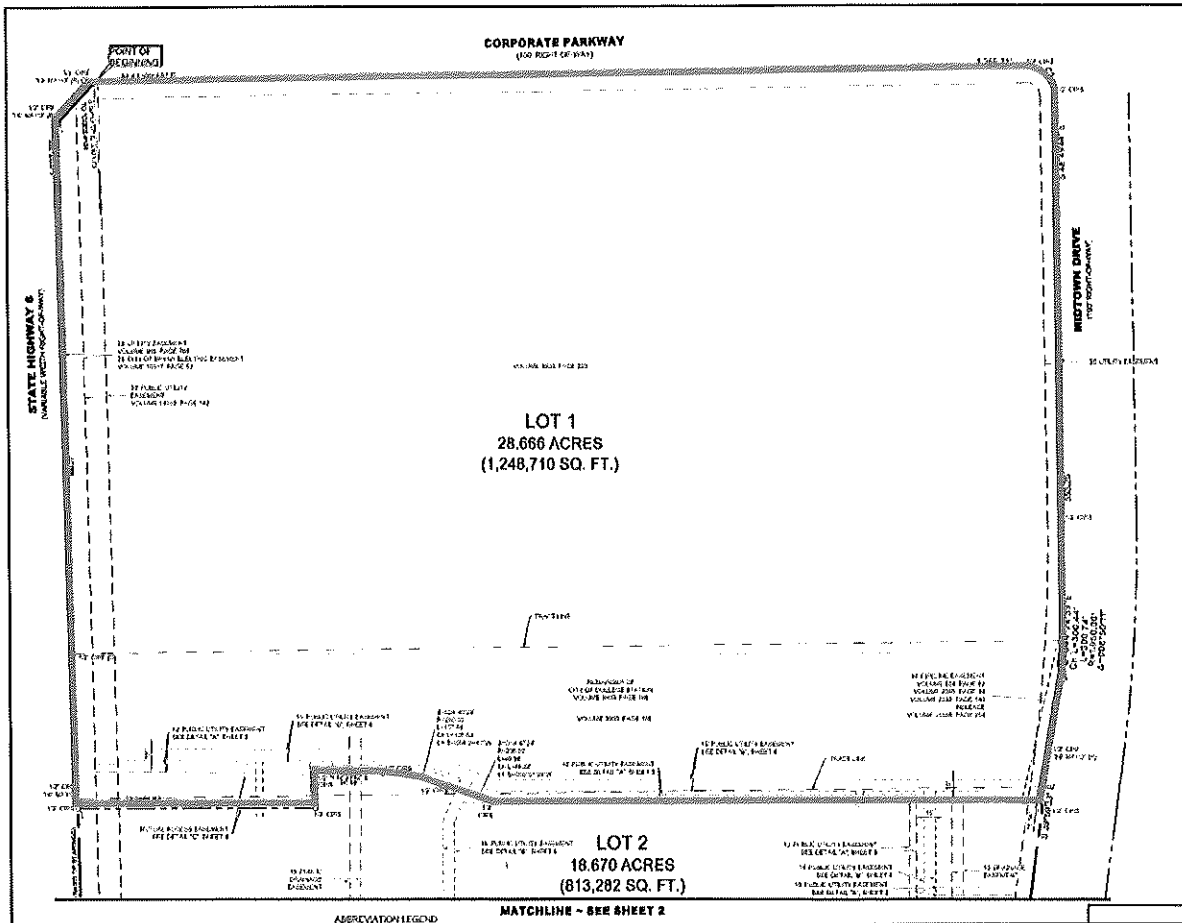
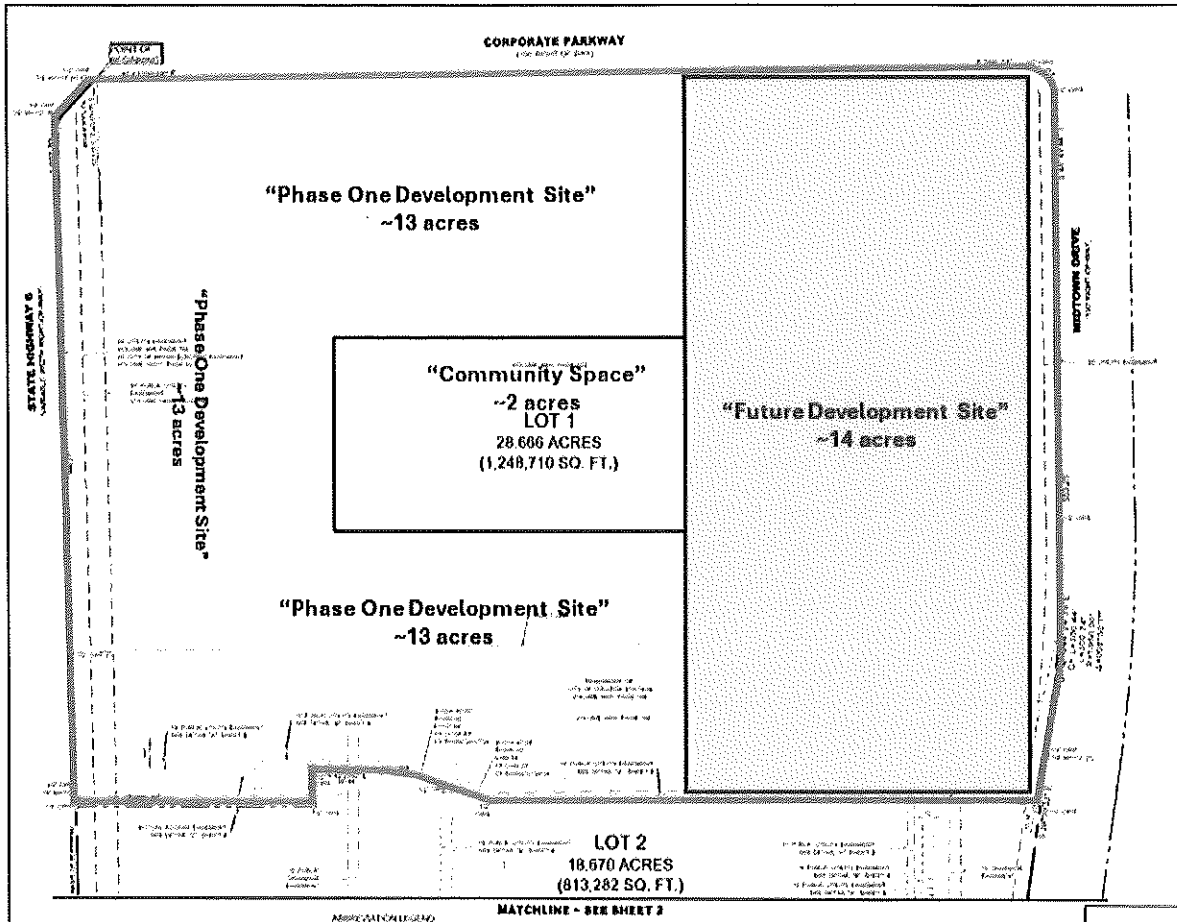


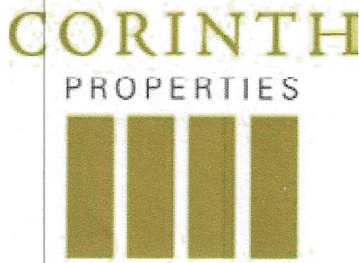
Exhibit B





DEVELOPMENT SYNOPSIS

LOT	LAND AREA		BLDG. LEASEABLE AREA	PARKING PROVIDED	PARKING RATIO	DENSITY %
MULTI-FAMILY	438,542 S.F.	10.07 AC.				
MUTUAL ACCESS EASEMENT	14,563 S.F.	0.33 AC.				
LOT 1	60,203 S.F.	1.38 AC.	6,937 S.F.	65 CARS	9.37 / 1000	11.52%
LOT 2	86,156 S.F.	1.98 AC.	9,696 S.F.	98 CARS	10.11 / 1000	11.25%
LOT 3	47,412 S.F.	1.09 AC.	2,400 S.F.	46 CARS	19.17 / 1000	5.06%
LOT 4	77,970 S.F.	1.79 AC.	6,000 S.F.	122 CARS	20.33 / 1000	7.70%
LOT 5	175,374 S.F.	4.03 AC.	50,000 S.F.	202 CARS	4.04 / 1000	28.51%
LOT 6	169,852 S.F.	3.90 AC.	22,600 S.F.	113 CARS	5.00 / 1000	13.31%
LOT 7	181,250 S.F.	4.16 AC.	45,000 S.F.	193 CARS	4.29 / 1000	24.83%
TOTAL	1,251,322 S.F.	28.73 AC.	142,633 S.F.	839 CARS	5.88 / 1000	11.40%



COLLEGE PARK
COLLEGE STATION, TX

SK-09

SITE PLAN

0 50 100

Do not use for regulatory approval, permit or construction.

PROJECT: 2501300 DATE: 08/26/2025

6802 Mapleridge St., Suite 200 | Bellaire, Texas 77401 | 713.785.3644

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bdg

architecture + planning

boucher design group

September 11, 2025
Item No. 8.1.
Water Services Department Annual Update

Sponsor: Gary Mechler, Director of Water, Stephen Maldonado, Assistant Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action related to a Water Services Department annual update.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): No action is required, as this item is presented for informational purposes.

Summary: The Water Services Department will present its annual update, providing an overview of historical and current operations, along with key priorities and planned actions. The presentation will also highlight major initiatives in public outreach and water conservation.

Budget & Financial Summary: N/A

Attachments:

None

September 11, 2025
Item No. 8.2.
Electric Department annual update

Sponsor: Glenn Gavit

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action related to an Electric Department annual update.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends Council receive this presentation.

Summary: Briefing on the status of various projects and programs within the Electric Utility.

Budget & Financial Summary:

Attachments:

None

September 11, 2025
Item No. 8.3.
City's New External Website (cstx.gov)

Sponsor: Colin Killian, Communications and Marketing

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the City's new external website (cstx.gov), which was scheduled to launch on Tuesday, Sept. 9.

Relationship to Strategic Goals:

Good Governance; Core Services & Infrastructure

Recommendation(s): The presentation is informational.

Summary: In the FY 25 budget, the Council approved a \$25,000 SLA for the implementation of an improved City website that included enhanced search capabilities. GHD Digital earned the bid to implement its flagship platform, GovStack. The overall goal was to create a more modern, mobile-friendly, and resident-friendly website. As part of the process, the vendor invited residents and City staff to test the draft navigation as part of an extensive navigation menu study, which influenced how the new website is structured. Public Communications also worked with the vendor to implement many of the features and requests outlined in the 2025 citizen satisfaction survey.

Budget & Financial Summary: The implementation cost was \$63,500 from the existing Public Communications budget. The recurring annual maintenance cost of \$18,950 in the first year and \$19,400 in the second year is from the Technology Fund.

Attachments:

None

September 11, 2025

Item No. 9.1.

Public Hearing, presentation, discussion, and possible action on Budget Amendment #3 amending Ordinance No. 2024-4539 which will amend the budget for the 2024-2025 Fiscal Year in the amount of \$774,978.

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on Budget Amendment 3 amending Ordinance No. 2024-4539 which will amend the budget for the 2024-2025 Fiscal Year in the amount of \$774,978.

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 Budget Amendment #3.

Summary: The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover expenditures and after holding a public hearing on such budget amendment.

The proposed budget amendment is to increase the FY25 budget appropriations by \$744,978 primarily for the recognition of Police department grants received and additional IT replacements expenditures due to aging and availability of IT and computer equipment.

Approval is also requested for working capital uses of the Property Casualty and Fleet Maintenance Internal Service Fund related to damageo vehicles from the March 2025 hailstorm and additional repairs to the City's fleet of vehicles. Internal Service Fund working capital uses do not increase the budget.

This amendment also includes an interfund transfer from Hotel Tax Fund to General Fund for the USA Track & Field event for eligible expenditures. Interfund transfers also do not affect the net budget amount.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment. If approved, the net revised 2024-2025 budget appropriations will be \$559,290,088.

Attachments:

1. FY25 Budget Amendment #3 Ordinance
2. FY25 BA #3

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2024-4539 AS BUDGET AMENDMENT NUMBER 3 AMENDING THE BUDGET FOR THE 2024-2025 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on August 22, 2024, the City Council of the City of College Station, Texas, adopted Ordinance No. 2024-4539 approving its Budget for the 2024-2025 Fiscal Year; and

WHEREAS, on January 23, 2025, the City Council of the City of College Station, Texas, adopted Ordinance 2025-4570 amending its Budget for the 2024-2025 Fiscal Year via Budget Amendment Number 1; and

WHEREAS, on May 8, 2025, the City Council of the City of College Station, Texas, adopted Ordinance 2025-4590 amending its Budget for the 2024-2025 Fiscal Year via Budget Amendment Number 2; and

WHEREAS, this Budget Amendment Number 3 was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** That Ordinance No. 2024-4539 is hereby amended by amending the 2024-2025 Budget adopted by a net amount of \$744,978 as further detailed in **Exhibit A**.
- PART 2:** That this Budget Amendment Number 3 shall be attached to and made a part of the 2024-2025 Budget.
- PART 3:** That except as amended hereby, Ordinance No, 2024-4539 shall remain in effect in accordance with its terms.
- PART 4:** That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2025

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A – FY25 BUDGET AMENDMENT #3 DETAIL LISTING

BUDGET AMENDMENT ITEMS:

1. **Law Enforcement Officer Standards and Education (LEOSE) Funds - \$21,072 General Fund (Budget Amendment).** This item provides additional budget to meet State of Texas compliance requirements. The City of College Station received LEOSE funds and must show a corresponding budget for use of those funds.
2. **Police Department Grants - \$151,281 General Fund (Budget Amendment).** Police received \$151,281 in grants from various donors including the JAG grant, VOCA grant, Victim Service Grant, and an X-ray machine grant.
3. **Police Training Reimbursement - \$20,625 General Fund (Budget Amendment).** Police received \$20,625 in reimbursements from Brazos Valley Council of Governments for Basic Peace Officer Course Training.
4. **IT Replacements - \$552,000 (Budget Amendment).** Transfer between IT Replacement Fund and General Fund to reconcile additional IT replacements due to age and timing. Appropriate funding was allocated to and is available in the IT Replacement Fund to cover the current year's expenses.

INTERNAL SERVICE FUNDS/INTERFUND TRANSFER:

5. **Property Casualty Hail Damage Claims - \$200,000 Property Casualty Fund (Internal Service).** An intense hailstorm hit College Station on Saturday March 15th, 2025. This severe weather event brought un-forecasted golf ball sized hail and strong winds, causing significant damage to City vehicles. This amendment will cover the costs paid to repair vehicles. The fund has available working capital to cover this amendment.
6. **Fleet Maintenance Vehicle Parts- \$150,000 Fleet Maintenance Fund (Internal Service).** Parts costs are increasing due to ongoing inflation, supply chain issues, increased size of the fleet and vehicle complexity. City has paid multiple costs for repairing Fire department trucks and other big-ticket vehicles in our fleet. This amendment will cover scheduled maintenance and other repairs as needed through fiscal year-end. The fund has available working capital to cover this amendment.
7. **USA Track and Field transfer from HOT to GF - \$135,742 (Interfund Transfer).** USA Track and Field expenses were charged to the General Fund to recognize the revenues received from direct event sales and the Event Trust Fund Disbursement Request from the Governor's office. This is to ensure that there was zero impact on the general fund from this HOT eligible event. Funds will be transferred from Hotel Occupancy Tax Fund to the General Fund.

BUDGET AMENDMENT ITEMS:

- 1. Law Enforcement Officer Standards and Education (LEOSE) Funds - \$21,072 General Fund (Budget Amendment)**
This item provides additional budget to meet State of Texas compliance requirements. The City of College Station received LEOSE funds and must show a corresponding budget for use of those funds.
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Transfer between IT Replacement Fund and General Fund to reconcile additional IT replacements due to age and timing. Appropriate funding was allocated to and is available in the IT Replacement Fund to cover the current year's expenses.

INTERNAL SERVICE FUNDS:

- 5. Property Casualty Hail Damage Claims - \$200,000 Property Casualty Fund(Internal Service)**
An intense hailstorm hit College Station on Saturday March 15th, 2025. This severe weather event brought un-forecasted golf ball sized hail and strong winds, causing significant damage to City vehicles. This amendment will cover the costs paid to repair vehicles. The fund has available working capital to cover this amendment.
- 6. Fleet Maintenance Vehicle Parts- \$150,000 Fleet Maintenance Fund (Internal Service)**
Parts costs are increasing due to ongoing inflation, supply chain issues, increased size of the fleet and vehicle complexity. City has paid multiple costs for repairing Fire department trucks and other big-ticket vehicles in our fleet. This amendment will cover scheduled maintenance and other repairs as needed through fiscal year-end. The fund has available working capital to cover this amendment.

INTERFUND TRANSFER:

- 7. USA Track and Field transfer from HOT to GF - \$135,742 (Interfund Transfer)**
USA Track and Field expenses were charged to the General Fund to recognize the revenues received from direct event sales and the Event Trust Fund Disbursement Request from the Governor's office. This is to ensure that there was zero impact on the general fund from this HOT eligible event. Funds will be transferred from Hotel Occupancy Tax Fund to the General Fund.

September 11, 2025

Item No. 9.2.

UDO Definition of Family - UDO Amendments for Senate Bill 1567 Compliance

Sponsor: Heather Wade, Principal Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 11 "Definitions", Section 11.2 "Defined Terms" of the Code of Ordinances of the City of College Station, Texas, by amending certain sections regarding the definition of family.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity
- Sustainable City

Recommendation(s): Staff recommends approval of the amendment to the Unified Development Ordinance to comply with Senate Bill 1567, which prohibits the regulation of occupancy based on familial or relationship status.

Summary: Senate Bill 1567 (SB 1567), which takes effect September 1, 2025, prohibits Texas cities from regulating how many people may live in a home based on their relation to one another. To comply with new state law, the City is in the process of amending zoning regulations that previously limited occupancy of a dwelling unit based on familial or relationship status, and removing all ROO Restricted Occupancy Overlay and HOO High Occupancy Overlay zoning districts. This item is part of the first phase of the process, amending the UDO definition of "family".

Budget & Financial Summary:

Attachments:

1. Ordinance_Family
2. Family Defintion Red Lines

ORDINANCE NO. 2025-_____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 11 “DEFINITIONS”, SECTION 11.2 “DEFINED TERMS” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE DEFINITION OF FAMILY; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** That Appendix A, “Unified Development Ordinance,” Article 11 “Definitions”, Section 11.2 “Defined Terms” 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 Appendix A, “Unified Development Ordinance,” Article 11 “Definitions”, Section 11.2 “Defined Terms” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending the definition of “family” to read as follows:

Sec. 11.2. - Defined Terms.

“Family: A family is any number of persons occupying a single dwelling unit. The term family shall not be construed to mean a club, a lodge, or a fraternity or sorority house.”

Sec. 11.2. Defined Terms.

...

“Family: A family is any number of persons occupying a single dwelling unit, ~~provided that no such family shall contain more than four (4) persons unless all members are related by blood, adoption, guardianship, or marriage, are an authorized caretaker, or are part of a group home for disabled persons. When counting the number of unrelated persons in a single dwelling unit, a maximum of one (1) group of persons related by blood, adoption, guardianship, marriage, an authorized caretaker, or members of a group home for disabled persons shall be permitted, provided that all other persons shall each count as one (1) unrelated person. Guardianship shall include foster children, exchange students, or those in the process of securing legal custody of a person under the age of eighteen (18). Any asserted common law marriage must be subject to an affidavit of record under the Texas Family Code, as amended, or a judicial determination.~~ The term family shall not be construed to mean a club, a lodge, or a fraternity or sorority house. “

....

September 11, 2025
Item No. 9.3.
UDO Amendments for Senate Bill 1567 Compliance

Sponsor: Heather Wade, Principal Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 1 “General Provisions”, Section 1.10 “Transitional Provisions,” Article 3 “Development Review Procedures”, Section 3.4 “Official Zoning Map Amendments (Rezoning),” Article 4 “Zoning Districts”, Section 4.1 “Establishment of Districts,” Article 5 “District Purpose Statements and Supplemental Standards”, Section 5.10 “Overlay Districts” and Section 5.11 “Single-Family Overlay Districts,” and Article 6 “Use Regulations”, Section 6.3 “Types of Use” of the Code of Ordinances of the City of College Station, Texas, by amending certain sections regarding the ROO Restricted Occupancy Overlay zoning district and HOO High Occupancy Overlay zoning district.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity
- Sustainable City

Recommendation(s): Staff recommends approval of the amendments to the Unified Development Ordinance to comply with Senate Bill 1567, which prohibits the regulation of occupancy based on familial or relationship status.

Summary: Senate Bill 1567 (SB 1567), which takes effect September 1, 2025, prohibits Texas cities from regulating how many people may live in a home based on their relation to one another. To comply with new state law, the City is in the process of amending zoning regulations that previously limited occupancy of a dwelling unit based on familial or relationship status and removing all ROO Restricted Occupancy Overlay (ROO) and HOO High Occupancy Overlay (HOO) zoning districts. This proposed amendment is part of the first phase of the process, which only amends the UDO in sections related to ROO and HOO overlays. The second phase of the process is anticipated to move forward in September and will be to repeal the overlays from properties and rezone those properties with only their base zoning districts.

Budget & Financial Summary:

Attachments:

1. Ordinance_ROO_HOO
2. Draft Ordinance
3. Sec.1.10 Transitional Provisions Red Lines
4. Sec. 3.4 Official Zoning Map Amendments Rezoning Red Lines
5. Sec.4.1 Establishment of Districts Red Lines
6. Sec. 5.10 Overlay Districts Red Lines
7. Sec. 5.11 Single Family Overlay Districts Red Lines
8. Sec. 6.3 Types of Use Red Lines

ORDINANCE NO. 2025-_____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 1, “GENERAL PROVISIONS,” SECTION 1.10, “TRANSITIONAL PROVISIONS,” ARTICLE 3 “DEVELOPMENT REVIEW PROCEDURES”, SECTION 3.4 “OFFICIAL ZONING MAP AMENDMENTS (REZONINGS),” ARTICLE 4 “ZONING DISTRICTS”, SECTION 4.1 “ESTABLISHMENT OF DISTRICTS,” ARTICLE 5 “DISTRICT PURPOSE STATEMENTS AND SUPPLEMENTAL STANDARDS”, SECTION 5.10 “OVERLAY DISTRICTS” AND SECTION 5.11 “SINGLE-FAMILY OVERLAY DISTRICTS,” AND ARTICLE 6 “USE REGULATIONS”, SECTION 6.3 “TYPES OF USE” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO THE ROO RESTRICTED OCCUPANCY OVERLAY ZONING DISTRICT AND THE HOO HIGH OCCUPANCY OVERLAY ZONING DISTRICT; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** That Appendix A, “Unified Development Ordinance,” Article 1 “General Provisions”, Section 1.10 “Transitional Provisions,” Article 3 “Development Review Procedures”, Section 3.4 “Official Zoning Map Amendments (Rezoning),” Article 4 “Zoning Districts”, Section 4.1 “Establishment of Districts,” Article 5 “District Purpose Statements and Supplemental Standards”, Section 5.10 “Overlay Districts” and Section 5.11 “Single-Family Overlay Districts,” Article 6 “Use Regulations”, Section 6.3 “Types of Use,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B”, Exhibit “C” , Exhibit “D” , and Exhibit “E”**, attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day

such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A, “Unified Development Ordinance,” Article 1 “General Provisions”, Section 1.10 B.5. “New Districts” and 1.10 B.7. “Deleted Districts” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 1.10. Transitional Provisions.**“B.5. New Districts.**

The following districts are hereby created and added to those in effect at the time of the adoption of this UDO.

New District	Name	Effective Date
RDD	Redevelopment District	June 13, 2003
P-MUD	Planned Mixed-Use Development	June 13, 2003
NCO	Neighborhood Conservation Overlay	December 13, 2007
HP	Historic Preservation Overlay	September 11, 2008
NAP	Natural Areas Protected	October 7, 2012
SC	Suburban Commercial	October 7, 2012
BP	Business Park	October 7, 2012
BPI	Business Park Industrial	October 7, 2012
RS	Restricted Suburban	September 22, 2013
MF	Multi-Family	December 28, 2014
MU	Mixed-Use	December 28, 2014
WE	Wellborn Estate	August 7, 2016
WRS	Wellborn Restricted Suburban	August 7, 2016
WC	Wellborn Commercial	August 7, 2016
MH	Middle Housing	November 6, 2022

“B7. Deleted Districts.

The following districts not existing on the Official Zoning Map are hereby deleted:

Deleted District	Name	Effective Date
C-PUD	Commercial Planned Unit Development	June 13, 2003
C-NG	Commercial Northgate	June 13, 2003
KO	Krenek Tap Overlay	April 22, 2018

ROO	Restricted Occupancy Overlay	September 11, 2025
HOO	High Occupancy Overlay	September 11, 2025

Exhibit B

That Appendix A, “Unified Development Ordinance,” Article 3 “Development Review Procedures”, Section 3.4C. “Application” and Section 3.4D.2. “Required Meetings” of the Code of Ordinances of the City of College Station, Texas, is hereby amended and shall read as follows:

“C. Application.

A complete application for an Official Zoning Map amendment shall be submitted to the Administrator as set forth in the General Approval Procedures Section above and herein. As applicable, applicants shall submit the information, documents, and materials set forth in the Traffic Impact Analyses Section of Article 7, General Development Standards of this UDO.

1. Application requests for a P-MUD Planned Mixed-Use District or PDD Planned Development District shall provide the following additional information:
 - a. A written statement of the purpose and intent of the proposed development;
 - b. A list and explanation of the potential land uses permitted; and
 - c. A concept plan as described in the Concept Plans (P-MUD and PDD Districts) Section below.
2. Application requests for an NCO Neighborhood Conservation Overlay shall provide the following additional information in accordance with the Neighborhood Conservation Overlay Process Handbook.
 - a. A copy of the original plat of the subdivision, or multiple contiguous phases of original subdivisions that apply jointly;
 - b. A petition including dated signatures by property owners of at least fifty (50) percent plus one (1) of the total number of single-family zoned or developed building plots contained within the original subdivision, or multiple contiguous phases of original subdivisions that apply jointly in one application, in support of the overlay district. The fifty (50) percent plus one (1) petition signatures must be met for each of the original subdivisions that apply jointly;
 - c. Contact information for property owners of platted single-family development in the original subdivision to serve on the Neighborhood Conservation Overlay petition committee;
 - d. Certificate of mailing neighborhood meeting notice for all property owners of single-family zoned or developed building plots contained within the original subdivision;
 - e. Completed neighborhood meeting sign-in sheets; and
 - f. Neighborhood meeting minutes signed by a petition committee member.
3. Application request for an HP Historic Preservation Overlay shall provide the following additional information:
 - a. An inventory and survey of structures to be included in the rezoning, submitted on a form provided by the Historic Preservation Officer;

- b. A current photograph of each property included in the rezoning, and its improvements;
- c. Historical photographs, where available; and
- d. A completed designation report. Upon initiation of the historic designation procedure, the Historic Preservation Officer shall coordinate research to compile a written report regarding the historical, cultural, and architectural significance of the place or area proposed for historic designation at the request of the applicant, but the rezoning application will not be considered complete until the report has been completed. A designation report shall include a statement on each of the following to the extent that they apply:
 - 1) A listing of the architectural, archaeological, paleontological, cultural, economic, social, ethnic, political, or historical characteristics upon which the nomination is based;
 - 2) A description of the historical, cultural, and architectural significance of the structures and sites;
 - 3) Identification of historic contributing and non-contributing resources to the proposed district; and
 - 4) A description of the boundaries of the proposed HP Historic Preservation Overlay, including subareas and areas where new construction will be prohibited.”

“D. Approval Process.

2. Required Meetings.

a. Neighborhood Meeting.

Prior to the submission of an application for an Official Zoning Map amendment for an NCO Neighborhood Conservation Overlay, all potential applicants shall request to set up a neighborhood meeting with City staff.”

Exhibit C

That Appendix A, “Unified Development Ordinance,” Article 4 “Zoning Districts”, Section 4.1 “Establishment of Districts,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“Sec. 4.1. Establishment of Districts.

For the purpose of this UDO, portions of the city, as specified on the Official Zoning Map, are hereby divided into the zoning districts enumerated below. The intensity regulations applicable for such districts are designated in the respective Sections of Article 5, District Purpose Statements and Supplemental Standards, and the use regulations are designated in Article 6, Use Regulations of this UDO.

Table of Districts	
Residential Zoning Districts	
R	Rural
WE	Wellborn Estate
E	Estate
WRS	Wellborn Restricted Suburban
RS	Restricted Suburban
GS	General Suburban
D	Duplex
T	Townhouse
MH	Middle Housing
MF	Multi-Family
MU	Mixed-Use
MHP	Manufactured Home Park
Non-Residential Zoning Districts	
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
CU	College and University
NAP	Natural Areas Protected
Retired Districts	
R-1B	Single-Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
R&D	Research & Development
M-1	Light Industrial
M-2	Heavy Industrial
NPO	Neighborhood Prevailing Overlay
Planned Districts	
P-MUD	Planned Mixed-Use District
PDD	Planned Development District
Design Districts	

WPC	Wolf Pen Creek
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate
Overlay Districts	
OV	Corridor Overlay
RDD	Redevelopment District
HP	Historic Preservation Overlay
Single-Family Overlay Districts	
NCO	Neighborhood Conservation Overlay

Exhibit D

That Appendix A, “Unified Development Ordinance,” Article 5 “District Purpose Statements and Supplemental Standards”, Section 5.10. “Overlay Districts” and Section 5.11” Single-Family Overlay Districts” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by removing Section 5.10D. “HOO High Occupancy Overlay” and Section 5.11D. “ROO Restricted Occupancy Overlay” in their entirety.

Exhibit E

That Appendix A, “Unified Development Ordinance,” Article 6 “Use Regulations”, Section 6.3C. “Use Table” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“C. Use Table.

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

1. **Permitted Uses.**

A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. **Permitted Uses Subject to Specific Standards.**

A "P*" indicates a use that will be permitted, provided that the use meets the provisions in the Specific Use Standards Section below. Such uses are also subject to all other applicable regulations of this UDO.

3. **Conditional Uses.**

A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in the Specific Use Standards Section below. Conditional uses are subject to all other applicable regulations of this UDO.

Specific Uses	USE TABLE																							
	R	WE	E	WRS	RS	GS	T **	D **	MH	MF **	MU **	MHP **	P-MUD **	O	SC **	WC	GC	CI	BP **	BPI	CU	NAP	R-1B	R-4 **
Assisted Living/Residential Care Facility														P	P		P							
Boarding and Rooming House									P				P										P	P
Courtyard House									P *															
Dormitory									P	P			P										P	P
Duplex							P	P					P										P	P
Extended Care Facility/Convalescent/Nursing Home									P				P		P	P	P	P					P	P

Fraternity/Sorority										P											P	P							P	P	P
Manufactured Home	P*		P*									P*																			
Mixed-Use Structure										P	P		P															P	P	P	P
Multi-Family										P	P		P									P	P					C(a)	P	P	P
Multi-Family built prior to January 2002										P	P											P	P					P	P	P	P
Multiple x, Medium									P	P																					
Multiple x, Small									P	P																					
Shared Housing										P																			P	P	P
Single-Family Detached	P	P	P	P	P	P	P	P	P				P									P									
Single-Unit Dwelling										P																					
Split-Lot Duplex								P	P																						
Townhouse						P		P		P			P									P	P								P
Two-Unit Dwelling										P																					
Live-Work Unit									P*				P*	P*																	
Educational Facility, College and University																		P													
Educational Facility, Indoor Instruction									P	P	P		P	P	P	P	P	P						P				P	P	P	P

Educational Facility, Outdoor Instruction	P	C	C											P			P	P	P	P												
Educational Facility, Primary and Secondary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Educational Facility, Tutoring									P	P	P		P	P	P	P	P										P	P	P	P	P	P
Educational Facility, Vocational/Trade													P	P			P	P	P	P				P	P							
Governmental Facilities	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P	P*	P*	P	P	P	P	P	P*	P*	P	P	P	P	P	P	P*	P*
Health Care, Hospitals																P	P															
Health Care, Medical Clinics										P	P			P	P	P	P	P						P					P	P		
Parks	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Places of Worship	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P	P*	P	P	P	P	P	P	P*	P*	P*	P	P	P	P	P	P	P
Agricultural Use, Barn or Stable for Private Stock	P	P	P																													
Agricultural Use, Farm or Pasture	P	P	P																													
Agricultural Use, Farm Product Processing	P																															
Animal Care										P	P		P	P	P	P	P							P				P	P	P		

Facility, Indoor																															
Animal Care Facility, Outdoor	P *														P																
Art Studio/G allery								P (c)	P	P		P	P	P	P								P				P	P	P	P	
Car Wash														P *																	
Commer- cial Garden, Greenho use, or Landsca pe Mainten- ance	P *													P *	P *	P *							P *								
Commer- cial Amusem- ent									P	P		P		C	C	P *	P *							C			P	P	P		
Confere- nce/Con- ventio n Center									P	P		P			P	P											P	P	P		
Country Club	P	P	P	P	P	P						P				P	P					P									
Day Care, Commer- cial								P (c)	P	P	C	P	P	P	P	P								C	C	P			P	P	P
Drive- In/Thru														P *		P												C		P *	
Dry Cleaners and Laundry									P	P		P *	P *	P	P *	P	P								P *			P *	P *	P *	P *
Fraternal Lodge												P				P	P											P	P	P	
Fuel Sales												P *				P *									P *		P				
Funeral Home															P	P	P										P				
Golf Course or Driving Range	P *											P *				P *	P *														
Health Club/Sp- orts Facility, Indoor									P	P		P		P	P	P	P							P			P	P	P	P	
Health Club/Sp									P	P *		P				P	P											P	P *	P	

[illegible]

[illegible]

ORDINANCE NO. 2025-xxxx

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 1, “GENERAL PROVISIONS,” SECTION 1.10, “TRANSITIONAL PROVISIONS,” ARTICLE 3 “DEVELOPMENT REVIEW PROCEDURES”, SECTION 3.4 “OFFICIAL ZONING MAP AMENDMENTS (REZONINGS),” ARTICLE 4 “ZONING DISTRICTS”, SECTION 4.1 “ESTABLISHMENT OF DISTRICTS,” ARTICLE 5 “DISTRICT PURPOSE STATEMENTS AND SUPPLEMENTAL STANDARDS”, SECTION 5.10 “OVERLAY DISTRICTS” AND SECTION 5.11 “SINGLE-FAMILY OVERLAY DISTRICTS,” AND ARTICLE 6 “USE REGULATIONS”, SECTION 6.3 “TYPES OF USE” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO THE ROO RESTRICTED OCCUPANCY OVERLAY ZONING DISTRICT AND THE HOO HIGH OCCUPANCY OVERLAY ZONING DISTRICT;; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Appendix A, “Unified Development Ordinance,” Article 1 “General Provisions”, Section 1.10 “Transitional Provisions,” Article 3 “Development Review Procedures”, Section 3.4 “Official Zoning Map Amendments (Rezoning),” Article 4 “Zoning Districts”, Section 4.1 “Establishment of Districts,” Article 5 “District Purpose Statements and Supplemental Standards”, Section 5.10 “Overlay Districts” and Section 5.11 “Single-Family Overlay Districts,” Article 6 “Use Regulations”, Section 6.3 “Types of Use,” and Article 11 “Definitions”, Section 11.2 “Defined Terms” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B”, Exhibit “C”, Exhibit “D”, and Exhibit “E”**, attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day

such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A, “Unified Development Ordinance,” Article 1 “General Provisions”, Section 1.10 B.5. “New Districts” and 1.10 B.7. “Deleted Districts” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 1.10. Transitional Provisions.

....

“5. New Districts.

The following districts are hereby created and added to those in effect at the time of the adoption of this UDO.

New District	Name	Effective Date
RDD	Redevelopment District	June 13, 2003
P-MUD	Planned Mixed-Use Development	June 13, 2003
NCO	Neighborhood Conservation Overlay	December 13, 2007
HP	Historic Preservation Overlay	September 11, 2008
NAP	Natural Areas Protected	October 7, 2012
SC	Suburban Commercial	October 7, 2012
BP	Business Park	October 7, 2012
BPI	Business Park Industrial	October 7, 2012
RS	Restricted Suburban	September 22, 2013
MF	Multi-Family	December 28, 2014
MU	Mixed-Use	December 28, 2014
WE	Wellborn Estate	August 7, 2016
WRS	Wellborn Restricted Suburban	August 7, 2016
WC	Wellborn Commercial	August 7, 2016
MH	Middle Housing	November 6, 2022

7. Deleted Districts.

The following districts not existing on the Official Zoning Map are hereby deleted:

Deleted District	Name	Effective Date
C-PUD	Commercial Planned Unit Development	June 13, 2003
C-NG	Commercial Northgate	June 13, 2003

KO	Krenek Tap Overlay	April 22, 2018
ROO	Restricted Occupancy Overlay	September 11, 2025
HOO	High Occupancy Overlay	September 11, 2025

“

....

Exhibit B

That Appendix A, “Unified Development Ordinance,” Article 3 “Development Review Procedures”, Section 3.4C. “Application” and ”, Section 3.4D. “Approval Process” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

....

“C. Application.

A complete application for an Official Zoning Map amendment shall be submitted to the Administrator as set forth in the General Approval Procedures Section above and herein. As applicable, applicants shall submit the information, documents, and materials set forth in the Traffic Impact Analyses Section of Article 7, General Development Standards of this UDO.

1. Application requests for a P-MUD Planned Mixed-Use District or PDD Planned Development District shall provide the following additional information:
 - a. A written statement of the purpose and intent of the proposed development;
 - b. A list and explanation of the potential land uses permitted; and
 - c. A concept plan as described in the Concept Plans (P-MUD and PDD Districts) Section below.
2. Application requests for an NCO Neighborhood Conservation Overlay shall provide the following additional information in accordance with the Neighborhood Conservation Overlay Process Handbook.
 - a. A copy of the original plat of the subdivision, or multiple contiguous phases of original subdivisions that apply jointly;
 - b. A petition including dated signatures by property owners of at least fifty (50) percent plus one (1) of the total number of single-family zoned or developed building plots contained within the original subdivision, or multiple contiguous phases of original subdivisions that apply jointly in one application, in support of the overlay district. The fifty (50) percent plus one (1) petition signatures must be met for each of the original subdivisions that apply jointly;
 - c. Contact information for property owners of platted single-family development in the original subdivision to serve on the Neighborhood Conservation Overlay petition committee;
 - d. Certificate of mailing neighborhood meeting notice for all property owners of single-family zoned or developed building plots contained within the original subdivision;
 - e. Completed neighborhood meeting sign-in sheets; and
 - f. Neighborhood meeting minutes signed by a petition committee member.
3. Application request for an HP Historic Preservation Overlay shall provide the following additional information:
 - a. An inventory and survey of structures to be included in the rezoning, submitted on a form provided by the Historic Preservation Officer;

- b. A current photograph of each property included in the rezoning, and its improvements;
- c. Historical photographs, where available; and
- d. A completed designation report. Upon initiation of the historic designation procedure, the Historic Preservation Officer shall coordinate research to compile a written report regarding the historical, cultural, and architectural significance of the place or area proposed for historic designation at the request of the applicant, but the rezoning application will not be considered complete until the report has been completed. A designation report shall include a statement on each of the following to the extent that they apply:
 - 1) A listing of the architectural, archaeological, paleontological, cultural, economic, social, ethnic, political, or historical characteristics upon which the nomination is based;
 - 2) A description of the historical, cultural, and architectural significance of the structures and sites;
 - 3) Identification of historic contributing and non-contributing resources to the proposed district; and
 - 4) A description of the boundaries of the proposed HP Historic Preservation Overlay, including subareas and areas where new construction will be prohibited.

D. Approval Process.

1. Pre-Application Conference.

Prior to the submission of an application for an Official Zoning Map amendment, applicants are encouraged to schedule and attend an optional pre-application conference in accordance with the Pre-Application Conference Subsection of the General Approval Procedures Section above.

2. Required Meetings.

a. Neighborhood Meeting.

Prior to the submission of an application for an Official Zoning Map amendment for an NCO Neighborhood Conservation Overlay, all potential applicants shall request to set up a neighborhood meeting with City staff. “

....

Exhibit C

That Appendix A, “Unified Development Ordinance,” Article 4 “Zoning Districts”, Section 4.1 “Establishment of Districts,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 4.1. Establishment of Districts.

For the purpose of this UDO, portions of the city, as specified on the Official Zoning Map, are hereby divided into the zoning districts enumerated below. The intensity regulations applicable for such districts are designated in the respective Sections of Article 5, District Purpose Statements and Supplemental Standards, and the use regulations are designated in Article 6, Use Regulations of this UDO.

Table of Districts	
Residential Zoning Districts	
R	Rural
WE	Wellborn Estate
E	Estate
WRS	Wellborn Restricted Suburban
RS	Restricted Suburban
GS	General Suburban
D	Duplex
T	Townhouse
MH	Middle Housing
MF	Multi-Family
MU	Mixed-Use
MHP	Manufactured Home Park
Non-Residential Zoning Districts	
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
CU	College and University
NAP	Natural Areas Protected
Retired Districts	
R-1B	Single-Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
R&D	Research & Development
M-1	Light Industrial
M-2	Heavy Industrial
NPO	Neighborhood Prevailing Overlay
Planned Districts	
P-MUD	Planned Mixed-Use District
PDD	Planned Development District
Design Districts	
WPC	Wolf Pen Creek
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate
Overlay Districts	
OV	Corridor Overlay
RDD	Redevelopment District
HP	Historic Preservation Overlay

Single-Family Overlay Districts	
NCO	Neighborhood Conservation Overlay

Exhibit D

That Appendix A, “Unified Development Ordinance,” Article 5 “District Purpose Statements and Supplemental Standards”, Section 5.10D. “HOO High Occupancy Overlay” and Section 5.11D. ROO Restricted Occupancy Overlay”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended by removing Section 5.10D. “HOO High Occupancy Overlay” and Section 5.11D. ROO Restricted Occupancy Overlay” in their entirety.

....

Exhibit E

That Appendix A, “Unified Development Ordinance,” Article 6 “Use Regulations”, Section 6.3C. “Use Table” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

USE TABLE																																			
Specific Uses	R	WE	E	WRS	RS	GS	T **	D **	MH	MF **	MU **	MHP **	P-MUD **	O	SC **	WC	GC	CI	BP **	BPI	CU	NAP	R-1B	R-4 **	R-6 **	C-3 **	M-1	M-2	R&D **	WPC **	NG-1 **	NG-2 **	NG-3 **		
Assisted Living/R esidentia l Care Facility														P	P		P																		
Boardin g and Roomin g House										P			P											P	P									P	
Courtyar d House									P *																										
Dormito ry										P	P		P											P	P							P	P	P	
Duplex								P	P				P											P	P										
Extende d Care Facility/ Convale scent/ Nursing Home										P			P		P		P	P						P	P					P					
Fraternit y/Sororit y										P														P	P							P	P	P	
Manufac tured Home	P *		P *									P *																							
Mixed- Use Structur e										P	P		P																		P	P	P	P	
Multi- Family										P	P		P											P	P					C (a)		P	P	P	
Multi- Family built prior to January 2002										P	P													P	P					P	P	P	P	P	
Multiple x, Medium									P	P																									

Governmental Facilities	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P*	P*	P	P	P	P		P*	P*	P*	P	P	P	P	P	P*
Health Care, Hospitals															P		P													
Health Care, Medical Clinics										P	P			P	P	P	P							P				P	P	
Parks	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P
Places of Worship	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P	P*	P	P	P	P		P*	P*	P*	P	P	P	P	P	P
Agricultural Use, Barn or Stable for Private Stock	P	P	P																											
Agricultural Use, Farm or Pasture	P	P	P																											
Agricultural Use, Farm Product Processing	P																													
Animal Care Facility, Indoor									P	P		P	P	P	P	P								P			P	P	P	
Animal Care Facility, Outdoor	P*															P														
Art Studio/Gallery									P (c)	P	P		P	P	P	P								P			P	P	P	P
Car Wash															P*															
Commercial Garden, Greenhouse, or Landscape Maintenance	P*														P*	P*	P*									P*				
Commercial									P	P		P		C	C	P*	P*							C			P	P	P	

Amusement											P	P																								
Conference/Convention Center										P		P					P	P												P		P	P			
Country Club	P	P	P	P	P	P								P				P	P																	
Day Care, Commercial									P (c)	P	P	C	P	P	P	P	P																P	P	P	
Drive-In/Thru															P *		P														C		P *			
Dry Cleaners and Laundry									P	P		P *	P *	P	P *	P	P													P *		P *	P *	P *		
Fraternal Lodge												P				P	P														P	P	P			
Fuel Sales												P *				P *															P *		P			
Funeral Home																P	P															P				
Golf Course or Driving Range	P *											P *				P *	P *																			
Health Club/Sports Facility, Indoor									P	P		P		P	P	P	P													P	P	P	P			
Health Club/Sports Facility, Outdoor									P	P *		P				P	P													P	P *	P				
Hotel	C (b)								P	P		P		P		P														P	P	P				
Mobile Food Court									C	C		C				C															C	C	C			
Night Club, Bar, or Tavern									C	C		C				C															C	C	C			
Office									P (c)	P	P		P	P	P	P	P	P	P	P									P	P	P	P	P	P	P	
Parking as a Primary Use										P		P	C			P	P													P		P *				
Personal Service Shop									P (	P	P		P	P	P	P	P												P		P	P	P			

									c)																									
Printing/ Copy Shop										P	P			P	P	P	P	P	P	P	P							P				P	P	
Radio/T V Station/ Studio										P	P			P	P			P	P	P	P						P	P	P				P *	
Recreati onal Vehicle Park	C																C																	
Restaura nt										P	P			P		P *	P *	P									P *			P	P	P	P *	
Retail Sales - Single Tenant over 50,000 SF											P						P																P	
Retail Sales and Service									P (c)	P	P			P		P *	P *	P *	P *								P				P	P	P	P
Retail Sales and Service - Alcohol											C			P			P *	P *									P			C	P	P		
Sexually Oriented Business	P *	P *	P *	P *	P *	P *	P *	P *		P *	P *	P *	P *	P *			P *	P *	P *	P *	P *		P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *	P *
Shooting Range, Indoor													P				P	P		P									P					
Theater										P	P			P				P												P	P	P	P	
Retail Sales, Manufac tured Homes																			P												P *			
Storage, Self Service															P *	P *	P	P		P								P *		P				
Vehicula r Sales, Rental, Repair, and Service																	P *	P *		P										P *				
Wholesa les/Servi ces																P *	P *	P	P									P		P				
Storage Tank/Co ld																		P		P										P				

[illegible]

Sec. 1.10. Transitional Provisions.

5. New Districts.

The following districts are hereby created and added to those in effect at the time of the adoption of this UDO.

New District	Name	Effective Date
RDD	Redevelopment District	June 13, 2003
P-MUD	Planned Mixed-Use Development	June 13, 2003
NCO	Neighborhood Conservation Overlay	December 13, 2007
HP	Historic Preservation Overlay	September 11, 2008
NAP	Natural Areas Protected	October 7, 2012
SC	Suburban Commercial	October 7, 2012
BP	Business Park	October 7, 2012
BPI	Business Park Industrial	October 7, 2012
RS	Restricted Suburban	September 22, 2013
MF	Multi-Family	December 28, 2014
MU	Mixed-Use	December 28, 2014
WE	Wellborn Estate	August 7, 2016
WRS	Wellborn Restricted Suburban	August 7, 2016
WC	Wellborn Commercial	August 7, 2016
ROO	Restricted Occupancy Overlay	April 19, 2021
MH	Middle Housing	November 6, 2022
HOO	High Occupancy Overlay	September 24, 2023

6. Redesignated District.

Henceforth all areas designated PUD Planned Unit Development shall be redesignated PDD Planned Development Districts. The individual ordinances that created the PUD Planned Unit Developments shall remain in effect, along with all provisions and conditions listed therein. Any modification of a former PUD Planned Unit Development shall follow the provisions for PDD Planned Development Districts listed herein.

Previous District	Name	Redesignated District	Name	Effective Date
-------------------	------	-----------------------	------	----------------

PUD	Planned Unit Development	PDD	Planned Development District	June 13, 2003
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7. **Deleted Districts.**

The following districts not existing on the Official Zoning Map are hereby deleted:

Deleted District	Name	Effective Date
C-PUD	Commercial Planned Unit Development	June 13, 2003
C-NG	Commercial Northgate	June 13, 2003
KO	Krenek Tap Overlay	April 22, 2018
<u>ROO</u>	<u>Restricted Occupancy Overlay</u>	<u>September 1, 2025</u>
<u>HOO</u>	<u>High Occupancy Overlay</u>	<u>September 1, 2025</u>

(Ord. No. 2023-4453, Pt. 1(Exh. A), 8-10-2023; Ord. No. 2023-4468, Pt. 1(Exh. A), 9-14-2023)

Sec. 3.4. Official Zoning Map Amendments (Rezoning).

....

"C. Application.

A complete application for an Official Zoning Map amendment shall be submitted to the Administrator as set forth in the General Approval Procedures Section above and herein. As applicable, applicants shall submit the information, documents, and materials set forth in the Traffic Impact Analyses Section of Article 7, General Development Standards of this UDO.

1. Application requests for a P-MUD Planned Mixed-Use District or PDD Planned Development District shall provide the following additional information:
 - a. A written statement of the purpose and intent of the proposed development;
 - b. A list and explanation of the potential land uses permitted; and
 - c. A concept plan as described in the Concept Plans (P-MUD and PDD Districts) Section below.
2. Application requests for an NCO Neighborhood Conservation Overlay shall provide the following additional information in accordance with the Neighborhood Conservation Overlay Process Handbook.
 - a. A copy of the original plat of the subdivision, or multiple contiguous phases of original subdivisions that apply jointly;
 - b. A petition including dated signatures by property owners of at least fifty (50) percent plus one (1) of the total number of single-family zoned or developed building plots contained within the original subdivision, or multiple contiguous phases of original subdivisions that apply jointly in one application, in support of the overlay district. The fifty (50) percent plus one (1) petition signatures must be met for each of the original subdivisions that apply jointly;
 - c. Contact information for property owners of platted single-family development in the original subdivision to serve on the Neighborhood Conservation Overlay petition committee;
 - d. Certificate of mailing neighborhood meeting notice for all property owners of single-family zoned or developed building plots contained within the original subdivision;
 - e. Completed neighborhood meeting sign-in sheets; and
 - f. Neighborhood meeting minutes signed by a petition committee member.
3. ~~Application requests for a ROO Restricted Occupancy Overlay shall provide the following additional information in accordance with the Restricted Occupancy Overlay Process Handbook:~~
 - a. ~~A copy of the original plat of the subdivision, or multiple contiguous phases of original subdivisions that apply jointly;~~
 - b. ~~A petition including dated signatures by property owners of at least fifty (50) percent plus one (1) of the total number of single-family zoned or developed building plots contained within the original subdivision, or multiple contiguous phases of original subdivisions that apply jointly in one application, in support of the overlay district. The fifty (50) percent plus one (1) petition signatures must be met for each of the original subdivisions that apply jointly;~~
 - c. ~~Contact information for property owners of platted single-family development in the original subdivision to serve on the Restricted Occupancy Overlay petition committee;~~
 - d. ~~Certificate of mailing neighborhood meeting notice for all property owners of single-family zoned or developed building plots contained within the original subdivision;~~
 - e. ~~Completed neighborhood meeting sign-in sheets; and~~

f. ~~Neighborhood meeting minutes signed by a petition committee member.~~

34. Application request for an HP Historic Preservation Overlay shall provide the following additional information:

- a. An inventory and survey of structures to be included in the rezoning, submitted on a form provided by the Historic Preservation Officer;
- b. A current photograph of each property included in the rezoning, and its improvements;
- c. Historical photographs, where available; and
- d. A completed designation report. Upon initiation of the historic designation procedure, the Historic Preservation Officer shall coordinate research to compile a written report regarding the historical, cultural, and architectural significance of the place or area proposed for historic designation at the request of the applicant, but the rezoning application will not be considered complete until the report has been completed. A designation report shall include a statement on each of the following to the extent that they apply:
 - 1) A listing of the architectural, archaeological, paleontological, cultural, economic, social, ethnic, political, or historical characteristics upon which the nomination is based;
 - 2) A description of the historical, cultural, and architectural significance of the structures and sites;
 - 3) Identification of historic contributing and non-contributing resources to the proposed district; and
 - 4) A description of the boundaries of the proposed HP Historic Preservation Overlay, including subareas and areas where new construction will be prohibited.

D. Approval Process.

1. Pre-Application Conference.

Prior to the submission of an application for an Official Zoning Map amendment, applicants are encouraged to schedule and attend an optional pre-application conference in accordance with the Pre-Application Conference Subsection of the General Approval Procedures Section above.

2. Required Meetings.

a. Neighborhood Meeting.

Prior to the submission of an application for an Official Zoning Map amendment for an NCO Neighborhood Conservation Overlay ~~or ROO Restricted Occupancy Overlay~~, all potential applicants shall request to set up a neighborhood meeting with City staff. “

....

Sec. 4.1. Establishment of Districts.

For the purpose of this UDO, portions of the city, as specified on the Official Zoning Map, are hereby divided into the zoning districts enumerated below. The intensity regulations applicable for such districts are designated in the respective Sections of Article 5, District Purpose Statements and Supplemental Standards, and the use regulations are designated in Article 6, Use Regulations of this UDO.

Table of Districts	
Residential Zoning Districts	
R	Rural
WE	Wellborn Estate
E	Estate
WRS	Wellborn Restricted Suburban
RS	Restricted Suburban
GS	General Suburban
D	Duplex
T	Townhouse
MH	Middle Housing
MF	Multi-Family
MU	Mixed-Use
MHP	Manufactured Home Park
Non-Residential Zoning Districts	
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
CU	College and University
NAP	Natural Areas Protected
Retired Districts	
R-1B	Single-Family Residential

R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
R&D	Research & Development
M-1	Light Industrial
M-2	Heavy Industrial
NPO	Neighborhood Prevailing Overlay
Planned Districts	
P-MUD	Planned Mixed-Use District
PDD	Planned Development District
Design Districts	
WPC	Wolf Pen Creek
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate
Overlay Districts	
OV	Corridor Overlay
RDD	Redevelopment District
HP	Historic Preservation Overlay
HOO	High-Occupancy Overlay
Single-Family Overlay Districts	
ROO	Restricted-Occupancy Overlay
NCO	Neighborhood Conservation Overlay

(Ord. No. 2023-4453, Pt. 1(Exh. A), 8-10-2023; Ord. No. 2023-4468, Pt. 1(Exh. B), 9-14-2023)

Sec. 5.10. Overlay Districts.

In the event an area is rezoned to apply an overlay district, this district shall apply to all multi-family, commercial, and industrial property, and where applicable, to single-family, duplex, or townhouse development. The underlying district establishes the permitted uses and shall remain in full force, and the requirements of the overlay district are to be applied in addition to the underlying use and site restrictions.

A. OV Corridor Overlay.

This district is established to enhance the image of gateways and key entry points, major corridors, and other areas of concern, as determined by the City Council, by maintaining a sense of openness and continuity.

The following supplemental standards shall apply to this district:

1. Setbacks.

All buildings will be set back forty (40) feet from the right-of-way. Where parking is located in the front of the building, there shall be a front setback of twenty (20) feet from the right-of-way to the parking area and all drive aisles.

2. Signs.

Freestanding signs shall be limited to the restrictions of the Signs Section of Article 7, General Development Standards of this UDO but shall not exceed the height of the building.

3. Building Colors.

Building colors shall be neutral and harmonious with the existing man-made or natural environment, and only compatible accent colors shall be used. All colors shall be approved by the Administrator. The applicant must provide elevation drawings and color samples.

4. Special Restrictions for Retail Fuel Sales.

In cases where the underlying zoning district allows fuel sales and a station is proposed, the following restrictions shall apply:

a. Activities Restricted.

- 1) No major emergency auto repair; and
- 2) No body, fender, or paint work.

b. Signs.

- 1) Sign height shall be restricted by the provisions of the Signs Section of Article 7, General Development Standards of this UDO but shall not exceed the height of the building.
- 2) No freestanding fuel price signage shall be permitted.
- 3) Signs for air, water, and other similar services or products must meet the criteria for exempt signs as provided in the Signs Section of Article 7, General Development Standards of this UDO.

B. RDD Redevelopment District.

The purpose of this district is to facilitate the redevelopment of existing nonconforming commercial centers through flexible or relaxed standards, which can accommodate existing physical limitations and take extraordinary circumstances into account. The RDD Redevelopment District is an overlay district. The permissible uses on any site shall be governed by the underlying zoning.

The following supplemental standards shall apply to this district:

1. **Location.**

An RDD Redevelopment District may be established upon any commercially zoned property where the initial development was developed a minimum of twenty (20) years before the rezoning request and the proposed redevelopment meets the intent of this Section. Special consideration should be given to those areas considered "gateways" and/or historic, and those with proximity to Texas A&M University.

2. **Standards.**

Although every effort should be made to meet all requirements of this UDO, designated RDD Redevelopment Districts may be allowed to waive up to fifty (50) percent of required parking standards and landscaping where physical limitations and the site's location and relationship to the goals of the Comprehensive Plan warrant consideration. A lesser percentage may be established as part of the approval process.

3. **Criteria for Evaluation.**

Evaluation of all sites and site plans for rezoning to RDD Redevelopment District shall consider the following:

- a. Conformance with the Comprehensive Plan;
- b. Aesthetic contribution of the proposed redevelopment;
- c. Economic viability of the existing site;
- d. Physical limitations and the demonstrated inability to meet current requirements;
- e. Public health and safety standards; and
- f. Effort made to meet all standards of this UDO.
- g. Full engineering of sites may not be required for the establishment of an RDD Redevelopment District; however, a preliminary engineering study will be required which assesses parking, vehicular access and circulation, drainage, and utility requirements.

4. **Procedure for Establishment.**

The procedure for rezoning to RDD Redevelopment District shall be the same as any other rezoning application except that a site plan of the proposed redevelopment of the site shall be carefully evaluated to ascertain the site plan's benefit to achieving the goals of the Comprehensive Plan.

Elevations of proposed structures may be required as part of the review process, or to determine eligibility for rezoning.

Full engineering may not be required for evaluating a property for rezoning. Varying levels of information may be required by the Administrator depending upon the peculiarities of any given site.

The site plan components shall govern the redevelopment of the site following the approval of an RDD Redevelopment District.

C. **HP Historic Preservation Overlay.**

1. **Purpose.**

The HP Historic Preservation Overlay is intended to provide for the protection and preservation of places and areas of historical, cultural, and architectural importance and significance. Such action is necessary to promote the economic, cultural, educational, and general welfare of the public.

Specifically, this district has the following expressed purposes:

- a. To protect and enhance the landmarks and districts which represent distinctive elements of College Station's historic, architectural, and cultural heritage;
- b. To foster civic pride in the accomplishments of the past;
- c. To protect and enhance College Station's attractiveness to visitors and the support and stimulus to the economy thereby provided;
- d. To ensure the harmonious, orderly, and efficient growth and development of College Station;
- e. To promote economic prosperity and welfare of the community by encouraging the most appropriate use of such property within College Station; and
- f. To encourage stabilization, restoration, and improvements of such properties and their values.

2. Applicability.

The HP Historic Preservation Overlay may be applied to districts, areas, or individual property, regardless of the base zoning district or current use of the properties, that:

- a. Are at least forty (40) years old;
- b. Meet at least two (2) of the criteria listed below; and
- c. Possess historic integrity that is evident through historic qualities including location, design, setting, materials, workmanship, feeling, and association.

3. Criteria for Designation of HP Historic Preservation Overlays.

A property or district may be designated if it:

- a. Possesses significance in history, architecture, archeology, and culture;
- b. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;
- c. Is associated with events that have made a significant impact in our past;
- d. Embodies the distinctive characteristics of a type, period, or method of construction;
- e. Represents the work of a master designer, builder, or craftsman;
- f. Represents an established and familiar visual feature of the neighborhood or city; or
- g. Is eligible for listing on the National Register of Historic Places, Recorded Texas Historic Landmark, or a State Archaeological Landmark, as determined by the Texas Historical Commission.

4. Removal of an HP Historic Preservation Overlay.

Upon recommendation of the Landmark Commission to the Planning and Zoning Commission based upon new and compelling evidence and negative evaluation according to the same criteria and following the same procedures set forth in this UDO for designation, the Planning and Zoning Commission may recommend to the City Council and the City Council may remove an HP Historic Preservation Overlay made under this Section.

D. ~~HOO High Occupancy Overlay.~~

~~1. Purpose.~~

The purpose of this district is to accommodate increased residential occupancy through the permitting of shared housing as a use. The HOO High Occupancy Overlay aims to promote efficient land use and provide additional housing opportunities by allowing higher occupancy residential structures within specific areas of College Station where additional residential density is appropriate.

2. ~~Applicability.~~

The HOO High Occupancy Overlay may be applied where the base zoning district(s) of the area is MH Middle Housing, a multi-family zoning district, or a mixed-use zoning district. An area under this overlay shall consist of a property or contiguous properties that are of sufficient size that generally follow visible geographic features of an area. It is not the intent for this overlay to be applied to small areas or individual lots.

3. ~~Standards.~~

In addition to the permitted uses of the base zoning district, shared housing is a permitted use.

(Ord. No. 2023-4453, Pt. 1(Exh. A), 8-10-2023; Ord. No. 2023-4468, Pt. 1(Exh. C), 9-14-2023)

Sec. 5.11. Single-Family Overlay Districts.

A. Purpose.

Single-family overlay districts create an additional zoning district that is superimposed over the underlying zoning district. Single-family overlay districts are intended to provide additional standards for College Station neighborhoods. These standards promote residential development patterns and are intended to protect and enhance desirable neighborhood characteristics, livability, and harmonious, orderly, and efficient growth and development. The underlying zoning district establishes the permitted uses and standards and shall remain in effect. The requirements of the overlay are to be applied in addition to the underlying zoning district standards.

B. Applicability.

Single-family overlay districts may only be applied to neighborhoods zoned and developed for single-family dwelling units.

C. General Provisions.

1. The yard, lot, building height, and open space regulations of the single-family overlay districts must be read in accordance with the yard, lot, building height, and open space regulations in the Residential Dimensional Standards Section above and the General Provisions Section of Article 7, General Development Standards of this UDO. In the event of a conflict between the single-family overlay district and these Sections, the single-family overlay district controls.
2. The City Council may approve a single-family overlay district for the boundaries of original subdivisions or multiple contiguous phases of original subdivisions that apply jointly.
3. An application for an Official Zoning Map amendment to include a single-family overlay district may be filed once a petition is signed by property owners of at least fifty (50) percent plus one (1) of the total number of single-family zoned or developed building plots contained within the original subdivision, or multiple contiguous phases of original subdivisions that apply jointly in one application, in support of the overlay. The fifty (50) percent plus one (1) petition signatures must be met for each of the original subdivisions or each phase of an original subdivision that apply jointly.

~~D. ROO Restricted Occupancy Overlay.~~

~~1. Purpose.~~

~~The ROO Restricted Occupancy Overlay is intended to provide subdivision-specific occupancy regulations in single-family neighborhoods. ROO Restricted Occupancy Overlays are intended to preserve the single-family character of residential neighborhoods.~~

~~2. Applicability.~~

~~The regulations of the ROO Restricted Occupancy Overlay apply to each single-family dwelling and accessory living quarter within the overlay.~~

~~3. General Provisions.~~

- ~~a. The standards set forward in a ROO Restricted Occupancy Overlay must be based on the findings of the petition committee.~~
- ~~b. The petition committee shall consist of property owners of platted single-family development from the original subdivision. In the circumstance where multiple contiguous phases of original subdivisions are applying jointly, the petition committee shall consist of one property owner from each phase included in the application.~~

-
- c. ~~To be eligible to apply for a ROO Restricted Occupancy Overlay, improvements must exist on at least 51 percent of the platted single-family lots in the original subdivision.~~

4. ~~Standards.~~

~~Occupancy of either, a detached single-family dwelling or accessory living quarter, shall not exceed two unrelated persons per single-family dwelling or accessory living quarter. Related persons are specified in the definition of family in the Defined Terms Section of Article 11, Definitions of this UDO. Accessory living quarter requirements are further specified in the Accessory Uses Section of Article 6, Use Regulations of this UDO.~~

5. ~~Legacy Clause.~~

- a. ~~Occupancy levels in individual single-family dwellings and accessory living quarters within an original subdivision, existing at the time a ROO Restricted Occupancy Overlay is adopted, are permitted to continue, not to exceed a maximum of four unrelated persons for single-family dwellings and two unrelated persons for accessory living quarters and shall be considered a nonconforming use. The provisions of the Nonconforming Uses Section of Article 9, Nonconformities of this UDO, shall apply, with the exception of the Continuance Subsection.~~
- b. ~~The structure containing the nonconforming use may be enlarged or expanded up to a maximum of ten (10) percent of the heated square footage of the structure existing at the time the ROO Restricted Occupancy Overlay was adopted.~~
- c. ~~Enlargement or expansion of the structure containing the nonconforming use beyond ten (10) percent and up to a maximum of twenty-five (25) percent of the heated square footage of the structure existing at the time the ROO Restricted Occupancy Overlay was adopted shall require approval of the Zoning Board of Adjustment. The Zoning Board of Adjustment may authorize such enlargement or expansion based on the following criteria:~~
- ~~1) That granting the enlargement or expansion will ensure the same general level of land use compatibility as the otherwise applicable standards;~~
 - ~~2) That granting the enlargement or expansion will not materially or adversely affect adjacent land uses or the physical character of uses in the vicinity of the nonconforming use; and~~
 - ~~3) That granting the enlargement or expansion will be generally consistent with the purposes and intent of this UDO.~~
- d. ~~The structure containing the nonconforming use may be structurally altered or renovated, up to a maximum of fifty (50) percent of the heated square footage of the structure existing at the time the ROO Restricted Occupancy Overlay was adopted, provided that the structural alteration or renovation does not enlarge or expand the structure.~~
- e. ~~Structurally altering or renovating the structure containing the nonconforming use beyond fifty (50) percent of the heated square footage of the structure existing at the time the ROO Restricted Occupancy Overlay was adopted shall require approval of the Zoning Board of Adjustment. The Zoning Board of Adjustment may authorize such structural alterations or renovations based on the following criteria:~~
- ~~1) That granting the structural alternation or renovation will ensure the same general level of land use compatibility as the otherwise applicable standards;~~
 - ~~2) That granting the structural alternation or renovation will not materially or adversely affect adjacent land uses or the physical character of uses in the vicinity of the nonconforming use; and~~

-
- 3) ~~That granting the structural alteration or renovation will be generally consistent with the purposes and intent of this UDO.~~
 - f. ~~The use shall come into compliance with the ROO Restricted Occupancy Overlay standards at such time that any of the following occur:~~
 - 1) ~~The single family dwelling or accessory living quarter is demolished;~~
 - 2) ~~The subdivision of land occurs, creating an additional lot or building plot;~~
 - 3) ~~Nonconforming use changes or occupancy increases. Decreases in the nonconforming use occupancy levels below four unrelated persons shall not be an indication of abandonment as specified in the Abandonment Subsection in the Nonconforming Uses Section of Article 9, Nonconformities of this UDO, or cause a loss of the legal nonconforming use status;~~
 - 4) ~~The structure containing the nonconforming use is enlarged, expanded, structurally altered, or renovated beyond the standards provided above in this Section; or~~
 - 5) ~~The termination of registration with the City's Rental Registration program.~~

ED. NCO Neighborhood Conservation Overlay.

Sec. 6.3. Types of Use.

- A. Uses of land or structures which are not expressly listed in the Use Table as permitted uses (P), permitted uses subject to specific use standards (P*), or conditional uses (C) in a zoning district or planned development are prohibited uses and shall not be established in that district or planned development.
- B. The Administrator shall determine whether or not an unlisted use, that is otherwise prohibited, as stated above should be processed. In doing so, the Administrator shall utilize purpose statements adopted herein in conjunction with the applicable zoning district, and consideration of the following criteria:
 - 1. The actual or anticipated characteristics of the activity based on known characteristics of similar projects in standard planning practice;
 - 2. The relative amount of site area, floor space, and equipment;
 - 3. Relative volumes of sales from each activity;
 - 4. The customer type for each activity;
 - 5. The relative number of employees in each activity;
 - 6. Hours of operation;
 - 7. Building and site arrangement;
 - 8. Vehicles used with the activity and the relative number of vehicle trips generated by the use; and
 - 9. How the use advertises itself.

- C. **Use Table.**

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

- 1. **Permitted Uses.**

A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

- 2. **Permitted Uses Subject to Specific Standards.**

A "P*" indicates a use that will be permitted, provided that the use meets the provisions in the Specific Use Standards Section below. Such uses are also subject to all other applicable regulations of this UDO.

- 3. **Conditional Uses.**

A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in the Specific Use Standards Section below. Conditional uses are subject to all other applicable regulations of this UDO.

USE TABLE																																			
Specific Uses	R	WE	E	WRS	RS	GS	T**	D**	MH	MF**	MU**	MHP**	P-MUD**	O	SC**	WC	GC	CI	BP**	BPI	CU	NAP	R-1B	R-4**	R-6**	C-3**	M-1	M-2	R&D**	WPC**	NG-1**	NG-2**	NG-3**	HOO**	
KEY: P= Permitted by Right, P*= Permitted Subject to Specific Use Standards C= Conditional Use, **= District with Supplemental Standards (refer to Article 5) *** Commercial, Office, and Retail Uses in MH Middle Housing are allowed in Live-Work Units Only																																			
RESIDENTIAL USES																																			
Assisted Living/Residential Care Facility														P	P		P																		
Boarding and Rooming House										P			P											P	P									P	
Courtyard House									P*																										
Dormitory										P	P		P											P	P							P	P	P	
Duplex								P	P				P											P	P										
Extended Care Facility/Convalescent/										P			P		P		P	P						P	P					P					

Shared Housing									P (d)	P (d)	P (d)											P (d)	P (d)							P (d)	P	P	P	P
Single-Family Detached	P	P	P	P	P	P	P	P	P				P									P												
Single-Unit Dwelling										P																								
Split-Lot Duplex								P	P																									
Townhouse							P		P	P			P									P	P										P	
Two-Unit Dwelling										P																								
Live-Work Unit									P *					P *	P *																			
PUBLIC, CIVIC, AND INSTITUTIONAL USES																																		
Educational Facility, College and University																			P															
Educatio									P	P	P		P	P	P	P	P	P						P						P	P	P	P	

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[illegible]

Animal Care Facility, Indoor										P	P		P	P	P	P	P	P									P					P	P	P			
Animal Care Facility, Outdoor	P *																P																				
Art Studio/Gallery									P (c)	P	P		P	P	P	P	P										P					P	P	P	P		
Car Wash																	P *																				
Commercial Garden, Greenhouse, or Landscape Maintenance	P *																P *	P *	P *	P *												P *					
Commercial Amusement										P	P		P		C	C	P *	P *									C						P	P	P		
Conference/Convention Center										P	P		P				P	P															P	P	P		

Country Club	P	P	P	P	P	P							P								P													
Day Care, Commercial									P (c)	P	P	C	P	P	P	P	P						C	C	P						P	P	P	
Drive-In/Thru														P *		P												C		P *				
Dry Cleaners and Laundry										P	P		P *	P *	P	P *	P	P							P *					P *	P *	P *	P *	
Fraternal Lodge													P				P	P												P	P	P		
Fuel Sales													P *				P *							P *		P								
Funeral Home																	P	P	P							P								
Golf Course or Driving Range	P *												P *				P *	P *																
Health Club/Sports Facility, Indoor										P	P		P		P	P	P	P							P					P	P	P	P	
Health Club/Sports										P	P *		P				P	P		P	P								P	P *	P			

[illegible]

[illegible]

[illegible]

[illegible]

Wireless Telecom municati on Facilities - Interme diate	P *												P *	P *			P *	P *	P *	P		P *				P *	P *	P *	P *	P *	P *	P *	
Wireless Telecom municati on Facilities - Major	C									P *				C			C	C	C	P		C				C	C	P *	C				
Wireless Telecom municati on Facilities - Unregula ted	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P		P	P	P	

Notes:

- (a) Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.
- (b) Hotels are only allowed when accessory to a country club development and are limited to a maximum of fifteen (15) rooms.
- (c) Permitted in live-work units only.

~~(d) Permitted only when there is also a HOO High Occupancy Overlay.~~

(Ord. No. 2023-4453, Pt. 1(Exh. A), 8-10-2023; Ord. No. 2023-4468, Pt. 1(Exh. D), 9-14-2023; Ord. No. 2023-4478, Pt. 1(Exh. A), 10-26-2023; Ord. No. 2024-4557, Pt. 1(Exh. D), 10-24-2024)

September 11, 2025
Item No. 9.4.
Wells 10, 11, 12 Construction Amendment No. 3

Sponsor: Stephen Maldonado, Assistant Director of Water, Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a third amendment to the Construction Manager at Risk (CMAR) Contract with Garney Construction, Inc. accepting the Guaranteed Maximum Price No. 3 (GMP No. 3) of \$9,466,684.15 for the materials procurement packages for the Wells 10, 11 and 12 project, plus the City's contingency in the amount of \$946,668.42 for a total appropriation of \$10,413,352.57.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This is the third amendment to the current construction manager at risk contract with Garney Construction and includes the procurement of pipe material, large and small diameter valves, air release valves, generators and fuel tanks.

This project involves the design and construction three new water wells and a collection line in the well field. Each well will have a pumping capacity of 3,300 gpm and will be operated using Motor Control Cabinet, Variable Frequency drive, and a generator for backup power. The project will also build internal access roads and power distribution. The project will also build approximately 12,000 linear feet of collection line between the three wells and the tie-in point along Sandy Point Road. Coordination with BTU, Union Pacific and TXDOT is needed for power, access, and utility work. Land acquisition is also part of this project.

Garney Construction is providing pre-construction services (construction reviews, materials coordination, cost estimating, etc.) during the design phase. Garney is also providing construction phase services. Construction will be bid out through the CMAR and presented to City Council for approval as a Guaranteed Maximum Price (GMP) for each construction phase(s) of the project. The project began construction in 2025 and will be complete before August 2028.

Budget & Financial Summary: A budget of \$69,300,000 is available in the Water Capital Improvement Projects Fund. A total of \$15,890,141 has been expended or committed to date, leaving a balance of \$53,409,859 for this CMAR Contract and any remaining project expenses.

Attachments:

1. Wells 10, 11, 12 CMAR Amendment No. 3
2. Wells 10,11,12 and Collection Line Map



CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300059 PROJECT#: WA2400 BID/RFP/RFQ#: _____

Project Name / Contract Description: GMP#3-CMAR Water Wells 10,11, 12 for
Bid Package 2.00 – Material Procurement

Name of Contractor: Garney Companies, Inc.

CONTRACT TOTAL VALUE: \$ 16,362,661.43 **Grant Funded** Yes ☐ No ☐
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☐ N/A **Davis Bacon Wages Used** ☐ Yes ☐ No ☐ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☐ N/A **Buy America Required** ☐ Yes ☐ No ☐ N/A
Transparency Report ☐ Yes ☐ No ☐ N/A

☐ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** 3 ☒ **OTHER** _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

A budget of \$69,300,000 is available in the Water Capital Improvement Projects Fund. A total of \$15,890,141 has been expended or committed to date, leaving a balance of \$53,409,859 for this CMAR contract and any remaining project expenses.

(If required)*
CRC Approval Date*: N/A **Council Approval Date*:** 09/11/25 **Agenda Item No*:** _____

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: N/A **Performance Bond:** BW **Payment Bond:** BW **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

___ Original(s) sent to CSO on ___

Scanned into Laserfiche on _____

___ Original(s) sent to Fiscal on ___

**GUARANTEED MAXIMUM PRICE AMENDMENT NO. 3
TO THE STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONSTRUCTION MANAGER AT RISK**

This Guaranteed Maximum Price Amendment No. 3 to the Standard Form of Agreement Between City and Construction Manager At Risk (“Amendment No. 3” or “GMP No. 3”) is entered into by and between the City of College Station, Texas (“City” or “Owner”) and Garney Companies, Inc., (“Construction Manager”) for the construction of the following City Project: New Water Wells 10, 11, 12, Access Roads and Pipelines (the “Project”). This Amendment No. 3 amends the one certain Standard Form of Agreement Between the City and Construction Manager At Risk (the “Agreement”) entered into by and between the City of College Station, Texas and Construction Manager, dated October 25, 2024 (Contract No. 25300059), as further amended by Amendment No. 1, dated May 25, 2025, and Amendment No. 2, dated June 27, 2025, and said Amendment No. 3 further establishes a Guaranteed Maximum Price (“GMP”) for the construction of the following parts of the Project:

1. Bid Package 2.00 – Material Procurement
 - a. SOV 2.01 – Ductile Iron Pipe Material Procurement
 - b. SOV 2.02 – Small and Large Diameter Valve Procurement
 - c. SOV 2.03 – Combination Air Valve Procurement
 - d. SOV 2.05 – Generator and Fuel Tank Procurement

RECITALS

WHEREAS, City and Construction Manager entered into the Agreement dated as of October 25, 2024, for the construction of the City’s New Water Wells 10, 11, 12, Access Roads and Pipelines Project, as amended; and

WHEREAS, unless clearly provided otherwise herein, all terms, conditions, and phrases used herein shall have the same meaning as the terms, conditions, and phrases used in the Agreement, as amended; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement contemplates the delivery of a Construction Manager’s GMP Proposal or Proposals if the Project is split up into multiple GMP phases to City; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement requires that said proposal contain certain representations and documentation; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement provides that in the event City timely accepts the Construction Manager’s GMP Proposal, this GMP Amendment shall be executed; and

WHEREAS, the Construction Manager has delivered a Construction Manager’s GMP Proposal to City; and

WHEREAS, City desires to accept the Construction Manager’s GMP Proposal, subject to any amendments or revisions as set forth above and herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Construction Manager agree to modify and amend the Agreement as follows:

1. **Acknowledgments**. The Construction Manager acknowledges that this Amendment No. 3 does modify the original Project scope, budget, and time for completion set forth in the Agreement.

2. **Amendment is Cumulative.** The Construction Manager acknowledges that this Amendment No. 3 is cumulative and includes the costs for the payment bond, performance bond, any applicable bond riders, insurance, general and administrative costs.
3. **GMP Proposal.** City hereby accepts the Construction Manager's detailed GMP Proposal for GMP Amendment No. 3 submitted by Construction Manager, dated August 11, 2025, a true and complete copy of which is attached hereto and incorporated herein by reference, marked as: Exhibit "A" and sub-Exhibits A-1 through A-10.
4. **Cost of Work for GMP No. 3.** Construction Manager's GMP for the Cost of the Work for this GMP No. 3 is: **Eight Million Ninety-One Thousand One Hundred Eighty-Three and 03/100 Dollars (\$8,091,183.03)**, subject to additions and deductions by Change Order as provided in the Contract Documents as agreed by City and Construction Manager. GMP No. 3 is an amount that the Cost of the Work shall not exceed and is based on and detailed in the attached Exhibit "A" and sub-Exhibits A-1 through A-10.
5. **CMAR General Conditions for GMP No. 3.** The Construction Manager's General Conditions for GMP No. 3 are stipulated at 8% of the Cost of the Work. The sum of the General Conditions for GMP No. 3 is: **Six Hundred Forty-Seven Thousand Two Hundred Ninety-Four and 64/100 Dollars (\$647,294.64).**
6. **CMAR Construction Services Fee for GMP No. 3.** The Construction Manager's Fee (Construction Services Fee) for the Construction of the Work in GMP No. 3 is hereby established in the sum of: **Seven Hundred Twenty-Eight Thousand Two Hundred Six and 47/100 Dollars (\$728,206.47)**, based on the product of 9% multiplied by the Cost of the Work.
7. **Total GMP No. 3 Amount.** The total amount for GMP No. 3 is: **Nine Million Four Hundred Sixty-Six Thousand Six Hundred Eighty-Four and 15/100 Dollars (\$9,466,684.15).**
8. **All Costs Included in CMAR Fee.** All costs and expenses for those General Conditions, identified by the Construction Manager in its response to the RFP, as well as all overhead expenses and Cost of the Work for the construction are included in the above GMP totals. The Construction Manager acknowledges and agrees that City shall have no liability for any General Condition expenses beyond payment of the above noted amount, and Construction Manager agrees that it shall not be entitled to receive any additional compensation from City for the General Conditions beyond this amount unless expressly adjusted by a Change Order authorized in writing by the City.
9. **Agreement Terms and Conflict.** Except as modified herein, the terms and conditions of the Agreement, as amended, remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, as amended, City and Construction Manager agree that the terms of this Amendment shall take precedence.

Signature Page Immediately Follows

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the last date making it fully executed.

GARNEY COMPANIES, INC.

CITY OF COLLEGE STATION

By: BILL WILLIAMS

By: _____

Printed Name: BILL WILLIAMS

City Manager

Date: _____

Title: Executive Vice President

Date: 9/3/2025

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

List of Exhibits:

Exhibit "A" – Construction Manager's GMP No. 3 Proposal

- Exhibit "A-1" – GMP No. 3 – Submittal Letter, Executive Summary, & Supporting Documents
- Exhibit "A-2" – GMP No. 3 – Cost Summary
- Exhibit "A-3" – GMP No. 3 – Plans
- Exhibit "A-4" – GMP No. 3 – Bid Packages and Addenda Nos. 1, 2, and 3
- Exhibit "A-5" – GMP No. 3 – Assumptions and Exclusions
- Exhibit "A-6" – GMP No. 3 – Pipe Procurement (SOV 2.01)
- Exhibit "A-7" – GMP No. 3 – Valve Procurement (SOV 2.02)
- Exhibit "A-8" – GMP No. 3 – Combination Air Valves CAVs (SOV 2.03)
- Exhibit "A-9" – GMP No. 3 – Generators and Fuel Tanks (SOV 2.05)
- Exhibit "A-10" – GMP No. 3 – Bond Riders for Payment and Performance Bonds GMP No. 3

Exhibit “A”
Construction Manager’s GMP No. 3 Proposal

Casey Rhodes, PE
 City of College Station
 300 Krenak Tap Road
 College Station, TX 77840

08/11/2025

RE: Wells 10, 11, 12 and Collection Line Bid Package 2.00 – Material Procurement Packages Recommendation No. 3

Mr. Rhodes-

In accordance with the Agreement between Garney Companies, Inc. and the City of College Station, Garney is pleased to provide the below information and attached documentation to support pricing for Bid Package 2.00 – Material Procurement – Ductile Iron Pipe Procurement, Small and Large Diameter Valve Procurement, Combination Air Valve Procurement and Generator and Fuel Tank Procurement for the Wells 10, 11, 12 and Collection Line project.

Garney recommends to establish the pricing for this bid package at \$9,466,684.15. The scope of work included in this Bid Package 2.00 for Material Procurement recommendation includes the procurement of the following Materials to support future GMP proposals and the installation of the permanent wells, collection laterals and collection pipeline.

SOV 2.01 – Ductile Iron Pipe Material Procurement
 SOV 2.02 – Small and Large Diameter Valve Procurement
 SOV 2.03 – Combination Air Valve Procurement
 SOV 2.05 – Generator and Fuel Tank Procurement

This bid package pricing recommendation is for materials and construction services associated with the above-mentioned scopes. The above services will be paid for by Garney Construction within the requirements of the Agreement for the CMAR Project.

The scope included in this recommendation includes the above materials and construction services as identified in the plans and specifications made available to Garney for the purpose of Long Lead material procurement and bidding. These plans and specifications are generally referred to as the "Construction Plans for Wells 10, 11, 12 and Collection Line Procurement Package" dated June of 2025 and "Technical Specifications for Wells 10, 11, 12 and Collection Line Procurement Package" dated June of 2025.

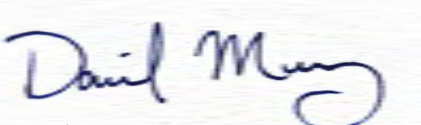
These plans and specifications were not final at the time of procurement and were intended for the sole purpose of material procurement of the above-mentioned items. It is both possible and likely that design revisions will be made as the project progresses from the 75% Design through Final Design for Construction. Any revisions to these plans and specifications, and cost adjustments associated with those revisions, will be captured either in the future GMP proposal or as a Change Order to any future GMP proposals, as directed by the City of College Station and in accordance with the Agreement.

This Bid Package 2.00 Material Procurement recommendation includes the Construction Manager at Risk's Fees and Expenses, the estimated Cost of the Work, Design Progression Allowance, and expenditures for contingencies as outlined in the Contract Documents and Agreement.

Please contact Garney directly if there are any questions regarding this proposal.

Sincerely,

GARNEY COMPANIES, INC.



Daniel Murray
 Senior Project Manager
 Garney Companies, Inc.

Cc: Chad Sharbono – Garney
 Jason Ward – Freese and Nichols
 David Hunn – Freese and Nichols

Attachments: City of College Station - Wells 10, 11, 12 and Collection Pipeline - Bid Package 02 Material Procurement Documents
 Plan Sets: 75% – City of College Station Construction Plans for Wells 10, 11, 12 and Collection Line Procurement Package
 75% - City of College Station Technical Specifications for Wells 10, 11, 12 and Collection Line Procurement Package

CITY OF COLLEGE STATION
WELLS 10, 11, 12 and
COLLECTION PIPELINE

Project No. CCL24267



CITY OF COLLEGE STATION

Home of Texas A&M University®

cstx.gov

Recommendation #3
COCS Bid Package 2.00
Material Procurement

Tab-1 – Executive Summary



Casey Rhodes, PE
City of College Station
300 Krenek Tap Road
College Station, TX 77840

08/11/2025

RE: Wells 10, 11, 12 and Collection Line Bid Package 2.00 – Material Procurement Packages Executive Summary

Mr. Rhodes,

In accordance with the Agreement between Garney Companies, Inc. and the City of College Station, Garney is pleased to provide the below information and attached documentation to establish the Recommended Price for The City of College Station CMAR Project No. CCL24267 Bid Packages 2.01, 2.02, 2.03 and 2.05 and associated work identified for the Wells 10, 11, 12 and Collection Pipeline Project.

Garney proposes to establish the Material Procurement recommendation for the Bid Packages at **\$9,466,684.15**. This recommendation includes the Construction Manager at Risk's Fees and Expenses, General Conditions Fee and Expenses, the estimated Cost of the Work, Allowance(s) and Extra Work Items (EW), and expenditures for contingencies as outlined in the Contract Documents and Agreement.

SOV 2.01 – Ductile Iron Pipe Material Procurement
SOV 2.02 – Small and Large Diameter Valve Procurement
SOV 2.03 – Combination Air Valve Procurement
SOV 2.05 – Generator and Fuel Tank Procurement

This recommendation is for procurement of materials and construction services associated with the above-mentioned scope. The above material and construction services will be paid for by Garney Construction within the requirements of the Agreement for the CMAR Project.

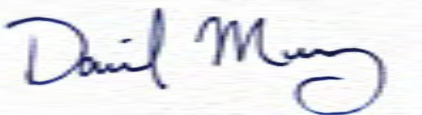
The scopes included in this recommendation includes the above materials and construction services as identified in the plans and specifications made available to Garney for the purpose of procurement as well as the assumptions/clarifications provided as an attachment hereto. These plans and specifications are generally referred to as the "Construction Plans for Wells 10, 11, 12 and Collection Pipeline Procurement Submittal" dated June of 2025 and "Technical Specifications for Wells 10, 11, 12 and Collection Line Procurement Package" dated June of 2025 and is also inclusive of any addendum(s) issued during the City of College Station - Wells 10, 11, 12 and Collection Pipeline - Bid Package 02 – Material Package procurement process.

These plans and specifications at the time of procurement were intended for bidding purposes for the above referenced scope(s). It is both possible and likely that design revisions will be made as the project progresses and plans are identified and sealed as "For Construction." Any revisions to these plans and specifications, and cost adjustments associated with those revisions, will be captured either in the forthcoming GMP proposals or as a Change Order to any future GMP proposals, as directed by the City of College Station and in accordance with the Agreement.

This CMAR recommendation is critical towards maximizing time efficiencies for construction activities included in future GMP's. Please contact Garney directly if there are any questions regarding this Recommendation Proposal

Sincerely,

GARNEY COMPANIES, INC.



Daniel Murray
Senior Project Manager
Garney Companies, Inc.

Cc: Chad Sharbono – Garney
Ben Snider – Garney
Sam Parrack - Garney
Jason Ward – Freese and Nichols
David Hunn – Freese and Nichols

Exhibit "A-2" - Cost Summary

CMAR Recommendation No. 03

8/13/2025 1:00 AM

Water Wells 10, 11, 12 and Collection Line								8/13/25 1:00 AM
ITEM NUMBER	BID PACKAGE	SYSTEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	
			BID PACKAGES AND SCOPES OF WORK			\$ -	\$ -	
1060	2.01		Ductile Iron Pipe Material Procurement	1.0	Lump Sum	\$ 3,238,527.60	\$ 3,238,527.60	
1070	2.02		Small and Large Diameter Valves Procurement	1.0	Lump Sum	\$ 501,200	\$ 501,200.00	
1080	2.03		Combination Air Valve Procurement	1.0	Lump Sum	\$ 32,661	\$ 32,661.00	
1100	2.05		Generator and Fuel Tank Procurement	1.0	Lump Sum	\$ 3,933,500	\$ 3,933,500.00	
			CONTINGENCIES			\$ -	\$ -	
1220	CMAR	CMAR	CMAR Contingency (2% after 100% Design)	0%	Percent	\$ 7,705,889	\$ -	
1230	CMAR	CMAR	Design Contingency	5.00%	Percent	\$ 7,705,889	\$ 385,294.43	
			FEE's and GC's					
							SUBTOTAL COST OF WORK	\$ 8,091,183.03
2010	CMAR	CMAR	CMAR GC's	8%	Percent of Cost of Work	\$ 8,091,183.03	\$ 647,294.64	
2010	CMAR	CMAR	Construction Services Fee	9%	Percent of Cost of Work	\$ 8,091,183.03	\$ 728,206.47	
							SUBTOTAL COW + CMAR	\$ 9,466,684.15
							TOTAL	\$ 9,466,684.15
Cost above are indicative of the drawings and specifications provided on June of 2025. Clarifications and assumptions are included herein.								

COCS Wells Tracking Summary - GMP 01							
	COW - BP 1.00	GMP 01 - Direct Cost of Work / Material (1.01, 1.02 & 1.05)	1.0	Lump Sum	\$ 2,882,656.35	\$ 2,882,656.35	
	CMAR Contract	Preconstruction Service Fee	1.0	Lump Sum	\$ 324,450.00	\$ 324,450.00	
	CMAR Contract	CMAR General Conditions (Fee of 8%)	1.0	Lump Sum	\$ 231,000.00	\$ 231,000.00	
	CMAR Contract	Construction Services (CMAR) Fee (9%)	1.0	Lump Sum	\$ 259,000.00	\$ 259,000.00	
COCS Wells Tracking Summary - GMP 02							
	COW - BP 1.03 & 1.04	GMP 02 - Direct Cost of Work / Material (1.03 & 1.04)	1.0	Lump Sum	\$ 2,734,033.63	\$ 2,734,033.63	
	CMAR Contract	Preconstruction Service Fee	1.0	Lump Sum	\$ 324,450.00	\$ -	
	CMAR Contract	CMAR General Conditions (Fee of 8%)	1.0	Lump Sum	\$ 218,335.20	\$ 218,335.20	
	CMAR Contract	Construction Services (CMAR) Fee (9%)	1.0	Lump Sum	\$ 246,502.10	\$ 246,502.10	
CMAR TOTAL CONTRACT AMOUNT TO DATE						\$ 6,895,977.28	

Exhibit "A-3" - Plans

CITY OF COLLEGE STATION, TEXAS

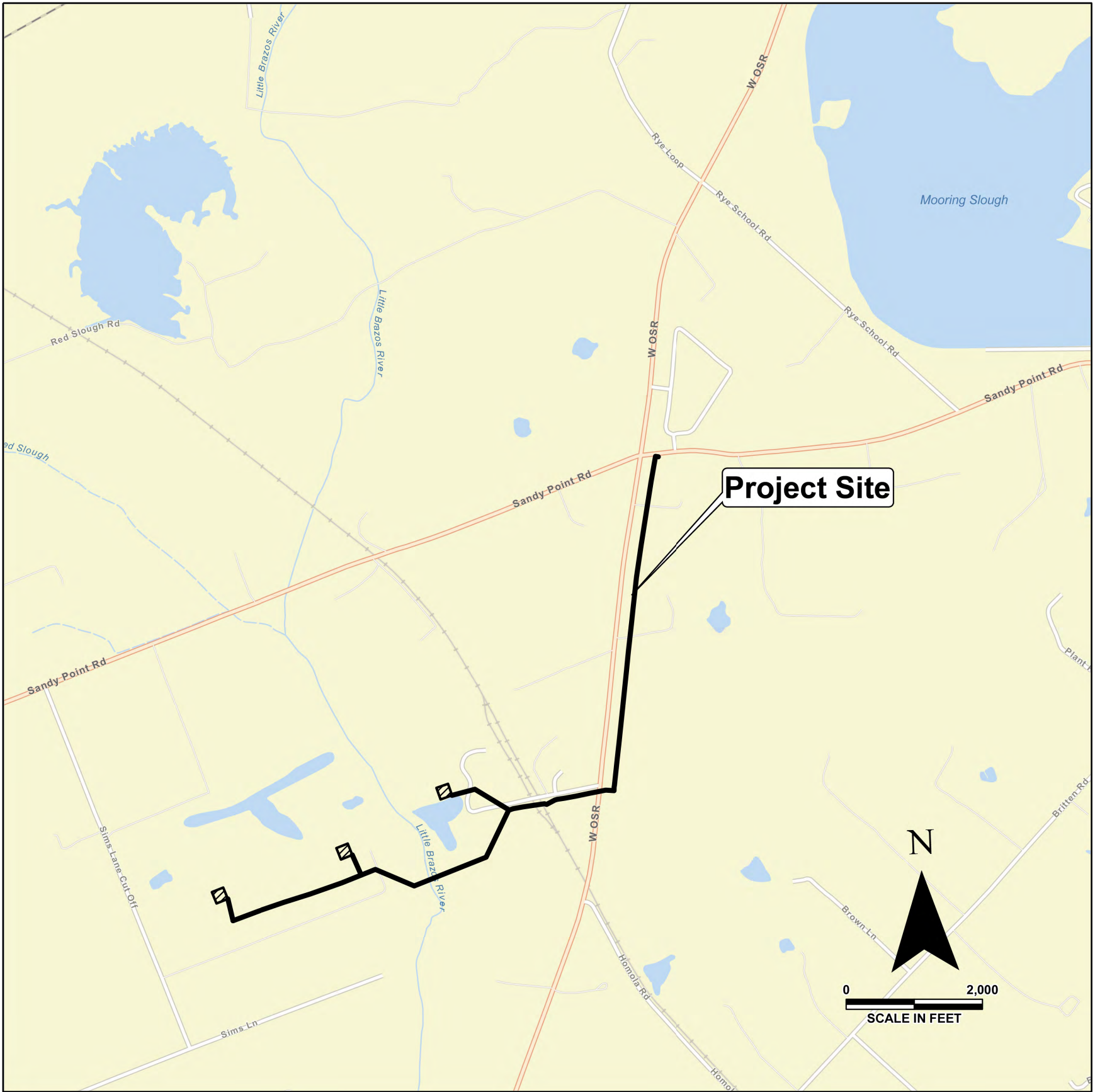
CONSTRUCTION PLANS FOR

WELLS 10, 11, 12 AND

COLLECTION LINE

PROCUREMENT PACKAGE

75% SUBMITTAL



VICINITY MAP



MAY 2025
FNI PROJECT NO.: CCL24267

MAYOR

JOHN NICHOLS

COUNCIL MEMBERS

PLACE 1 - MARK SMITH

PLACE 2 - WILLIAM WRIGHT

PLACE 3 - DAVID WHITE

PLACE 4 - MELISSA MCILHANEY

PLACE 5 - BOB YANCY

PLACE 6 - SCOTT SHAFER

CITY MANAGER

BRYAN WOODS

CITY ENGINEER

CAROL COTTER, P.E.



10497 Town and Country Way, Suite 500
Houston, Texas 77024
Phone - (713) 600-6800
Web - www.freese.com

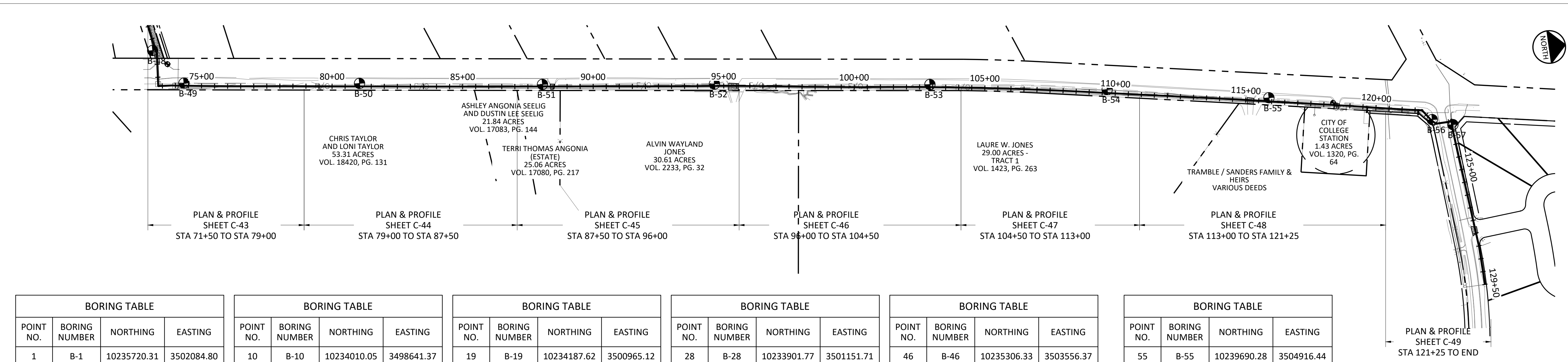
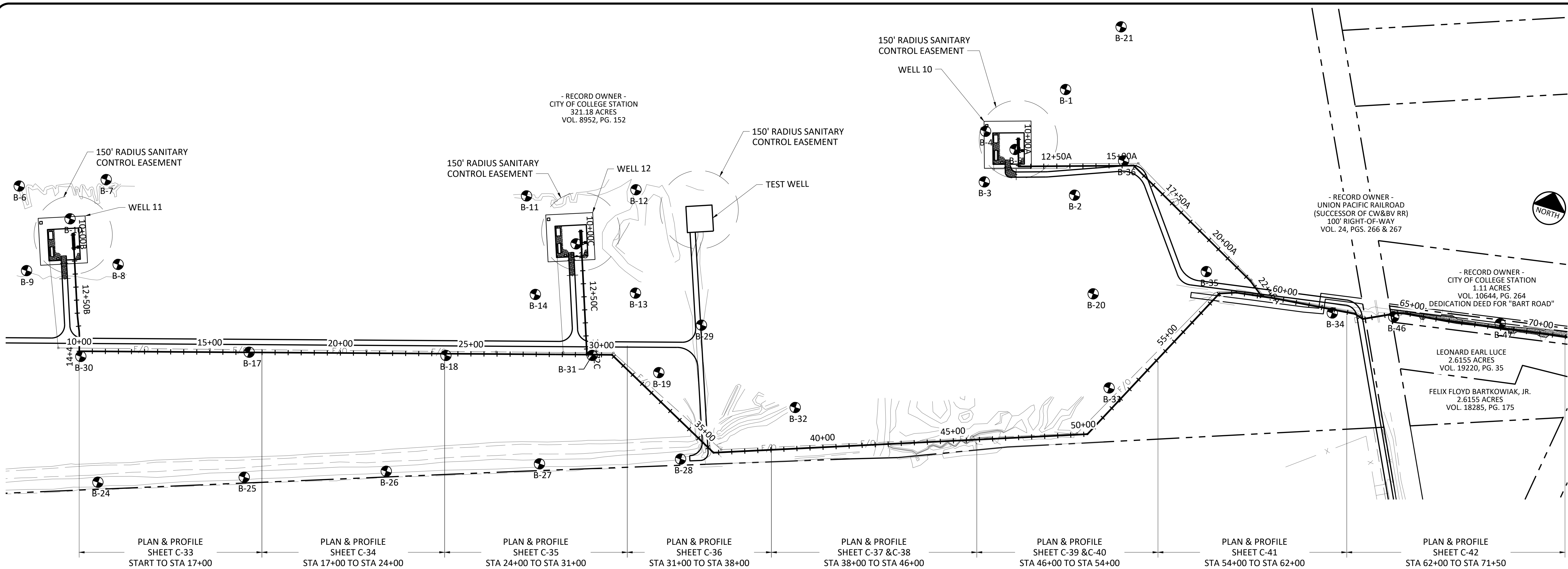
Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144



Handwritten signature of Jason V. Ward

TBPE Firm F-2144

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1	B-1	10235720.31	3502084.80
2	B-2	10235349.01	3502249.14
3	B-3	10235284.42	3501905.74
4	B-4	10235469.17	3501847.19
5	B-5	10235440.14	3501976.60
6	B-6	10234065.15	3498416.37
7	B-7	10234197.18	3498723.34
8	B-8	10233904.90	3498872.31
9	B-9	10233768.11	3498548.66

BORING TABLE			
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11	B-11	10234662.54	3500265.75
12	B-12	10234821.32	3500654.21
13	B-13	10234446.38	3500781.49
14	B-14	10234316.70	3500420.41
15	B-15	10234550.65	3500504.69
16	B-16	10233325.12	3498212.58
17	B-17	10233750.41	3499456.32
18	B-18	10233984.21	3500172.86

BORING TABLE			
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19	B-19	10234187.62	3500965.12
20	B-20	10235014.99	3502439.45
21	B-21	10236016.45	3502207.57
22	B-22	10232694.53	3498040.21
23	B-23	10232865.65	3498518.04
24	B-24	10233090.93	3499070.87
25	B-25	10233291.67	3499594.47
26	B-26	10233490.51	3500101.32
27	B-27	10233708.39	3500646.83

BORING TABLE			
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28	B-28	10233901.77	3501151.71
29	B-29	10234412.72	3501060.20
30	B-30	10233525.22	3498851.90
31	B-31	10234166.80	3500702.13
32	B-32	10234231.64	3501502.40
33	B-33	10234694.18	3502614.69
34	B-34	10235243.90	3503329.16
35	B-35	10235236.72	3502821.62
36	B-36	10235534.43	3502383.81

BORING TABLE			
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46	B-46	10235306.33	3503556.37
47	B-47	10235414.76	3503950.50
48	B-48	10235456.38	3504297.26
49	B-49	10235562.94	3504433.97
50	B-50	10236231.51	3504503.96
51	B-51	10236928.12	3504579.87
52	B-52	10237583.35	3504645.95
53	B-53	10238404.08	3504732.54
54	B-54	10239077.32	3504821.53

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55	B-55	10239690.28	3504916.44
56	B-56	10240303.86	3505064.10
57	B-57	10240380.71	3505091.23



75% SUBMITTAL

Freeze and Nichols, Inc.
Texas Registered Engineering Firm F-2144
06/13/2025

FREEZE & NICHOLS
10497 Town and Country Way,
Suite 500
Houston, Texas 77024
Phone - (713) 600-6800
Web - www.freeze.com

CITY OF COLLEGE STATION, TEXAS

WELLS 10, 11, 12 AND COLLECTION LINE

GENERAL

SHEET LAYOUT AND BORING LOCATION PLAN

SEQ. 7 OF 121

F&N JOB NO. CCL24267
DATE MAY 2025
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DRAWN JAE
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APPROVED JAW
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NO. SHEET G-7

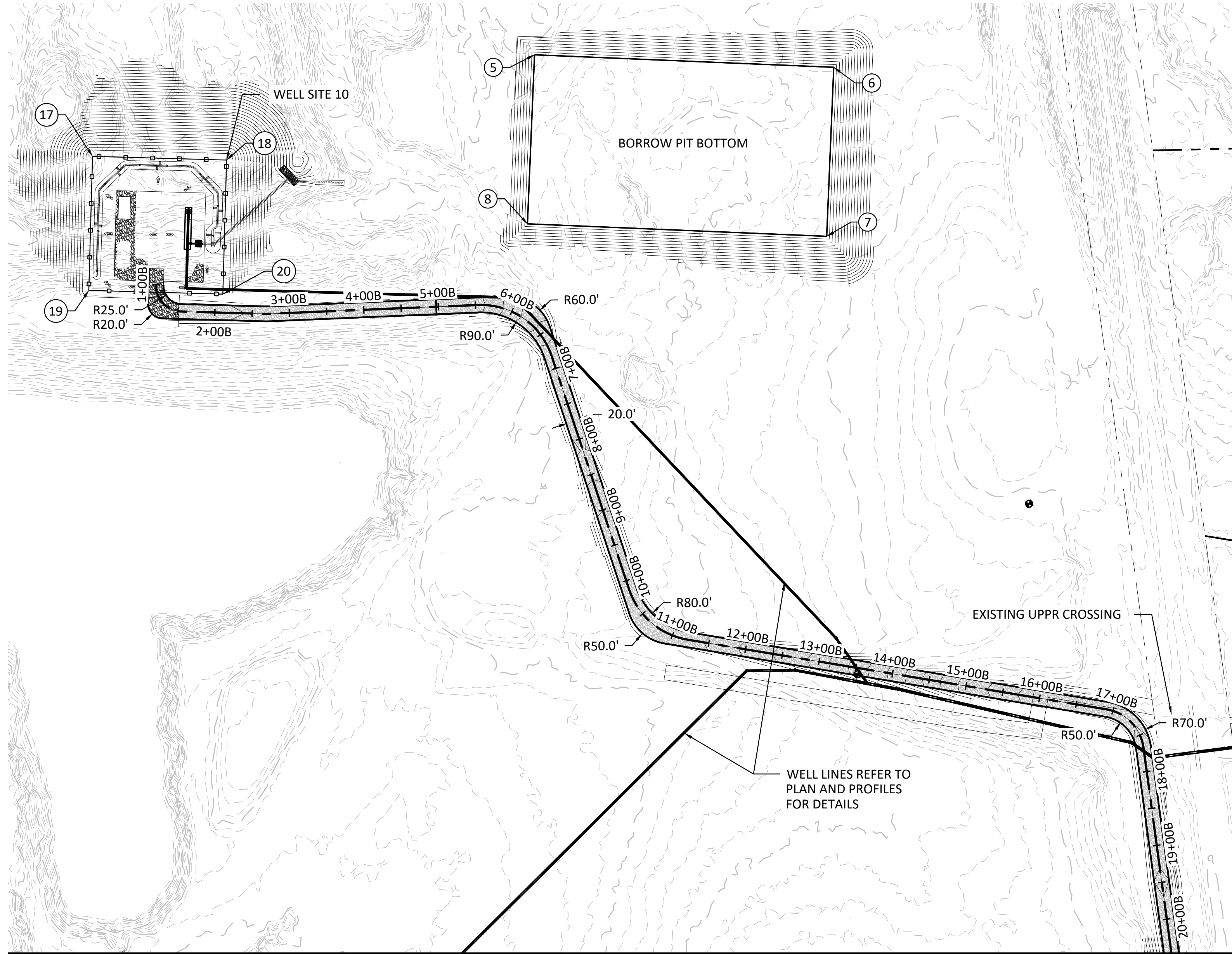
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Page 920 of 1012

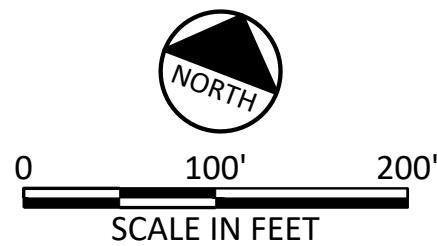
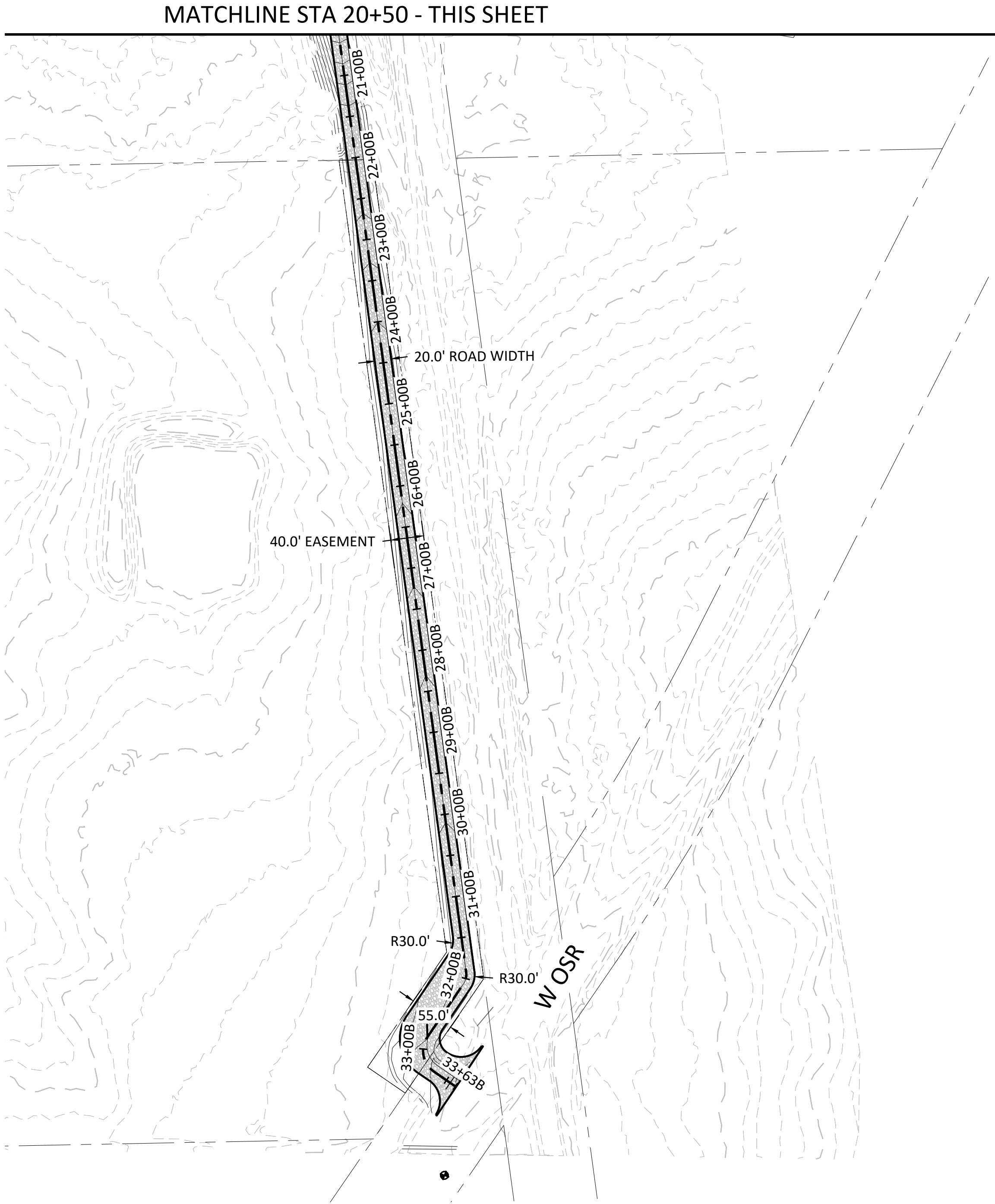
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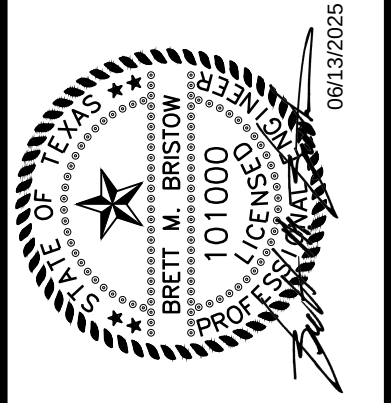
MATCHLINE STA 20+50 - THIS SHEET

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7	10235756.66	3502787.32	BARROW PIT WELL 10
8	10235628.24	3502406.38	BARROW PIT WELL 10
17	10235503.39	3501828.99	WELL 10 NW CORNER
18	10235563.24	3501998.70	WELL 10 NE CORNER
19	10235333.64	3501888.86	WELL 10 SW CORNER
20	10235393.51	3502058.61	WELL 10 SE CORNER

1 WELL 10 SITE PLAN
1"=100'



75% SUBMITTAL



FREES & NICHOLS
10497 Town and Country Way,
Suite 500
Houston, Texas 77024
Phone - (713) 600-6800
Web - www.freese.com

CITY OF COLLEGE STATION, TEXAS
WELLS 10, 11, 12 AND COLLECTION LINE

CIVIL

WELL 10 SITE PLAN

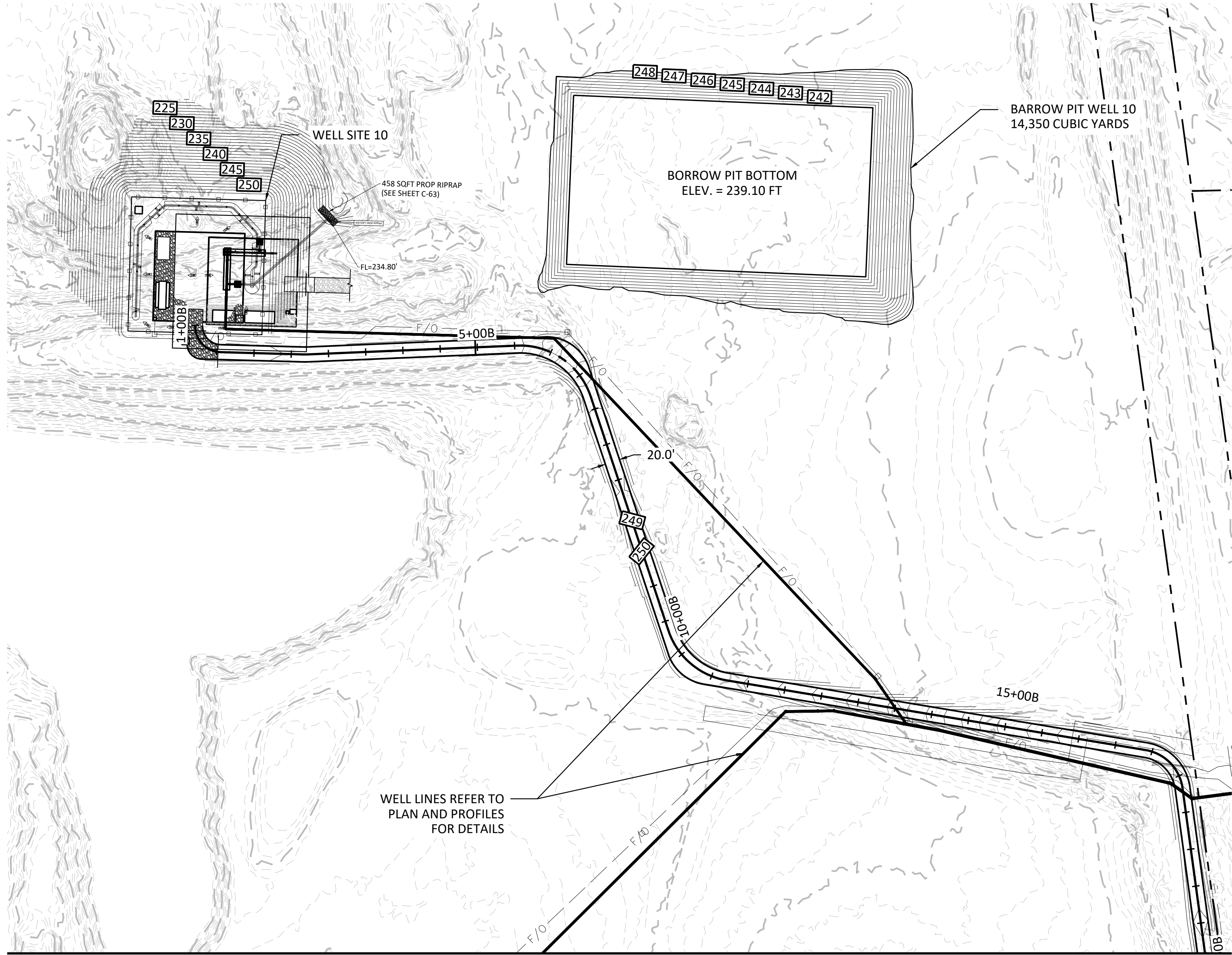
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SEQ. 12 OF 121

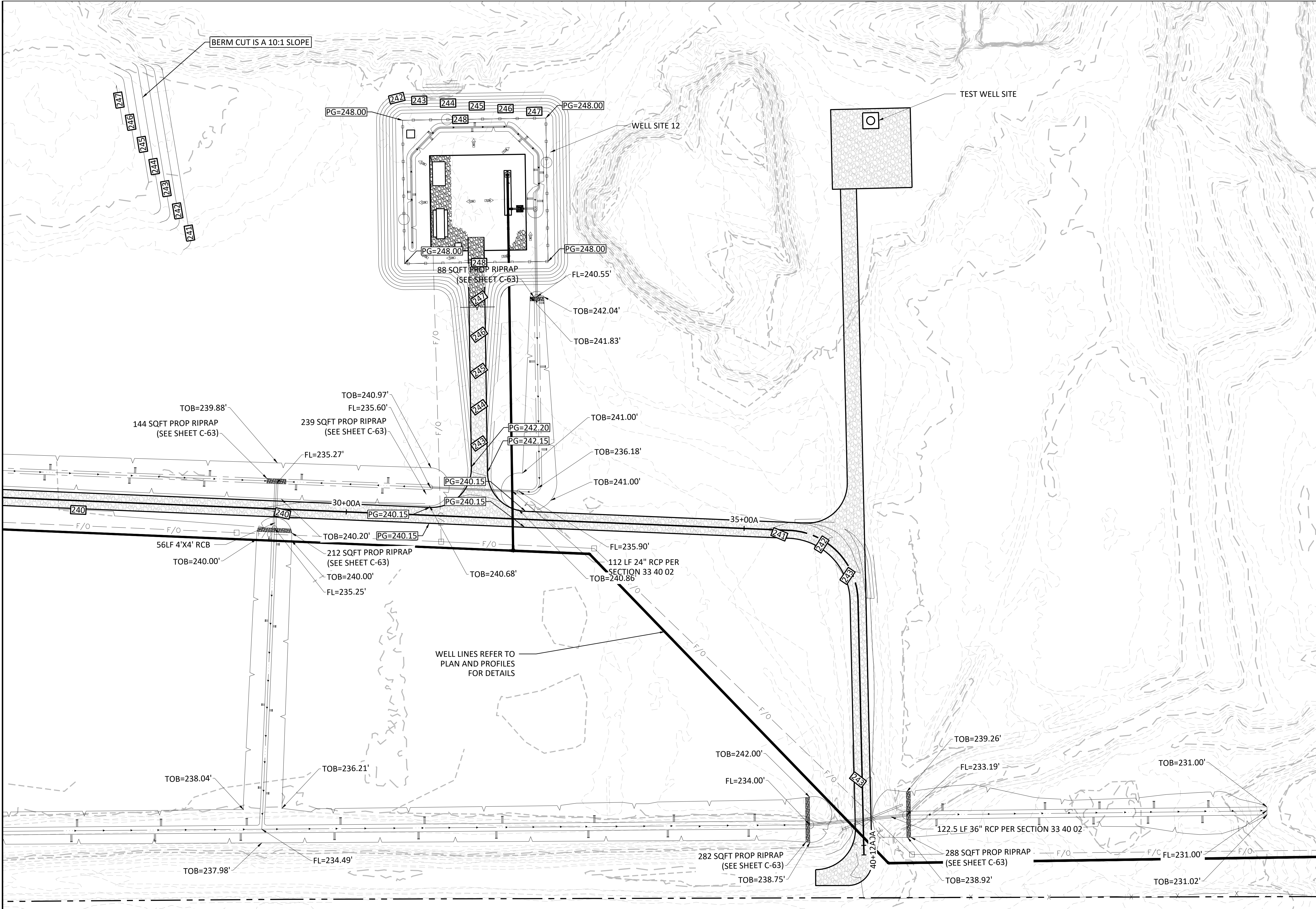
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MATCHLINE SHEET C-18



1

WELL 12 GRADING PLAN

1"=60'



0 20' 40' 60' 120'
SCALE IN FEET

75% SUBMITTAL

NO.	ISSUE	BY	DATE	F&N JOB NO.	CCL24267
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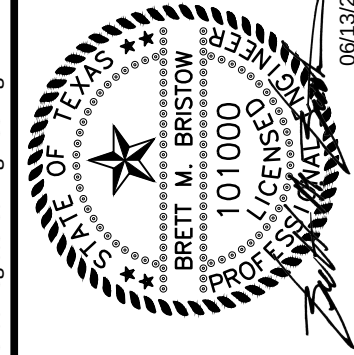
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CITY OF COLLEGE STATION, TEXAS
WELLS 10, 11, 12 AND COLLECTION LINE

CIVIL

WELL 12 GRADING PLAN

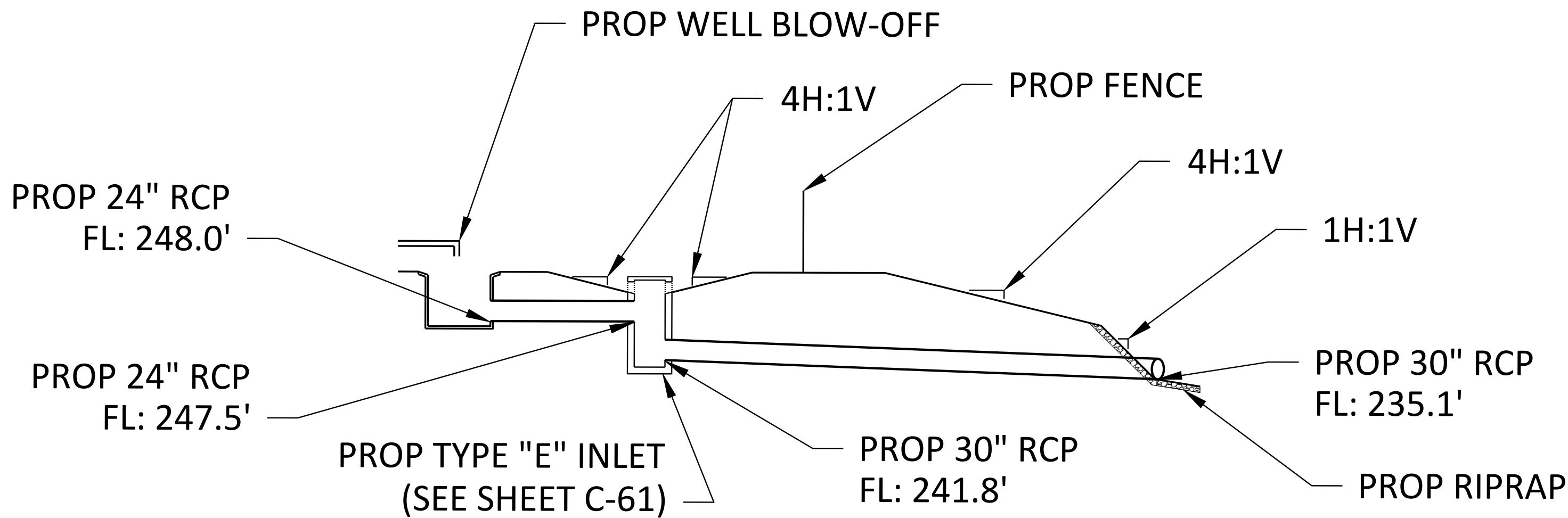
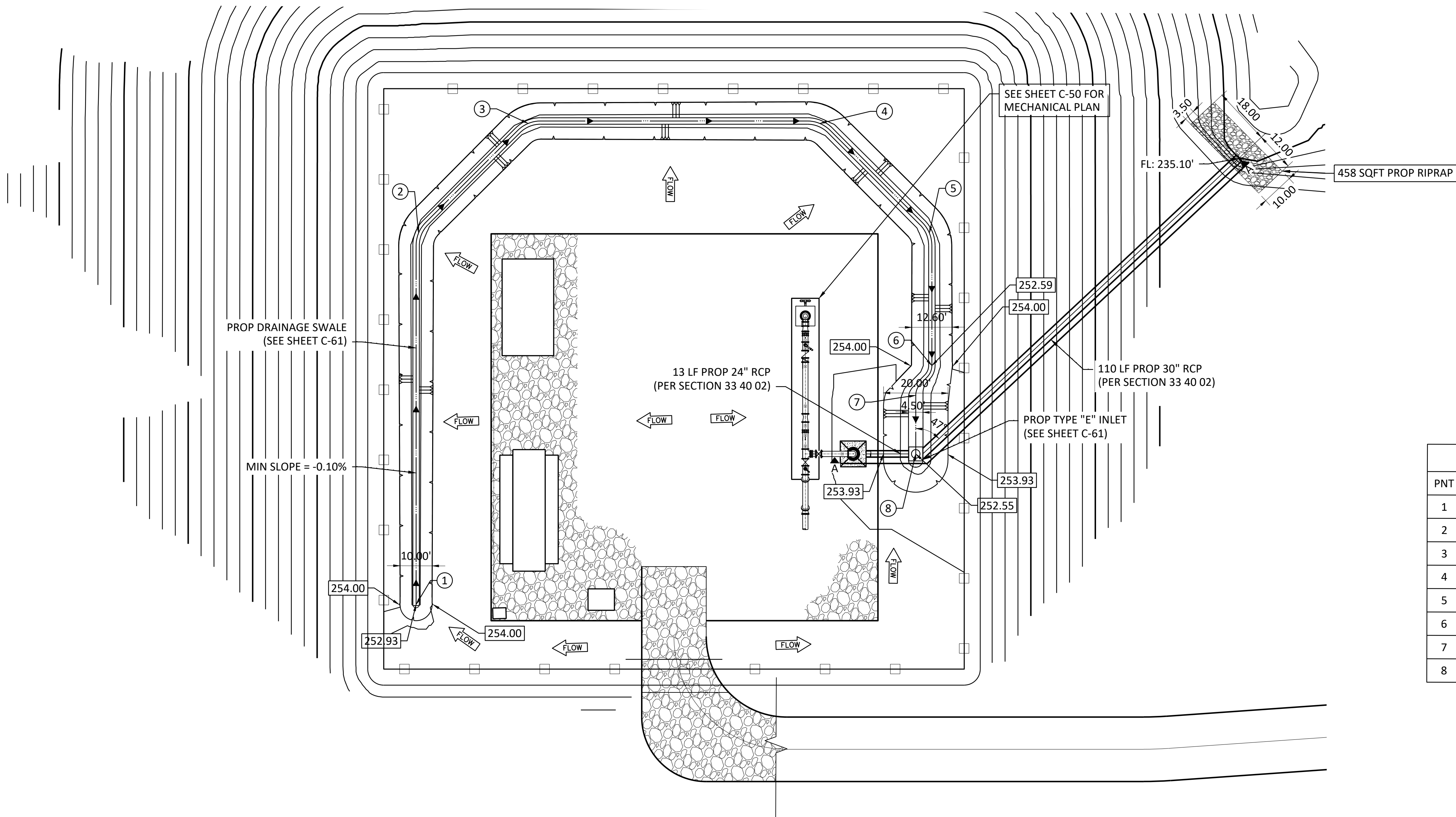
Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144



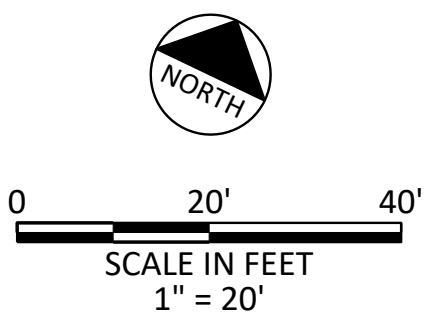
FREES & NICHOLS
10497 Town and Country Way,
Suite 500
Houston, Texas 77024
Phone - (713) 600-6800
Web - www.freese.com

06/13/2025

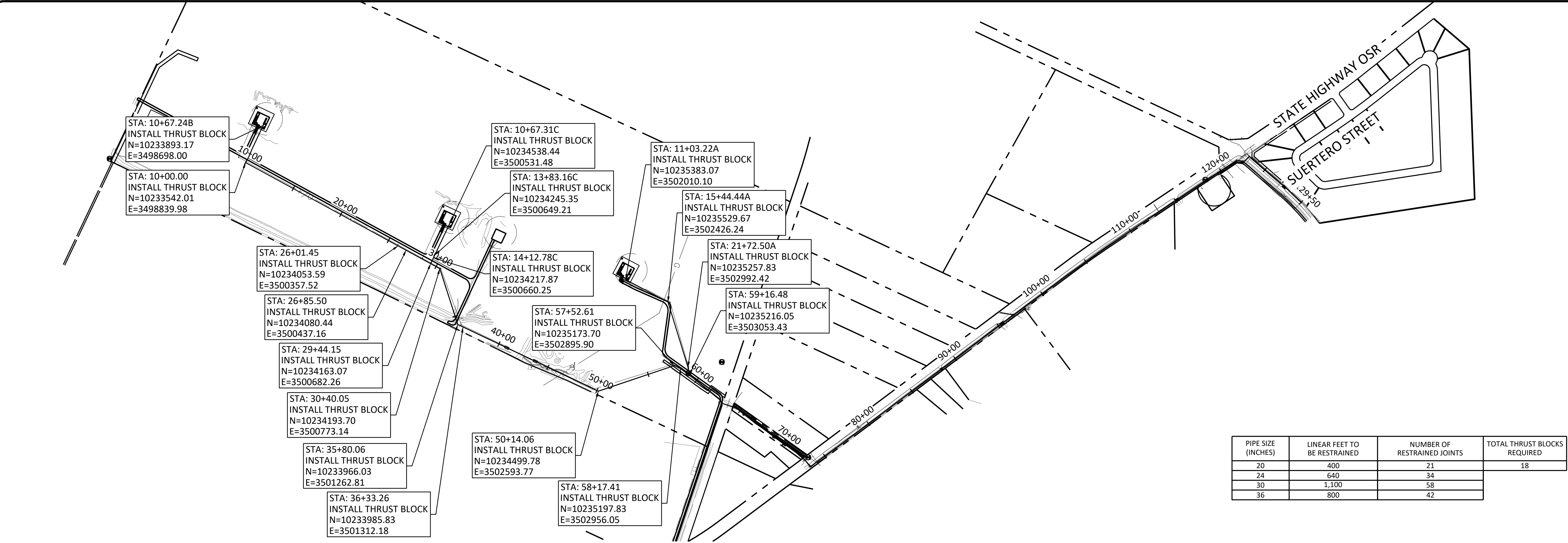
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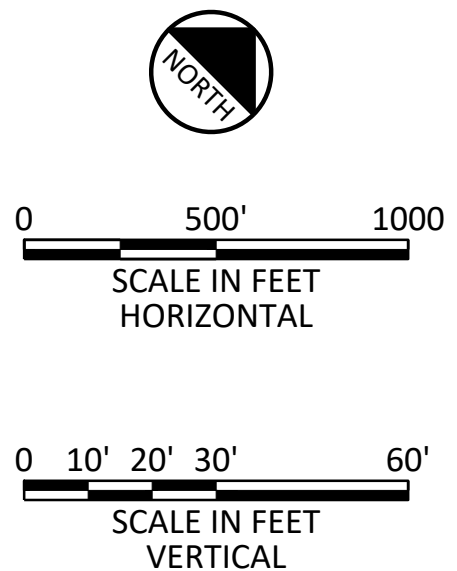
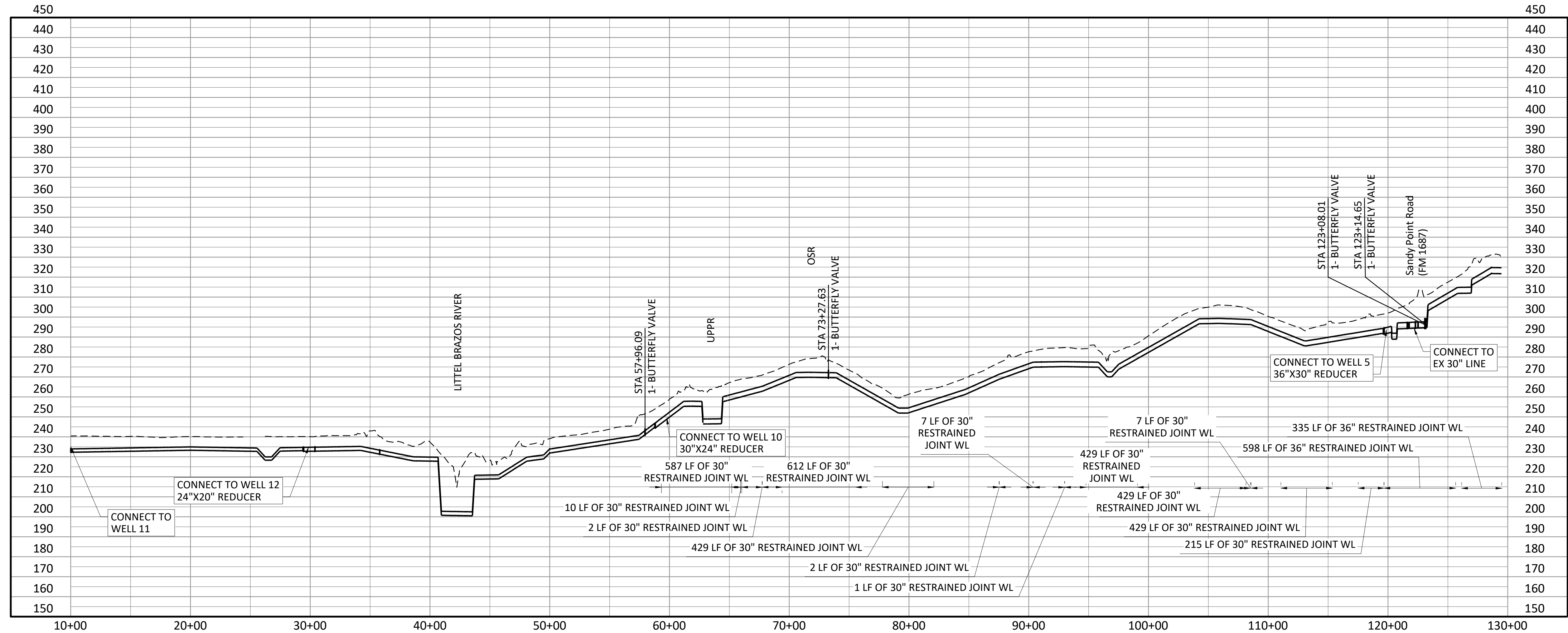
POINT TABLE			
PNT	NORTHING	EASTING	ELEVATION
1	10235355.83	3501891.64	252.93
2	10235464.75	3501854.03	252.81
3	10235508.14	3501874.79	252.77
4	10235538.22	3501960.10	252.68
5	10235517.46	3502003.49	252.63
6	10235478.92	3502017.88	252.59
7	10235468.58	3502016.23	252.57
8	10235451.45	3502022.27	252.55



ACAD Ref: 25.0s (LMSTech)
Filename: N:\WTU\Drawings\CV-PPL-PP-CPS.dwg
Last Saved: 7/11/2025 2:22 PM. Saved By: 08869



PIPE SIZE (INCHES)	LINEAR FEET TO BE RESTRAINED	NUMBER OF RESTRAINED JOINTS	TOTAL THRUST BLOCKS REQUIRED
20	400	21	18
24	640	34	
30	1,100	58	
36	800	42	



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Phone - (713) 600-6800
Web - www.freeze.com

CITY OF COLLEGE STATION, TEXAS

WELLS 10, 11, 12 AND COLLECTION LINE

GENERAL

NO. 1

DATE

BY

ISSUE

7/10/2025

DMH

7/10/2025

7/10/2025

7/10/2025

DMH

7/10/2025

7/10/2025

7/10/2025

DMH

7/10/2025

7/10/2025

ADDITION 2

VERIFY SCALE

0

1

FILE NAME

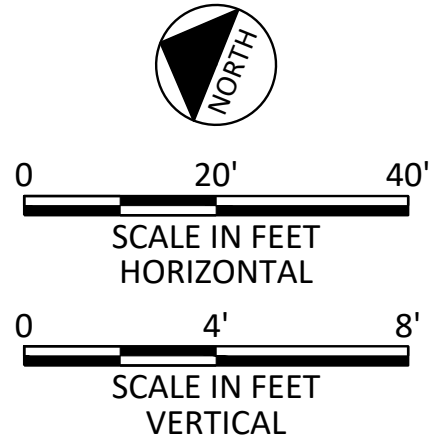
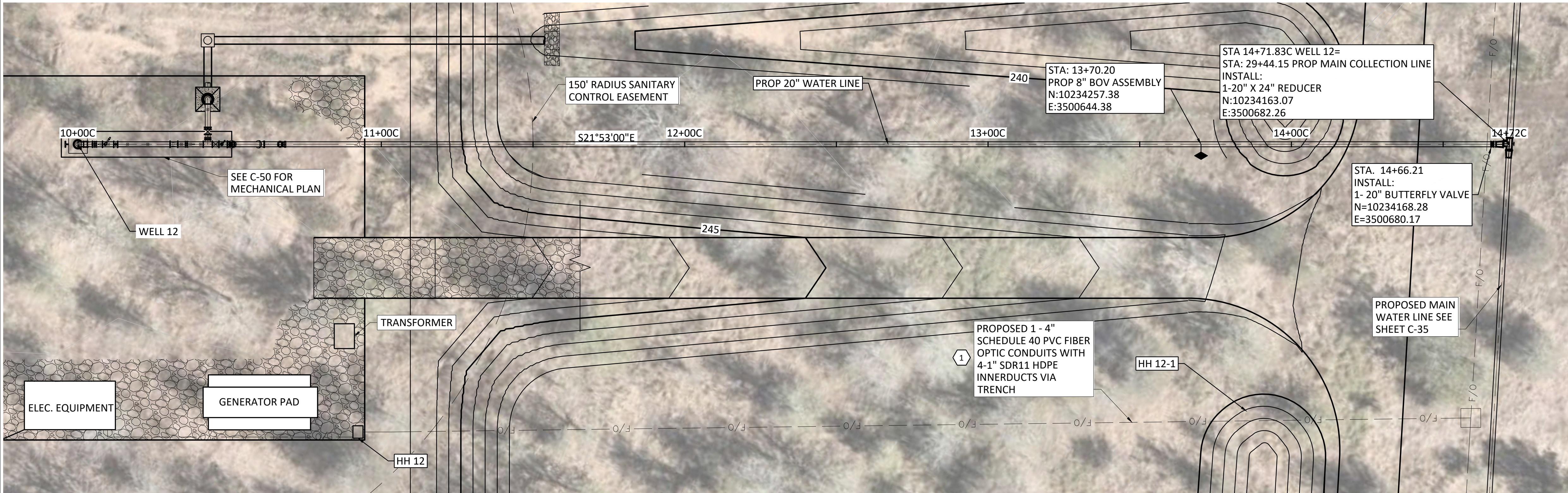
CV-PPL-PP-CPS.dwg

SEQ.

OF 121

RESTRAINED JOINT & THRUST BLOCK EXTENTS

G-11

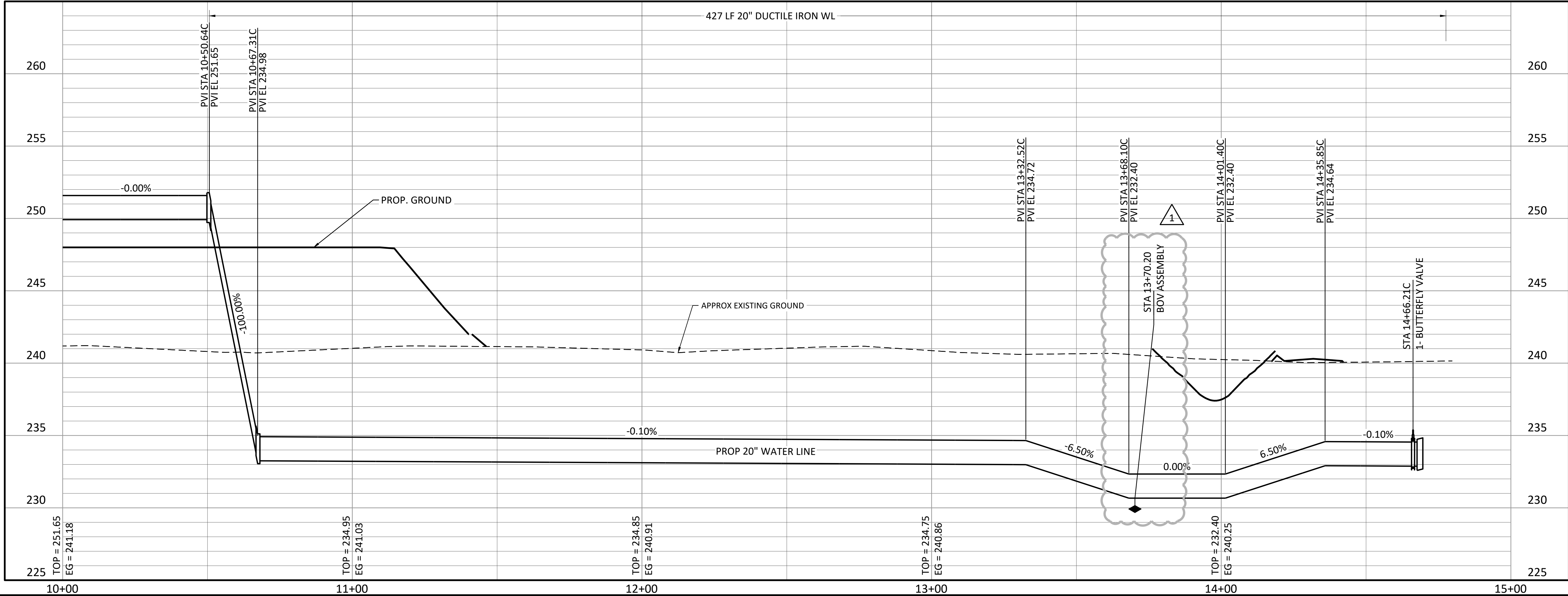


NOTES:

- CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
- MINIMUM LIME REQUIREMENT SHALL BE 8% BY WEIGHT APPLIED. SEE SPECIFICATION SECTION 31 32 13.19

NOTES BY SYMBOL:

- "FIBER-W11" 48 STRAND SINGLEMODE FIBER OPTIC CABLE.



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CITY OF COLLEGE STATION, TEXAS

WELLS 10, 11, 12 AND COLLECTION LINE

CIVIL

NO.	ISSUE	BY	DATE	F&N JOB NO.
				CCL24267
			DATE	AUG 2025
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			DRAWN	CAE
			CHECKED	DMH
			APPROVED	IVW
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ADDENDUM 2

VERIFY SCALE

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SHEET

C-32

SEQ.

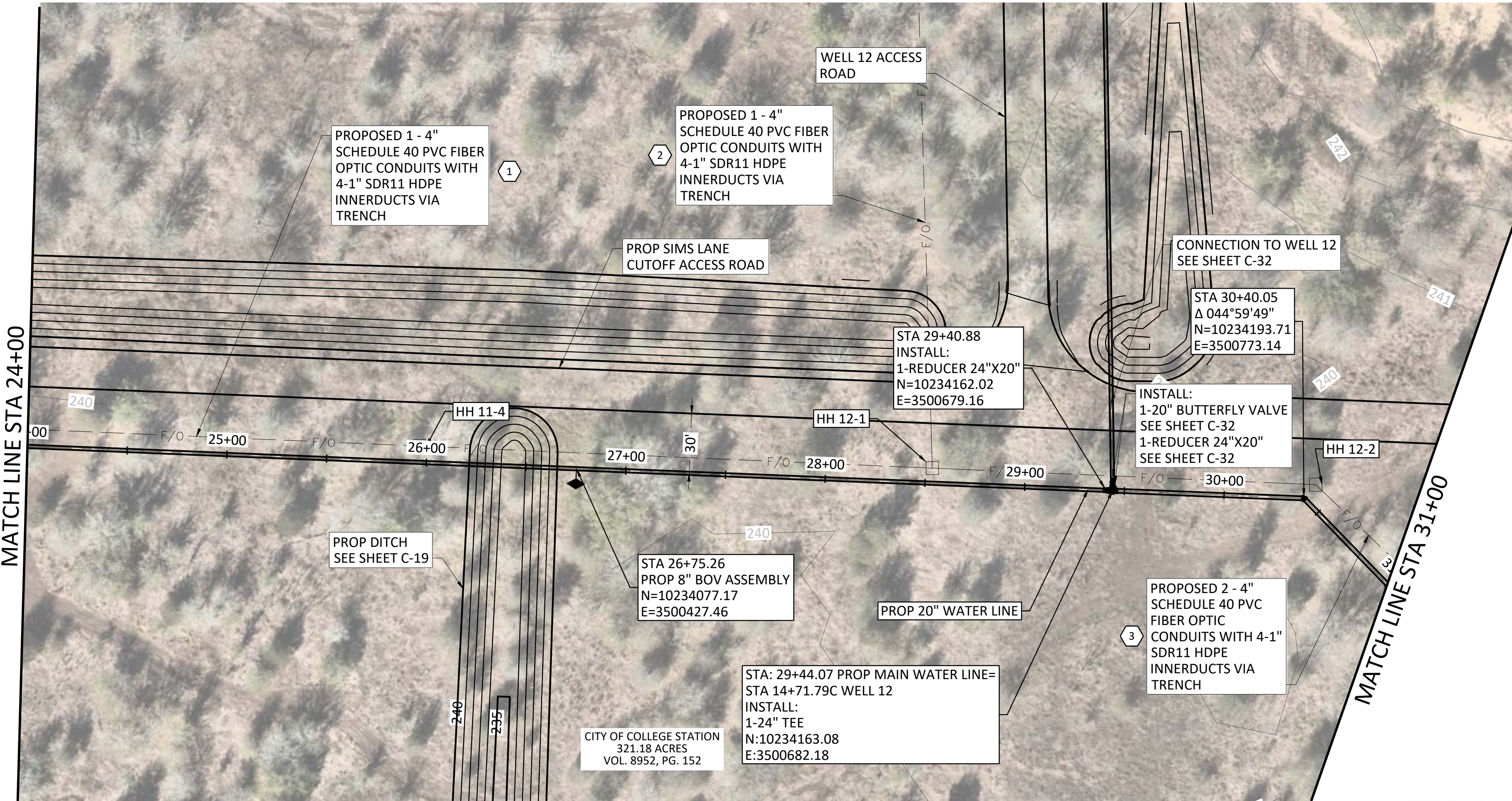
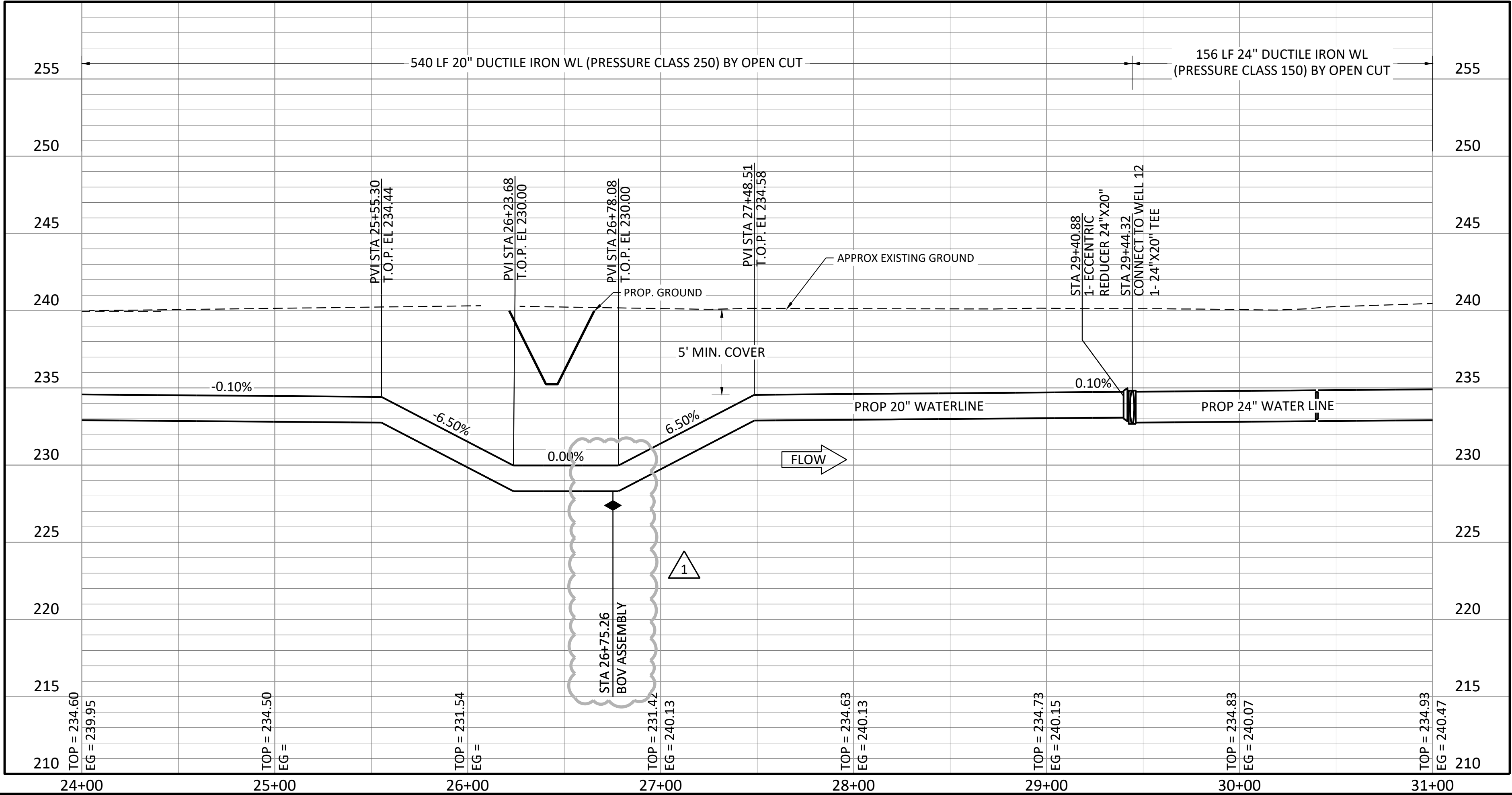
42 OF 121

WELL 12 PLAN AND PROFILE

Page 926 of 1012

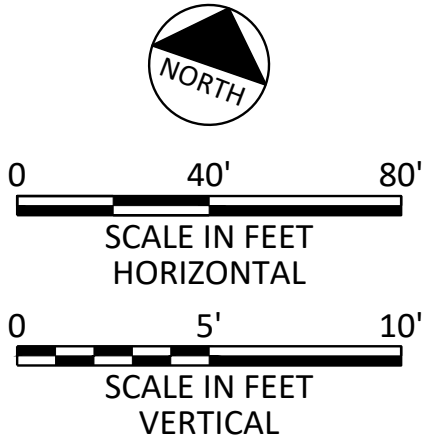
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- NOTES:
- CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
- NOTES BY SYMBOL: "X"
- "FIBER-W11" 48 STRAND SINGLEMODE FIBER OPTIC CABLE.
 - "FIBER-W12" 48 STRAND SINGLEMODE FIBER OPTIC CABLE.
 - "FIBER-W11"AND "FIBER-W12" 48 STRAND SINGLEMODE FIBER OPTIC CABLE.



CITY OF COLLEGE STATION, TEXAS
WELLS 10, 11, 12 AND COLLECTION LINE

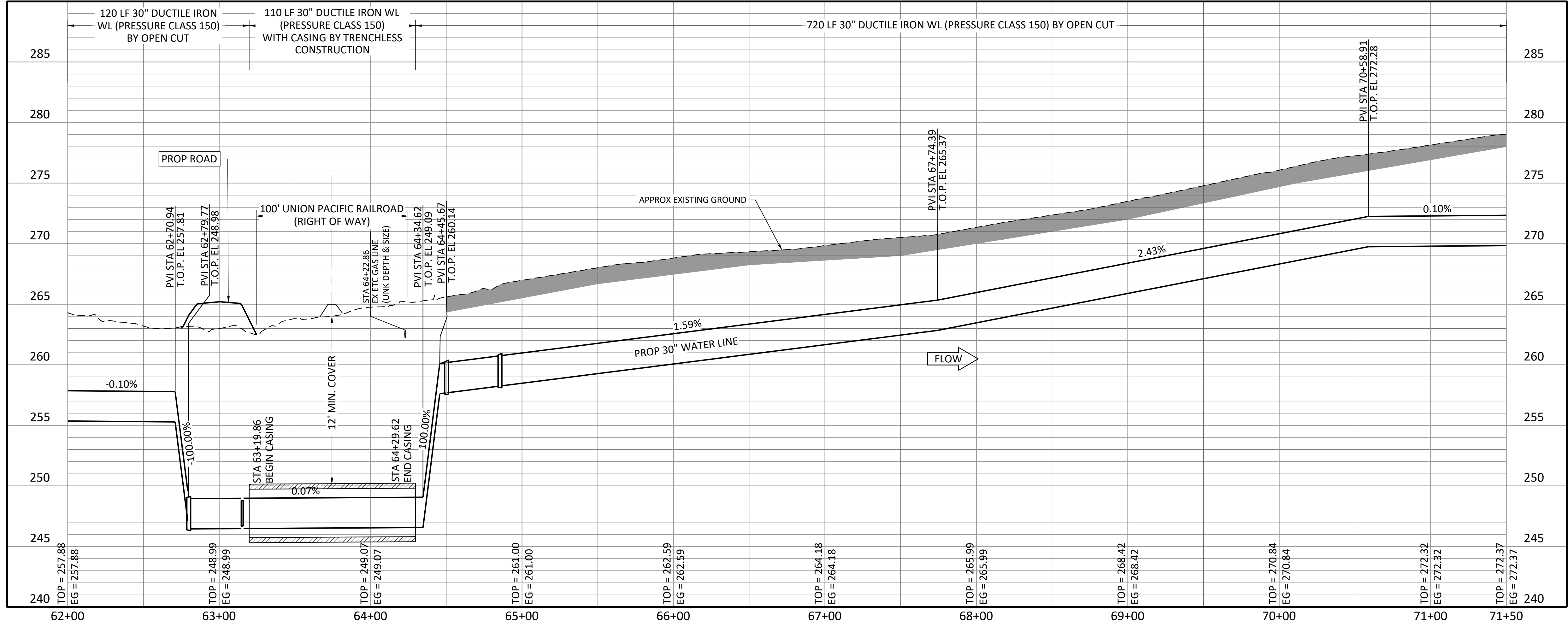
PLAN AND PROFILE STA 24+00 TO STA 31+00

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				CHECKED	DMH
				APPROVED	IVW
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				Bar Scale is one inch on original drawing.	
				1: if not one inch on this sheet, adjust scale.	
				SHEET	C-35
				SEQ.	45 OF 121

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Web - www.freese.com

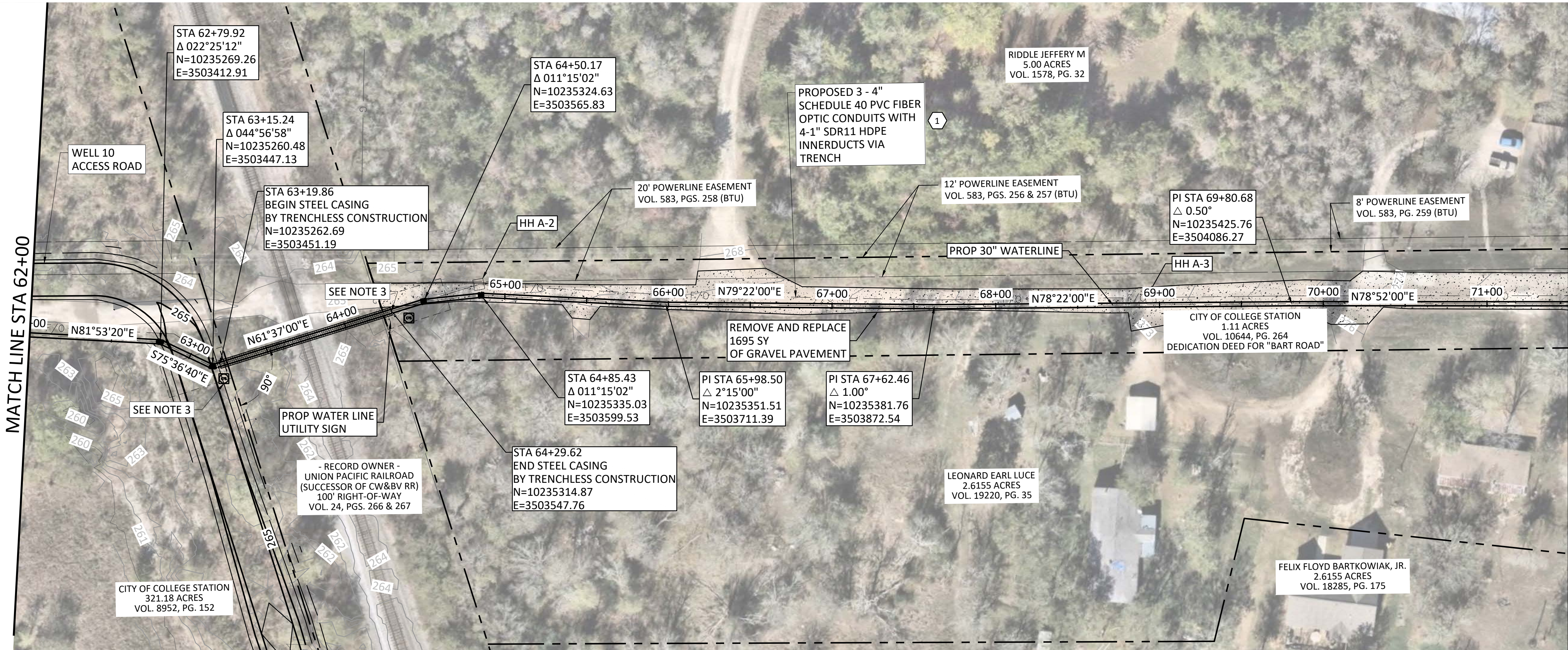
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PROVISIONS OF THE CARLOS ROBERTO
TEJAS ACT, CHAPTER 163, SUBCHAPTER
C, ACT 2009, 86TH LEGISLATIVE
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MATCH LINE STA 62+00

MATCH LINE STA 71+50



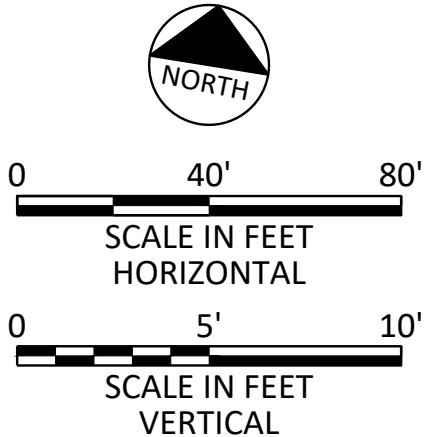
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NOTES:

- CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
- CONTRACTOR TO PROVIDE 2 - 4" HDPE CONDUITS WITHIN FULL LIMITS OF TUNNEL LINER FOR FIBER OPTIC.
- STA 63+19 INSTALL CASING TEST STATION SEE DETAIL 1/C-59. STA 64+29 INSTALL CASING TEST STATION SEE DETAIL 1/C-59.

NOTES BY SYMBOL:

- "FIBER-W11", "FIBER-W12", AND "FIBER-W10" 48 STRAND SINGLEMODE FIBER OPTIC CABLE.



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Web - www.freezeandnichols.com

WELLS 10, 11, 12 AND COLLECTION LINE

CITY OF COLLEGE STATION, TEXAS

CIVIL

PLAN AND PROFILE STA 62+00 TO STA 71+50

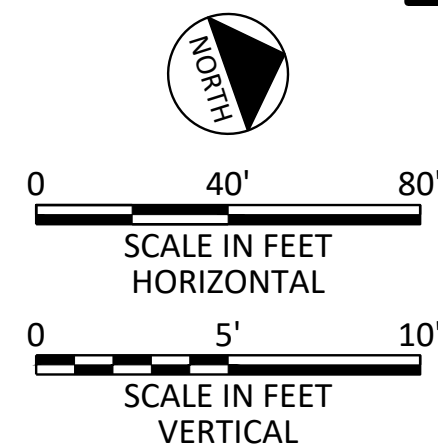
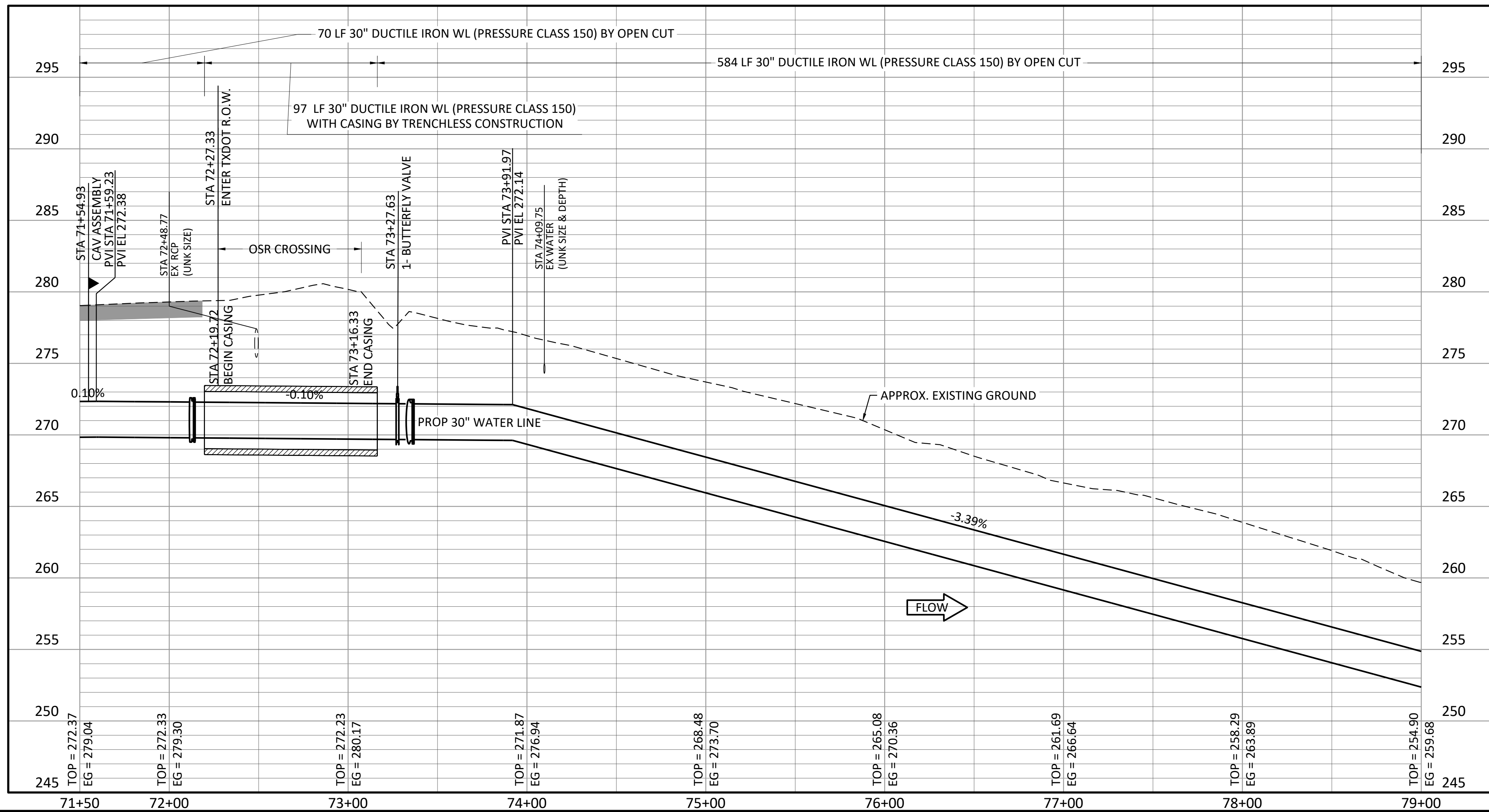
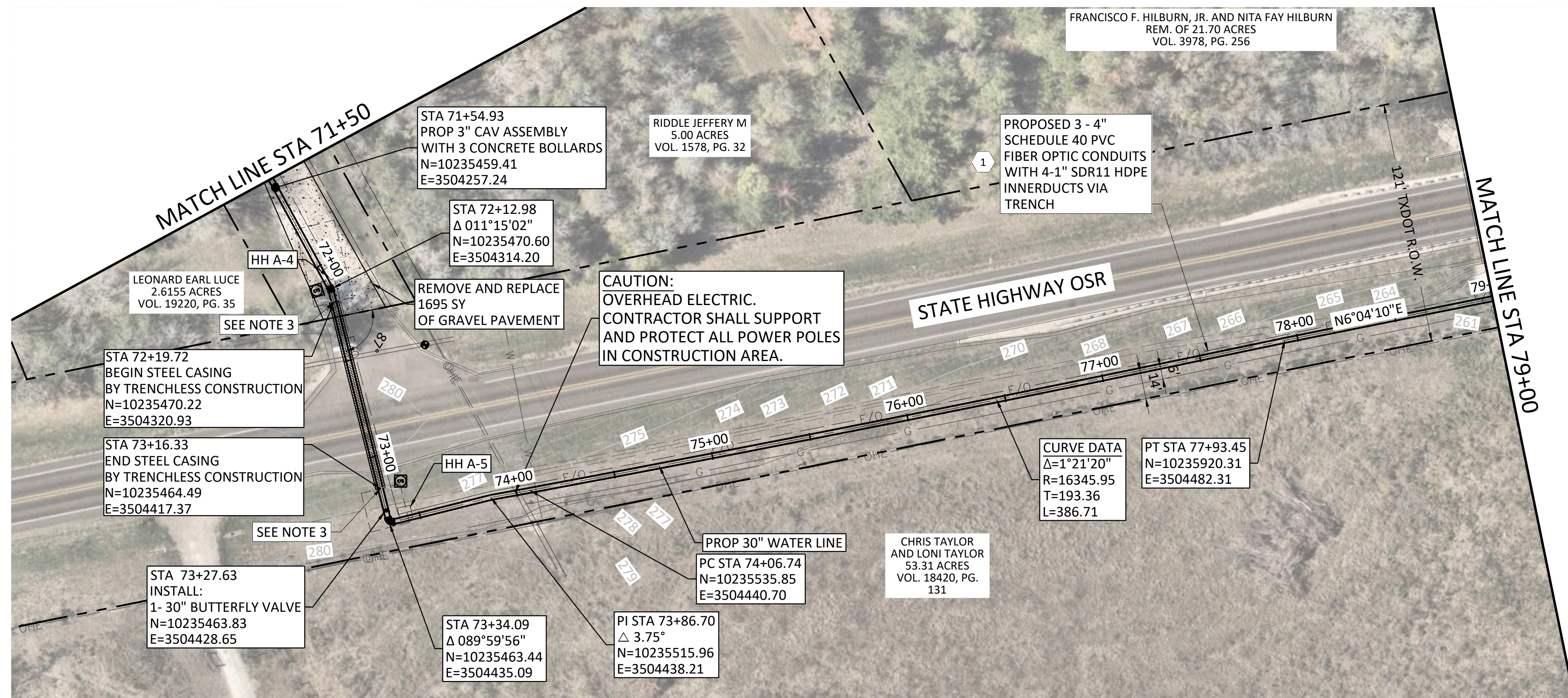
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3	DRAWN		JAE	
4	CHECKED		AGO	
5	APPROVED		IVW	
6	FILE NAME			CV-PPL-PP-01.dwg

ADDENDUM 2
VERIFY SCALE
0 1
Bar Scale is one inch on original drawing.
1 if not one inch on this sheet, adjust scale.

C-42

52 OF 121

100% SUBMITTAL



NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR TO PROVIDE 2 - 4" HOPE CONDUITS WITHIN FULL LIMITS OF TUNNEL LINER FOR FIBER OPTIC.
3. STA 72+19 INSTALL CASING TEST STATION SEE DETAIL 1/C-59. STA 73+16 INSTALL CASING TEST STATION SEE DETAIL 1/C-59.

NOTES BY SYMBOL: "X"

4. "FIBER-W11", "FIBER-W12",
AND "FIBER-W10" 48 STRAND
SINGLEMODE FIBER OPTIC
CABLE.

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TEXAS NO: 94948 ON DATE: 05/30/2025
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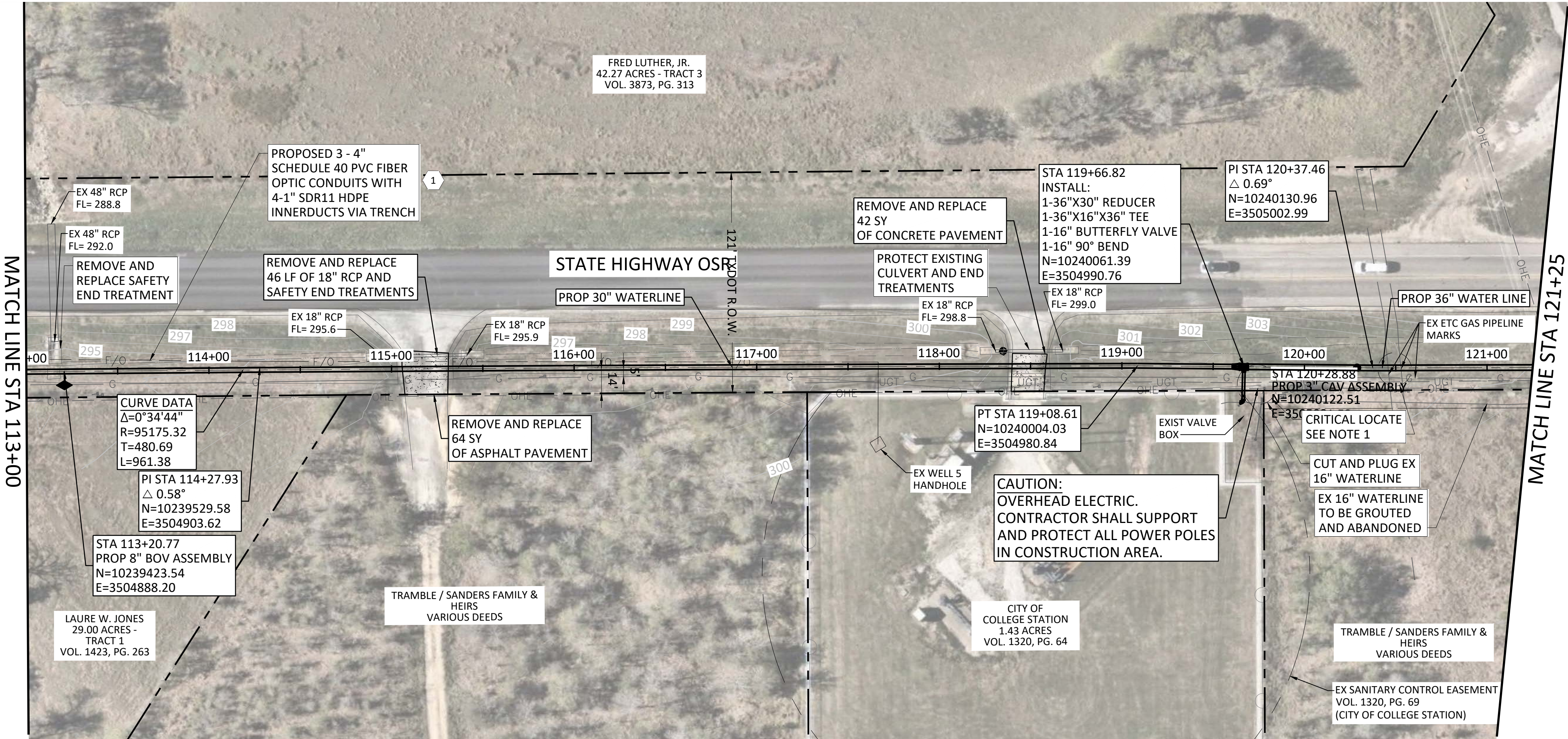
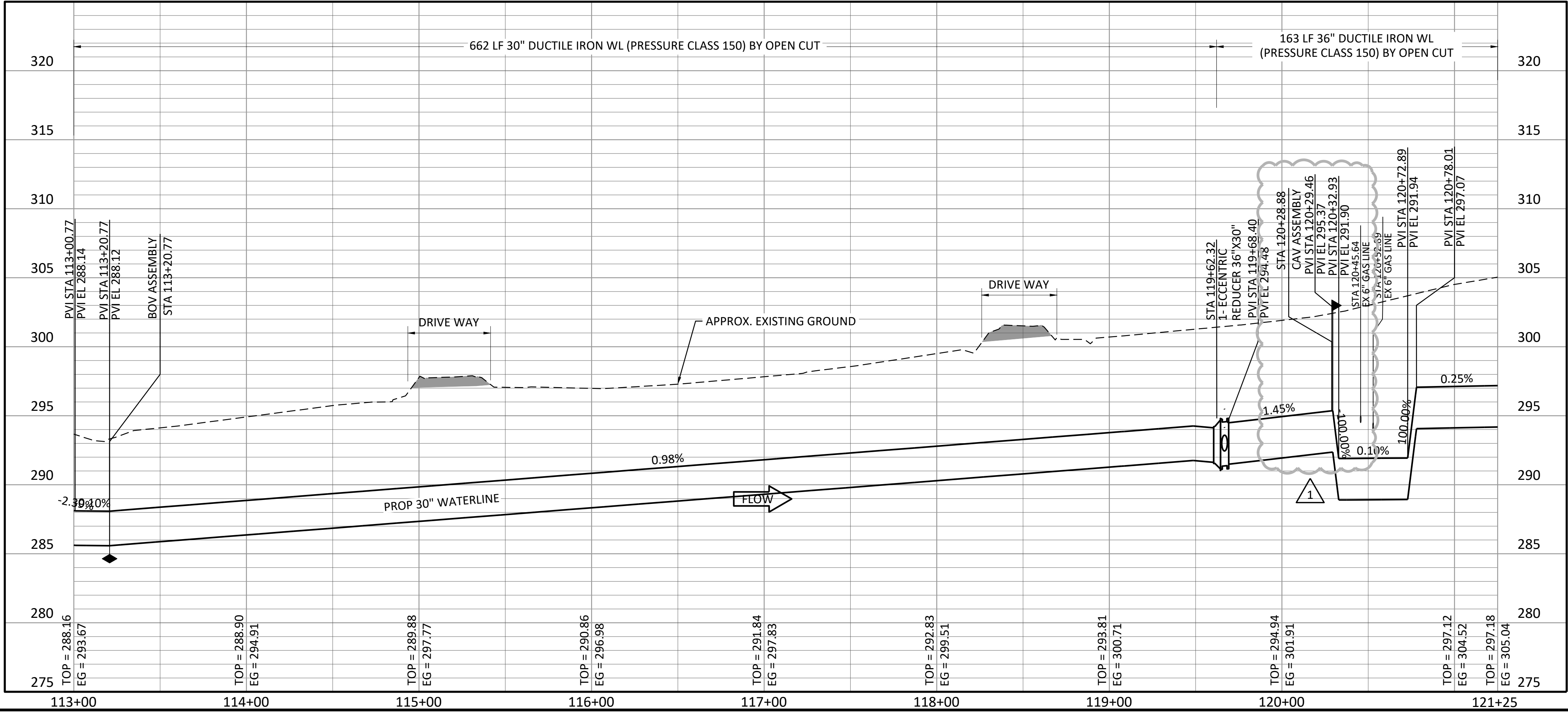
10497 Town and Country Way,
Suite 500
Houston, Texas 77024
Phone - (713) 600-6800
Web - www.freese.com

CITY OF COLLEGE STATION, TEXAS

WELLS 10, 11, 12 AND COLLECTION LINE

CIVIL
PLAN AND PROFILE STA 71+50 TO STA 79+00

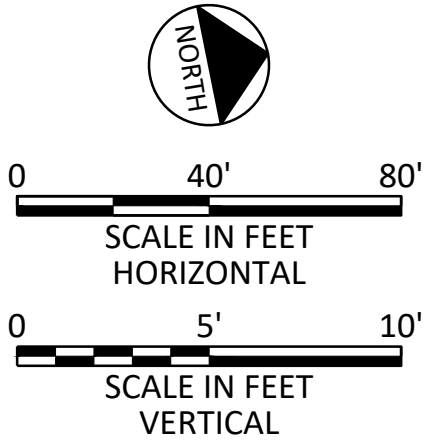
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				AGO
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Bar Scale is one inch on original drawing.				
VERIFY SCALE 1				
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FILE NAME				
CV-PPL-PP-Q2.dwg				
APPROVED				
JWV				



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NOTES BY SYMBOL: "X" =
1. "FIBER-W11", "FIBER-W12", AND
"FIBER-W10" 48 STRAND
SINGLEMODE FIBER OPTIC CABLE.

NOTES:
1. CONTRACTOR SHALL VERIFY
LOCATION AND DEPTH OF ALL
UTILITIES PRIOR TO BEGINNING OF
CONSTRUCTION.
2. PROTECT EXISTING WATER WELL
FENCING, KEYPAD AND BOLLARDS.
3. CONTRACTOR SHALL MAINTAIN
ACCESS TO DRIVEWAYS AT ALL
TIMES. CONTRACTOR SHALL
COORDINATE CONSTRUCTION
PHASING WITH PROPERTY OWNER
AND PLACE TRAFFIC CONTROL
DEVICES TO PROTECT WORK ZONE
AS REQUIRED.
4. CONTRACTOR SHALL NOTIFY
HOMEOWNER AT LEAST 1 WEEK IN
ADVANCE BEFORE PERFORMING
CONSTRUCTION ACTIVITIES ON
DRIVEWAY.



NO.	ISSUE	BY	DATE	F&N JOB NO.
				CCL24267
			DESIGNED	DATE
			DRAWN	AUG 2025
			CHECKED	JAE
			APPROVED	AGO
ADDENDUM 2	DMH 7/10/2025			
VERIFY SCALE	Bar Scale is one inch on original drawing.			
0	1: if not one inch on this sheet, adjust scale.			
CV-PPL-PP-02.dwg				

CITY OF COLLEGE STATION, TEXAS		CIVIL
WELLS 10, 11, 12 AND COLLECTION LINE		
PLAN AND PROFILE STA 113+00 TO STA 121+25		

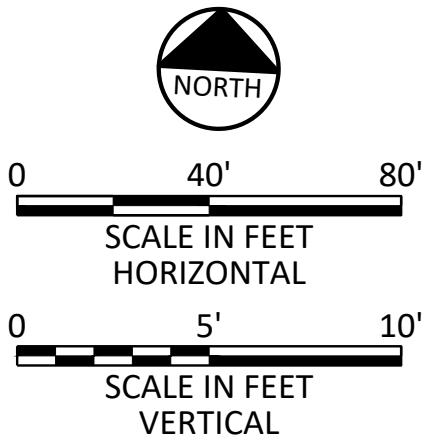
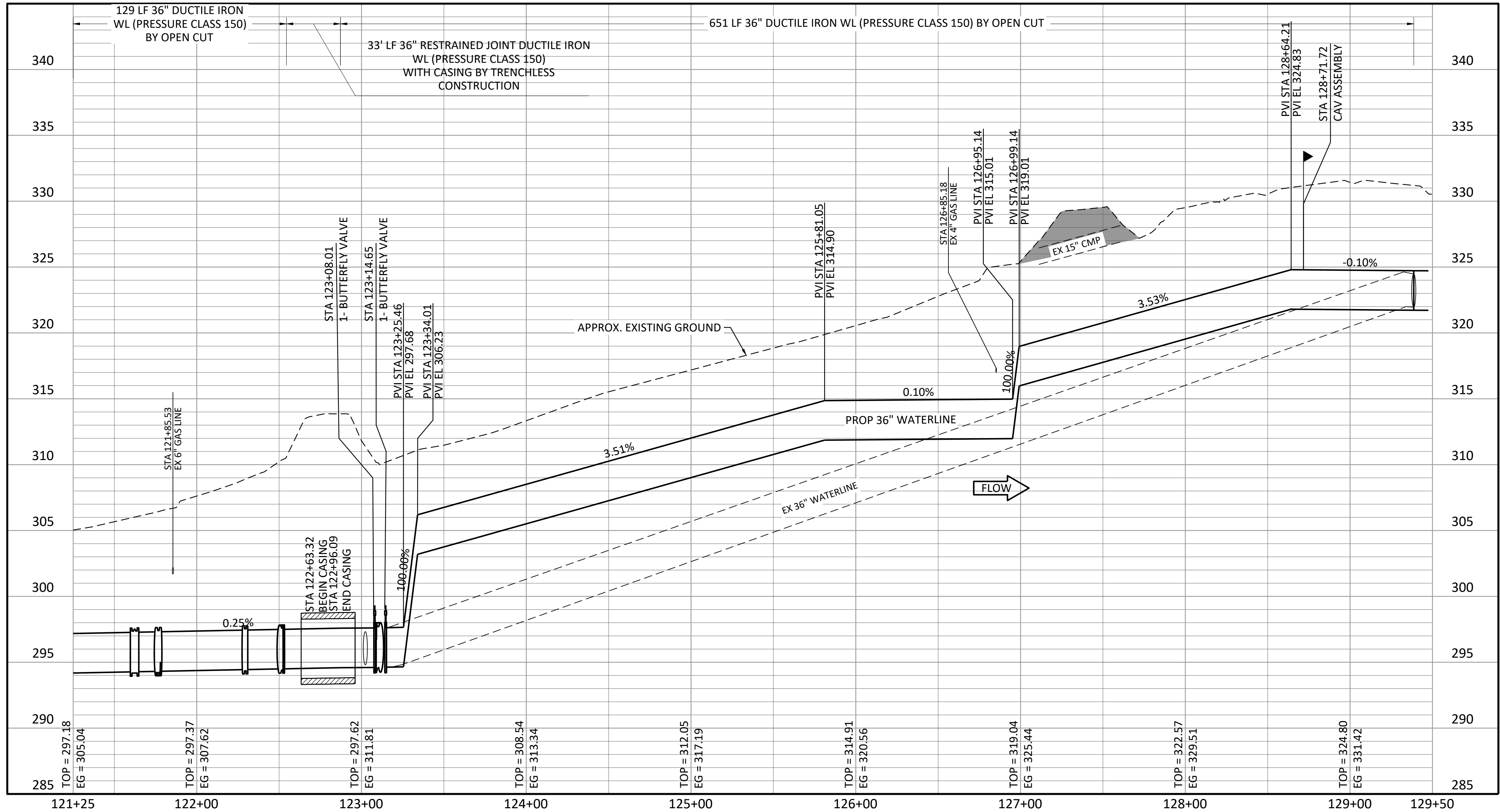
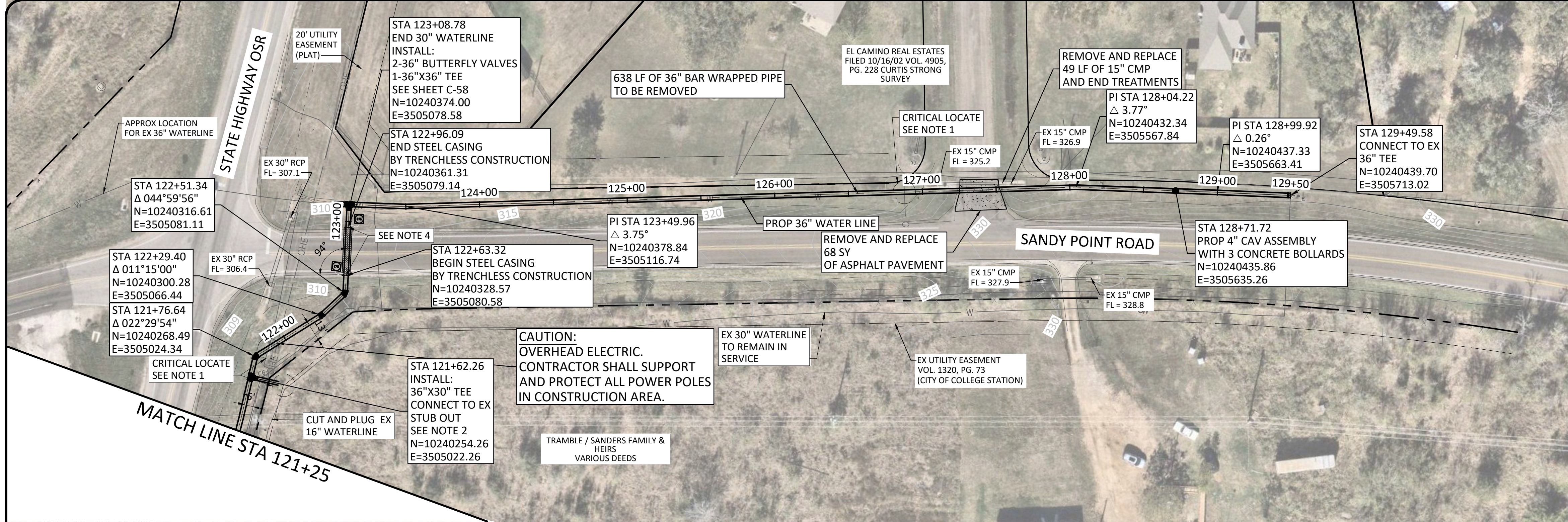
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Web - www.freese.com

Freeze and Nichols, Inc.
Texas Registered Engineering Firm F-2144



NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR TO CONFIRM LOCATION OF EXISTING 30" STUB OUT. ALL FITTINGS AND ADAPTERS ARE INCIDENTAL TO THE CONNECTION WITH THE PROPOSED 36" WATERLINE.
3. CONTRACTOR TO PROVIDE 2 - 4" HDPE CONDUITS WITHIN FULL LIMITS OF TUNNEL LINER FOR FIBER OPTIC.
4. STA 122+63 INSTALL CASING TEST STATION SEE DETAIL 1/C-59. STA 122+96 INSTALL CASING TEST STATION SEE DETAIL 1/C-59.

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Phone - (713) 600-6800
Web - www.freeze.com

CITY OF COLLEGE STATION, TEXAS
WELLS 10, 11, 12 AND COLLECTION LINE

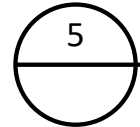
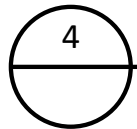
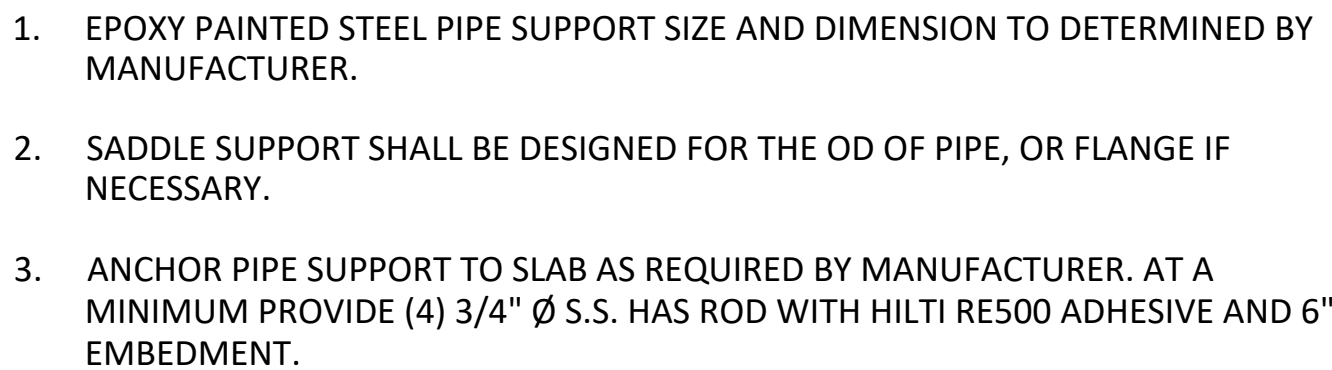
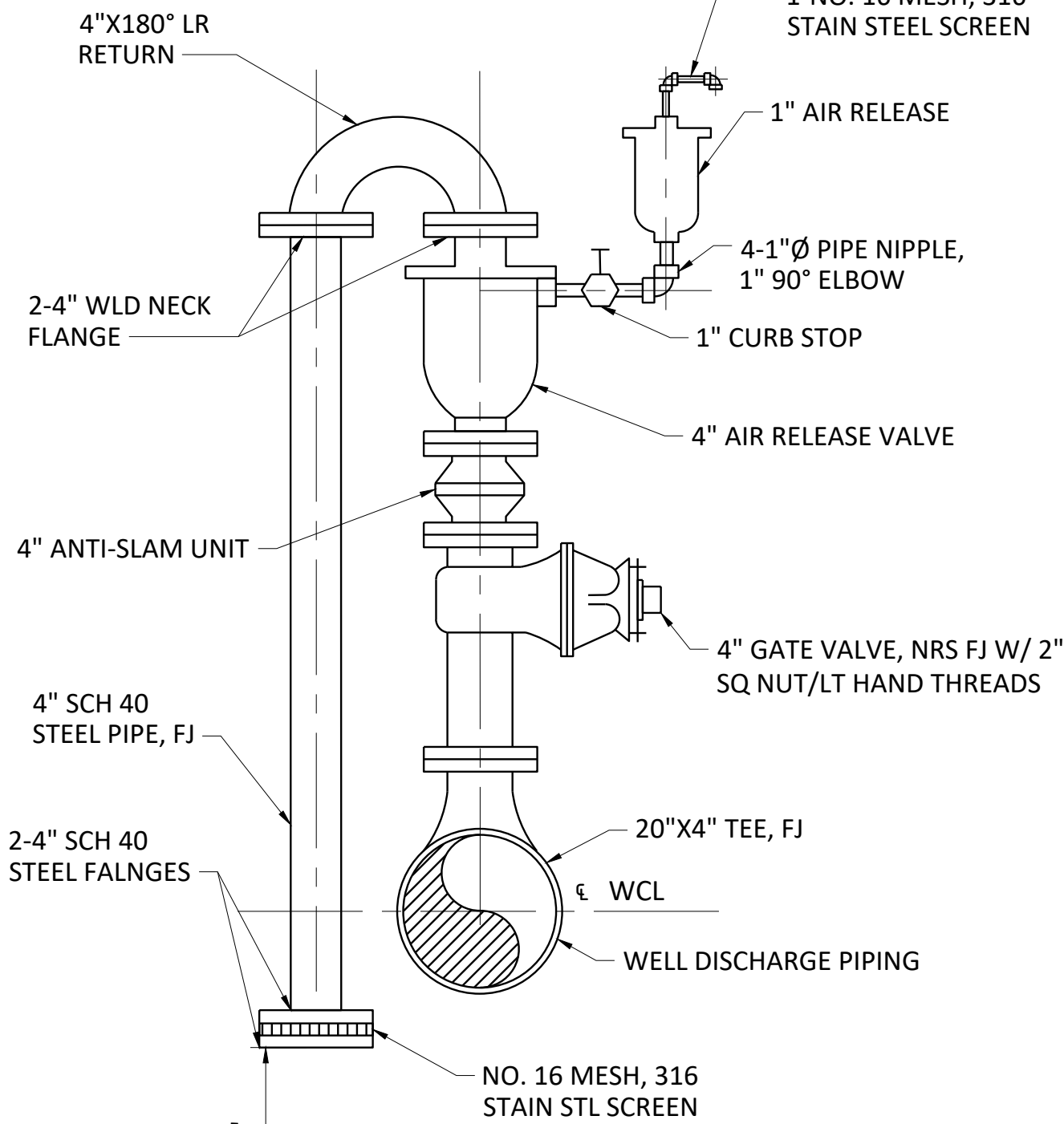
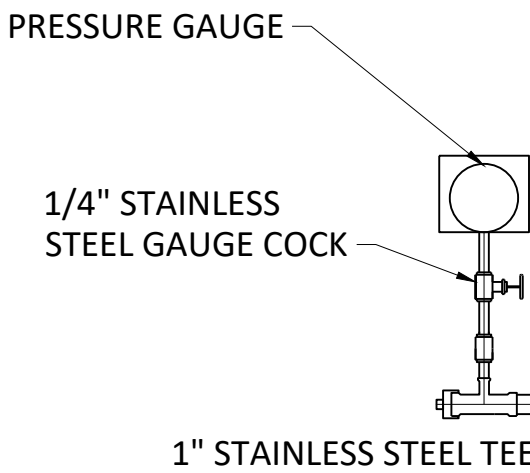
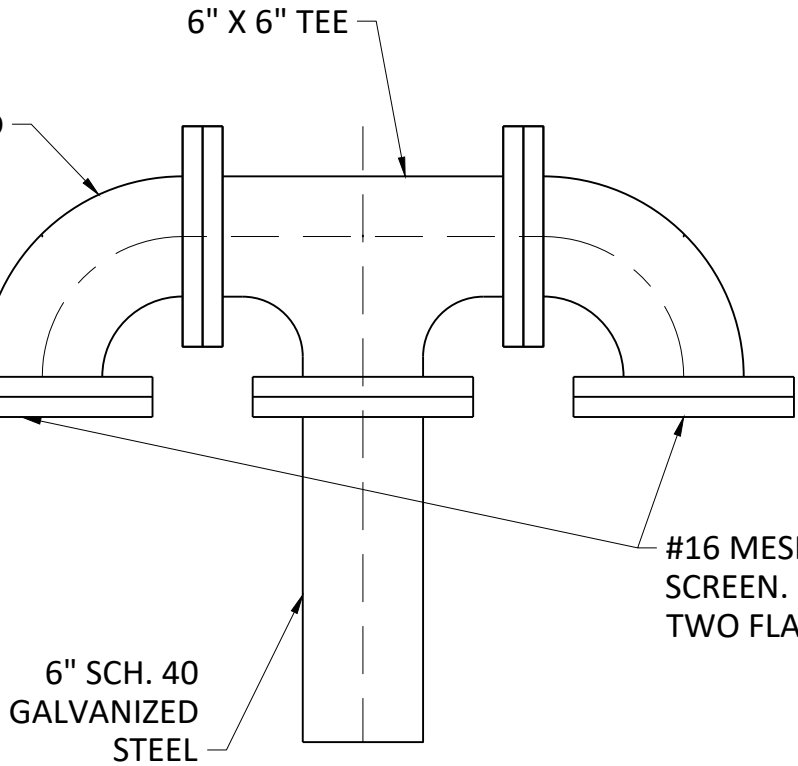
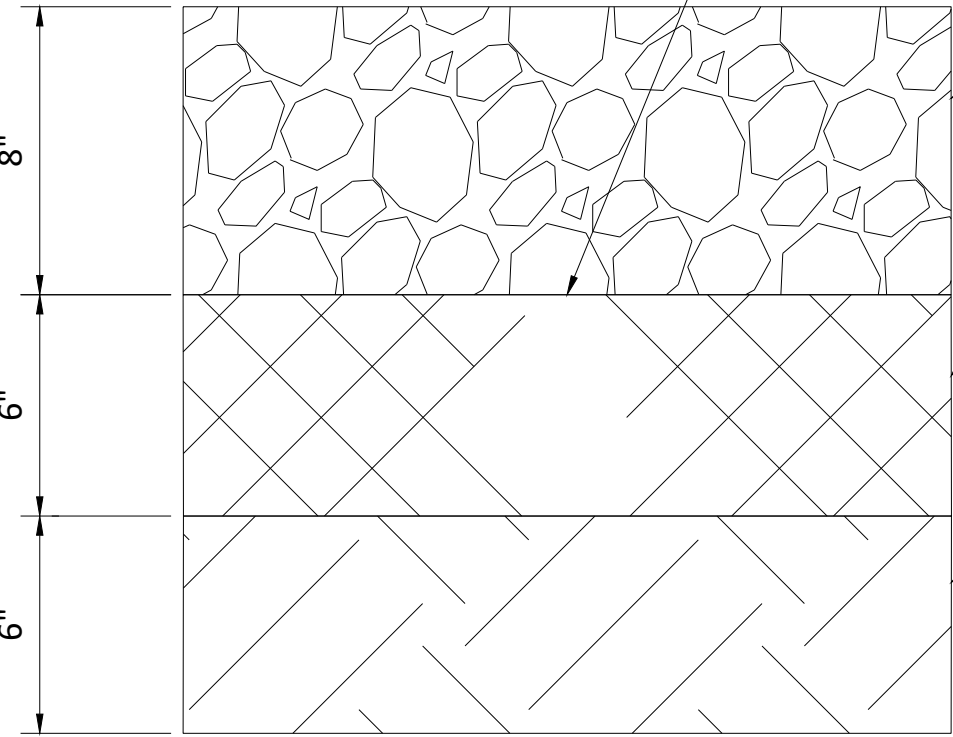
PLAN AND PROFILE STA 121+25 TO END

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VERIFY SCALE										1: if not one inch on this sheet, adjust scale.
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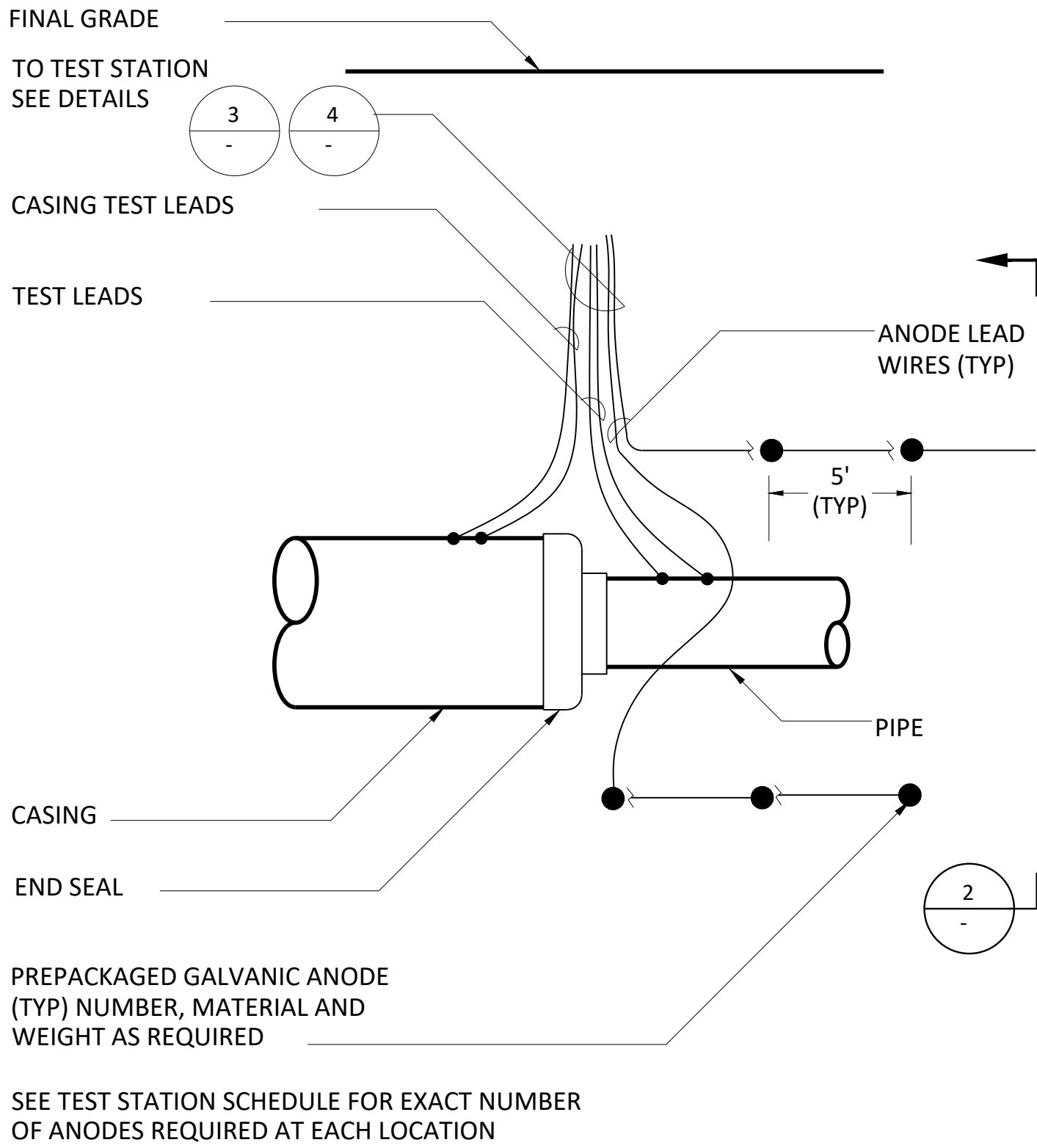
100% SUBMITTAL

C-49

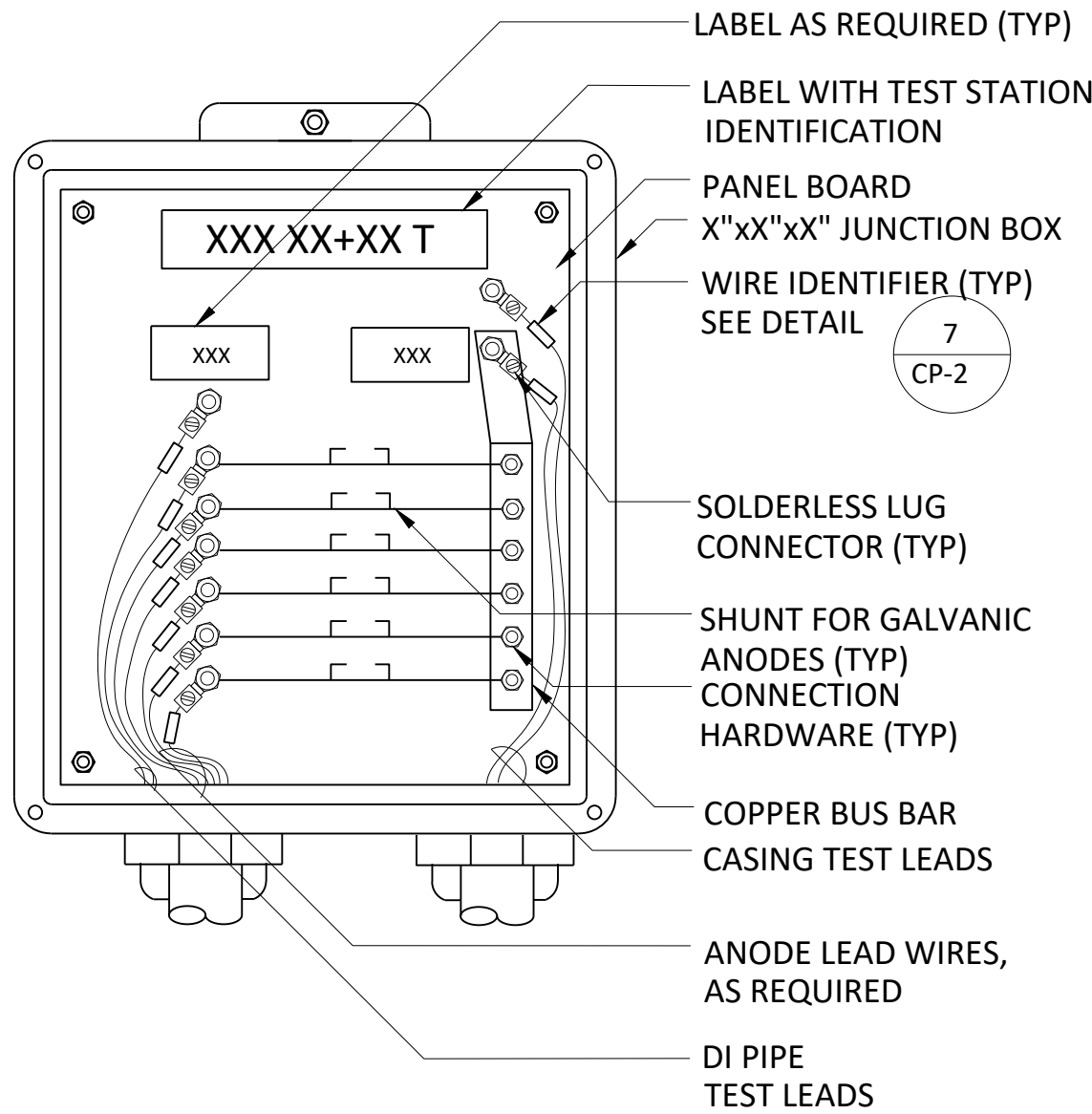
SEQ. 59 OF 121



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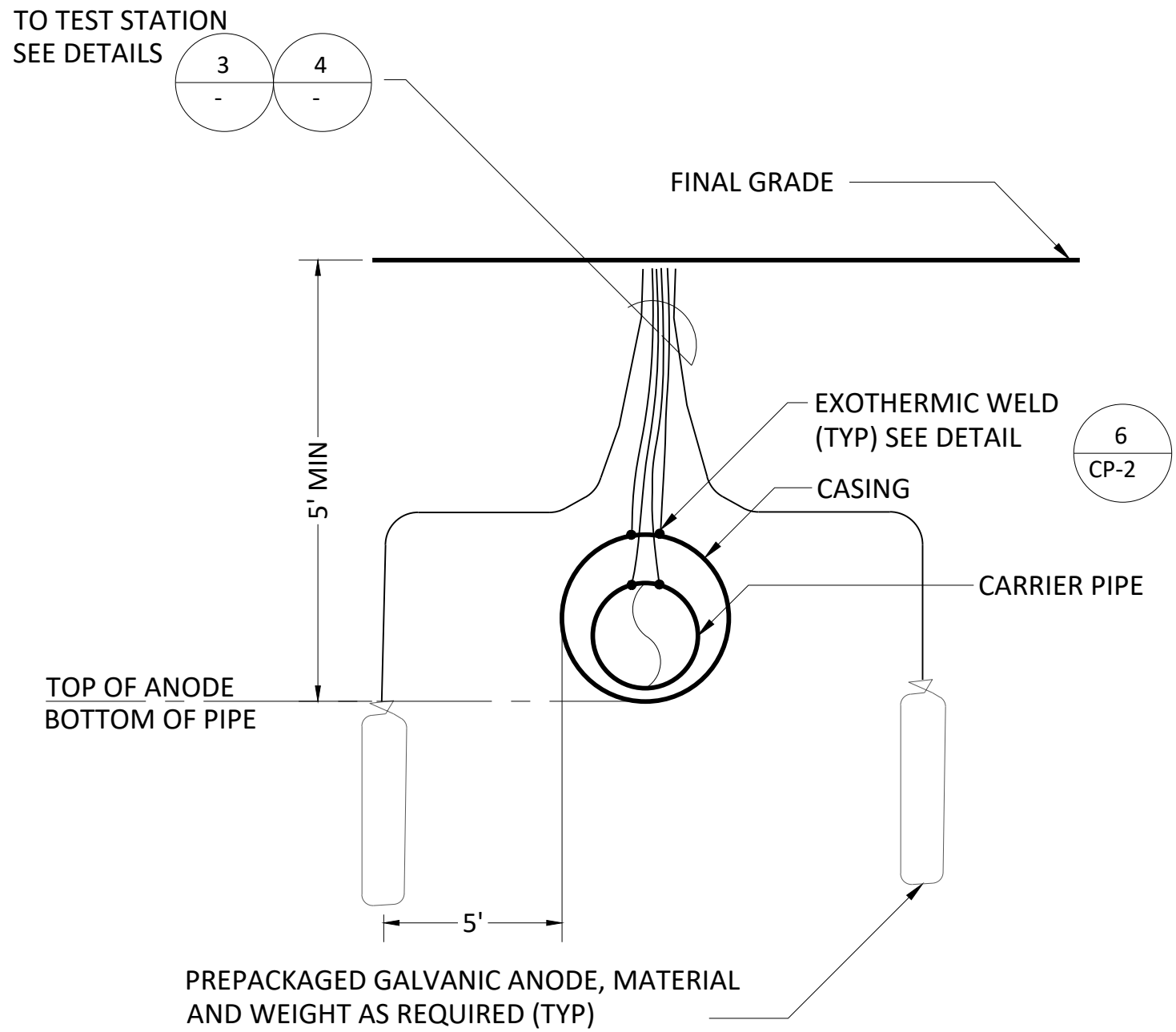


1 Casing Test Station (CTS) with Anodes
NTS

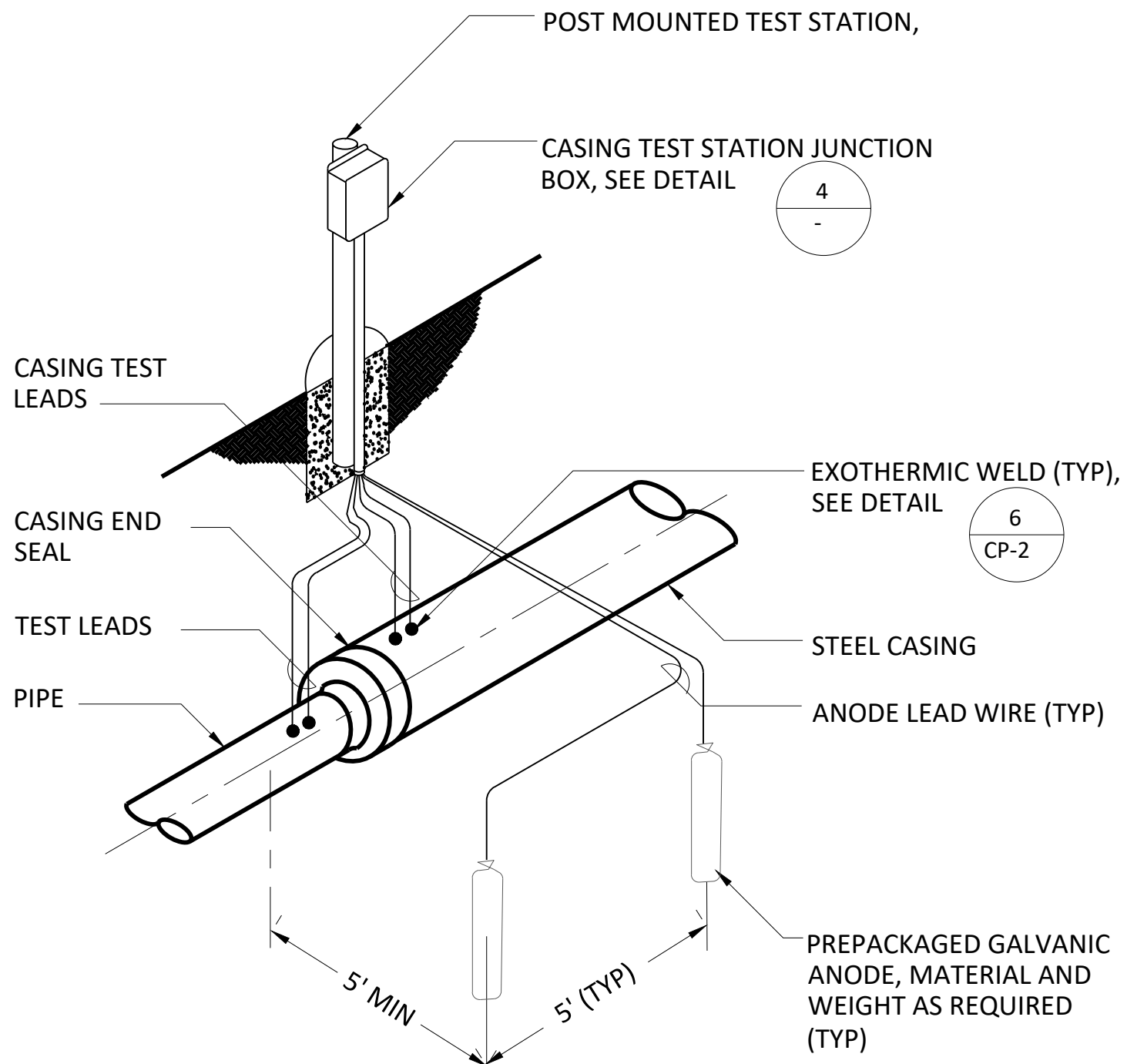


NO. OF ANODES	NO. OF WIRES	SIZE
3-6	8-10	10"X8"X4" MIN
8-12	14-16	16"X14"X10" MIN

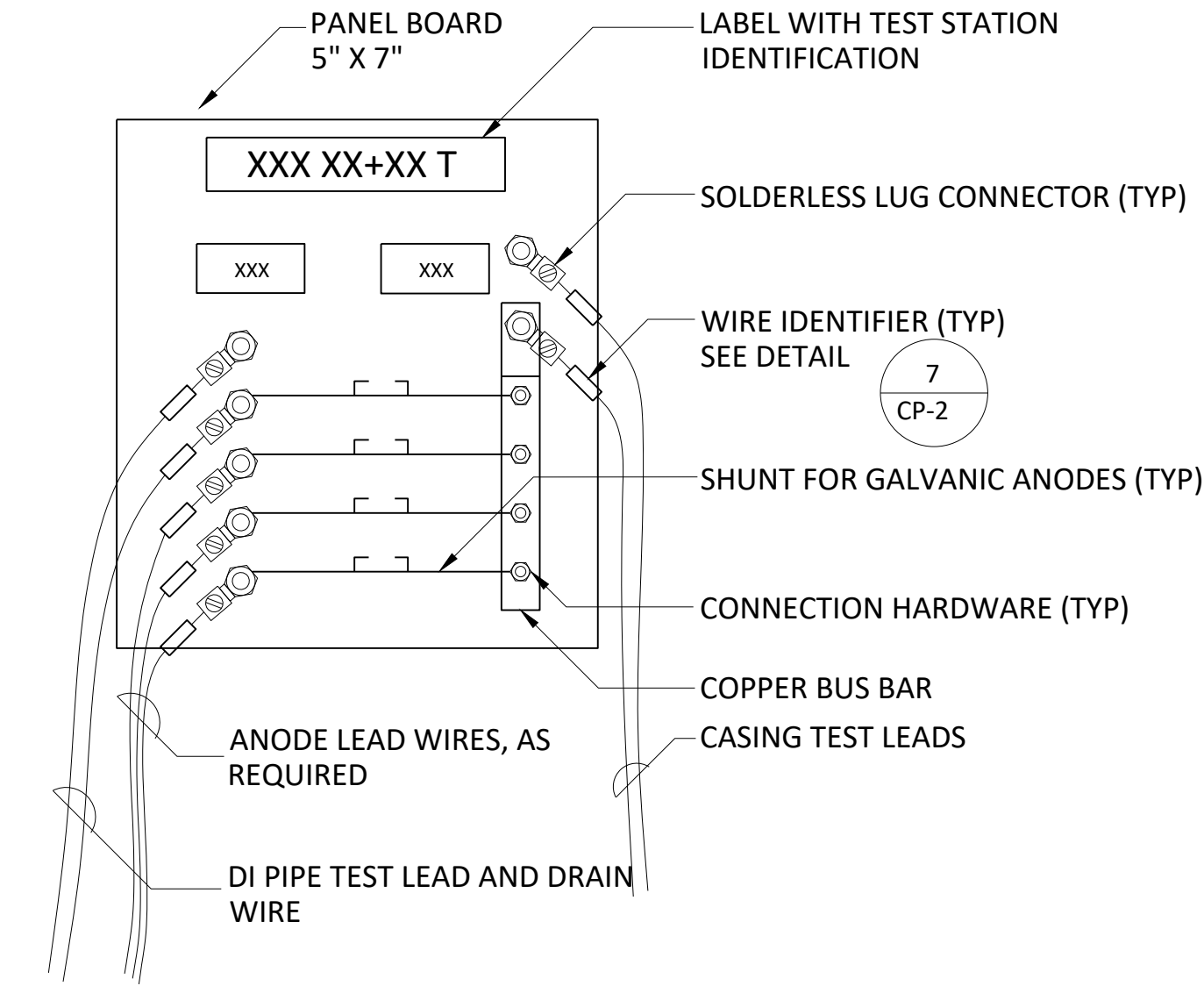
4 CTS with Anodes Junction Box
NTS



2 CTS with Anodes Section
NTS



5 POST MOUNTED CTS with Anodes
NTS



3 CTS with Anodes Test Board
NTS

TEST STATION SCHEDULE			
STA	TYPE	# OF ANODES	DETAIL
40+96	CTS	6	1/CP-1
43+50	CTS	6	1/CP-1
63+19	CTS	10	1/CP-1
64+30	CTS	10	1/CP-1
72+19	CTS	10	1/CP-1
73+17	CTS	10	1/CP-1
122+63	CTS	4	1/CP-1
122+97	CTS	4	1/CP-1
123+09	IJTS	0	1/CP-2

NOTES:

- IJTS AT 123+09 IS AT THE CONNECTION TO THE EXISTING BAR-WRAPPED PIPE
- ALL ANODES ARE 60LB, HIGH POTENTIAL MAGNESIUM ANODES (70 TOTAL)

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Texas Registered Engineering Firm F-2144

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**FREEZE
NICHOLS**
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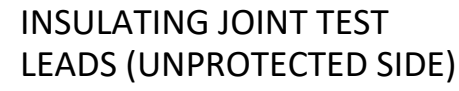
CITY OF COLLEGE STATION, TEXAS
WELLS 10, 11, 12 AND COLLECTION LINE

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CATHODIC PROTECTION DETAILS I

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SHEET
C-59
SEQ.
OF 121

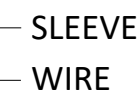
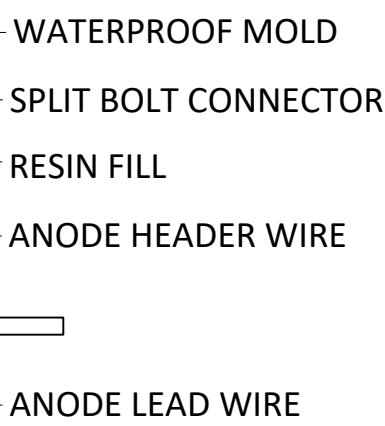
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DO NOT APPLY PETROLATUM TAPE IF FLANGE IS LOCATED ABOVE GRADE OR IN A VAULT.



XX" DIP WATER LINE
X" STEEL WATER LINE
IJ UNPROTECTED SIDE WATER



4. COVER CONNECTION WITH BITUMASTIC COATING OVER ALL EXPOSED METAL, PLACE WELD CAP OVER CONNECTION. REPAIR ALL DAMAGE TO COATING AND LINING IN ACCORDANCE WITH MFG RECOMMENDATIONS.

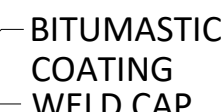
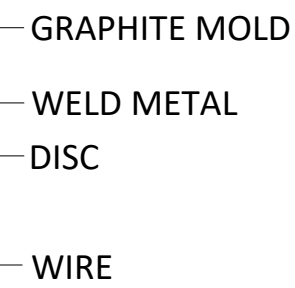


Exhibit "A-4" - Bid Packages and Addenda Nos. 1, 2, and 3



City of College Station
Wells 10, 11, 12 and Collection Pipeline

Bid Package 2 - Material Procurement and Tunnel Work Package - 2.01 - Pipe Procurement, 2.02 - Small & Large Diameter Valve Procurement, 2.03 - Combination Air Valve Procurement, 2.04 - Work - Tunnel Installations, 2.05 - Generator and Fuel Tank Procurement.

ADDENDUM No. 1

July 11th, 2025

TO BIDDER OF RECORD:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the purchase of materials and special services described in Bid Package 2.00 for the City of College Station Wells 10, 11, 12 and Collection Pipeline Project dated July 2025 as fully and completely as if the same were full set forth therein. This addendum includes changes, additions, and/or deletions to the Bid Package described above.

BID DATE:

Bid date has changed – Proposals are now Due **on 07/22/2025 at 2:00 PM CST** at the address provided within the Advertisement for Bids, Specification Section 00 11 13. Civcast has been updated accordingly to reflect this change in proposal due date. This change applies to all Packages being advertised within Bid Package 2, Material Procurement Packages and Tunnel Work Package.

FRONT END SPECIFICATIONS:

1. REVISED 00 11 13 – Advertisement for Bids – WORK
 - a. Revision to reflect updated Proposal Due date (Changed from 07/17 to 07/22)
2. REVISED 00 11 13 – Advertisement for Bids – MATERIAL PROCUREMENT
 - a. Revision to reflect updated Proposal Due date (Changed from 07/17 to 07/22)

TECHNICAL SPECIFICATIONS:

None.

PLAN SHEETS:

None.

ATTACHMENTS:

1. Bid Package 2.00 Pre-Bid Meeting Agenda and Sign-In list for Non-Mandatory Pre-Bid Meeting on 07/01/2025.
2. Civcast Questions and Answers as of the 07/10/2025 Deadline.

CIVCAST UPLOADS:

END OF ADDENDA



City of College Station
Wells 10, 11, 12 and Collection Pipeline

Bid Package 2 - Material Procurement and Tunnel Work Package - 2.01 - Pipe Procurement, 2.02 - Small & Large Diameter Valve Procurement, 2.03 - Combination Air Valve Procurement, 2.04 - Work - Tunnel Installations, 2.05 - Generator and Fuel Tank Procurement.

ADDENDUM No. 2

July 14th, 2025

TO BIDDER OF RECORD:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the purchase of materials and special services described in Bid Package 2.00 for the City of College Station Wells 10, 11, 12 and Collection Pipeline Project dated July 2025 as fully and completely as if the same were full set forth therein. This addendum includes changes, additions, and/or deletions to the Bid Package described above.

FRONT END SPECIFICATIONS:

1. MATERIAL PROCUREMENT PACKAGES

- a. 00 21 13 – Instructions to Bidders – MATERIAL PROCUREMENT PACKAGE
 - i. Modifications to 16.00 Retainage, Article B. to be modified as follows –
 1. The City of College Station Wells 10, 11, 12 and Collection Pipeline Project is funded by the **City of College Station**. The retainage for all Bid Packages of this Project will not be released for final payment until the construction of the Wells, Collection Line and Conveyance Pipeline is determined to be at final completion. The date of final completion of the above mentioned system is projected to be May 2027. This final completion date is estimated and is subject to change based on numerous factors. By submitting a Bid Proposal, the Bidder acknowledges and accepts that the retainage for the Bidder's Scope of Work / Supply will be withheld until the final completion date of the Raw Water Pipeline construction, that the Bidder's Price Proposal reflects this acknowledgement, and that the final completion date of the Raw Water Pipeline construction is subject to change.
- b. 00 73 00 – Supplementary Conditions to Standard General Conditions – MATERIAL PROCUREMENT PACKAGE
 - i. Modifications to SC-13.05 H. –
 1. Buyer will make final payment of the retained value upon review of required closeout documentation and approval as stipulated by the **Project Documents**.
- c. 00 42 23.02 – ALL SCHEDULE OF VALUES HAVE BEEN AMENDED VIA THIS ADDENDA and therefore should be replaced with those documents included as part of the Addenda No. 2
 - i. PDF attachments as found within this Addenda Packet as well as the Electronic SOV documents uploaded to Civcast as part of this Addenda.

2. WORK PACKAGE

- a. 01 31 00 – Project Management and Coordination

- i. Modifications to 1.20, B.,
 - 1. Removed reference of CMAR providing notification to TWDB.
- b. 00 73 00 – Supplementary Conditions to Standard General Conditions – WORK PACKAGE
 - i. Modifications to SC-14.02 B. –
 - 1. “The City of College Station’s Wells 10, 11, 12 and Collection Pipeline is funded by the City of College Station. The retainage for all Bid Packages of this Project will not be released for final payment until the construction of the Collection Pipeline (completion and operational system) is determined to be at final completion. The date of final completion of the systems construction is projected to be August of 2027. This final completion date is estimated and is subject to change based on numerous factors. By submitting a Bid Proposal, the Bidder acknowledges and accepts that the retainage for the Bidder’s Scope of Work will be withheld until the final completion date of the Raw Water Pipeline construction, that the Bidder’s Price Proposal reflects this acknowledgement, and that the final completion date of the Raw Water Pipeline construction is subject to change. The retainage for this Project is five percent (5%).”
- c. 00 42 23.02 – SCHEDULE OF VALUES HAS BEEN AMENDED VIA THIS ADDENDA and therefore should be replaced with those documents included as part of the Addenda No. 2
 - i. PDF attachments as found within this Addenda Packet as well as the Electronic SOV documents uploaded to Civcast as part of this Addenda.

TECHNICAL SPECIFICATIONS:

- 1. 40 05 64 – Butterfly Valves – to replace current Specification Section.

PLAN SHEETS:

- 1. New, Updated and or Revised Plan Sheets attached to this Addenda.
 - a. G-11, C-32, C-35, C-42, C-43, C-48, C-49, C-53, C-57, C-59 and C-60
 - b. These plan sheets included within this Addenda No. 2 Packet are to replace and supersede those found within the original set of drawings.

ATTACHMENTS:

- 1. Revised Specification Section 00 21 13 - Instructions to Bidders – MATERIAL PROCUREMENT PACKAGE
- 2. Revised Specification Section 00 73 00 – Supplementary Conditions to Standard General Conditions – MATERIAL PROCUREMENT PACKAGE
- 3. Revised Specification Section 01 31 00 – Project Management and Coordination – WORK PACKAGE
- 4. Revised Specification Section 00 73 00 - Supplementary Conditions to Standard General Conditions – WORK PACKAGE

Continued

5. 00 42 23.02 – Bid Package Scope of Work
 - a. REVISED Schedule of Values – Bid Package 2.01 – Ductile Iron Pipe Material Procurement
 - i. Revisions made to UPDATE MILESTONE, QUANTITY UPDATES, LINE ITEMS ADDED, and BID PACKAGE GENERAL NOTES ADDED
 - b. REVISED Schedule of Values – Bid Package 2.02 – Small & Large Diameter Valve Material Procurement
 - i. Revisions made to UPDATE MILESTONE and QUANTITY UPDATES
 - c. REVISED Schedule of Values – Bid Package 2.03 – Combination Air Valves Material Procurement
 - i. Revisions made to UPDATE MILESTONES and QUANTITY UPDATES
 - d. REVISED Schedule of Values – Bid Package 2.04 – Tunnel Installation Work Package
 - i. Revision made to UPDATE MILESTONES – NO OTHER CHANGES
 - e. REVISED Schedule of Values – Bid Package 2.05 – Generator and Fuel Tank Material Procurement
 - i. Revision made to UPDATE MILESTONES – NO OTHER CHANGES
6. Revised Specification Section 40 05 64 – Butterfly Valves – to replace current Specification Section.
7. New, Updated and or Revised Plan Sheets attached to this Addenda.
 - a. G-11, C-32, C-35, C-42, C-43, C-48, C-49, C-53, C-57, C-59 and C-60

CIVCAST UPLOADS:

1. This Addenda No. 2 Packet
2. Revised ELECTRONIC SCHEDULE OF VALUES (SOV)
 - a. PDF versions as attached to this packet

END OF ADDENDA

FRONT END SPECIFICATIONS - MATERIAL PROCUREMENT

00 21 13 INSTRUCTIONS TO BIDDERS

1.00 Qualifications of Bidders

- A. Submit documentation with Bids to demonstrate that the Bidder is qualified by experience and capability to successfully construct the Project within the Contract Time and for the Contract Amount. See Specification Section 00 42 23.01 Statement of Qualifications and Project Approach for required documentation.
- B. Submit a Bid Bond with the Price Proposal in the amount of five percent (5%) total amount of Bid.
- C. A Supply Bond will be required to be submitted to the CMAR by the Successful Bidder(s) of SOV 2.01 - Pipe Procurement, 2.02 - Small & Large Diameter Valve Procurement, 2.03 - Combination Air Valve Procurement, 2.05 – Generator and Fuel Tank Procurement, in accordance with the General and Supplementary Conditions. The Supply Bond shall be 25% of the contract price.
- D. The City of College Station (Owner), Freese and Nichols (Engineer), and Garney Companies, Inc (CMAR), hereafter referred to as “Contract Team” may conduct investigations as considered necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to Contract Team’s satisfaction, and within the prescribed time. The Contract Team may reject the Bid of any Bidder who does not meet any such evaluation to Owner's satisfaction.

2.00 Copies of Bidding Documents

- A. Complete sets of Bidding Documents must be used in preparing bids; neither Owner nor Engineer nor CMAR assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The official website for Bidding Documents, Bidders’ questions, and addenda for this project will be at the following web address:

<https://www.civcastusa.com>

- B. The Contract Team in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3.00 Examination of Contract Documents and Site

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing

of the Work, (d) study and carefully correlate Bidder's observations with Contract Documents, and (e) notify CMAR of all conflicts, errors or discrepancies in the Contract Documents.

- B. Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work which Bidder deems necessary to determine its bid for performing and finishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents. All site investigations must be coordinated with the CMAR and Owner prior to visitation.
- D. The lands upon which the Work is to be performed, proposed rights-of-way, and easements for access thereto and other lands designated for use by Bidder in performing the Work are identified in the Proposal Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Bidder. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- E. The submission of a Bid will constitute an incontestable representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- F. A **non-mandatory pre-bid conference** for all Bidders is scheduled for the date and time prescribed in the Advertisement for Bids 00 11 13. The pre-bid will be virtual at the link provided on the official website and made available to all bidders.

4.00 Technical Specifications

All technical specifications are issued by:
Freese and Nichols
10497 Town and Country Way
Suite 500
Houston, Texas 77024

5.00 Questions and Interpretations and Addenda

- A. All questions about the meaning or intent of the Contract Documents are to be submitted on the Project website at <https://www.civcastusa.com>. Technical interpretations or clarifications considered necessary by CMAR and Engineer in response to such questions

will be issued by Addenda. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- B. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Contract Team.

6.00 Substitutions or "equivalent" Items

- A. The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equivalent" items. Whenever it is indicated in the Drawings or specified in the Specification that a substitute or "or-equivalent" item of material or equipment may be furnished or used by Bidder if acceptable to Contract Team, application for such acceptance will not be considered by Contract Team until after the Effective Date of the Agreement unless the Engineer/CMAR at their option, elect to issue an Addenda naming a substitute or "or-equivalent" item prior to receipt of bids. For EQUIPMENT PROPOSALS only the Manufacturers listed in the Specifications will be accepted. The procedure for submission of any such application by Bidder and consideration by Contract Team is set forth in Specification Section 00 72 00 General Conditions and Specification Section 01 33 00 Submittal Procedures.

7.00 Bid Proposal Requirements

- A. Price Proposal
 - i. Two (2) hard copies of the Bid Package Scope of Work / Supply (00 42 23.02) are to be turned in. Each hard copy shall be in a separate sealed envelope. Two (2) electronic copies of the Bid Package Scope of Work / Supply (in Microsoft Excel Format) are also to be turned in at the time of bid on USB storage devices. One USB storage device shall accompany each hard copy in the sealed envelope. In the case of any discrepancy, the hard copy submitted with the proposal will be considered the actual costs proposed.
 - 1. All blanks on the hard copy of the Bid Package Scope of Work / Supply must be completed.
 - 2. Bids must be priced as indicated on the Bid Package Scope of Work / Supply (00 42 23.02). If applicable the price of the alternative bids will be the amount to be added to or deducted from the price of the Package's Base Bid if the alternate is selected.
 - ii. A bid bond must accompany each hard copy of the Scope of Work / Supply in the sealed envelopes. The Bid Bond amount is five (5) percent of the bid.
- B. Technical Proposal
 - i. The Technical Proposal shall include one (1) hardcopy of each of the following documents and one (1) electronic copy of each of the following documents on a USB storage device. The electronic copies of each document shall be combined

and submitted as one PDF document. The hard copy and the electronic copy shall be submitted together in a sealed envelope.

1. Bid Proposal Form 00 42 23
 - a. Bids by corporations must be executed in the corporate name by the President or a Vice president (or other Corporate Officer accompanied evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant secretary. The corporate address and state of incorporation must be shown below the signature.
 - b. Bids by partnerships must be executed in the partnership name signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.
 - c. All names must be typed or printed below the signature.
 - d. The Bid Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Proposal Form) and forms.
 - e. The address and telephone number for communication regarding the Bid must be shown.
 - f. Bids may be rejected that are qualified with conditions, clauses, or alterations, or items not called for in the proposal, or irregularities of any kind in which the Contract Team's opinion may disqualify the Bidder.
 - g. The bidder is required to execute the Bid Proposal Form.
2. Bidder's Statement of Qualifications and Project approach per 00 42 23.01 – Statement of Qualification and Project Approach
3. An acknowledged copy of the TWDB-0459, Vendor Compliance with Reciprocity of Non-Resident Bidders 00 42 23.04 must accompany the Bid Proposal Form.
4. An acknowledged copy of the ED-103 Contractor's Act of Assurance 00 42 23.06 must accompany the Bid Proposal Form.
5. An acknowledged copy of the ED-104 Contractor's Act of Assurance Resolution 00 42 23.07 must accompany the Bid Proposal Form.
6. An acknowledged copy of the WRD-255 Bidder's Certifications 00 42 23.08 must accompany the Bid Proposal Form.
7. An acknowledged copy of the Conflict of Interest Questionnaire 00 42 23.09 must accompany the Bid Proposal Form.

8.00 Submission of Bids

- A. Submission of the Price Proposal shall include **two (2) separate and identical** sealed envelopes with the following items in each envelope:
 1. One (1) hard copy of 00 42 23.02 – Bid Package Scope of Work / Supply
 2. One (1) electronic copy of Bid Package Scope of Work / Supply on a USB storage device
 3. Bid Bond

- B. Submission of the Technical Proposal shall include one sealed envelope with the following items:
1. 00 42 23 – Bid Proposal Form
 2. 00 42 23.01 – Statement of Qualifications and Project Approach
 3. 00 42 23.04 – Vendor Compliance with Reciprocity of Non-Resident Bidders (TWDB-0459)
 4. 00 42 23.06 – Contractor’s Act of Assurance (ED-103)
 5. 00 42 23.07 – Contractor’s Act of Assurance Resolution (ED-104)
 6. 00 42 23.08 – Bidder’s Certifications (WRD-255)
 7. 00 42 23.09 – Conflict of Interest Questionnaire Form
 8. One (1) electronic copy of the Technical Proposal combined in one PDF file on a USB storage device
- C. Price Proposal shall be submitted at the time and place indicated in the 00 11 13 Advertisement for Bids and shall be enclosed in two separate opaque sealed envelopes, each marked with:

PRICE PROPOSAL

The City of College Station – Wells 10, 11, 12 and Collection Pipeline

Bid Package #2

FOR

The City of College Station

(Bidder’s Name)

(Bidder’s Address)

and accompanied by all required documents as listed above. Bidder will acknowledge on outside of envelope any addenda.

- D. The Technical Proposal shall be submitted at the time and place indicated in the 00 11 13 Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with:

TECHNICAL PROPOSAL

The City of College Station – Wells 10, 11, 12 and Collection Pipeline

Bid Package #2

FOR

The City of College Station

(Bidder's Name)

(Bidder's Address)

and accompanied by all required documents as listed above. Bidder will acknowledge on outside of envelope any addenda.

Any Bid received after the time indicated in the invitation will be considered ineligible and returned unopened.

9.00 Modifications and Withdrawal of Bids

- A. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

10.00 Bids to Remain Subject to Acceptance

- A. All bids will remain subject to acceptance for 60-days after the day of the Bid opening, but the Contract Team may, in their sole discretion, release any Bid prior to that date.

11.00 Award of Contract

- A. The Contract Team reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. In the event that there is a conflict in the statement of a price within the bid the Contract Team reserves the right to select the amount most advantageous to the Contract Team. Also, the Contract Team reserves the right to reject the Bid of any Bidder if the Contract Team believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Contract Team.

- B. In evaluating Bids, the Contract Team will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

The following criteria will be used in the evaluation process when selecting Bidders:

Bid Package #2 – Material Procurement	
Description	Weighting Value
Bid Package Cost -Complete Bid Package Cost as specified in Price Proposal	70
Experience -Project Approach -Qualifications -Ability to Meet Project Milestones -Similar Project Experience / Past Performance	5 5 10 10
Compliance with Proposal Terms and Conditions -Instructions to Bidders -Technical Proposal -Price Proposal	Pass / Fail
TOTAL	100

- C. The Contract Team may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as requested with Bid Proposal Form. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- D. The Contract Team may conduct such investigations as they deem necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Contract Team's satisfaction within the prescribed time.
- E. If the contract is to be awarded, it will be awarded to the Bidder whose evaluation is considered to be of best value and of the best interests of the Project by the Contract Team.
- F. Point of Clarification - All Bid Proposals will be turned into the City of College Station representatives at the designated time and place as indicated in the bidding documents.

Although this will not be a public bid opening, proposal pricing will be recorded by the Contract Team representatives at that time.

- G. The Contract Team reserves the right to conduct interviews with respondents and/or other investigations prior to finalizing evaluations. Information gathered during this process may be used during the evaluation process prior to award.

12.00 Signing of Agreement

- A. After award by the Contract Team, the Successful Bidder will be given the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. The Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to CMAR and the Owner with the required Bonds. Refer to Section 1 Paragraph C of this document for the required Bonds. Thereafter CMAR shall deliver one fully signed counterpart to Bidder.

13.00 Excavation Safety – (Construction Phase Only)

- A. The successful Bidder, if applicable to their scope of work or supply, will be required to provide an Excavation safety plan in accordance with state law certified by a registered professional engineer in the State of Texas at the time contracts are signed and within the fifteen (15) day time period after Notice of Award. All costs for providing and implementing the trench safety plan shall be included in the bid package that is being proposed on.

14.00 Sales and Use Taxes

- A. This project is sales tax exempt, for any equipment and/or material that is directly incorporated into or becomes a permanent part of this project.
- B. The Bidder is responsible for obtaining the latest information from the State Comptroller's Office and/or other appropriate entities, regarding tax laws and exemptions, and bid accordingly.

15.00 Contract Time

- A. Construction and/or Production and Delivery Milestones are included on the Bid Package Scope of Work / Supply. Failure to comply with and perform in accordance with these Milestones may result in Liquidated damages as set forth in the Supplementary Conditions, or cancellation of the Contract or Agreement.

16.00 Retainage

- A. The retainage for this Project is five percent (5%).
- B. The City of College Station Wells 10, 11, 12 and Collection Pipeline Project is funded by the City of College Station. The retainage for all Bid Packages of this Project will not be

released for final payment until the construction of the Wells, Collection Line and Conveyance Pipeline is determined to be at final completion. The date of final completion of the above mentioned system is projected to be May 2027. This final completion date is estimated and is subject to change based on numerous factors. By submitting a Bid Proposal, the Bidder acknowledges and accepts that the retainage for the Bidder's Scope of Work / Supply will be withheld until the final completion date of the Raw Water Pipeline construction, that the Bidder's Price Proposal reflects this acknowledgement, and that the final completion date of the Raw Water Pipeline construction is subject to change.

END OF SECTION

00 73 00 SUPPLEMENTARY CONDITIONS TO STANDARD GENERAL CONDITIONS**SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the EJCDC Standard General Conditions for Procurement Contracts No. P- 700 (2019 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-1.01 Make the following modifications to 1.01 *Defined Terms* Paragraph A

- A. Paragraph 1.01.A5 – The “Buyer” is Garney Construction, Construction Manager at Risk for the Project.
- B. Delete Paragraph 1.01.A20 and replace with the following:

“The specific location where delivery of Goods shall be made as stated in the Agreement. This may include multiple locations if project is linear in nature.”
- C. Delete Paragraph 1.01.A38 and replace with the following:

“38. Successful Bidder – “The Bidder that provides the best value to the Contract Team.”
- D. Add the following paragraph:

“41. CMAR – The CMAR is the Construction Manager At Risk, Garney Construction.”
- E. Add the following paragraph:

“42. Raw Materials – Materials existing in crude or processed state that have not been converted, processed or manufactured into Goods.”

SC-3.03 Make the following modifications to 3.03 *Reporting and Resolving Discrepancies*

- A. Add the following new Paragraphs immediately after Paragraph 3.03.A.2:

"3.In the event of a conflict in the Drawings, Specifications, or other portions of the Contract Documents which were not reported prior to the Award of the Contract, the Seller shall be deemed to have included the most expensive item in his Bid.

4. Seller represents that he has familiarized himself with the nature and extent of the Contract Documents, Work, location, all local conditions, and Laws and Regulations that in any manner may affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. Seller also represents that he has studied all conditions referred to in the Contract Documents and will make such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents. Seller shall check and verify all applicable field measurements and clearances."

SC-5.01 Make the following modifications to 5.01 *Bonds and Insurance*

- A. In Paragraph A, delete “Seller shall furnish a performance bond and payment bond, each in an amount at least equal to the Procurement Contract Price” and replace with: “Seller shall furnish a **supply bond in the amount of 25%** of the Contract Price, to Buyer.”
- B. Add Paragraph E: A supply Bond will be required to be submitted to the CMAR by all Successful Bidder(s).

SC-5.02 Make the following modifications to 4.02 *Insurance*

- A. Add the following new paragraphs immediately after Paragraph 5.02A:

"F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Contract Documents, whether the- furnishing of Goods or Special Service, or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods or Special Services, or by anyone for whose acts any of them may be liable. Seller shall deliver to Buyer, with copy to Engineer, certificates of insurance (and other evidence of insurance requested by Buyer or Engineer) which Seller is required to purchase and maintain as follows:

- 1. claims under workers compensation, disability benefits, and other similar employee benefit acts;
- 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;
- 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Sellers employees;
- 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (ii) by any other person for any other reason;
- 5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

G. These policies shall be written in the name of BUYER, SELLER, Sub-contractors and Sub-sub-contractors as their interests may appear with an insurer's waiver of subrogation in each of their behalves. The policies of insurance so required by this Paragraph 4.02 to be purchased and maintained shall:

- 1. with respect to insurance required by Paragraphs SC-5.02.F.3 through SC-5.02.F.6 inclusive, include as additional insureds (except for workers' compensation insurance and subject to any customary exclusion in respect of professional liability) Buyer and Engineer, and their consultants, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
- 2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;
- 3. include completed operations insurance;

4. include contractual liability insurance covering Seller's indemnity obligations under Paragraphs 7.07.
5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Buyer and Seller and to each other additional insured identified in these Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Seller pursuant to Paragraph SC5.02.E will so provide);
6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 9.04; and"
7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional, insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter).

H. The limits of liability for the insurance required by Paragraph SC-5.02.F shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers Compensation, and related coverages under Paragraphs SC-5.02.F.I and F.2:

a. State:	Statutory
b. Applicable Federal (e.g., Longshoreman's):	Statutory
c. Employer's Liability:	\$ 1,000,000

2. Seller's General Liability under Paragraphs SC-5.02.F.3 through B.6 which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:

a. General Aggregate	\$ 2,000,000
b. Products - Completed Operations Aggregate	\$ 2,000,000
c. Personal and Advertising Injury:	\$ 1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
e. Property Damage liability insurance will provide explosion, collapse, and underground coverages where applicable	
f. Excess or Umbrella Liability:	
1) General Aggregate:	\$ 10,000,000
2) Each Occurrence:	\$ 10,000,000

3. Automobile Liability under Paragraph SC-4.02.F.6:

a. Combined Single Limit (Bodily Injury and Property Damage)	\$ 1,000,000
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4. The Contractual Liability coverage required by Paragraph SCt-5.02.G.4 shall provide coverage for not less than the following amounts:

a. General Aggregate	\$ 2,000,000
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I. Insurance companies providing insurance required by Contract Documents shall have a minimum rating of-A-VIII according to A.M. Best Company."

SC-7.04 Make the following modifications to 7.04 *Or Equals*

- A. Delete GC - 7.04 in its entirety.

SC-7.05 Make the following modifications to 7.05 *Taxes*

A. Add the following new Paragraph immediately after Paragraph 7.05.A:

"B. The Owner qualifies as an exempt agency and is usually not subject to any city or state sales taxes. Such taxes should generally not be included in the Contract Price. However, certain items such as rented equipment may be taxable even though the Owner is a tax-exempt agency. Therefore, the Seller assumes responsibility for including in the Contract Price any applicable sales taxes and assumes responsibility for complying with all applicable statutes and rulings of the State Comptroller."

SC-7.08 Make the following modifications to Article 7 – *Seller's Responsibilities*

A. Add the following new Paragraph immediately after Article 7.08:

"7.09 – Warranties

A. Manufacturer shall warrant its product to be free from defects in materials, workmanship, and performance for a period of 1 year from the date of recording the Notice of Completion. Upon notice by the Owner, any damage or defect found during the warranty period shall be promptly repaired or replaced by the manufacturer at no cost to the Owner."

SC- 11.08 Make the following modifications to 11.08 Change of Procurement Contract Price

A. Add the following new Paragraph immediately after Paragraph 11.08 B:

"C..Seller assumes and bears responsibility for all costs associated with variation from the requirements of the Contract Documents unless the variation is specifically approved by Change Order."

SC- 11.09 Make the following modifications to 11.09 Change of Procurement Contract Times

A. Add the following new Paragraph immediately after Paragraph 11.09 A:

"B..Seller assumes and bears responsibility for all time delays associated with variation from the requirements of the Contract Documents unless the variation is specifically approved by Change Order."

SC-9.02 Make the following modifications to 9.02 *Inspections and Testing*

A. Delete Paragraph 9.02.A.2. in its entirety and insert the following in its place:

"2. Seller shall bear all expenses, including travel, lodging, and subsistence for three Buyer's representatives, including. Engineer, for inspections and tests at Seller's facility. Expenses associated with any retesting shall also be born by the Seller."

B. Add the following to Paragraph 9.02.A.3

"Cost for Sellers visits to the Point of Destination shall be included in the Price submitted for Goods and Services."

SC-10 Make the following modifications to ARTICLE 10 - ROLE OF ENGINEER

A. Add the following new Paragraph immediately after Paragraph 10.02:

"G. Engineer will have authority to determine the actual quantities and classifications of items of Unit Price work performed by Seller, and the written decisions of Engineer on such matters will be final, binding on Buyer and Seller, and not subject to appeal (except as modified by Engineer to reflect changed factual conditions or more accurate data)."

SC-13.01 Make the following modifications to 13.01 *Applications for Progress Payments*

A. Delete 13.01 in its entirety and insert the following in its place:

"13.01 Applications for Progress Payments

A. Buyer shall disburse money paid from owner, including any interest the Buyer receives, to Subcontractor, Suppliers, or Sellers within 15 days after Contractor receives the money, in direct proportion to the Subcontractors', Suppliers', and Sellers' basis in the total Contract between Buyer/CMAR and Owner. Any money which is payable to a Subcontractor pursuant to this section accrues interest at the legal rate. Contractor may withhold 5% from the amount of any partial payment under this Agreement.

1. The Buyer may retain the amount withheld under the Agreement until the Seller is satisfactorily completed.

SC-13.05 Make the following additions to Article 13.05 Final Payment

A. Add the following Paragraph immediately after Paragraph 13.05.G

H. Buyer will make final payment of the retained value upon review of required closeout documentation and approval as stipulated by the Project Documents.

SC-13.06 Make the following modifications to ARTICLE 13 - PAYMENT

A. Add the following new paragraph immediately after Paragraph 13.06:

"13.07 *Unit Price Goods or Special Services*

- A. Where the Contract Documents provide that all or part of the furnishing the Goods or Special Services is to be paid for with unit prices, initially the Contract Price will be deemed to include, for all Unit Price work, an amount equal to the sum of the unit price for each separately identified item of Unit Price work times the estimated quantity of each item as indicated in the Agreement"

SC-13.07 Make the following modifications to ARTICLE 13 - PAYMENT

A. Add the following new paragraph immediately after Paragraph 13.07:

"13.07 *Substantial Completion*

- A. When Contractor considers the entire work ready for its intended use Contractor shall notify CMAR in writing that the entire work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. The work shall be Substantially Complete when the work can convey water from the Wells 10, 11 & 12 and discharge into their connection point at the end of the 30"/36" Pipeline in accordance with the Contract Documents. All metering and transmission equipment shall be installed and operational or temporary arrangements satisfactory to Owner shall have been made. All performance testing need not be completed prior to the date of Substantial Completion.

SC-14.04 Make the following modifications to 14.04 *Breach and Termination*

B. Add the following new Paragraphs immediately after Paragraph 14.04.B.3:

“4 If Seller fails to provide the replacement bond required by General Conditions, Section 5.01 or

e.If any petition in bankruptcy is filed by or against Seller, or if Seller is adjudged as bankrupt or insolvent or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of Seller's creditors, or if a receiver is appointed on account of Seller's insolvency, upon the occurrence of any such event, Owner shall be entitled to request of Seller or its successor in interest adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within seven (7) days of delivery of the request shall entitle Owner to terminate this agreement and to the accompanying rights set forth in Article 11 of the General Conditions. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other Sellers on a time and material or other appropriate basis the cost of which will be back charged against the Contract Sum hereof.”

End of Section

MATERIAL PROCUREMENT

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 2.00 - SOV 2.01 - Pipe - ADDENDA Number 2				ENTIRE PROJECT LIMIT - Well Collection Pipe and Transmission Main Pipe		
ITEM NUMBER	Size	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION

Well Collection Lateral Lines and Pipeline - Pipe Material Procurement						
1	20"	20" Ductile Iron Pipe, Class 250, Unrestrained	3,539.75	Linear Feet		\$ -
2	20"	20" Ductile Iron Pipe, Class 250, Restrained; See Note 11.	400.00	Linear Feet		\$ -
3	24"	24" Ductile Iron Pipe, Class 200, Unrestrained	1,000.45	Linear Feet		\$ -
4	24"	24" Ductile Iron Pipe, Class 200, Restrained; See Note 11.	640.00	Linear Feet		\$ -
5	30"	30" Ductile Iron Pipe, Class 150, Unrestrained	4,782.59	Linear Feet		\$ -
6	30"	30" Ductile Iron Pipe, Class 150, Restrained; See Note 11.	1,100.00	Linear Feet		\$ -
7	36"	36" Ductile Iron Pipe, Class 150, Unrestrained	182.78	Linear Feet		\$ -
8	36"	36" Ductile Iron Pipe, Class 150, Restrained; See Note 11.	800.00	Linear Feet		\$ -
9	4"	Threaded Outlet (Boss Type) w/Recessed Square Plug (Ductile Iron Connection Plan; Sta. 123+08.78 - Sht C-59 and C-49)	1.00	Each		\$ -
10	20"	20" DIP Spool; 120" Minimum length, Flange x Bell/P.E. - In-Line Butterfly Valve Connections (Well Lateral Piping)	6.00	Each		\$ -
11	24"	24" DIP Spool; 120" Minimum length, Flange x Bell/P.E. - In-Line Butterfly Valve Connections (Collection Line Piping)	2.00	Each		\$ -
12	30"	30" DIP Spool; 120" Minimum length, Flange x Bell/P.E. - In-Line Butterfly Valve Connections (Collection Line Piping)	2.00	Each		\$ -
13	N/A	Lubricants, Gaskets and other 'Standard Pipe/Joint Accessories' - *to be included within the applicable Base/Add/Alt Items	1.00	Lump Sum	INCLUDED	INCLUDED
TOTAL BASE BID:			1.00	Lump Sum	TOTAL:	\$ -

ADD1	24"	Adder per Microtunnel Approach - 24" Ductile Iron Pipe, Class 200, Unrestrained	1,040.00	Linear Feet		\$ -
ADD2	24"	Adder per Microtunnel Approach - 24" Ductile Iron Pipe, Class 200, Restrained	320.00	Linear Feet		\$ -
ALT1	3"	Add 3" Welded Flanged Outlet for CAV Assemblies	8.00	Each		\$ -
ALT2	8"	Add 8" MJ Outlet for BOV Assemblies	5.00	Each		\$ -
ALT3	N/A	Supply Bond; 25% of TOTAL BID AMOUNT (BASE + ALTERNATE)	1.00	Lump Sum		\$ -
TOTAL EXTRA WORK ITEMS:			1.00	Lump Sum	TOTAL:	\$ -
TOTAL PROPOSED VALUE (BASE BID ITEMS & EXTRA WORK or ALTERNATE ITEMS):			1.00	Lump Sum	TOTAL:	\$ -

Note: 1 Pipeline Materials for the Well Laterals Start at the following stations and end at the applicable bend/fitting: Well 10 (SHT C-29; 10+62.91), Well 11 (SHT C-31; 10+67.24), Well 12 (SHT C-32; 10+67.31).

Note: 2 Base Bid Quantities are assuming an HDD Installation Approach which will be comprised of C-200 STEEL PIPE and which the Material Procurement is discluded from this Ductile Iron Pipe procurement package.

Note: 3 Microtunnel (ALTERNATE) Station are from Start Station at 36+33.26 to End Station 493+79 - Starting at VPI's leading into the 'vertical' piping and transitioning into the tunnel.

Note: 4 Butterfly Valve Connections (All) require a Flanged Connection and Class 125 Drilling Pattern.

Note: 5 Blow Off Valves and Combination Air Valves require a Mechanical Joint Fitting per the Details - ALT1 and ALT2 to encompass all labor, material and equipment to 'Shop Apply/Weld' the prescribed outlet - Supply Pipe Material with Pre-Manufactured Outlet upon Delivery to Project.

Note: 6 Reference Section Drawings for information related to this Bid Package.

Note: 7 Bidder's project approach will be required to be turned in with the bid for evaluation by the Project Team.

Note: 8 Bid Item's 8, 9 and 10 - Assume a Flange x Bell and a Flange X Plain End pipe at each Butterfly Valve Connection

Note: 9 Subcontractor is required to furnish liability insurance in accordance with the agreement and Section 00 72 00 - Standard General Conditions and 00 73 00 - Supplementary Conditions.

Note: 10 Foreign made pipes shall NOT be accepted per Section 33 05 02, 2.1 Materials, A., 1., PIPE

Note: 11 **RESTRAINED JOINTS** - Where indicated and where required for thrust restraint, joints shall be restrained. Restrained joints shall be mechanically interlocking joints. Restrained joints shall be U.S. Pipe "TR Flex", American Ductile Iron Pipe "Flex Ring", or Clow Corporation "Super-Lock". Restraining fittings using set screws, restraining gaskets, gripper type glands, and field-cuts of restrained joints shall be Mega-Lug, or approved equal. Field welding shall not be allowed. Restrained joints shall be capable of sustaining the design pressure as specified herein.

Pipe Procurement Milestones and Delivery Rates		
1.00	Due Date of Proposal	7/22/2025
2.00	Anticipated City Board Meeting/Board Approval	9/11/2025
3.00	Anticipated Contract Execution (no-later than)	9/25/2025
4.00	Well Lateral Pipe - 100% Available for Shipment	2/15/2026
5.00	Pipeline Materials - 50% Ready for Shipment	3/15/2026
6.00	Pipeline Materials - 100% Ready for Shipment	4/15/2026

\$1,500 Per Day Penalty For Not Achieving Milestones	
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Company:	
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Each bidder shall submit one (1) hard copy of SOV and one (1) digital copy of SOV in excel format as specified in Instructions to Bidders.

City of College Station, Wells 10, 11, 12 and Collection Pipeline

Bid Package 2.01

SOV 2.01 - Addenda No. 2

MATERIAL PROCUREMENT

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 2.00 - SOV 2.02 - Valves - ADDENDA Number 2				ENTIRE PROJECT LIMIT - Small and Large Diameter Valves		
Well Collection Lines and Pipeline Gate and Butterfly Valves (Appurtenance Valves and In-Line Valves)						
OWNERS NUMBER	Size	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.00	3"	Gate Valve (Mechanical Joint) for Combination Air Valves (CAVs); Specification 33 12 16 and Applicable Drawings/Details	8.00	Each		\$ -
2.00	8"	Gate Valve (Mechanical Joint) for Blow-Off Valves (BOVs); Specification 33 12 16 and Applicable Drawings/Details	5.00	Each		\$ -
3.00	16"	Butterfly Valve(s); per 40 05 64 and Applicable Drawings/Details	1.00	Each		\$ -
4.00	20"	Butterfly Valve(s); per 40 05 64 and Applicable Drawings/Details	3.00	Each		\$ -
5.00	24"	Butterfly Valve(s); per 40 05 64 and Applicable Drawings/Details	1.00	Each		\$ -
6.00	30"	Butterfly Valve(s); per 40 05 64 and Applicable Drawings/Details	1.00	Each		\$ -
7.00	36"	Butterfly Valve(s); per 40 05 64 and Applicable Drawings/Details	2.00	Each		\$ -
Well Sites 10, 11 & 12 Mechanical Devices; Flanged Gate, Butterfly and Check Valves						
OWNERS NUMBER	Size	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
8.00	3"	Gate Valve (Flanged) for Combination Air Valves (CAVs); Specification 33 12 16 and Applicable Drawings/Details	3.00	Each		\$ -
9.00	4"	Gate Valve (Flanged) for Pump Air Valve Assembly; Specification 33 12 16 and Applicable Drawings/Details	3.00	Each		\$ -
10.00	20"	Gate Valve (Flanged) w/ Operating Wheel - Spur Gear Configuration; per 33 12 16 and Applicable Drawings/Details	6.00	Each		\$ -
11.00	20"	Check Valves (Flanged); per 40 05 65.23 and Applicable Drawings/Details	3.00	Each		\$ -
12.00	20"	Motor operated Butterfly valve (Flanged); per 40 05 64 and Applicable Drawings/Details - inclusive of valve, motor assembly and handwheel	3.00	Each		\$ -
TOTAL BASE BID:			1.00	Lump Sum	TOTAL:	\$ -
ALT1	20"	Venturi Flow Meter; per 40 71 23.13 and Applicable Drawings/Details	3.00	Each		\$ -
ALT2	3"	Gate Valve (Flanged) for Combination Air Valves (CAVs); Specification 33 12 16 and Applicable Drawings/Details	8.00	Each		\$ -
ALT3	8"	Gate Valve (Flanged) for Blow-Off Valves (BOVs); Specification 33 12 16 and Applicable Drawings/Details	5.00	Each		\$ -
ALT4	16"	Gate Valve in lieu of Butterfly Valve(s)(Mechanical Joint Connections); per 33 12 16 and Applicable Drawings/Details	1.00	Each		\$ -
ALT5	20"	Gate Valve in lieu of Butterfly Valve(s)(Mechanical Joint Connections); per 33 12 16 and Applicable Drawings/Details	3.00	Each		\$ -
ALT6	24"	Gate Valve in lieu of Butterfly Valve(s)(Mechanical Joint Connections); per 33 12 16 and Applicable Drawings/Details	1.00	Each		\$ -
ALT7	30"	Gate Valve in lieu of Butterfly Valve(s)(Mechanical Joint Connections); per 33 12 16 and Applicable Drawings/Details	1.00	Each		\$ -
ALT8	36"	Gate Valve in lieu of Butterfly Valve(s)(Mechanical Joint Connections); per 33 12 16 and Applicable Drawings/Details	2.00	Each		\$ -
ALT9	N/A	Supply Bond; 25% of TOTAL BID AMOUNT (BASE + ALTERNATE)	1.00	Lump Sum		\$ -
TOTAL EXTRA WORK or ALTERNATE ITEMS:			1.00	Lump Sum	TOTAL:	\$ -
TOTAL PROPOSED VALUE (BASE BID ITEMS & EXTRA WORK or ALTERNATE ITEMS):			1.00	Lump Sum	TOTAL:	\$ -
Note: 1	All Small Diameter Gate Valves shall have a CL125 drill pattern		Valve Procurement Milestones: Manufactured and Ready to Ship			
Note: 2	Complete Submittal Package submitted to CMAR no later than 11/01/2025		1.00	Due Date of Proposal	7/22/2025	
Note: 3	Manufacturer shall maintain manufacturing and delivery milestones as outlined.		2.00	Anticipated City Board Meeting/Board Approval	9/2/2025	
Note: 4	This is a CMAR Provided Supply Bid Package: Deliveries to be Coordinated with Respective Installation Contractor		3.00	Anticipated Contract Execution (no-later than)	9/16/2025	
Note: 5	ALT2 and ALT3 are to capture changing the Valve Ends (Connections) from Mechanical Joint (MJ) to Flanged on the Pipeline Appurtenances (BOV's and CAV's)		4.00	*50% of each Line Item Ready for Shipment	3/6/2026	
		*Well Collection Lines and Pipeline Gate and Butterfly Valves (Appurtenance Valves and In-Line Valves)	5.00	*100% of each Line Item (Balance) Ready to Ship	4/20/2026	
		*Well Collection Lines and Pipeline Gate and Butterfly Valves (Appurtenance Valves and In-Line Valves)	6.00	100% Well Sites Mechanical Devices Ready to Ship	10/6/2026	
\$1,000 Per Day Penalty For Not Achieving Milestones						
Each bidder shall submit one (1) hard copy of SOV and one (1) digital copy of SOV in excel format as specified in Instructions to Bidders.			Company:			

MATERIAL PROCUREMENT

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 2.00 - SOV 2.03 - Combination Air Valves (CAVs) - ADDENDA Number 2				ENTIRE PROJECT LIMITS - Combination Air Valves (CAVs)		
Well Collection Lines and Pipeline Combination Air Valves (CAVs)						
OWNERS NUMBER	Size	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.00	3"	Combination Air Valve (CAV); Specification 40 05 78 and Applicable Drawings/Details	8.00	Each		\$ -
Well Sites 10, 11 & 12 Combination Air Valves (CAVs)						
OWNERS NUMBER	Size	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
2.00	3"	Combination Air Valve (CAV); Specification 40 05 78 and Applicable Drawings/Details	3.00	Each		\$ -
3.00	4"	Well Service Air Valve Assembly w/ Anti-Slam Regulator or "Surge Check"; Specification 40 05 78 and Applicable Drawings/Details (C-50 - "4" Pump Air Valve Assembly")	3.00	Each		\$ -
TOTAL BASE BID:			1.00	Lump Sum	TOTAL:	\$ -
ALT1		Supply Bond; 25% of TOTAL BID AMOUNT (BASE + ALTERNATE)	1.00	Lump Sum		\$ -
TOTAL EXTRA WORK ITEMS:			1.00	Lump Sum	TOTAL:	\$ -
TOTAL PROPOSED VALUE (BASE BID ITEMS & EXTRA WORK or ALTERNATE ITEMS):			1.00	Lump Sum	TOTAL:	\$ -

Note: 1

Note: 2

Note: 3

Note: 4

Acceptable manufacturers are explicitly defined in the specifications. Substitutions may be deemed non-responsive.

Complete Submittal Package submitted to CMAR no later than 11/01/2025.

Manufacturer shall maintain manufacturing and delivery milestones as outlined for each bid option.

This is a CMAR Provided Supply Bid Package: Deliveries to be Coordinated with Respective Installation Contractor.

**Well Collection Lines and Pipeline CAV's*

**Well Collection Lines and Pipeline CAV's*

Combination Air Valve (CAV) Procurement Milestones		
1.00	Due Date of Proposal	7/22/2025
2.00	Anticipated City Board Meeting/Board Approval	9/2/2025
3.00	Anticipated Contract Execution (no-later than)	9/16/2025
4.00	*50% of each Line Item Ready for Shipment	3/6/2026
5.00	*100% of each Line Item (Balance) Ready to Ship	4/20/2026
6.00	100% Well Sites Mechanical Devices Ready to Ship	10/6/2026

\$1,000 Per Day Penalty For Not Achieving Milestones	
Company:	

Each bidder shall submit one (1) hard copy of SOV and one (1) digital copy of SOV in excel format as specified in Instructions to Bidders.

MATERIAL PROCUREMENT

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 2.00 - SOV 2.05 - Generators and Fuel Tanks - ADDENDA NUMBER 2				Well Sites and Well Pads at 10, 11 and 12																					
Well Sites 10, 11 & 12 Generators and Fuel Tanks																									
OWNERS NUMBER	Size	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION																			
1.00	N/A	Packaged Diesel Generator; 1500KW, per Specification Section 26 32 13.13 and Plans/Details	3.00	Each		\$ -																			
2.00	N/A	Fuel Tank; Per Specification 26 32 13.13, 26 68 11 and Plans/Details (*If Included within Line Item 1.00, please leave UNIT PRICE BLANK)	3.00	Each		\$ -																			
3.00	N/A	Freight & Material Handling, FOB and Included within either SOV Line Item 1.00, 2.00 or both	1.00	Each	INCLUDED	INCLUDED																			
TOTAL BASE BID:			1.00	Lump Sum	TOTAL:	\$ -																			
ALT1		Pre and Post-Submittal Meeting; Travel, Lodging and Incidentals to Houston, TX (1-day each trip)	2.00	Trips		\$ -																			
ALT2		Commissioning; Travel, Lodging and Incidentals to College Station, TX (2-days each trip)	2.00	Trips		\$ -																			
ALT3		Owners Training; Travel, Lodging and Incidentals to College Station, TX (2-days each trip)	1.00	Trips		\$ -																			
ALT4		Extended Storage of Generators and Fuel Tanks	1.00	Month		\$ -																			
ALT2	N/A	Supply Bond; 25% of TOTAL BID AMOUNT (BASE + ALTERNATE)	1.00	Lump Sum		\$ -																			
TOTAL EXTRA WORK ITEMS:			1.00	Lump Sum	TOTAL:	\$ -																			
TOTAL PROPOSED VALUE (BASE BID ITEMS & EXTRA WORK or ALTERNATE ITEMS):			1.00	Lump Sum	TOTAL:	\$ -																			
Contractor "Write-in"	Bidder to confirm Products are in compliance with Project Specifications - 26 32 13.13 and 22 68 11			Yes or No																					
Contractor "Write-in"	Earliest Manufacture and Shipment date of BOTH Generator and Fuel Tank (Single and complete assembly)			Date																					
Contractor "Write-in"	Earliest Manufacture and Shipment date of All Three (3) Generator and Fuel Tank (Complete Package to all Three (3) Well Sites)			Date																					
Note: 1	Acceptable manufacturers are explicitly defined in the specifications. Substitutions may be deemed non-responsive.				<table><tr><td colspan="3">Gens and Fuel Tank Procurement Milestones</td></tr><tr><td>1.00</td><td>Due Date of Proposal</td><td>7/22/2025</td></tr><tr><td>2.00</td><td>Anticipated City Board Meeting/Board Approval</td><td>9/16/2025</td></tr><tr><td>3.00</td><td>Anticipated Contract Execution (no-later than)</td><td>9/29/2025</td></tr><tr><td>4.00</td><td>*Wells 11 and 12 Ready for Shipment</td><td>8/6/2026</td></tr><tr><td>5.00</td><td>Well 10 Ready to Ship</td><td>12/4/2026</td></tr></table>			Gens and Fuel Tank Procurement Milestones			1.00	Due Date of Proposal	7/22/2025	2.00	Anticipated City Board Meeting/Board Approval	9/16/2025	3.00	Anticipated Contract Execution (no-later than)	9/29/2025	4.00	*Wells 11 and 12 Ready for Shipment	8/6/2026	5.00	Well 10 Ready to Ship	12/4/2026
Gens and Fuel Tank Procurement Milestones																									
1.00	Due Date of Proposal	7/22/2025																							
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4.00	*Wells 11 and 12 Ready for Shipment	8/6/2026																							
5.00	Well 10 Ready to Ship	12/4/2026																							
Note: 2	Complete Submittal Package submitted to CMAR no later than 11/01/2025.																								
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Company:																									



City of College Station
Wells 10, 11, 12 and Collection Pipeline

Bid Package 2 - Material Procurement and Tunnel Work Package - 2.01 - Pipe Procurement, 2.02 - Small & Large Diameter Valve Procurement, 2.03 - Combination Air Valve Procurement, 2.04 - Work - Tunnel Installations, 2.05 - Generator and Fuel Tank Procurement.

ADDENDUM No. 3

July 16th, 2025

TO BIDDER OF RECORD:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the purchase of materials and special services described in Bid Package 2.00 for the City of College Station Wells 10, 11, 12 and Collection Pipeline Project dated July 2025 as fully and completely as if the same were full set forth therein. This addendum includes changes, additions, and/or deletions to the Bid Package described above.

GENERAL NOTES:

1. While this Addenda No. 3 only impacts Bid Package 2.05, all prospective Bidders for any Bid Package 2.01 through 2.05 are to Acknowledge this Addenda No. 3 as required within the Contract Documents.

BID DATE:

1. Unchanged for Addenda No. 2 communication.

FRONT END SPECIFICATIONS:

1. 00 42 23.02 – SCHEDULE OF VALUES SPECIFIC TO BID PACKAGE 2.05 – Generator and Fuel Tank Procurement ONLY Has been amended as part of this addendum and therefore should be replaced with those documents included as part of the Addenda No. 3
 - a. PDF attachments as found within this Addenda Packet as well as the Electronic SOV documents uploaded to Civcast as part of this Addenda.

TECHNICAL SPECIFICATIONS:

None.

PLAN SHEETS:

None.

ATTACHMENTS:

1. 00 42 23.02 – Bid Package Scope of Work
 - a. REVISED Schedule of Values – Bid Package 2.05 – Generator and Fuel Tank Material Procurement
 - i. Revisions made to UPDATE MILESTONES – ALL REVISIONS ARE CAPTURED IN **RED TEXT** FOR TRANSPARENCY TO BIDDERS.

CIVCAST UPLOADS:

1. This Addenda No. 3 Packet
2. Revised ELECTRONIC SCHEDULE OF VALUES (SOV) specifically for SOV 2.05 – Generator and Fuel Tank Procurement

END OF ADDENDA

COCs - Wells 10, 11, 12 and Collection Pipeline - Bid Package 2.00 - SOV 2.05 - Generators and Fuel Tanks - ADDENDA NUMBER 3

Well Sites and Well Pads at 10, 11 and 12

Well Sites 10, 11 & 12 Generators and Fuel Tanks

OWNERS NUMBER	Size	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.00	N/A	Packaged Diesel Generator; 1500KW, per Specification Section 26 32 13.13 and Plans/Details	3.00	Each		\$ -
2.00	N/A	Fuel Tank; Per Specification 26 32 13.13, 26 68 11 and Plans/Details (*If Included within Line Item 1.00, please leave UNIT PRICE BLANK)	3.00	Each		\$ -
3.00	N/A	Freight & Material Handling, FOB and Included within either SOV Line Item 1.00, 2.00 or both	1.00	Each	INCLUDED	INCLUDED
TOTAL BASE BID:			1.00	Lump Sum	TOTAL:	\$ -

ALT1		Pre and Post-Submittal Meeting; Travel, Lodging and Incidentals to Houston, TX (1-day each trip)	2.00	Trips		\$ -
ALT2		Commissioning; Travel, Lodging and Incidentals to College Station, TX (2-days each trip)	2.00	Trips		\$ -
ALT3		Owners Training; Travel, Lodging and Incidentals to College Station, TX (2-days each trip)	1.00	Trips		\$ -
ALT4		Extended Storage of Generators and Fuel Tanks	1.00	Month		\$ -
ALT2	N/A	Supply Bond; 25% of TOTAL BID AMOUNT (BASE + ALTERNATE)	1.00	Lump Sum		\$ -
TOTAL EXTRA WORK ITEMS:			1.00	Lump Sum	TOTAL:	\$ -
TOTAL PROPOSED VALUE (BASE BID ITEMS & EXTRA WORK or ALTERNATE ITEMS):			1.00	Lump Sum	TOTAL:	\$ -

Contractor "Write-In"	Bidder to confirm Products are in compliance with Project Specifications - 26 32 13.13 and 22 68 11		Yes or No
Contractor "Write-In"	Earliest Manufacture and Shipment date of BOTH Generator and Fuel Tank (Single and complete assembly)		Date
Contractor "Write-In"	Earliest Manufacture and Shipment date of All Three (3) Generator and Fuel Tank (Complete Package to all Three (3) Well Sites)		Date

Note: 1

Note: 2

Note: 3

Note: 4

Acceptable manufacturers are explicitly defined in the specifications. Substitutions may be deemed non-responsive.
Complete Submittal Package submitted to CMAR no later than 11/01/2025.
Manufacturer shall maintain manufacturing and delivery milestones as outlined for each bid option.
This is a CMAR Provided Supply Bid Package: Deliveries to be Coordinated with Respective Installation Contractor.
**Shipping will be coordinated directly with installation contractor and dates are subject to refinement - Bidder to provide CONFIRMATION or ALTERNATE MILESTONE DATES FOR DELIVERY within their Technical Proposal*
**Shipping will be coordinated directly with installation contractor and dates are subject to refinement - Bidder to provide CONFIRMATION or ALTERNATE MILESTONE DATES FOR DELIVERY within their Technical Proposal*

Gens and Fuel Tank Procurement Milestones

1.00	Due Date of Proposal	7/22/2025
2.00	Anticipated City Board Meeting/Board Approval	9/11/2025
3.00	Anticipated Contract Execution (no-later than)	9/29/2025
4.00	*ANTICIPATED Wells 11 and 12 Ready for Shipment	3/1/2027
5.00	*ANTICIPATED Well 10 Ready to Ship	4/15/2027

\$2,000 Per Day Penalty For Not Achieving Milestones

Company:

CITY OF COLLEGE STATION
WELLS 10, 11, 12 and
COLLECTION PIPELINE

Project No. CCL24267



CITY OF COLLEGE STATION
Home of Texas A&M University®
cstx.gov

CMAR Recommendation #3
COCS Bid Packages 2.00
Material Procurement

Assumptions and Exclusions



Tab 3 – Description of Variations, Substitutions Proposed

1. **Specifications** (See hyperlink provided in Tab 2 to gain access to the contract documents that accompanied Bid Package #2). Per this Material Procurement GMP #3, submittal is “as per specifications” at time of Bid Package #2.
 - a. Qualifications and Assumptions (See Below)
 - b. Exclusions (See Below)
2. **Assumptions and Clarifications**
 - a. This is strictly material procurement per plans and specifications available at time of bid.
 - b. GMP pricing exclusive of installation costs outside of the scopes of work outlined in Bid Package 2.
 - c. GMP pricing contingent upon COCS September 11th Board Approval.
 - d. There are no contingencies included to facilitate material storage at manufacturer (Pipe, fittings, valves, motors and any other component(s)) other than a single month of storage for the Generator and Fuel Tanks (BP 2.05)
 - e. GMP based upon 6-day work weeks (Monday through Saturday).
 - f. GMP does not include standard nor overtime for Construction Inspection Fees that are provided by others.
 - g. GMP does not capture any additional scopes of work for each respective bid package outside of the scopes of work identified within the Schedule of Values attached to this document.
 - h. GMP does not include costs to improve county roads to accommodate construction deliveries, maintenance during construction, nor reimbursement funds. That is to be included in a future GMP if directed and or deemed necessary by the remainder of the Project Team.
 - i. GMP does not include permits, utility encroachment agreement, etc. to be obtained by Others. GMP based on timely procurement of these permits by others to avoid unforeseen construction delay.
 - j. GMP pricing does not account for labor, equipment or other incidentals but includes the materials, administrative fees, and shipping costs to provide these materials to the project.
 - k. GMP does not include costs to provide Rail Road flagging nor special settlement monitoring.
 - l. GMP assumes that access to all properties will remain constant for the duration of the project and all properties necessary for construction.
 - m. GMP based on geotechnical reports available at time of CMAR Bid Package 2.00
 - n. GMP assumed all necessary materials testing called out in the Project Specification are financially covered by others.
 - o. GMP Includes 8% cost of work per CMAR Contract (General Conditions)
 - p. GMP Includes 9% cost of work per CMAR Contract (Construction Services Fee)
 - q. GMP Includes 5% cost of work (Design/CMAR Contingency)(Per AACE Guidelines)
3. **Value Analysis**
4. **Allowance Schedule (Refer to Tab 2 – Design progression Allowance)**
5. **Schedule of Unit Prices (Not applicable)**
6. **All other information (Not applicable)**

Exhibit "A-6" - Pipe Procurement (SOV 2.01)

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 2.00 - SOV 2.01 - Pipe - ADDENDA Number 2			ENTIRE PROJECT LIMIT - Well Collection Pipe and Transmission Main Pipe			
ITEM NUMBER	Size	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Well Collection Lateral Lines and Pipeline - Pipe Material Procurement						
1	20"	20" Ductile Iron Pipe, Class 250, Unrestrained	4,000.00	Linear Feet	\$ 106.22	\$ 424,880.00
2	20"	20" Ductile Iron Pipe, Class 250, Restrained; See Note 11.	500.00	Linear Feet	\$ 157.32	\$ 78,660.00
3	24"	24" Ductile Iron Pipe, Class 200, Unrestrained	2,860.00	Linear Feet	\$ 127.63	\$ 365,021.80
4	24"	24" Ductile Iron Pipe, Class 200, Restrained; See Note 11.	260.00	Linear Feet	\$ 198.48	\$ 51,604.80
5	30"	30" Ductile Iron Pipe, Class 150, Unrestrained	3,000.00	Linear Feet	\$ 219.47	\$ 658,410.00
6	30"	30" Ductile Iron Pipe, Class 150, Restrained; See Note 11.	3,200.00	Linear Feet	\$ 308.58	\$ 987,456.00
7	36"	36" Ductile Iron Pipe, Class 150, Unrestrained	0.00	Linear Feet	\$ 290.10	\$ -
8	36"	36" Ductile Iron Pipe, Class 150, Restrained; See Note 11.	1,040.00	Linear Feet	\$ 409.88	\$ 426,275.20
9	4"	Threaded Outlet (Boss Type) w/Recessed Square Plug (Ductile Iron Connection Plan; Sta. 123+08.78 - Sht C-59 and C-49)	1.00	Each	\$ 3,513.54	\$ 3,513.54
10	20"	20" DIP Spool; 120" Minimum length, Flange x Bell/P.E. - In-Line Butterfly Valve Connections (Well Lateral Piping)	6.00	Each	\$ 18,860.35	\$ 113,162.10
11	24"	24" DIP Spool; 120" Minimum length, Flange x Bell/P.E. - In-Line Butterfly Valve Connections (Collection Line Piping)	2.00	Each	\$ 23,276.28	\$ 46,552.56
12	30"	30" DIP Spool; 120" Minimum length, Flange x Bell/P.E. - In-Line Butterfly Valve Connections (Collection Line Piping)	2.00	Each	\$ 39,981.30	\$ 79,962.60
13	N/A	Lubricants, Gaskets and other 'Standard Pipe/Joint Accessories' - *to be included within the applicable Base/Add/Alt Items	1.00	Lump Sum	INCLUDED	INCLUDED
			TOTAL BASE BID:	1.00	Lump Sum	TOTAL: \$ 3,235,498.60
ALT3	N/A	Supply Bond; 25% of TOTAL BID AMOUNT (BASE + ALTERNATE)	1.00	Lump Sum	\$ 3,029.00	\$ 3,029.00
			TOTAL EXTRA WORK ITEMS:	1.00	Lump Sum	TOTAL: \$ 3,029.00
			TOTAL PROPOSED VALUE (BASE BID ITEMS & EXTRA WORK or ALTERNATE ITEMS):	1.00	Lump Sum	TOTAL: \$ 3,238,527.60
Note: 1	Pipeline Materials for the Well Laterals Start at the following stations and end at the applicable bend/fitting; Well 10 (SHT C-29; 10+62.91), Well 11 (SHT C-31; 10+67.24), Well 12 (SHT C-32; 10+67.31).		Pipe Procurement Milestones and Delivery Rates			
Note: 2	Base Bid Quantities are assuming an HDD Installation Approach which will be comprised of C-200 STEEL PIPE and which the Material Procurement is discluded from this Ductile Iron Pipe procurement package.		1.00	Due Date of Proposal		7/22/2025
Note: 3	Microtunnel (ALTERNATE) Station are from Start Station at 36+33.26 to End Station 493+79 - Starting at VPI's leading into the 'vertical' piping and transitioning into the tunnel.		2.00	Anticipated City Board Meeting/Board Approval		9/11/2025
Note: 4	Butterfly Valve Connections (All) require a Flanged Connection and Class 125 Drilling Pattern.		3.00	Anticipated Contract Execution (no-later than)		9/25/2025
Note: 5	Blow Off Valves and Combination Air Valves require a Mechanical Joint Fitting per the Details - ALT1 and ALT2 to encompass all labor, material and equipment to 'Shop Apply/Weld' the prescribed outlet - Supply Pipe Material with Pre-Manufactured Outlet upon Delivery to Project.		4.00	Well Lateral Pipe - 100% Available for Shipment		2/15/2026
Note: 6	Reference Section Drawings for information related to this Bid Package.		5.00	Pipeline Materials - 50% Ready for Shipment		3/15/2026
Note: 7	Bidder's project approach will be required to be turned in with the bid for evaluation by the Project Team.		6.00	Pipeline Materials - 100% Ready for Shipment		4/15/2026
Note: 8	Bid Item's 8, 9 and 10 - Assume a Flange x Bell and a Flange X Plain End pipe at each Butterfly Valve Connection					
Note: 9	Subcontractor is required to furnish liability insurance in accordance with the agreement and Section 00 72 00 - Standard General Conditions and 00 73 00 - Supplementary Conditions.		\$1,500 Per Day Penalty For Not Achieving Milestones			
Note: 10	Foreign made pipes shall NOT be accepted per Section 33 05 02, 2.1 Materials, A., 1., PIPE					
Note: 11	RESTRAINED JOINTS - Where indicated and where required for thrust restraint, joints shall be restrained. Restrained joints shall be mechanically interlocking joints. Restrained joints shall be U.S. Pipe "TR Flex", American Ductile Iron Pipe "Flex Ring", or Clow Corporation "Super-Lock". Restraining fittings using set screws, restraining gaskets, gripper type glands, and field-cuts of restrained joints shall be Mega-Lug, or approved equal. Field welding shall not be allowed. Restrained joints shall be capable of sustaining the design pressure as specified herein.					
Each bidder shall submit one (1) hard copy of SOV and one (1) digital copy of SOV in excel format as specified in Instructions to Bidders.			Company:		AMERICAN Ductile Iron Pipe Co	

Exhibit "A-7" - Valve Procurement (SOV 2.02)

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 2.00 - SOV 2.02 - Valves - ADDENDA Number 2			ENTIRE PROJECT LIMIT - Small and Large Diameter Valves																														
Well Collection Lines and Pipeline Gate and Butterfly Valves (Appurtenance Valves and In-Line Valves)																																	
OWNERS NUMBER	Size	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION																											
2.00	8"	Gate Valve (Mechanical Joint) for Blow-Off Valves (BOVs); Specification 33 12 16 and Applicable Drawings/Details	5.00	Each	\$ 5,272.00	\$ 26,360.00																											
3.00	16"	Butterfly Valve(s); per 40 05 64 and Applicable Drawings/Details	1.00	Each	\$ 6,147.00	\$ 6,147.00																											
4.00	20"	Butterfly Valve(s); per 40 05 64 and Applicable Drawings/Details	3.00	Each	\$ 8,741.00	\$ 26,223.00																											
5.00	24"	Butterfly Valve(s); per 40 05 64 and Applicable Drawings/Details	1.00	Each	\$ 10,752.00	\$ 10,752.00																											
6.00	30"	Butterfly Valve(s); per 40 05 64 and Applicable Drawings/Details	1.00	Each	\$ 20,353.00	\$ 20,353.00																											
7.00	36"	Butterfly Valve(s); per 40 05 64 and Applicable Drawings/Details	2.00	Each	\$ 20,336.00	\$ 40,672.00																											
Well Sites 10, 11 & 12 Mechanical Devices; Flanged Gate, Butterfly and Check Valves																																	
OWNERS NUMBER	Size	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION																											
8.00	3"	Gate Valve (Flanged) for Combination Air Valves (CAVs); Specification 33 12 16 and Applicable Drawings/Details	3.00	Each	\$ 2,423.00	\$ 7,269.00																											
9.00	4"	Gate Valve (Flanged) for Pump Air Valve Assembly; Specification 33 12 16 and Applicable Drawings/Details	3.00	Each	\$ 2,486.00	\$ 7,458.00																											
10.00	20"	Gate Valve (Flanged) w/ Operating Wheel - Spur Gear Configuration; per 33 12 16 and Applicable Drawings/Details	6.00	Each	\$ 19,334.00	\$ 116,004.00																											
11.00	20"	Check Valves (Flanged); per 40 05 65.23 and Applicable Drawings/Details	3.00	Each	\$ 22,503.00	\$ 67,509.00																											
12.00	20"	Motor operated Butterfly valve (Flanged); per 40 05 64 and Applicable Drawings/Details - inclusive of valve, motor assembly and handwheel	3.00	Each	\$ 19,123.00	\$ 57,369.00																											
TOTAL BASE BID:			1.00	Lump Sum	TOTAL:	\$ 386,116.00																											
ALT1	20"	Venturi Flow Meter; per 40 71 23.13 and Applicable Drawings/Details	3.00	Each	\$ 25,500.00	\$ 76,500.00																											
ALT2	3"	Gate Valve (Flanged) for Combination Air Valves (CAVs); Specification 33 12 16 and Applicable Drawings/Details	8.00	Each	\$ 4,573.00	\$ 36,584.00																											
ALT9	N/A	Supply Bond; 25% of TOTAL BID AMOUNT (BASE + ALTERNATE)	1.00	Lump Sum	\$ 2,000.00	\$ 2,000.00																											
TOTAL EXTRA WORK or ALTERNATE ITEMS:			1.00	Lump Sum	TOTAL:	\$ 115,084.00																											
TOTAL PROPOSED VALUE (BASE BID ITEMS & EXTRA WORK or ALTERNATE ITEMS):			1.00	Lump Sum	TOTAL:	\$ 501,200.00																											
Note: 1	All Small Diameter Gate Valves shall have a CL125 drill pattern		<table><tr><td colspan="3">Valve Procurement Milestones: Manufactured and Ready to Ship</td></tr><tr><td>1.00</td><td>Due Date of Proposal</td><td>7/22/2025</td></tr><tr><td>2.00</td><td>Anticipated City Board Meeting/Board Approval</td><td>9/2/2025</td></tr><tr><td>3.00</td><td>Anticipated Contract Execution (no-later than)</td><td>9/16/2025</td></tr><tr><td>4.00</td><td>*50% of each Line Item Ready for Shipment</td><td>3/6/2026</td></tr><tr><td>5.00</td><td>*100% of each Line Item (Balance) Ready to Ship</td><td>4/20/2026</td></tr><tr><td>6.00</td><td>100% Well Sites Mechanical Devices Ready to Ship</td><td>10/6/2026</td></tr><tr><td colspan="3">\$1,000 Per Day Penalty For Not Achieving Milestones</td></tr><tr><td>Company:</td><td colspan="2">CORE AND MAIN</td></tr></table>				Valve Procurement Milestones: Manufactured and Ready to Ship			1.00	Due Date of Proposal	7/22/2025	2.00	Anticipated City Board Meeting/Board Approval	9/2/2025	3.00	Anticipated Contract Execution (no-later than)	9/16/2025	4.00	*50% of each Line Item Ready for Shipment	3/6/2026	5.00	*100% of each Line Item (Balance) Ready to Ship	4/20/2026	6.00	100% Well Sites Mechanical Devices Ready to Ship	10/6/2026	\$1,000 Per Day Penalty For Not Achieving Milestones			Company:	CORE AND MAIN	
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Company:	CORE AND MAIN																																
Note: 2	Complete Submittal Package submitted to CMAR no later than 11/01/2025																																
Note: 3	Manufacturer shall maintain manufacturing and delivery milestones as outlined.																																
Note: 4	This is a CMAR Provided Supply Bid Package: Deliveries to be Coordinated with Respective Installation Contractor																																
Note: 5	ALT2 and ALT3 are to capture changing the Valve Ends (Connections) from Mechanical Joint (MJ) to Flanged on the Pipeline Appurtenances (BOV's and CAV's)																																
*Well Collection Lines and Pipeline Gate and Butterfly Valves (Appurtenance Valves and In-Line Valves)																																	
*Well Collection Lines and Pipeline Gate and Butterfly Valves (Appurtenance Valves and In-Line Valves)																																	
Each bidder shall submit one (1) hard copy of SOV and one (1) digital copy of SOV in excel format as specified in Instructions to Bidders.																																	

Exhibit "A-8" - Combination Air Valves CAVs (SOV 2.03)

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 2.00 - SOV 2.03 - Combination Air Valves (CAVs) - ADDENDA Number 2				ENTIRE PROJECT LIMITS - Combination Air Valves (CAVs)																							
Well Collection Lines and Pipeline Combination Air Valves (CAVs)																											
OWNERS NUMBER	Size	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION																					
1.00	3"	Combination Air Valve (CAV); Specification 40 05 78 and Applicable Drawings/Details	8.00	Each	\$ 1,940.00	\$ 15,520.00																					
Well Sites 10, 11 & 12 Combination Air Valves (CAVs)																											
OWNERS NUMBER	Size	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION																					
2.00	3"	Combination Air Valve (CAV); Specification 40 05 78 and Applicable Drawings/Details	3.00	Each	\$ 1,940.00	\$ 5,820.00																					
3.00	4"	Well Service Air Valve Assembly w/ Anti-Slam Regulator or "Surge Check"; Specification 40 05 78 and Applicable Drawings/Details (C-50 - "4" Pump Air Valve Assembly")	3.00	Each	\$ 3,607.00	\$ 10,821.00																					
			TOTAL BASE BID:	1.00	Lump Sum	TOTAL: \$ 32,161.00																					
ALT1		Supply Bond; 25% of TOTAL BID AMOUNT (BASE + ALTERNATE)	1.00	Lump Sum	\$ 500.00	\$ 500.00																					
			TOTAL EXTRA WORK ITEMS:	1.00	Lump Sum	TOTAL: \$ 500.00																					
			TOTAL PROPOSED VALUE (BASE BID ITEMS & EXTRA WORK or ALTERNATE ITEMS):	1.00	Lump Sum	TOTAL: \$ 32,661.00																					
Note: 1		Acceptable manufacturers are explicitly defined in the specifications. Substitutions may be deemed non-responsive.		<table><tr><td colspan="3">Combination Air Valve (CAV) Procurement Milestones</td></tr><tr><td>1.00</td><td>Due Date of Proposal</td><td>7/22/2025</td></tr><tr><td>2.00</td><td>Anticipated City Board Meeting/Board Approval</td><td>9/2/2025</td></tr><tr><td>3.00</td><td>Anticipated Contract Execution (no-later than)</td><td>9/16/2025</td></tr><tr><td>4.00</td><td>*50% of each Line Item Ready for Shipment</td><td>3/6/2026</td></tr><tr><td>5.00</td><td>*100% of each Line Item (Balance) Ready to Ship</td><td>4/20/2026</td></tr><tr><td>6.00</td><td>100% Well Sites Mechanical Devices Ready to Ship</td><td>10/6/2026</td></tr></table>			Combination Air Valve (CAV) Procurement Milestones			1.00	Due Date of Proposal	7/22/2025	2.00	Anticipated City Board Meeting/Board Approval	9/2/2025	3.00	Anticipated Contract Execution (no-later than)	9/16/2025	4.00	*50% of each Line Item Ready for Shipment	3/6/2026	5.00	*100% of each Line Item (Balance) Ready to Ship	4/20/2026	6.00	100% Well Sites Mechanical Devices Ready to Ship	10/6/2026
Combination Air Valve (CAV) Procurement Milestones																											
1.00	Due Date of Proposal	7/22/2025																									
2.00	Anticipated City Board Meeting/Board Approval	9/2/2025																									
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6.00	100% Well Sites Mechanical Devices Ready to Ship	10/6/2026																									
Note: 2		Complete Submittal Package submitted to CMAR no later than 11/01/2025.																									
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Note: 4		This is a CMAR Provided Supply Bid Package: Deliveries to be Coordinated with Respective Installation Contractor.																									
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Company:	CORE AND MAIN																										

Exhibit "A-9" - Generators and Fuel Tanks (SOV 2.05)

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 2.00 - SOV 2.05 - Generators and Fuel Tanks - ADDENDA NUMBER 3				Well Sites and Well Pads at 10, 11 and 12			
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Well Sites 10, 11 & 12 Generators and Fuel Tanks						
OWNERS NUMBER	Size	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.00	N/A	Packaged Diesel Generator; 1500KW, per Specification Section 26 32 13.13 and Plans/Details	3.00	Each	\$ 1,297,000.00	\$ 3,891,000.00
2.00	N/A	Fuel Tank; Per Specification 26 32 13.13, 26 68 11 and Plans/Details (*If Included within Line Item 1.00, please leave UNIT PRICE BLANK)	3.00	Each	INCLUDED	\$ -
3.00	N/A	Freight & Material Handling, FOB and Included within either SOV Line Item 1.00, 2.00 or both	1.00	Each	INCLUDED	INCLUDED
TOTAL BASE BID:			1.00	Lump Sum	TOTAL:	\$ 3,891,000.00

ALT1		Pre and Post-Submittal Meeting; Travel, Lodging and Incidentals to Houston, TX (1-day each trip)	2.00	Trips	INCLUDED	\$ -
ALT2		Commissioning; Travel, Lodging and Incidentals to College Station, TX (2-days each trip)	2.00	Trips	INCLUDED	\$ -
ALT3		Owners Training; Travel, Lodging and Incidentals to College Station, TX (2-days each trip)	1.00	Trips	INCLUDED	\$ -
ALT4		Extended Storage of Generators and Fuel Tanks	1.00	Month	\$ 30,500.00	\$ 30,500.00
ALT2	N/A	Supply Bond; 25% of TOTAL BID AMOUNT (BASE + ALTERNATE)	1.00	Lump Sum	\$ 12,000.00	\$ 12,000.00
TOTAL EXTRA WORK ITEMS:			1.00	Lump Sum	TOTAL:	\$ 42,500.00
TOTAL PROPOSED VALUE (BASE BID ITEMS & EXTRA WORK or ALTERNATE ITEMS):			1.00	Lump Sum	TOTAL:	\$ 3,933,500.00

Contractor "Write-In"	Bidder to confirm Products are in compliance with Project Specifications - 26 32 13.13 and 22 68 11	Yes	Yes or No
Contractor "Write-In"	Earliest Manufacture and Shipment date of BOTH Generator and Fuel Tank (Single and complete assembly)	2/15/2027	Date
Contractor "Write-In"	Earliest Manufacture and Shipment date of All Three (3) Generator and Fuel Tank (Complete Package to all Three (3) Well Sites)	3/15/2027	Date

Note: 1 Acceptable manufacturers are explicitly defined in the specifications. Substitutions may be deemed non-responsive.

Note: 2 Complete Submittal Package submitted to CMAR no later than 11/01/2025.

Note: 3 Manufacturer shall maintain manufacturing and delivery milestones as outlined for each bid option.

Note: 4 This is a CMAR Provided Supply Bid Package: Deliveries to be Coordinated with Respective Installation Contractor.

*Shipping will be coordinated directly with installation contractor and dates are subject to refinement - Bidder to provide CONFIRMATION or ALTERNATE MILESTONE DATES FOR DELIVERY within their Technical Proposal

*Shipping will be coordinated directly with installation contractor and dates are subject to refinement - Bidder to provide CONFIRMATION or ALTERNATE MILESTONE DATES FOR DELIVERY within their Technical Proposal

Gens and Fuel Tank Procurement Milestones		
1.00	Due Date of Proposal	7/22/2025
2.00	Anticipated City Board Meeting/Board Approval	9/11/2025
3.00	Anticipated Contract Execution (no-later than)	9/29/2025
4.00	*ANTICIPATED Wells 11 and 12 Ready for Shipment	3/1/2027
5.00	*ANTICIPATED Well 10 Ready to Ship	4/15/2027

\$2,000 Per Day Penalty For Not Achieving Milestones	
Company:	Weifield Group Contracting Texas, LLC

Each bidder shall submit one (1) hard copy of SOV and one (1) digital copy of SOV in excel format as specified in Instructions to Bidders.

Exhibit “A-10”
Bond Riders for Payment and Performance Bonds

INCREASE PENALTY RIDER

BOND NO. 30236819/ 674224407

To be attached and form a part of Bond No. 30236819/ 674224407 dated the 2nd Day of May, 2025, executed by The Continental Insurance Company/ Liberty Mutual Insurance Company as surety, on behalf of Garney Companies, Inc. as current principal of record, and in favor of City of College Station, TX, as Obligee for JOB 7488: New Water Wells 10,11,12 Access Roads and Pipelines Project, and in the amount of Six Million Eight Hundred Ninety Five Thousand Nine Hundred Seventy Seven Dollars and 28/100 (\$6,895,977.28).

In consideration of the agreed premium charged for this bond, it is understood and agreed that The Continental Insurance Company/ Liberty Mutual Insurance Company hereby consents that effective from the 28th Day of August, 2025, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:(GMP Amendment 3 - \$9,466,684.15)

FROM: Six Million Eight Hundred Ninety Five Thousand Nine Hundred Seventy Seven Dollars and 28/100 (\$6,895,977.28)

TO: Sixteen Million Three Hundred Sixty Two Thousand Six Hundred Sixty One Dollars and 43/100 (\$16,362,661.43)

The INCREASE of said bond penalty shall be effective as of the 28th Day of August, 2025, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 28th Day of August, 2025

Garney Companies, Inc.
PRINCIPAL

BY



William D. Williams, Executive Vice President

The Continental Insurance Company/ Liberty Mutual Insurance Company
SURETY

BY



K. Zerounian, ATTORNEY-IN-FACT

THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

City of College Station, TX
OBLIGEE

BY



TITLE



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On AUGUST 28, 2025 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared K. Zerounian,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **K. Zerounian**, Individually of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: 674224407 / 30236819

Principal: Garney Companies, Inc.

Obligee: City of College Station, TX

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of January, 2024.



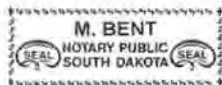
The Continental Insurance Company,

Larry Kasten

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of January, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 28th day of August 2025



The Continental Insurance Company

D. Johnson

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.FRAMMITY.COM > Owner / Obligatee Services > Validate Bond Coverage, if you want to verify bond authenticity.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **K. Zerounian** all of the city of **San Francisco**, state of **CA**, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: **Garney Companies, Inc.**
Obligee Name: **City of College Station, TX**
Surety Bond Number: **674224407 / 30236819**

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of August, 2025



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of August, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

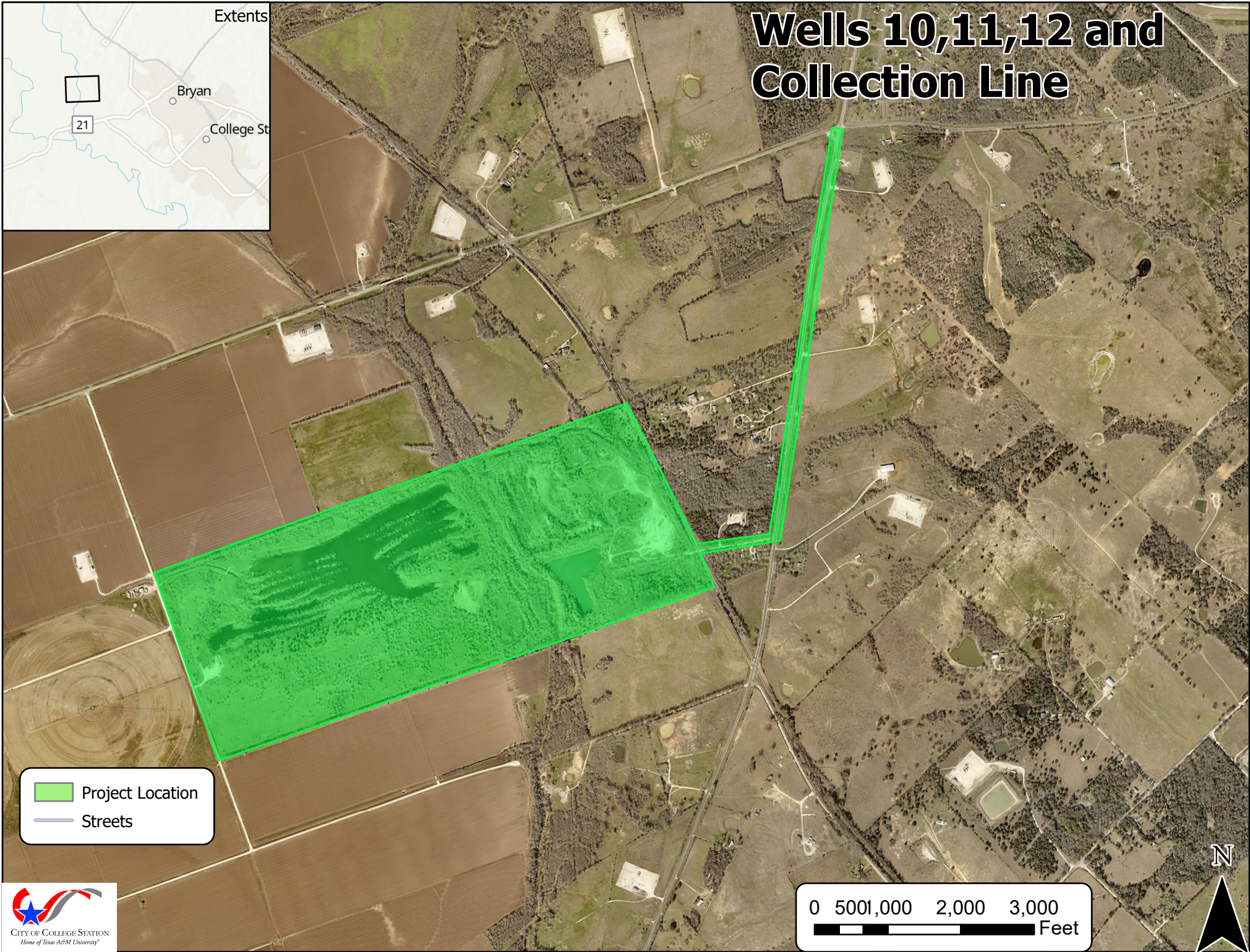
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of August, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

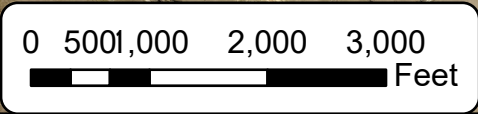


Wells 10,11,12 and Collection Line



Project Location

Streets



September 11, 2025
Item No. 9.5.
Priority Power Management, LLC Real Estate Contract

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding a real estate contract with Priority Power Management, LLC for the sale of approximately 200 acres of land in the Midtown Business Park at the intersection of Midtown Drive and Corporate Parkway in the amount of \$150,000 per acre. The final square footage of the property and the City's remaining property, if any, will be identified on the approved replat.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the real estate contract.

Summary: The City of College Station owns approximately 300 acres of land east of where Corporate Parkway terminates into Midtown Drive. Of this, around 200 acres are developable, with the remainder being natural areas. This property, zoned M-1 Light Industrial, is slated to become the next business/industrial park for the City of College Station, known as the Midtown Business Park. The M-1 Light Industrial district allows for a variety of uses, including manufacturing, processing, fabrication, assembly, packaging, storage, warehousing, distribution, and others. Priority Power Management, LLC (Priority Power) has submitted an offer to purchase up to all the available developable acres for a data center project. The project would include a 1-3 story data center or multiple data centers on the property. The size of the project will be determined based on how much power can be secured, which will not be known until a power study is complete. If the power study determines that enough power cannot be secured, Priority Power will not move forward with the project.

Priority Power, established in 2001 and based in Texas, is a full-service energy management firm. They provide services related to energy procurement, risk management, interconnection services, and renewable energy solutions, managing energy for over 8,500 clients.

The City has had this property for sale for several years. However, the property only has roadway access and utility infrastructure on Midtown Drive, limiting the sale of lots compared to other business parks where transportation networks and utility infrastructure are already established, such as the College Station Business Center. The Thoroughfare Plan for the city has identified Corporate Parkway as extending through the site to connect with Pebble Creek Parkway at William D Fitch Parkway. With this extension, utilities would likely be installed along this route and branch off where needed to serve future development. The estimated cost for the road and utility extension is \$25-\$30 million. Additionally, the property's lack of highway visibility limits its desirability for businesses seeking that amenity. If this project moves forward, the extension of Corporate Parkway and utilities would not need to occur, as this use would not generate a significant amount of traffic.

The sale for this development has several advantages, including:

- Land Sales Revenue: An approximate \$30 million sales price if the company purchases all 200 acres.
- Ongoing Tax and Other Revenue: The development of a data center project with a capital expenditure of \$1-\$4 billion, depending on the size of the development, resulting in \$10 to \$22 million in annual revenue to the city's general fund through property tax, sales tax, and electric fund transfer.
- Infrastructure Cost Savings: As this would be a single development with limited traffic, there would be no need to extend Corporate Parkway through the property, along with the associated utilities, creating an estimated savings of \$25-\$30 million.

While the data center project offers several advantages, there are also concerns that need to be addressed. These include:

- Noise: Data centers have raised concerns about noise in various communities, leading to the establishment of best practices to ensure these facilities are located a certain distance from residential areas. Guidelines recommend placing such facilities at least 200 feet away from any residential zones. To address this concern, the City would maintain ownership of the greenway portion between the nearest residential subdivision and the subject property, creating a 600-900-foot buffer between the property and the nearest residential subdivision. This does not include the additional setback the project would have on their property. Through the agreements, the City will be able to set additional minimum setback requirements for the project. Additionally, as part of the contract, Priority Power will be required to conduct a sound study to ensure the project complies with City ordinances regarding noise. The noise ordinance limits daytime and nighttime noise to 63 and 56 decibels, respectively. Finally, advancements in data center technologies have led to noise reduction through the use of new fans and alternative cooling devices, such as liquid-cooled facilities.
- Power: As part of this project, the City and Priority Power will need to enter into a separate power supply agreement outlining the terms and conditions for purchasing power. If an agreement cannot be reached, either party may terminate the contract.
- Water: As part of this project, the City and Priority Power will need to enter into a separate water supply agreement outlining the terms and conditions for purchasing water. If an agreement cannot be reached, either party may terminate the contract. Since this area was designated as an industrial park, it was planned for a specific usage of water by the users who would locate at the property. In conversations with Priority Power, they have confirmed that they do not plan to exceed the initially planned water consumption for this area.

As it relates to the real estate contract:

- Priority Power would pay \$150,000 per acre, totaling approximately \$30 million if all of the acreage is purchased.
- If not all of the developable acreage is purchased, the City would retain the property along Midtown Drive for future development opportunities.
- The feasibility period would be 180 days with a \$1,000 non-refundable fee and \$15,000 earnest money. A first extension could be exercised for another 180 days for an additional \$10,000. A second extension could then be exercised for an additional 360 days for \$200,000, of which \$50,000 would be non-refundable.

- Separate power and water supply agreements would need to be agreed to by both parties.
- The City would maintain a right to repurchase the property at the sales price should the development not commence within 365 days after closing.
- Priority Power will complete a sound study to ensure the development complies with City ordinances.

In conclusion, before any specific project details can be determined, a power supply study must be completed to assess the available power to the site. Once this is established, the scope of the project can be designed. Overall, the City stands to gain numerous benefits, including significant land sales revenue, ongoing tax and other revenue, and infrastructure cost savings. However, it is crucial to address concerns related to potential noise, power, and water. Through the preservation of a large vegetative buffer area, along with subsequent studies and agreements, many of these concerns can be mitigated.

In addition to the attached real estate contract, a subject site map is included that illustrates the site boundaries along with measured distances to adjacent residential properties. A conceptual site plan is also provided, depicting a potential full build-out of a 600MW facility. This concept includes two, two-story buildings. If only a portion of the electrical capacity can be secured, the scale of the buildings would be reduced accordingly. The actual amount of electrical capacity available will not be known until the completion of the study.

Budget & Financial Summary: Real Estate Contract

- **Purchase Price:** Priority Power would pay \$150,000 per acre, totaling approximately \$30 million if all of the acreage is purchased.
- **Feasibility Fee:** The feasibility period would be 180 days with a \$1,000 non-refundable fee and \$15,000 earnest money. A first extension could be exercised for another 180 days for an additional \$10,000. A second extension could then be exercised for an additional 360 days for \$200,000, of which \$50,000 would be non-refundable.

Project

- **Ongoing Tax and Other Revenue:** The development of a data center project with a capital expenditure of \$1-\$4 billion, depending on the size of the development, resulting in \$10 to \$22 million in annual revenue to the city's general fund through property tax, sales tax, and electric fund transfer.
- **Infrastructure Cost Savings:** As this would be a single development with limited traffic, there would be no need to extend Corporate Parkway through the property, along with the associated utilities, creating a savings of nearly \$25-\$30 million.

Attachments:

1. PPM Real Estate Contract-City of College Station 09-05-2025
2. Midtown Business Park Subject Property Map
3. Conceptual Site Plan

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE ("Real Estate Contract") is made by and between the **CITY OF COLLEGE STATION, TEXAS**, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("Seller"), and **PRIORITY POWER MANAGEMENT, LLC**, a Texas limited liability company ("Buyer"), upon the terms and conditions set forth herein.

RECITALS

A. Seller is the owner of a fee simple interest in and to all those certain lots, tracts or parcels of land, lying and being situated in Brazos County, Texas and being approximately 200 acres within A000901, Thomas Carruthers, Tracts 3.10 and 4.4 & A005401 R Stevenson, as described in **EXHIBIT A** (the "Total Land"), which is intended to be separated into one or more parcels of land pursuant to the Plat (defined below).

ARTICLE I PURCHASE AND SALE

1.1 Seller agrees to sell and convey by Special Warranty Deed and Buyer agrees to purchase and pay for, for the consideration and subject to the terms, provisions, and conditions set forth herein:

All that certain tract of land being a portion of the Total Land to be determined by the New Survey as described below (the "Land" or "Property") located in College Station, Brazos County, Texas, together with all and singular the rights and appurtenances pertaining to the Land, including all right, title and interest of Seller in and to strips, gaps, gores, adjacent roads, streets, alleys or rights-of-way (the "Property").

1.2 Purchase Price. The purchase price for said Property shall be in the amount of **ONE HUNDRED AND FIFTY THOUSAND AND NO/100DOLLARS (\$150,000.00) PER ACRE** (the "Purchase Price"). The final acreage of the Land shall be identified on the approved New Survey before closing. The Purchase Price, less the Earnest Money (defined below) and, if deposited, the **First Extension Fee** and the **Second Extension Fee**, and plus or minus the prorations provided for herein, shall be payable in full at Closing.

1.3 City Council Approval. This Real Estate Contract to sell and purchase the Property is subject to approval by vote of the City Council of the City of College Station, Texas, such approval reflected by the signature of Seller's representatives to this Real Estate Contract.

1.4 Title Commitment. The Seller will provide a Commitment for Title Insurance (the "Title Commitment") to insure title to the Buyer at Buyer's option pursuant to the terms of this Real Estate Contract; said Title Commitment will then be attach hereto as **EXHIBIT B** and made a part hereof for all intents and purposes. Buyer may at its cost order a new or updated Commitment for Title Insurance from the Title Company (together with copies of the exception documents referenced therein, the "New Title Commitment").

1.5 Existing Survey. The Seller has provided a copy of the existing survey of the Property as shown in **EXHIBIT A** (the "Existing Survey").

1.6 Buyer may at its cost order a Phase 1 Environmental Site Assessment.

1.7 New Survey. Buyer will at its cost order and obtain a new or updated survey of the Total Land (the "New Survey"), which will show the proposed boundaries of, state the proposed number of gross acres in, and provide the proposed metes and bound legal description of the Land and any portion of the Land not to be purchased by Buyer ("Retained Land"). Buyer shall deliver a copy of the New Survey to Seller, and Buyer and Seller shall reasonably cooperate in good faith to determine the metes and bounds legal descriptions of the Land and any Retained Land at least thirty (30) days before the expiration of the Feasibility Period. If any Retained Land exists, a portion of the Retained Land shall be located along the frontage of Midtown Drive, which shall both allow Seller to market and sell the Retained Land for additional development and allow Buyer access to the Land from the frontage of Midtown Drive. The New Survey shall be considered the "Survey" for all purposes under this Real Estate Contract upon Buyer's and Seller's approval, and, upon completion of the New Survey the metes and bounds description of the Land prepared in connection with the New Survey will be used to describe the Land in all closing documents used to consummate the transaction contemplated by this Real Estate Contract.

1.8 Taxes. The parties agree that general real estate taxes on the Property for the then current year shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the current tax bill is not available at Closing, then the proration shall be made on the basis of the most recent ascertainable tax bill and will be adjusted by Buyer and Seller once the final tax amounts are available. Seller is a tax-exempt entity. Buyer agrees and understands that Seller assumes no responsibility for rollback taxes, if any. The terms of this Section 1.8 shall survive Closing.

1.9 Feasibility.

(a) Feasibility Period. Buyer requires adequate time to complete due diligence. Buyer shall have a **feasibility period of one hundred and eighty (180) days from Opening of Escrow** as set forth below (the "Feasibility Period") to conduct pre-marketing studies, engineering, environmental, feasibility, zoning, land plan or land use studies or reviews, inspections, investigations, and reviews of the Property. Buyer and its employees, agents and/or independent contractors may come upon said Property at any time during the Feasibility Period in connection with the Buyer's review of the Property **(provided that Buyer shall indemnify and hold harmless Seller from and against any and all liability, responsibility or damages incurred or sustained by Seller as a result of the actions of Buyer, its employees, agents or independent contractors in connection therewith, but not the mere discovery of an existing condition on the Property or to the extent caused by Seller's gross negligence or willful misconduct)**. Buyer shall, at its expense, promptly repair and restore any damage to the Property caused by Buyer and/or its agents in connection with such inspections, studies, or tests. **Buyer hereby agrees to indemnify, defend, and hold Seller harmless from and against all loss, cost, damage, claims or cause of action actually incurred by Seller or asserted against Seller arising from personal injury or**

Property damage caused by actions taken at the Property by Buyer or its agents, engineers or consultants, but not the mere discovery of an existing condition on the Property or to the extent caused by Seller's gross negligence or willful misconduct. Seller acknowledges that Buyer intends to conduct an investigation of the Property, which may include examination of any and all documentation with respect to the Property, examination of the title to the Property, conduct tests to determine the presence or absence of hazardous waste, asbestos, radon and other similar materials and substances, and determine the compliance of the Property with all applicable laws, rules, codes and regulations. Notwithstanding anything contained herein to the contrary, Buyer's repair and indemnification obligations pursuant to this Section shall survive closing hereunder or termination of this Real Estate Contract (regardless of the reason for termination), as the case may be. Within ten (10) business days after the Opening of Escrow, Seller shall provide to Buyer copies of any previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property, any plats of the Property, copies of current utility capacity letters for the Property, and any other items reasonably requested by Buyer (collectively, the "Due Diligence Items").

(b) Feasibility Period Extensions.

- i. **First Extension.** Before the end of the Feasibility Period, Buyer may elect in writing to extend the Feasibility Period for an additional one hundred and eighty (180) days (the "First Extension"). If Buyer elects such First Extension, Buyer will deposit an additional **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** ("First Extension Fee") with Title Company on or before the expiration of the Feasibility Period. The First Extension Fee shall be non-refundable to Buyer (except in the event of a default by Seller under this Real Estate Contract) and shall be applied to the Purchase Price at Closing.
- ii. **Second Extension.** Before the end of the Feasibility Period as extended by the First Extension, Buyer may elect in writing to extend the Feasibility Period for an additional three hundred and sixty (360) days (the "Second Extension"). If Buyer elects such Second Extension, Buyer will deposit an additional **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)** with Title Company on or before the expiration of the Feasibility Period (as extended by the First Extension), and is in two parts as an extension fee and additional earnest money as described below:

- (a) **Second Extension Fee. FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** is the "Second Extension Fee," of which shall be non-refundable to Buyer (except in the event of a default by Seller under this Real Estate Contract) and shall be applied to the Purchase Price at Closing; and

(b) Additional Earnest Money. ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) is the "Additional Earnest Money"; and together with the Initial Earnest Money, the "Earnest Money" of which shall be refundable to Buyer upon termination or expiration of this Agreement. Following the Second Extension, the Title Company shall be directed to invest the Earnest Money in an interest-bearing account mutually acceptable to Seller and Buyer. Any interest earned on this account shall be added to the Earnest Money and considered a part of the Earnest Money. The Earnest Money shall be credited to the Purchase Price at Closing.

iii. **Feasibility Period Extension Agreements.** The City Manager has the authority to agree to and execute any additional Feasibility Period extension agreements. From and after the date on which Buyer elects to extend the Feasibility Period pursuant to this Section, if ever, the term "Feasibility Period" shall mean the Feasibility Period, as extended.

(c) Buyer's Notice to Accept Property or Not or Extend. On or before the expiration of the Feasibility Period, Buyer shall provide the Seller and the Title Company with written notice that either **(i) Acceptable:** the Property is acceptable, and Buyer desires to consummate the transaction contemplated herein and Buyer's election to proceed to close the transaction contemplated with respect to the Property shall constitute Buyer's election that the Property is acceptable, subject to the terms and conditions of this Real Estate Contract, **(ii) Extension:** Buyer intends to proceed with the Feasibility Period Extension and deposit an Extension Fee or Additional Earnest Money as defined and described in this Agreement, or **(iii) Not Acceptable:** the Property is not acceptable and Buyer desires to terminate this Real Estate Contract. This Real Estate Contract shall be deemed terminated upon Buyer's notification in writing that the Property is not acceptable and Buyer desires to terminate this Real Estate Contract.

(d) Failure to Notify. Buyer's failure to notify Seller during the Feasibility Period, in writing, that the Property is not acceptable or that Buyer intends to proceed with the Feasibility Period Extension, shall mean the Property is not acceptable and this Real Estate Contract is deemed terminated.

1.10 Government Approvals.

(a) Buyer acknowledges that Seller is a Texas Home Rule Municipal Corporation with regulatory authority over land use and building applications, including subdivision, zoning, development, and construction on real property within College Station city limits.

(b) THE BUYER RECOGNIZES AND EXPRESSLY AGREES THAT THE SELLER IS NOT OBLIGATED BY VIRTUE OF THIS REAL ESTATE CONTRACT TO APPROVE ANY APPLICATION OR REQUEST FOR GOVERNMENTAL APPROVALS WHICH SELLER OR BUYER MAY

SUBMIT TO A GOVERNMENTAL BODY AND CERTIFIES AND ACKNOWLEDGES THAT SELLER HAS NOT MADE ANY REPRESENTATIONS TO OR AGREEMENTS WITH BUYER THAT SELLER WILL GRANT ANY GOVERNMENTAL APPROVALS SUBMITTED BY BUYER OR SELLER.

1.11 Plat. Buyer, at Buyer's expense, shall cause a plat with respect to the Total Land (the "Plat") to be prepared so that the Land and any Retained Land (as shown on the New Survey) are separate, distinct tax parcels that satisfy all applicable governmental regulations and shall depict the location of the Land and the Retained Land within the Total Land, the boundary and layout of the Land and the Retained Land to be determined by Buyer with Seller's written approval, such approval not to be unreasonably withheld, conditioned or delayed. The approval of the Plat shall be completed and recorded against the Property before Closing so that the Land and the Retained Land constitute legally subdivided parcels and separately assessed tax parcels from and after Closing. Buyer agrees to (i) keep Seller reasonably informed on the status of the Plat, and (ii) provide to Seller copies of any preliminary or final plat before submitting the same so Seller can review and approve of the plat and encumbrances thereon, such approvals not to be unreasonably withheld, conditioned or delayed. Once approved, Seller shall promptly execute, file and/or record the Plat before or at Closing (and in no event later than Closing). Buyer hereby consents to Seller recording the approved Plat against the Property before or at Closing, and the Plat shall be a Permitted Exception. The timely filing of the Plat shall be a condition to Buyer's obligation to proceed to Closing. The parties agree that Seller shall be permitted to reserve a public utility easement for the benefit of the City of College Station within the Total Land for uses consistent with a public utility easement across the Total Land in a location to be mutually determined before Plat approval. The City Manager has the authority to agree to and execute any extension agreements under this section.

1.12 Special Warranty Deed. The sale of the Property shall be made by a Special Warranty Deed in the form prepared by Seller attached hereto as **EXHIBIT C**.

1.13 Title and Survey Review.

- (a) **Review of Title and Survey.** Buyer shall have a period of time ("Title Review Period") commencing on the Effective Date of this Agreement and ending ten (10) business days after the first date on which Buyer shall have received both the Title Commitment (or subsequent New Title Commitment) and the Survey (or subsequent New Survey), in which to notify Seller in writing of any objections Buyer has to any matters shown on the Title Commitment or the Survey. All objections raised by Buyer in the manner herein provided are hereafter called "Objections." Seller shall have the option, but not the obligation, to remedy or remove all Objections (or agree irrevocably in writing to remedy or remove all such Objections at or before Closing) during the period of time ("Cure Period") ending on the ten (10) business days after Seller's receipt of Buyer's notice of such Objections, and, if Seller elects to cure or remove any such Objections, it shall be a condition precedent to Buyer's obligation to acquire the Property that Seller cures such Objections (including any Mandatory Cure Items) prior to Closing to Buyer's reasonable satisfaction. Except to the extent that Seller cures, or agrees in

writing to cure, such Objections during the Cure Period, Seller shall be deemed to have elected not to cure such matters (other than any Mandatory Cure Items, which shall be cured by Seller). In the event Seller is, or is deemed to be unable or unwilling to remedy or cause the removal of any Objections (or agree irrevocably to do so at or before Closing) within the Cure Period, then either (i) this Agreement may be terminated in its entirety by Buyer by giving Seller written notice to such effect during the period of time ("Termination Period") ending five (5) business days following the end of the Cure Period, whereupon the Title Company shall return the Earnest Money to Buyer, except as herein otherwise provided, and thereafter the parties hereto shall be released of further obligations hereunder; or (ii) any such Objections may be waived by or on behalf of Buyer, with Buyer deemed to have waived such Objections if notice of termination is not given within the Termination Period. Any title encumbrances or exceptions which are set forth in the Title Commitment or the Survey and to which Buyer does not object within Title Review Period (or which are thereafter waived or deemed to be waived by Buyer) shall be deemed to be permitted exceptions ("Permitted Exceptions") to the status of Seller's title to the Property. Nothing in the foregoing shall be deemed a waiver of Seller's obligation to cure all Mandatory Cure Items if Buyer does not terminate this Real Estate Contract as a result of Seller's failure to timely cure the same.

- (b) Mandatory Cure Items.** Any other provision herein to the contrary notwithstanding, (i) any lien or encumbrance affecting the Property that constitutes, secures or evidences an outstanding obligation of Seller under any mortgage or deed of trust or any other monetary lien encumbering title to the Property; (ii) any mechanic's or materialman's lien arising by, through or under Seller; (iii) any unpaid ad valorem taxes and assessments for any years prior to the year of Closing; (iv) any exceptions or encumbrances created by, through or under Seller after the effective date of the New Title Commitment without Buyer's consent and (v) all matters set forth in Schedule C of the New Title Commitment (collectively, the "Mandatory Cure Items"), shall be satisfied, cured, or removed by Seller at or before the Closing.

1.14 Power Supply and Water.

- (a) CCN.** Buyer and Seller acknowledge the Land is within the Seller's water and electric utility service area or Certificate of Convenience and Necessity (CCN). Buyer and Seller acknowledge that the Seller has the exclusive right to serve customers in its CCN. These terms below apply to any utility the Seller provides, specifically the electric utility and water utility.
- (b) Power Supply.** Buyer and Seller acknowledge Buyer's intended use consumes considerable amounts of power that the Seller does not supply now in the intended quantities and cannot be liable to purchase without firm agreements from the Buyer to assume its share of risk and liability of the intended power purchase and related infrastructure, including but not limited to its share of risk and liability associated with power contracted for in the wholesale market for the Property with specific risks Buyer

may agree to fully be responsible for as negotiated and agreed to in separate agreement(s) by the parties.

(c) Separate Agreements. Buyer and Seller, during the Feasibility Period and before Closing, will in good faith negotiate and execute an agreement or multiple agreements for water utility service, electric utility service, power supply, and agreements for payment to the City for water utility service, electric utility service and power supply to the Land and its intended improvements.

(d) Termination. If Buyer and Seller cannot negotiate and execute agreements with terms, at minimum, that include all the following items listed in the subparts below, then this Agreement may be terminated by either party in writing any time before Closing. Any termination under this section, for the avoidance of doubt is not a breach of the Agreement, and neither party shall have any rights to pursue any type of claim or action for specific performance. If the Seller terminates under this section any Feasibility Fee, First Extension Fee or Second Extension Fee is refunded to the Buyer. Any agreement must include the following terms and conditions:

- i. The Buyer to purchase electric power and water from the Seller.
- ii. The Seller establishes the applicable fees, charges, taxes, rate classes and tariffs for the purchased electric power and water.
- iii. The Seller's status as a non-deregulated municipal owned utility is not at risk, put in jeopardy, challenged, or its credit rating or status adversely affected.
- iv. That all the risk, expense, responsibility and burden for payment and security obligations to any power generator or any power supplier for payment of the power shall be placed with the Buyer.
 - i. The parties will negotiate in good faith the terms of deposit or security in benefit of Seller, and any agreed-to mechanism for return of any deposits or securities. Specifically, the parties will negotiate a mechanism to return any deposits or securities upon power reaching the required level of operation and issuing new security in benefit of Seller, such as an irrevocable letter of credit, to protect Seller from the risk of wholesale market exposure in the event of Buyer failing to pay for power, ceasing to exist or to operate at the required level of power consumption, which will also have a mechanism to scale down the letter of credit based on operation.
- v. Details of the terms of payment of all fees, taxes, rate classes and tariffs to the Seller for all power and water and the related infrastructure.
- vi. Any agreement contains adequate language that will fully and completely assign the agreement and subsequent agreements to subsequent purchasers or users. The Seller retains full authority to not consent to the assignment if said assignment, in the Seller's sole reasonable discretion, may increase the Seller's risk exposure, put into jeopardy or negatively affect the Seller's current credit rating or financial position, or otherwise adversely affect the Seller's status as a utility.

- vii. Minimum setbacks for buildings, maximum heights of buildings, and non-residential architectural standards.
- viii. Details of the terms of RT energy imbalance.
- ix. Buyer will be permitted to maintain emergency back-up generation to maintain continuity of service during an outage at the Property and for the project. The back-up generation shall only be used for regular maintenance purposes, unscheduled emergency purposes, grid failure, or similar outage situations related to maintaining continuity of service during an outage.

ARTICLE II EARNEST MONEY

2.1 Initial Earnest Money. Within three (3) business days after the full execution of this Real Estate Contract by Buyer and Seller, Buyer agrees to deposit with LAWYERS TITLE COMPANY OF BRAZOS COUNTY at 1450 Copperfield Parkway, Suite 100 College Station, Texas 77845-7343 (the "Title Company") as an earnest money deposit, the sum of **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00)** in cash (the "Initial Earnest Money"). The date on which such Initial Earnest Money is deposited with the Title Company is referred to herein as "**Opening of Escrow**".

2.2 Feasibility Fee. The sum of **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** of the Initial Earnest Money ("Feasibility Fee") shall be non-refundable as the required fee for the one hundred and eighty (180) day Feasibility Period as defined herein above. This Feasibility Fee is non-refundable, but will be credited to the Purchase Price at Closing.

2.4 Buyer Termination During Feasibility Period. If Buyer terminates this Real Estate Contract for any reason in Buyer's sole discretion by written notice to Seller on or before the end of the Feasibility Period, as it may be extended, the Earnest Money, less the Feasibility Fee, shall be returned to Buyer and Seller will retain any Extension Fees. Should Buyer determine not to go forward with purchasing the Property, Buyer's sole recourse shall be to terminate this Real Estate Contract before the expiration of the Feasibility Period, as it may be extended (or later if such election to terminate is in connection with the failure of a condition precedent), and receive the return of the Earnest Money as provided above. Upon Buyer's and Seller's joint written notice to the Title Company of the termination of this Real Estate Contract, the Title Company shall disburse such Earnest Money and any accrued interest thereon to Buyer and/or Seller as instructed therein.

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

3.1 Seller hereby represents and warrants to Buyer as follows as of the effective date and, except with respect to the Retained Land and as otherwise disclosed in written notice from Seller to Buyer at or before the expiration of the Feasibility Period, as of the Closing Date:

- (a) **Authority.** Seller has the full right, power, and authority to enter into and perform its obligations under this Real Estate Contract.

- (b) Status; Binding Obligation. Seller is a duly formed and validly existing Texas Home Rule Municipal Corporation. This Real Estate Contract is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to the effect of applicable sovereign or governmental immunity, bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.
- (c) Non-Foreign Person. Seller is not a “foreign person” within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended (the “Code”).
- (d) Non-Contravention. The execution and delivery of this Real Estate Contract by Seller and the consummation by Seller of the transactions contemplated hereby will not (i) to Seller’s knowledge, violate any judgment, order, injunction, decree, regulation or ruling of any court or governmental entity, (ii) conflict with, result in a breach of, or constitute a default under the organizational documents of Seller or (iii) conflict with, result in a breach of, or constitute a default under any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Seller is a party or by which Seller may be bound.
- (e) Suits and Proceedings. There are no legal actions, suits or similar proceedings pending and served or, to Seller’s knowledge, threatened against Seller or the Total Land which involve or affect the Property or the validity or enforceability of this Real Estate Contract or Seller’s closing documents.
- (f) Personal and Intangible Property. There are no equipment, machinery, furniture, furnishings, supplies and other tangible personal property and fixtures located on, or intangible personal property (including, without limitation, all plans and specifications and all other architectural and engineering drawings; all warranties, guaranties, indemnities and claims; all surveys, engineering reports and other technical information; all governmental permits, approvals, licenses or similar documents; all utility deposits) or any other property owned or held by Seller which is used exclusively in connection with the operation, ownership, use, or management of the Property.
- (g) Consents. No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Real Estate Contract by Seller or the performance by Seller of the transactions contemplated hereby.
- (h) No Violations. Seller has not received any written notification from any governmental entity, owner’s association or other party under a recorded restrictive covenant affecting the Total Land, insurance company or any other parties (i) that the Total Land is in violation of applicable fire, health, building, use, occupancy or zoning laws or (ii) that any work is required to be done upon or in connection with the Total Land where such work remains outstanding.

- (i) Condemnation. Seller has not received any written condemnation notice with respect to all or any portion of the Total Land and, to Seller's knowledge, Seller is not aware of any pending condemnation concerning the Total Land.
- (j) Leases; Contracts. Except as otherwise disclosed in the Title Commitment (or subsequent commitment), there are no existing leases or licenses whether oral or written, affecting the Total Land.
- (k) No Other Options. Except as otherwise disclosed in the Title Commitment (or subsequent commitment) or this Real Estate Contract, the Total Land is not subject to any outstanding agreement(s) of sale or options, rights of first refusal (including such rights under Seller's organizational documents) or other rights of purchase to which Seller is a party.
- (l) Environmental. Seller has not received written notice of any violation of any environmental laws and, to Seller's knowledge, no hazardous materials exist at the Property.
- (m) Due Diligence Items. To Seller's knowledge, copies of the Due Diligence Items which have been delivered to Buyer are true, correct and complete copies of all such Due Diligence Items in Seller's possession or control, and Seller is not aware of any material inaccuracy or omission in such Due Diligence Items.
- (n) OFAC; Patriot Act; Anti-Money Laundering. Seller is not, and will not become a person identified on U.S. Treasury's Office of Foreign Asset Control listing of Specially Designated Nationals and Blocked Persons (a "Prohibited Person"). Seller (i) is not and will not become owned or controlled by a Prohibited Person, (ii) is not acting hereunder and will not act hereunder for or on behalf of a Prohibited Person, and (iii) is not providing and will not provide material, financial or technological support or other services to or in support of acts of terrorism of a Prohibited Person. Seller will not enter into or undertake any activities related to this Real Estate Contract in violation of any anti-money laundering laws.

If Seller becomes aware that (a) any of Seller's representations and warranties set forth herein are untrue, or (b) at any time at or before Closing, there is any change with respect to the matters represented and warranted by Seller herein, then Seller shall give Buyer reasonable written notice thereof.

When reference is made in this Article III to Seller's "knowledge", such term shall include only the current actual knowledge of Seller's Council members (none of which shall have any personal liability with respect to any such matters) and current actual knowledge, after reasonable inquiry, of Seller's other officials, officers, agents, and employees (none of which shall have any personal liability with respect to any such matters).

EXCEPT AS EXPRESSLY PROVIDED IN THIS REAL ESTATE CONTRACT, THE DEED AND THE OTHER DOCUMENTS TO BE EXECUTED AND DELIVERED BY SELLER AT CLOSING (THE "CLOSING DOCUMENTS"), THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS.

BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN AS EXPRESSLY PROVIDED IN THIS REAL ESTATE CONTRACT, THE DEED AND THE CLOSING DOCUMENTS). EXCEPT AS EXPRESSLY PROVIDED IN THIS REAL ESTATE CONTRACT, THE DEED AND THE CLOSING DOCUMENTS, BUYER EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND SELLER EXPRESSLY DISCLAIMS, AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN EXPRESS OR IMPLIED (EXCEPT AS EXPRESSLY PROVIDED IN THIS REAL ESTATE CONTRACT, THE DEED AND THE CLOSING DOCUMENTS) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO ANY IMPROVEMENTS ON THE PROPERTY HEREIN CONVEYED, AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS.

3.2 From the Effective Date until Closing or any earlier termination of this Real Estate Contract:

- (a) Seller shall operate and manage the Property in the normal course of Seller's business and maintain the Property in the same condition as of the Effective Date, ordinary wear and tear excepted.
- (b) Seller will not, without the prior written consent of Buyer, which consent, if requested before the expiration of the Feasibility Period, will not be unreasonably withheld or delayed, and, if requested after the expiration of the Feasibility Period, shall be in Buyer's sole discretion, execute any (i) lease, license or other occupancy agreement with respect to the Property, (ii) agreement granting a lien, easement, restrictive covenant, right-of-way or other encumbrance, or (iii) any amendment, supplement or other modification to any of the foregoing.

- (c) Neither Seller nor any party acting for or on behalf of Seller shall (a) directly or indirectly solicit, initiate or participate in any way in discussions or negotiations with, provide any information or assistance to, or enter into any agreement with, any person or group of persons (other than Buyer or its representatives) concerning the purchase or sale of the Property, or (b) assist or participate in, facilitate or encourage any effort or attempt by any person (other than Buyer or its representatives) to do or seek to do any of the foregoing. Notwithstanding the foregoing, Seller may solicit, market the sale of, and/or enter into agreement for the sale of the Retained Land after completion of the New Survey.

3.3 In the event that the Property or any portion thereof becomes subject to any condemnation or eminent domain proceeding, or any Seller-initiated re-zoning prior to the Closing that is reasonably expected to materially and adversely affect the intended use or development of the Property, including, without limitation, the Intended Use, then Buyer may elect to terminate this Real Estate Contract, in which case the Initial Earnest Money and, if deposited, the entire Additional Earnest Money shall be returned to Buyer and neither party shall have any further obligation to the other, except for obligations expressly stated to survive.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 Buyer represents and warrants to Seller as of the effective date and as of the Closing Date that:

- (a) Authority. Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Real Estate Contract and to carry out Buyer's obligations under this Real Estate Contract and all requisite action necessary to authorize Buyer to enter into this Real Estate Contract and to carry out Buyer's obligations hereunder has been obtained on or before closing will have been taken.
- (b) Status; Binding Obligation. Buyer is a duly formed and validly existing Texas limited liability company. This Real Estate Contract is a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.
- (c) Non-Contravention. The execution and delivery of this Real Estate Contract by Buyer and the consummation by Buyer of the transactions contemplated hereby will not (i) to Buyer's knowledge, violate any judgment, order, injunction, decree, regulation or ruling of any court or governmental entity, (ii) conflict with, result in a breach of, or constitute a default under the organizational documents of Buyer or (iii) conflict with, result in a breach of, or constitute a default under any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Buyer is a party or by which Buyer may be bound.

- (d) OFAC; Patriot Act; Anti-Money Laundering. Buyer is not, and will not become a Prohibited Person. Buyer (i) is not and will not become owned or controlled by a Prohibited Person, (ii) is not acting hereunder and will not act hereunder for or on behalf of a Prohibited Person, and (iii) is not providing and will not provide material, financial or technological support or other services to or in support of acts of terrorism of a Prohibited Person. Buyer will not enter into or undertake any activities related to this Real Estate Contract in violation of any anti-money laundering laws.
- (e) No Plan Assets. Buyer is not and is not acting on behalf of (iv) an “employee benefit plan” as defined in Section 3(3) of ERISA, that is subject to Title I of ERISA, (v) a “plan” as defined in and subject to Section 4975 of the Code, or (vi) an entity deemed to hold the “plan assets” (within the meaning of 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA) of any of the foregoing.

ARTICLE V CLOSING

5.1 The closing (the “Closing”) shall be held at Title Company, within sixty (60) days after the expiration of the Feasibility Period (the “Closing Date”). Notwithstanding the previous sentence or anything in this Real Estate Contract to the contrary, Buyer shall have the right to accelerate the Closing Date at any time by providing at least thirty days’ written notice to Seller and the Title Company, in which event the Closing Date shall be the date set forth in such written notice. Seller and Buyer may mutually agree, in writing, to extend the Closing Date. The City Manager is authorized to extend the Closing Date on behalf of Seller.

5.2 At the closing, Seller shall (through escrow with the Title Company as applicable):

- (a) Prepare, at Seller’s cost, and deliver to Buyer:
- i. the duly executed and acknowledged Special Warranty Deed in the form attached hereto as **EXHIBIT C** (the “Deed”) conveying the Property, free and clear of any and all liens and encumbrances, except for Permitted Exceptions.
 - ii. a duly executed and acknowledged Foreign Investment in Real Property Tax Act, in customary form reasonably acceptable to Seller, Buyer and Title Company;
 - iii. evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the underwriter for the Title Policy; and
 - iv. any additional documents that the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Real Estate Contract (provided, however, no such additional document shall expand any

obligation, covenant, representation or warranty of Seller or result in any new or additional obligation, covenant, representation or warranty of Seller under this Real Estate Contract beyond those expressly set forth in this Real Estate Contract).

- (b) Deliver possession of the Property to Buyer.
- (c) Deliver to Buyer, or cause the Title Company to deliver to Buyer, at Buyer's expense, a TLTA Owner's Policy of Title Insurance, insuring indefeasible title issued by Title Company, in Buyer's favor in the full amount of the Purchase Price, insuring Buyer's fee simple interest in the Property subject only to the Permitted Exceptions (the "Title Policy").
- (d) Pay Seller's Broker and/or Real Estate Commission fees, if any.
- (e) Pay the Seller's expenses or attorney fees.
- (f) Receive the Purchase Price, less the Earnest Money (together with any accrued interest thereon), the Feasibility Fee and, if deposited, the First Extension Fee and the Second Extension Fee, plus or minus the prorations set forth in this Real Estate Contract.
- (g) Deliver executed power supply agreement(s) for electric utility service, power supply, and agreements for payment to the City for electric utility service and power supply to the Land and its intended improvements.

5.3 Upon such performance by Seller at closing, Buyer shall (through escrow with the Title Company as applicable):

- (a) Pay the Purchase Price, less the Earnest Money (together with any accrued interest thereon), the Feasibility Fee and, if deposited, the First Extension Fee and the Second Extension Fee, plus or minus the prorations set forth in this Real Estate Contract.
- (b) Pay the cost of the New Survey of the Property, and pay any additional premium for the survey/boundary deletion in the Title Policy or any other endorsements to the Title Policy, if the deletion or such other endorsements are requested by Buyer.
- (c) Pay the cost of the title policy premium for a Title Policy insuring indefeasible title issued by Title Company, in Buyer's favor in the full amount of the purchase price, insuring Buyer's fee simple interest in the Property subject only to such exceptions as shown on the Title Commitment attached as **EXHIBIT B** and those additional easements, reservations and other matters set forth in the Special Warranty Deed attached hereto as **EXHIBIT C**. Pay the cost of any extended coverage premium for the Title Policy.

- (d) Pay the escrow fees.
- (e) Pay the cost for tax certificates.
- (f) Pay Buyer's Broker and/or Real Estate Commission fees, if any.
- (g) Pay the sole costs to obtain, deliver and record all documents to be recorded at closing relative to any lien Buyer may obtain for the purchasing of the Property.
- (h) Pay the costs to record all documents recorded at closing for the purchase of the Property, including but not limited to the Deed.
- (i) Pay the Buyer's expenses and attorney fees (unless Buyer elects to pay such expenses or fees outside of Closing).
- (j) Pay any and all other closing costs customarily borne by buyers of commercial property in the jurisdiction where the Property is located.
- (k) Deliver executed power supply agreement(s) for electric utility service, power supply, and agreements for payment and deposits to the City for electric utility service and power supply to the Land and its intended improvements.

5.4 In addition to any other conditions precedent set forth in this Real Estate Contract, the obligations of Buyer pursuant to this Real Estate Contract shall, at the option of Buyer, be subject to the following conditions precedent:

- (a) All of the representations, warranties and agreements of Seller set forth in this Real Estate Contract shall be true and correct in all material respects as of the Effective Date and, except with respect to the Retained Land, on the Closing Date.
- (b) Seller shall not have on or before Closing, failed to meet, comply with or perform in any material respect any conditions or agreements on Seller's part as required by the terms of this Real Estate Contract.
- (c) Seller shall have executed and delivered to the Title Company all of the documents required to be delivered by Seller at Closing.
- (d) The Title Company shall be irrevocably committed to issue the Title Policy to Buyer, subject only to payment of the applicable title premium by Buyer.
- (e) There shall have been no material and adverse change with respect to the Property since the expiration of the Feasibility Period.
- (f) The Approvals shall continue to be in full force and effect as of the Closing Date.

- (g) Seller and Buyer have executed power supply agreement(s) for electric utility service, power supply, and agreements for payment and deposits to the City for electric utility service and power supply to the Land and its intended improvements.

If any condition precedent to Buyer's obligation to close set forth in this Real Estate Contract is not satisfied on or before the applicable time period stated in this Real Estate Contract, then Buyer may, at its election, (1) waive any or more of the foregoing conditions and proceed to Closing, or (2) terminate this Real Estate Contract and recover the Earnest Money by delivering written notice thereof to Seller, in which case, neither Seller nor Buyer shall have any obligations hereunder except those that expressly survive the termination of this Real Estate Contract; provided that if the failure of such condition is due to the default of Seller, Buyer shall be entitled to the rights and remedies provided in Article VIII below.

ARTICLE VI SPECIAL CONDITIONS

6.1 The Special Warranty Deed will contain the following reservations and information, and the conveyance effected thereby will be subject to the following **AS IS** language:

GRANTOR hereby reserves for itself, its successors and assigns, all of the Reserved Groundwater Rights. As used in this Special Warranty Deed, the following terms shall have the following meanings: Groundwater – All of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel; Reserved Groundwater - All of the Groundwater now or in the future located in, on or under the Property. Reserved Groundwater Rights - All of the Reserved Groundwater, together with the right to explore for, drill for, pump, develop, withdraw, produce and transport the Reserved Groundwater and Groundwater produced from other properties, from surface locations other than on the Property, including, without limitation, all personal Property rights and entitlements relating to or applicable to the Reserved Groundwater, including, without limitation, permits, licenses, historical use entitlements, wells, pumps, and infrastructure; provided that there shall never in any event be any ingress or egress on or across the surface of the above-described premises for the purposes of exploration, development, production or transportation of such Groundwater, it being expressly contemplated by the parties to this instrument that any production of such Groundwater shall be from the surface of other Property; provided, further that Grantee's prior approval is required, but not to be unreasonably withheld, in any event of GRANTOR's exploration, development, production or transportation of Reserved Groundwater or exercise of the Reserved Groundwater Rights in which engineering studies performed by GRANTOR or GRANTOR's agents regarding the exercise of the Reserved Groundwater Rights call into question the structural integrity of Grantee's completed structures located on the surface of the Property. **GRANTOR hereby reserves unto itself, its successors and assigns,** any and all oil, gas and other minerals in, on or under the premises described on the attached **EXHIBIT A**; provided that there shall never in any event be any ingress or egress on or across the surface of the Property for the purposes of exploration, development, production or transportation of such oil, gas or other minerals,

it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of property other than the Property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface of the Property, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN AS EXPRESSLY PROVIDED IN THIS REAL ESTATE CONTRACT, THE DEED AND THE CLOSING DOCUMENTS). EXCEPT AS EXPRESSLY PROVIDED IN THIS REAL ESTATE CONTRACT, THE DEED AND THE CLOSING DOCUMENTS GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (OTHER THAN AS EXPRESSLY PROVIDED IN THIS REAL ESTATE CONTRACT, THE DEED AND THE CLOSING DOCUMENTS) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (II) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (I) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (II) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

ARTICLE VII BREACH BY BUYER

7.1 In the event Buyer fails to close by reason of default or breach of Buyer at any time or fails to fully and timely perform any of Buyer's obligations under this Real Estate Contract for any reason except Seller's default, Seller may, as its sole and exclusive remedy, collect the full Earnest Money, including the Initial Earnest Money, any Additional Earnest Money and any Feasibility Fees, if applicable, as liquidated damages and terminate this Real Estate Contract.

ARTICLE VIII BREACH BY SELLER

8.1 In the event Seller fails to consummate the conveyance of the Property (Seller being in default and Buyer not being in default hereunder), or fails to fully and timely perform any of Seller's obligations under this Real Estate Contract without curing after written notice for any reason except Buyer's default, the following options shall be available to be exercised by Buyer, as Buyer's sole and exclusive remedies:

- (a) Collect the Earnest Money, including the Initial Earnest Money and, if deposited, the entire Additional Earnest Money, and, if deposited, the First Extension Fee and the Second Extension Fee on deposit with the Title Company, and terminate this Real Estate Contract;
- (b) Waive, before or at the Closing, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; or
- (c) Pursue a claim for specific performance of Seller's obligations hereunder; provided that, the equitable remedy of specific performance must be instituted, if at all, within sixty (60) days after the breach by Seller, and if such action is not so instituted within such period of time, then Buyer shall be deemed conclusively to have waived the right to institute such action and to have elected to pursue the other remedies provided hereinabove. In addition, for the avoidance of doubt, no action for specific performance may be instituted by Buyer against Seller with respect to any breach of or any other claim arising from: (1) any matters, concepts, terms, or conditions contained in Section 1.14 (Power Supply and Water) of this Real Estate Contract, or (2) the parties inability to reach complete and final future agreements regarding all of the matters, concepts, terms, and conditions contained in Section 1.14 (Power Supply and Water) of this Real Estate Contract, or (3) a representation or warranty or failure of any condition due to any case not reasonably within the control of Seller, Buyer's remedies in any such event being limited to termination or waiver.

After Closing, Seller and Buyer shall, subject to the terms and conditions of this Real Estate Contract, have such rights and remedies as are available at law or in equity, except that neither Seller nor Buyer shall be entitled to recover from the other consequential or special damages.

**ARTICLE IX
INTENDED USE & RIGHT TO REPURCHASE**

9.1 The parties acknowledge and agree that the Property is being acquired by the Buyer with the intent of designing, building and operating a high performance computing center(s) (including crypto mining facilities) or similar facility on the Property, including for the purposes of housing computer systems, servers, storage devices, networking equipment, and other essential infrastructure required to store, manage, process, and distribute data (herein called the “Intended Use”).

9.2 If Buyer does not commence site development of a high performance computing center(s) (including crypto mining facilities) or similar facility related to the Intended Use within three-hundred and sixty-five (365) days after Closing, Seller has and may exercise a right to repurchase the Property from Buyer by paying to Buyer the purchase price paid by Buyer under this Real Estate Contract, less any customary and reasonable real estate transaction expenses incurred by Seller related to the repurchase. When Buyer commences significant site development or construction, Seller’s repurchase right under this paragraph shall terminate. Commencement of significant site development shall be defined as any procurement of long lead time items used for development of the site more than \$2,500,000 and commencement of construction is deemed to have occurred upon Buyer obtaining a valid building or site permit.

9.3 Buyer agrees to begin to conduct a sound study promptly following delivery by the City of the expected power available. Buyer agrees not to violate the City’s noise ordinance before or after operation of its project at the Property.

**ARTICLE X
MISCELLANEOUS**

10.1 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties shall survive the closing and shall not be merged by deed or otherwise be extinguished. Seller’s representations and warranties set forth in Section 3.1 shall survive the Closing for a period of 18 months following the Closing Date and shall not be merged by deed or otherwise be extinguished.

10.2 Notice. Any notice required or permitted to be delivered by this Real Estate Contract shall be deemed received when sent by (a) United States mail, postage prepaid, certified mail, return receipt requested, (b) nationally recognized overnight courier (e.g., FedEx), or (c) by electronic mail, addressed to Seller or Buyer, as the case may be, at the addresses set forth below:

Buyer: Priority Power Management, LLC
777 Post Oak Boulevard, Suite 430
Houston, Texas 77056
Attn: Legal Department
Email: legalnotices@prioritypower.com

Seller: City of College Station
Attention: Adam C. Falco, City Attorney
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842
Telephone: 979-764-3507
Email: afalco@cstx.gov

Notices given by counsel to Buyer shall be deemed given by Buyer, and notices given by counsel to Seller shall be deemed given by Seller. Any party may change its notice address by delivering a notice of such change to the other party in accordance with this Section 10.2.

10.3 Texas Law to Apply. This Real Estate Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Real Estate Contract are to be performed in Brazos County, Texas.

10.4 Parties Bound. This Real Estate Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. The persons executing this Real Estate Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Real Estate Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative. Buyer may assign this Real Estate Contract without the consent of Seller if such assignment is to an affiliate of Buyer or a wholly owned entity of Buyer or Buyer's owner. Except as provided above, any other assignment of this Real Estate Contract by Buyer shall require the consent of Seller. Seller shall not be permitted to assign or otherwise transfer this Real Estate Contract or any of its rights or obligations hereunder.

10.5 Invalid Provision. In case any one or more of the provisions contained in this Real Estate Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Real Estate Contract, and this Real Estate Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Real Estate Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Real Estate Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.6 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Real Estate Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Real Estate Contract or any amendments or exhibits hereto.

10.7 Prior Agreements Superseded. This Real Estate Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

10.8 Time of Essence. Time is of the essence to this Real Estate Contract.

10.9 Gender. Words of any gender used in this Real Estate Contract 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.

10.10 Multiple Counterparts. This Real Estate Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Real Estate Contract it shall not be necessary to produce or account for more than one counterpart.

10.11 Real Estate Contract Execution. This Real Estate Contract by Seller to sell the Property is approved by vote of the City Council of the City of College Station, Texas; such approval reflected by the signature of Seller's representative to this Real Estate Contract. Once this Real Estate Contract is executed by the Buyer and Seller, the FULLY EXECUTED date shall be the date this Real Estate Contract is approved by vote of the City Council.

10.12 Memorandum of Real Estate Contract. Upon request of either party, both parties shall promptly execute a memorandum of this Real Estate Contract suitable for filing of record.

LIST OF EXHIBITS:

EXHIBIT A Survey will be provided when completed.

EXHIBIT B Title Commitment will be provided within 45 days of Contract execution.

EXHIBIT C Special Warranty Deed

EXECUTED on this the _____ day of _____, 2025.

Seller:

Buyer:

CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

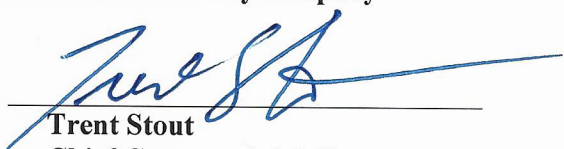
PRIORITY POWER MANAGEMENT, LLC
a Texas limited liability company

By: _____

Mayor

Date: _____

By: _____


Trent Stout

Chief Commercial Officer

Date: 09-05-2025

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

Assistant City Manager/CFO

Date: _____

City Attorney

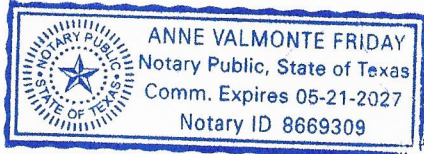
Date: _____

THE STATE OF TEXAS §

COUNTY OF HARRIS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 5TH day of SEPTEMBER, 2025,
by Trent Stout, Chief Commercial Officer of Priority Power Management, LLC, a Texas limited
liability company, on behalf of said company.



Anne Valmonte Friday

NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2025,
by JOHN P. NICHOLS, as Mayor of the CITY OF COLLEGE STATION, TEXAS, a Texas Home
Rule Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

EXHIBIT A
Survey

Survey will be provided when completed.

The general area shall include Block 2, Lots 1 through 9, and Block 3, Lot 2 and Lots 4 through 8, as shown on the Preliminary Plan below, including the right-of-way traversing the property between these lots.

Block	Lot	Acres
2	1	13.67
2	2	15.73
2	3	20.18
2	4	5.00
2	5	8.41
2	6	17.43
2	7	12.32
2	8	10.12
2	9	9.00
3	2	18.59
3	4	10.53
3	5	14.12
3	6	13.58
3	7	8.29
3	8	7.11
Right-of-Way		9.80
Approximate TOTAL		193.87



Contract No. 25300729
Real Estate Contract
9-3-25

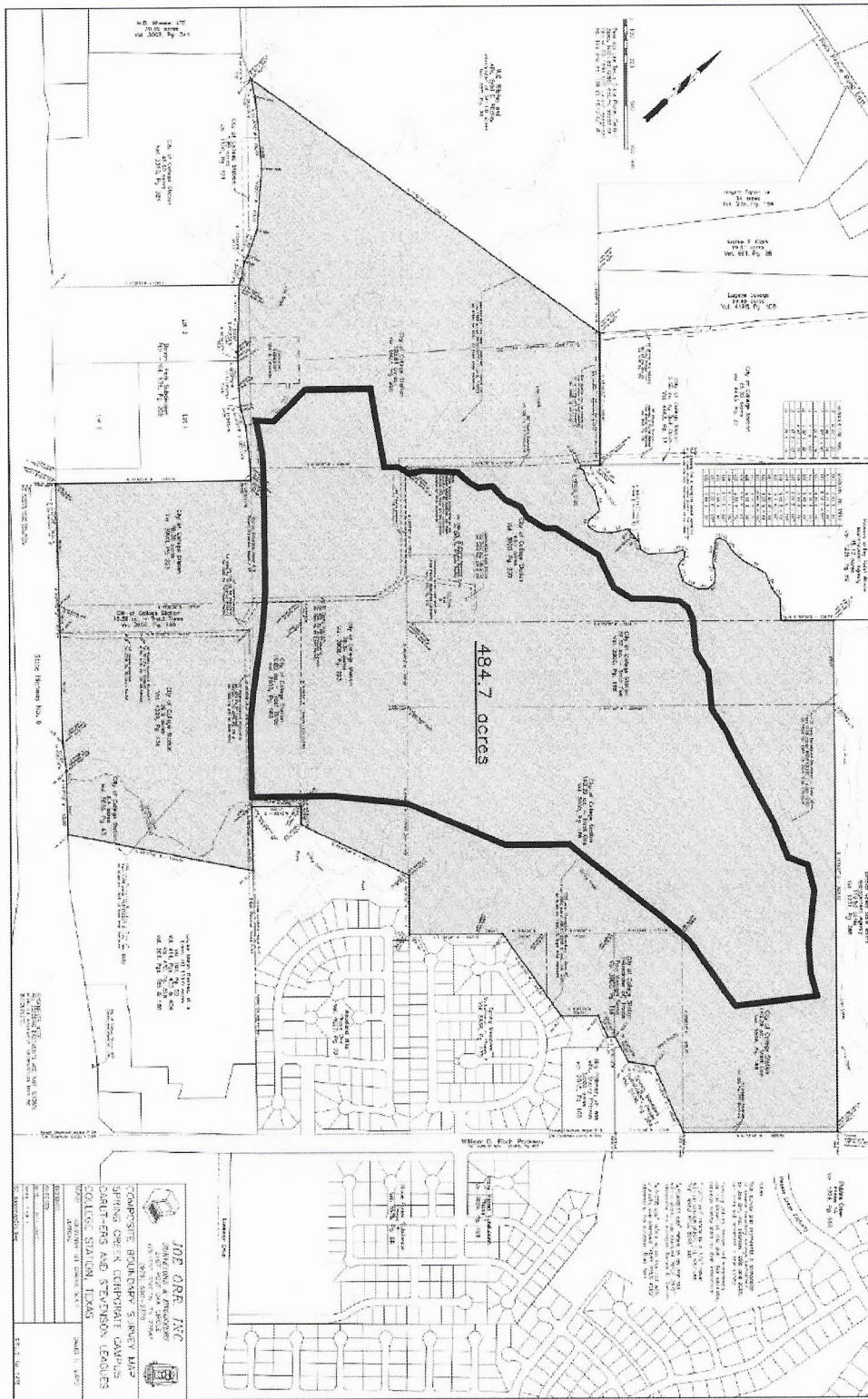


EXHIBIT B

Title Commitment will be provided within 45 days of Contract execution.

EXHIBIT C

Special Warranty Deed

Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: _____, 202__

GRANTOR: THE CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

GRANTOR's MAILING ADDRESS: P. O. Box 9960
(including county) Brazos County
College Station, Texas 77842

GRANTEE: Priority Power Management, LLC, a Texas limited liability company

GRANTEE'S MAILING ADDRESS: _____
(including county) _____

CONSIDERATION: TEN AND NO/ Dollars (\$10.00) and other good and valuable consideration

PROPERTY:

[To be added from New Survey]

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. [To be added from Buyer-approved proforma Title Policy]

GRANTOR hereby reserves for itself, its successors and assigns, all of the Reserved Groundwater Rights. As used in this Special Warranty Deed, the following terms shall have the following meanings: Groundwater – All of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel; Reserved Groundwater - All of the Groundwater now or in the future located in, on or under the Property. Reserved Groundwater Rights - All of the Reserved Groundwater, together with the right to explore for, drill for, pump, develop, withdraw, produce and transport the Reserved Groundwater and Groundwater produced from other properties, on, under and over the Property, including, without limitation, all personal property rights and entitlements relating to or applicable to the Reserved Groundwater, including, without limitation, permits, licenses, historical use entitlements, wells, pumps, and infrastructure; provided that there shall never in any event be any ingress or egress on or across the surface of the above-described premises for the purposes of exploration, development, production or transportation of such Groundwater, it being expressly contemplated by the parties to this instrument that any production of such Groundwater shall be from the surface of other property; provided, further that Grantee's prior approval is required, but not to be unreasonably withheld, in any event of GRANTOR's exploration, development, production or transportation of Reserved Groundwater or exercise of the Reserved Groundwater Rights in which engineering studies performed by GRANTOR or GRANTOR's agents regarding the exercise of the Reserved Groundwater Rights call into question the structural integrity of Grantee's completed structures located on the surface of the Property.. **GRANTOR hereby reserves unto itself, its successors and assigns,** any and all oil, gas and other minerals in, on or under the Property; provided that there shall never in any event be any ingress or egress on or across the surface of the above described Property for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, except as may have been reserved by predecessors in title, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of property other than the Property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN AS EXPRESSLY PROVIDED IN THE REAL ESTATE CONTRACT, THIS DEED AND THE CLOSING DOCUMENTS). EXCEPT AS EXPRESSLY PROVIDED IN THE REAL ESTATE CONTRACT, THIS DEED AND THE CLOSING DOCUMENTS, GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED,

ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (OTHER THAN AS EXPRESSLY PROVIDED IN THE REAL ESTATE CONTRACT, THIS DEED AND THE CLOSING DOCUMENTS) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (II) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (I) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (II) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's legal representatives, successors and assigns to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under GRANTOR but not otherwise, and except as to the reservations from and exceptions to conveyance and warranty recited above.

Grantor has the right to repurchase the Property if Grantee does not commence significant site development or construction of a high performance computing center (including crypto mining facilities) or similar facility within three-hundred and sixty-five (365) days after Closing by paying to Grantee the purchase price paid by Grantee under the Real Estate Contract, less any customary and reasonable real estate transaction expenses incurred by Grantor related to the repurchase; provided, however, when Grantee commences significant site development or construction, Grantor's repurchase right under this paragraph shall terminate (without waiver of any rights under this Deed or Real Estate Contract).

When the context requires, singular nouns and pronouns include the plural.

**CITY OF COLLEGE STATION, TEXAS,
Texas Home Rule Municipal Corporation.**

By: _____
JOHN P. NICHOLS, Mayor

ATTEST:

City Secretary

**THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §**

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 202____, by **JOHN P. NICHOLS**, as Mayor of the City of College Station, a municipal home rule corporation, on behalf of said municipality.

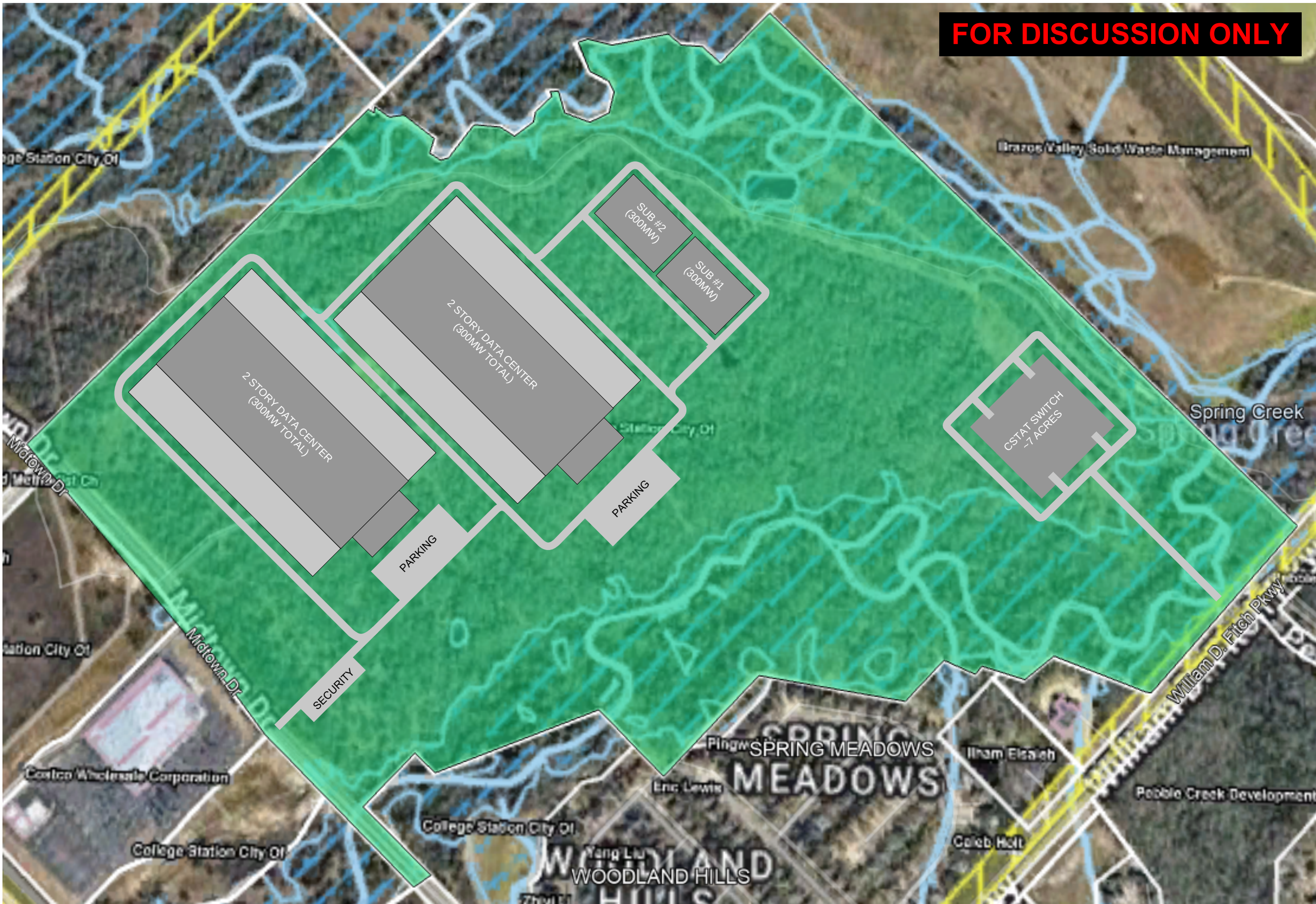
NOTARY PUBLIC in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:
City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842-9960



FOR DISCUSSION ONLY



REV	NOTE	BY	CK

September 11, 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 15th thru September 25th:

September 15 - Intergovernmental Committee Meeting
September 16 - Business over Breakfast
September 16 - Plug and Play Expo
September 16 - Council Transportation Committee Meeting
September 17 - Exploring History Luncheon
September 18 - Brazos County Board of Health Board Meeting
September 18 - Planning & Zoning Commission Meeting
September 21 - BVSO Endowment Reception and Opening Concert
September 23 - Neighborhood Seminar Supper
September 24 - Transportation Committee Meeting
September 24 - Tourism Committee
September 24 - Housing Plan Advisory Committee Meeting
September 25 - City Council Meeting Day

Budget & Financial Summary: None.

Attachments:

None

September 11, 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