



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#

October 9, 2025

3:00 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 a sponsorship agreement with the College Station Parks Foundation.

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

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

- a. Internal Auditor
- b. City Attorney
- c. City Manager
- d. City Secretary
- e. City Judge
- f. Council Self-Evaluation

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

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 October 9, 2025 as "Bonfire Day" to Aggie Bonfire Volunteers who turned tradition into a lifeline during the Kerrville Floods 2025.

Sponsors: Tanya Smith

Attachments: 1. 25 Bonfire Day (Kerrville Disaster)

- 5.2. Presentation of a proclamation recognizing and celebrating College Station Noon Lions Club's 75th Anniversary.

Sponsors: Tanya Smith

Attachments: 1. 25 College Station Noon Lions Club 75th Anniversary

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:

- September 25, 2025 Council Meeting
- September 29, 2025 Special Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM092525 DRAFT Minutes
2. SPM092925 DRAFT Minutes

- 7.2. Presentation, discussion, and possible action to approve an Interlocal Agreement (ILA) with the City of Bryan, operating through Bryan Texas Utilities (BTU), to share the costs for the City of College Station's portion of an electric transmission line reconductor from Greens Prairie

Substation to an endpoint within the College Station service area in the estimated amount of \$900,542.

Sponsors: Glenn Gavit

Attachments: 1. ILA-COCS-BTU_Reconductor Transmission Lines_9-9-2025
2. Cost Estimate - COCS-BTU Reconductor Transmission Lines

- 7.3. Presentation, discussion, and possible action on contract awards for Electric Underground Distribution Construction, not-to-exceed \$300,000 to Sterling Global Industries, LLC and not-to-exceed \$200,000 to H&B Construction, LTD, for a combined total not-to-exceed amount of \$500,000.

Sponsors: Glenn Gavit

Attachments: 1. 25-097 Bid Tab
2. 25300733-Sterling Global
3. 25300732-H&B Construction

- 7.4. Presentation, discussion, and possible action regarding an ordinance amending Section 2-95 of the Code of Ordinances regarding the Audit Committee.

Sponsors: Ty Elliott

Attachments: 1. Sec. 2-95 Audit Committee Ordinance Amendment
2. Redline 2-95 Audit Committee Ordinance
3. 2019-4083 - Ordinance - 3.28.19

- 7.5. Presentation, discussion, and possible action on a construction contract with Green Teams, Inc., in the amount of \$192,259.32 for tree planting and irrigation installation services, plus the City's contingency in the amount of \$19,225.93, for a total appropriation of \$211,515.25; and presentation, discussion, and possible action authorizing the purchase of 484 trees for \$101,320.00 from SiteOne Landscape Supply for the Cooling College Station Urban Heat Mitigation Initiative per Bid No. 25-082.

Sponsors: Kelsey Heiden

Attachments: 1. Bid Tabulation_Tree Planting and Irrigation_25-095
2. Bid Tabulation_Tree Purchase and Delivery_25-082
3. 25300742-Green Teams Inc Construction Agreement
4. Bid 25-082 SiteOne Tree Purchase and Delivery

- 7.6. Presentation, discussion, and possible action regarding adoption of a resolution granting consent to Rock Prairie Management District No. 2 for the sale and issuance of unlimited tax road bonds, series 2025, in an amount not to exceed \$2,750,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. 2025 Road Bonds - City Consent Resolution
2. August 14, 2025 Agenda for RPMD2
3. Bond - 2025 Road - DRAFT Bond Order (RPMD2)
4. Rock Prairie_ 2025 Letter to City re Bond Requirements
5. Rock Prairie MD 2_ 2025 Road POS (revised City Draft)
6. Rock Prairie MD_ 2025 Road NOS (Revised City Draft)
7. Rock Prairie MD 2_ 2025 BI 6 (Revised No Growth Cash Flow)

8. Workshop Agenda.

- 8.1. Presentation and discussion of a proposal from Southern Roots regarding the potential development of a baseball complex on land within the Midtown Business Park.

Sponsors: Michael Ostrowski

Attachments: 1. Southern Roots Executive Summary

2. Midtown Business Park Map

- 8.2. Presentation, discussion, and possible action on a Midtown Small Area Plan.

Sponsors: Anthony Armstrong

Attachments: None

- 8.3. Presentation, discussion, and possible action regarding policies and procedures related to real estate transactions, economic development incentives, development agreements, and non-disclosure agreements.

Sponsors: Michael Ostrowski

Attachments: None

9. Regular Agenda.

- 9.1. Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning a 0.031 acre portion of a generally 20-foot-wide Public Utility Easement, said easement lying over, across, and upon Lot 1, Block 1 of the Athletic Complex Subdivision, generally located at 1812 Welsh Ave, according to the plat recorded in Volume 1140, Page 497 of the Official Public Records of Brazos County, Texas.

Sponsors: Lindsey Pressler

Attachments:

1. Abandonment Application
2. Location Map
3. Vicinity Map
4. Ordinance

- 9.2. Public Hearing, presentation, discussion, and possible action on a resolution authorizing the change in use of certain parkland property for sanitary sewer lines within certain College Station parkland sections known as the Memorial Cemetery of College Station, generally located southwest of Harvey Mitchell Parkway and northwest of Raymond Stozzer Parkway to serve property located within the College Station city limits, but also within the Certificate of Convenience and Necessity service area for City of Bryan sanitary sewer system; plus the Council's determination that the use of parkland property is allowable and that no other feasible or prudent alternative exists for the sanitary sewer lines for the project, and that all reasonable planning measures have been taken to minimize the harm to such parkland.

Sponsors: Gillian Sitler

Attachments:

1. Project Map
2. Resolution - Change in Use of Parkland Property_v10-1-2025
3. 25300166 Utility & Sewer ILA 2024_COCS_COB

- 9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from R Rural to GS General Suburban, for approximately 237.65 acres, generally located on Greens Prairie Road, east of the intersection of Greens Prairie Road and W.S. Phillips Parkway.

Sponsors: Robin Macias

Attachments:

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

7. Rezoning Map

- 9.4. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to E Estate on approximately 4 acres generally located at the corner of Yaupon Lane and Bradley Road.

Sponsors: Garrett Segraves

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

- 9.5. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance, "Article 4, Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GC General Commercial to MF Multi-Family for approximately 4.71 acres generally located south of the intersection of University Drive East and East Crest Drive.

Sponsors: Jeff Howell

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

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 October 2, 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."

October 9, 2025
Item No. 5.1.
25 Bonfire Day (Kerrville Disaster) Proclamation

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming October 9, 2025 as "Bonfire Day" to Aggie Bonfire Volunteers who turned tradition into a lifeline during the Kerrville Floods 2025.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Neighborhood Integrity

Recommendation(s):

Summary: On July 4, Texas A&M's Bonfire volunteers, known for stacking timber in the Aggie tradition, redirected their efforts to assist in Kerr County. What began as a group based on tradition became a unit focused on disaster relief, clearing 23 miles of riverbank affected by flooding. In just one week, funds were raised and Bonfire deployed 123 student volunteers, 15 chainsaws, 16 pairs of chaps, 70 gallons of mixed gas, 15 gallons of bar oil, 3 licensed arborists, 5 EMTs, 4 certified search hounds, 1 skid steer, food, snacks, clothes, and additional resources. They successfully cleared 23 miles of terrain and provided a model for how organized student volunteers can assist in disaster response.

Budget & Financial Summary:

Attachments:

1. 25 Bonfire Day (Kerrville Disaster)



Proclamation

WHEREAS, on July 4, 2025, Kerr County experienced severe flooding, prompting Texas A&M's Bonfire volunteers to shift from their usual activities to disaster relief; and

WHEREAS, what started as a group rooted in tradition became a disciplined disaster relief unit that cleared 23 miles of riverbank and brought order to one of the most chaotic flood responses in recent history; and

WHEREAS, Junior Red Pots, Bryce Ridgeway and Ethan Scherff, led the team, beginning with limited resources but eventually launching full-scale search and rescue operations; and

WHEREAS, the Kendall County Aggie Moms Club raised \$18,000 in two days to fully support the Bonfire volunteers; and

WHEREAS, within a week, Bonfire deployed 123 volunteers with chainsaws, arborists, EMTs, search dogs, and other equipment, which contributed to the disaster response. They cleared 23 miles of terrain and provided a model for how student volunteers can contribute to disaster response efforts; and

WHEREAS, the Bonfire Crew at Texas A&M University is dedicated to cultivating leaders and providing hope in times of disaster.

NOW, THEREFORE, I, John P. Nichols, as Mayor of the City of College Station, do hereby proclaim October 9, 2025, as

Bonfire Day

in College Station and encourage all citizens to honor the incredible, selfless volunteer effort and countless hours exhibited by the Bonfire Crew.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of College Station to be affixed this October 9, 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

October 9, 2025

Item No. 5.2.

College Station Noon Lions Club's 75th Anniversary

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation of a proclamation recognizing and celebrating College Station Noon Lions Club's 75th Anniversary.

Relationship to Strategic Goals:

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

1. 25 College Station Noon Lions Club 75th Anniversary



Proclamation

WHEREAS, the College Station Noon Lions Club has served our community and communities in and around Brazos Valley for seventy-five years with steadfast dedication, compassion, and leadership; and

WHEREAS, since its founding on October 30, 1950, the College Station Noon Lions Club has embodied the principles of service, fellowship, and philanthropy, engaging in countless initiatives to improve the lives of those in need such as free eyeglasses and vision screenings for local school children, a helicopter pad for a local hospital, a community playground for children of all abilities, a Summer Camp for area young people with diabetes and other physical handicaps, community clean ups and awarding college scholarships for area youth; and

WHEREAS, the Club has contributed to humanitarian causes including, but not limited to, promoting vision care and fighting preventable blindness, supporting youth programs and fighting pediatric cancer, providing disaster relief, and fostering environmental stewardship; and

WHEREAS, the College Station Noon Lions Club has instilled a spirit of volunteerism and civic responsibility among its members, inspiring generations to give back to our community; and

WHEREAS, the College Station Noon Lions Club's legacy includes partnerships with local organizations, schools, and governments to address significant social challenges such as housing, hunger, and medical care, making a positive and lasting impact on those they serve; and

WHEREAS, the 75th Anniversary marks a significant milestone in the history of the College Station Noon Lions Club, representing decades of selfless service, growth, and achievement; and

WHEREAS, the City of College Station commends the past and present members of the College Station Noon Lions Club whose dedication, compassion, and leadership have shaped the organization and its mission of service.

NOW, THEREFORE, I, John P. Nichols, Mayor of the City of College Station, Texas, and on behalf of the City Council do hereby recognize and celebrate,

College Station Noon Lions Club 75th Anniversary

and encourage the residents of College Station to continue supporting the Lions Club's programs and initiatives, such as their annual Christmas Tree sales and Honor Our Heroes benefit, ensuring the ongoing success of its efforts to address the needs of our community and beyond.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 9th Day of October, 2025.


John P. Nichols
Mayor


Tanya Smith
City Secretary

October 9, 2025
Item No. 7.1.
September 25th and 29th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

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

- September 25, 2025 Council Meeting
- September 29, 2025 Special Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM092525 DRAFT Minutes
2. SPM092925 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
SEPTEMBER 25, 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
Kim Dickey, Records Management Administrator

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on September 25, 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 and §551.074-Personnel, and the College Station City Council convened into Executive Session at 4:01 p.m. on September 25, 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 regarding the process to acquire property needed for the Greens Prairie Road Widening project and the Victoria Drive Roundabout project.
- Legal advice related to a development agreement regarding 1,667 acres southwest of I&GN Road in the City's Extraterritorial Jurisdiction.

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

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

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

- Council Self-Evaluation

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

Executive Session recessed at 6:07 p.m.

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

Invocation given by City Councilmember David White.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming the month of October 2025 as Community Planning Month.

Mayor Nichols presented a proclamation to Anthony Armstrong, Planning and Development Director, and Staff declaring October 2025, as “Community Planning Month.”

5.1. Presentation of a proclamation recognizing September 25, 2025 as "Southwest Bowling Proprietors Trade Show Day."

Mayor Nichols presented a proclamation to Mike Logan, Southwest Bowling Proprietor, and Taylor Carr, COCS Convention Sales Coordinator, declaring September 25, 2025, as “Southwest Bowling Proprietors Trade Show Day.”

6. Hear Visitors Comments.

Jodi Warner, a local broker associate in College Station, shared market insights for August 2025. The median sales price was \$356,750, a 2.2% increase from last year, with closed sales steady at 135 homes. Active listings rose to 465, with an average day on the market of 54 days, indicating a balanced market.

Key neighborhood data:

- Eastgate: Median price \$641,800, up 36.5%.
- Edelweiss: Median price \$355,000, up 53%.
- Pebble Creek: Median price \$657,500, down 1.9%.

Nearby markets:

- Bryan: Median price \$270,550.
- Snook: Median price \$290,480, 13 months inventory.
- Navasota: Median price \$232,000, 8.3 months inventory.

Mrs. Warner explained that affordability remains a challenge in College Station, especially for first-time buyers, with less than 10% of sales under \$200,000.

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.

Item (7.4) was pulled by the Council for clarification.

(7.4) Michael DeHaven, Assistant Finance Director, clarified that depository services encompass more than just checking accounts, including anti-fraud measures and financial tools. Banks require an operating balance to earn interest credits and offsetting fees, so monthly fee payments are unnecessary. Operating accounts maintain about \$5 million, with extra funds in money market or interest rate accounts; some banks have caps on earnings. Banks must collateralize deposits at 105%, using treasuries and agency bonds held at the Federal Reserve Bank. In case of issues, funds can be retrieved within days. Splitting deposits across multiple banks does not necessarily reduce risk as all deposits are fully collateralized. Using one institution simplifies transactions, though investments are managed separately in local government pools, treasuries, and agency bonds. Investment updates will be provided at the Budget and Finance Committee meetings and via monthly Council reports.

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

- **September 11, 2025 Council Meeting**

7.2. Presentation, discussion, and possible action on a hardware and software agreement with Flock Group, Inc. not to exceed \$240,509 for cameras on Texas Department of Transportation roads; and presentation, discussion, and possible action on a hardware and software agreement with Flock Group, Inc. not to exceed \$154,589.10 for cameras on Non-Texas Department of Transportation roads.

7.3. Presentation, discussion, and possible action on approving a contract for the grant of federal HOME Community Housing Development Organization (CHDO) Set-Aside funds with Elder-Aid, Inc. in the amount of \$400,000 for acquisition and rehabilitation of two (2) existing dwelling units located at 1205-1207 Georgia Street to be used as affordable rental housing for income-eligible elderly households.

7.4. Presentation, discussion, and possible action on Resolution No. 09-25-25-7.4 selecting a depository bank, regarding a Bank Depository Contract, and authorizing the Mayor to enter into the contract on behalf of the City.

7.5. Presentation, discussion, and possible action approving a contract for security services with TNT Security Solutions, LLC. at designated city facilities and events for an amount not to exceed \$160,000.

7.6. Presentation, discussion, and possible action regarding Resolution No. 09-25-25-7.6 authorizing the chief of police to execute the application and any documents necessary to receive grant funding from the Office of the Attorney General of the State of Texas for the Victim Coordinator and Liaison Grant.

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 dedication of a historical marker granted by the Texas State Historical Commission.

Ross Brady, Chief of Staff, announced that a group of citizens, led by Sherry Frisk and Anne Boykin, requested a historical marker from the Texas State Historical Commission on behalf of the City. The request submitted in 2022 was approved earlier this year. The City received the marker in July 2025.

Options for placement include:

1. Constructing a brick base at the edge of the plaza on the West side of City Hall; or
2. Mounting the marker on a pilaster on the West side of City Hall, opposite the existing building dedication plaque.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to approve the mounting of the marker on a pilaster on the West side of City Hall, opposite the existing building dedication plaque. The motion carried unanimously.

8.2. Presentation, discussion, and possible action regarding an update from representatives of the Texas A&M University (TAMU) Student Government Association (SGA).

Ross Brady, Chief of Staff, announced that the Texas A&M University (TAMU) Student Government Association (SGA) has appointed two liaisons to the City: one from the executive branch and one from the student senate. These individuals regularly meet with staff and participate in council meetings when issues pertinent to the student body are discussed. This evening's presentation serves as an opportunity for the current SGA representatives to formally introduce themselves to the Council and outline their objectives for the upcoming year.

Ainsleigh Broadwell, VP of Municipal Affairs, Texas A&M Student Government Association (SGA), came before council to present the priorities of the SGA and its initiatives. She stated that the current goals include addressing parking concerns, enhancing community engagement, and planning for Northgate land development. She provided an overview of the following:

- The SGA is conducting a study on student opinions regarding parking in specific neighborhoods and aims to present findings at an upcoming public meeting.
- Efforts are being made to increase student involvement in community service beyond the annual big event, including collaborations with local departments for various projects.
- The SGA is focused on creating a land development plan that benefits both students and the city, addressing the need for a more permanent Northgate area.

In closing she stated that the SGA is committed to working collaboratively with the city and students to find solutions that serve residents, the city, and students.

8.3. Presentation, discussion, and possible action regarding Pebble Creek Parkway as designated on the College Station Thoroughfare Plan.

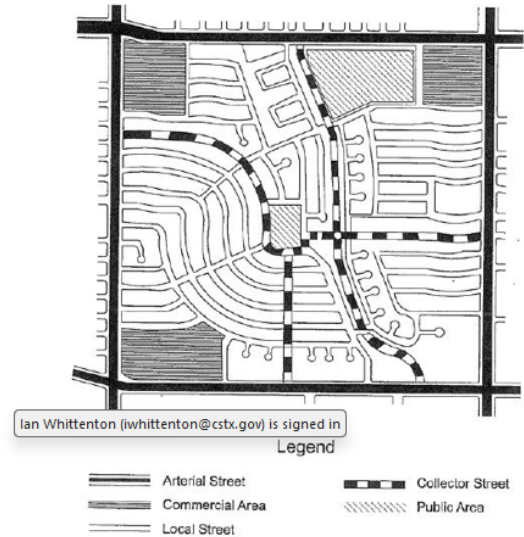
Jason Schubert, Transportation Planning Administrator, reported that Pebble Creek Parkway was included as a future agenda item at the Council meeting held on August 14, 2025. Residents of the Pebble Creek Subdivision have recently expressed concerns regarding the potential future widening and extension of Pebble Creek Parkway, and its impact on their neighborhood, which generated an online petition initiated by residents this summer seeks to remove Pebble Creek Parkway from the

City's Thoroughfare Plan. These issues were reiterated through the public engagement efforts of the Comprehensive Plan Evaluation & Report conducted this year.

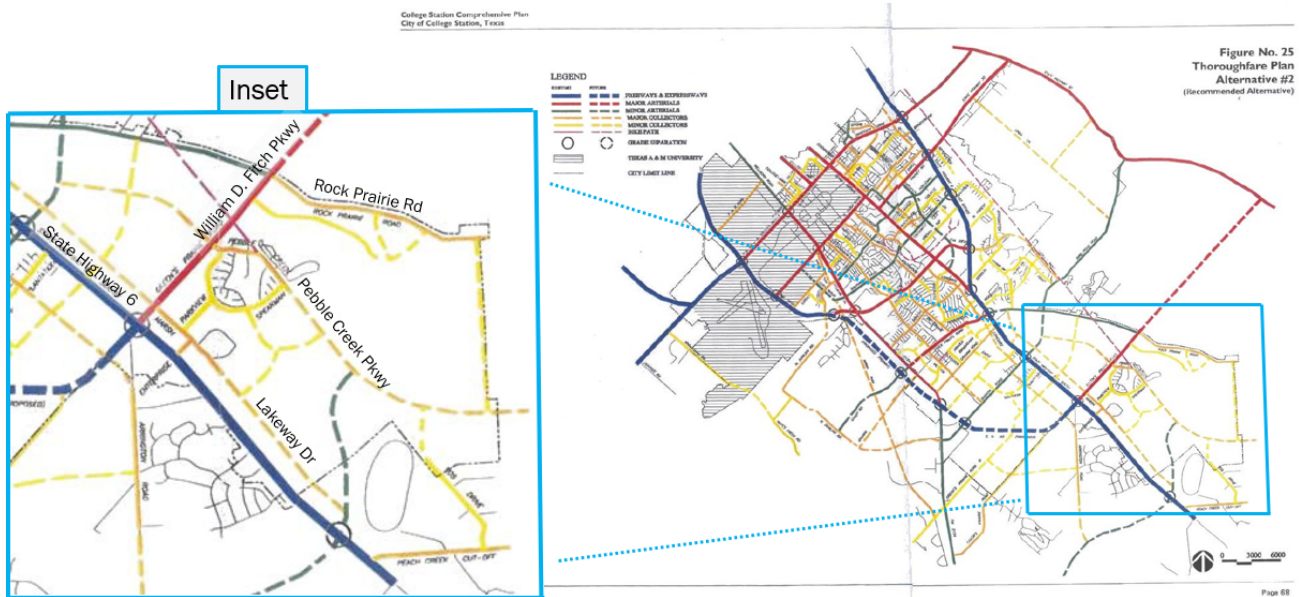
Mr. Schubert provided background information on the role of thoroughfares and other streets in meeting transportation needs, the history of Pebble Creek Parkway on the Thoroughfare Plan, and potential options that could be implemented.

Transportation Planning Principles and Functional Classifications

- **Comprehensive Plan Transportation Goal:**
An innovative, safe, and well-connected, multi-modal mobility system serving all user types that is designed to support the surrounding land uses.
- A public street network provides access and allows for the movement of people and goods within and between communities.
- **College Station Street Classifications:**
 - Freeway/Expressway
 - Major Arterial (6-lane)
 - Major Arterial (4-lane)
 - Minor Arterial
 - Major Collector
 - Minor Collector
 - Local/Residential Street
 - Alley

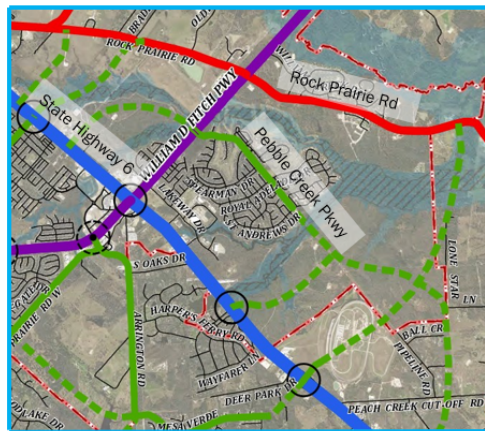


1997 Thoroughfare Plan

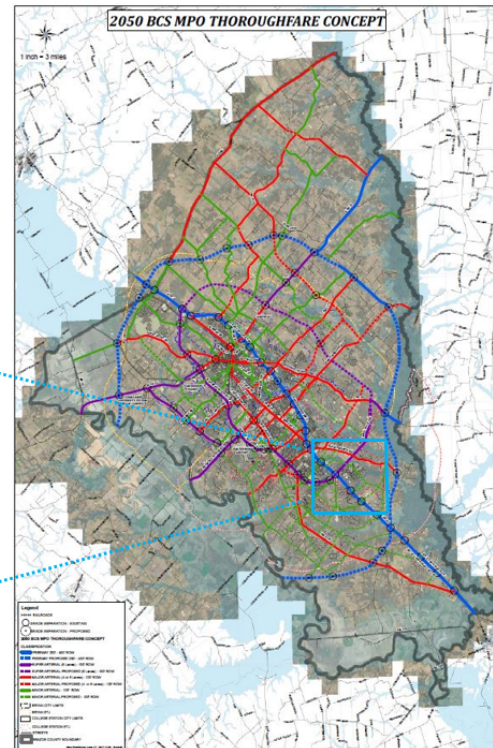


2050 MPO Thoroughfare Concept

- Developed in 2017 by the Bryan/College Station Metropolitan Planning Organization (MPO) as a county-wide plan.
- Local jurisdictions amended Thoroughfare Plans to match.

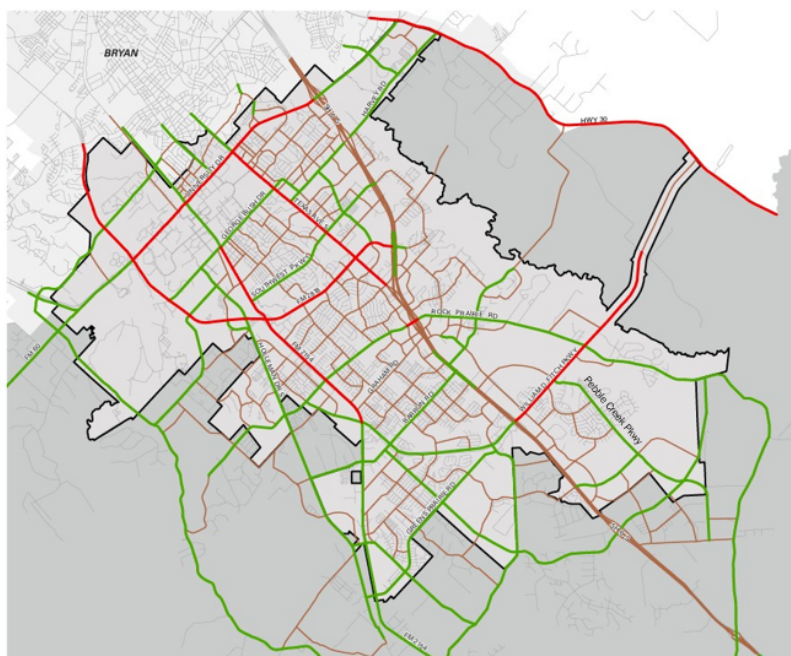


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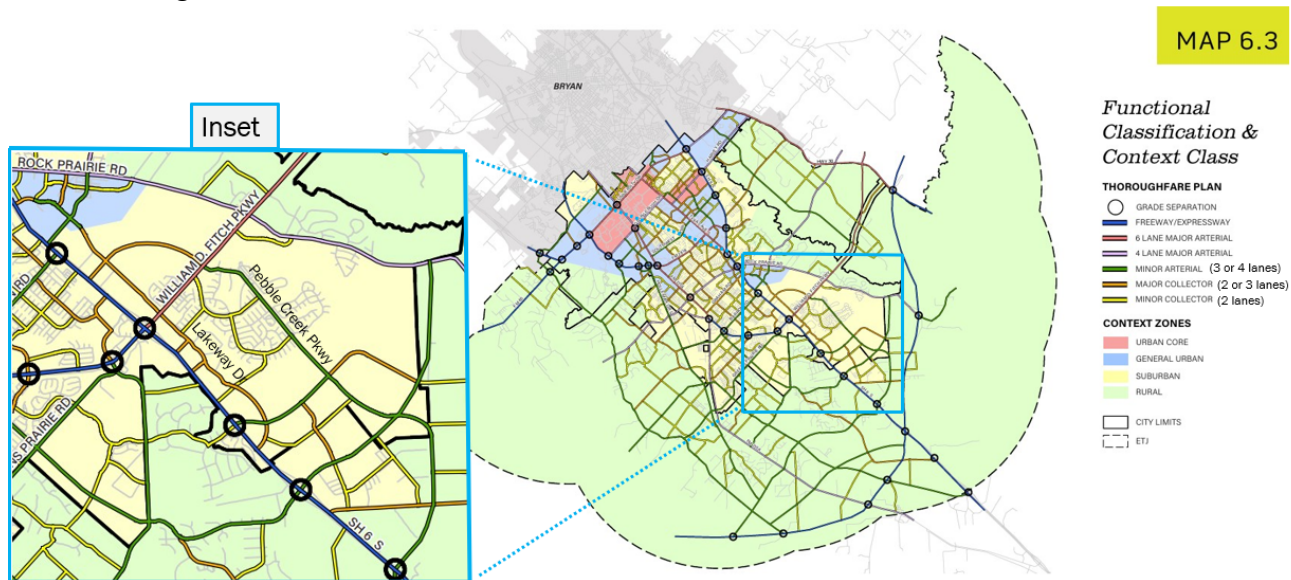
Comprehensive Plan Map 6.1

MAP 6.1



2045 Number of Lanes

- 2-3 LANE ROADWAY
- 4 LANE ROADWAY
- 6 LANE ROADWAY
- COLLEGE STATION CITY LIMITS
- BRYAN CITY LIMITS
- COLLEGE STATION ETJ



Mayor Nichols opened for Citizen Comments.

Courtney Cannon, College Station, voiced concerns about road expansion changing the neighborhood's family-friendly nature and is worried about increased traffic, crime, and risks to children. She suggests an alternative: expanding Lakeway Drive, which is suited for heavier traffic, and turning the end of Pebble Creek Parkway into a green space with picnic tables and parking. This would preserve the community's integrity and safety. Courtney urged the Council to prioritize this recommendation and thanked them for their consideration.

Commissioner Fred Brown of College Station shared Mayor Ringer's "first rule" advice: prioritize your constituents first, then the city. If there's a conflict, focus on the constituents. He recalled opposing the extension of Appomattox to Harvey Road due to public opposition, following the first rule. Commissioner Brown also mentioned land trades that led to Pebble Creek's development and advised the Council to prioritize their constituents when making tough decisions.

Tom Jackson, College Station, stated that expanding Pebble Creek Parkway would fragment the community and lower property values. His research shows that road noise and increased traffic negatively affect property values and while values are currently rising, this could change with new developments. Maintaining neighborhood integrity and protecting property values is crucial.

Kerry Roper, College Station, urged the Council to remove the southern extension of Pebble Creek Parkway from future plans and waive the requirement for the developer to connect it. He suggested Lakeway Drive as an alternative and proposed reclassifying Pebble Creek Parkway from an arterial to a neighborhood street (Collector). Mr. Roper also requested Council not to defer the decision, as the developer seeks approval this fall.

Residents voiced their concerns regarding the potential future widening and extension of Pebble Creek Parkway and its impact on their neighborhood. They suggested the removal of this extension and proposed finding a solution that maintains neighborhood integrity. The concerns include traffic impact, noise, safety, long-term implications, health issues, decreased property values, family impact, neighborhood integrity, the effects on growth, and diminished quality of life. Speakers were:

- Brian Worth
- Steven Crichton
- Lloyd Davis
- Robyn Workman
- Adam Kolasinski
- Jim Peplow
- Bradley Trochta

Jeannine Smith from College Station addressed the Council regarding safety concerns. The studies she has seen indicate:

- Neighborhoods without traffic experience increased safety.
- Poor road design constitutes a public health issue.
- Incorrectly placed traffic calming devices are ineffective.

She went on to stated that vehicles frequently exceed speed limits and fail to stop at the intersection of Royal Adelaide and St. Andrews, posing a danger to pedestrians and golfers. Further extensions will worsen the issues, especially with the 35 MPH speed limit often exceeded.

Additional citizens who expressed opposition to the Pebble Creek Parkway extension:

- Irene Cubstead
- Bryan Roper
- John Happ
- Anna Lou Busboom
- Tom Taylor
- Elaine Meadows
- Nancy Hefner
- Tom Zachary
- Aaron Thibault
- Nina Montelongo
- Annabelle Bradshaw-Rains
- Awilda Acuff
- Carolyn Hopgood
- Karen McNeely
- Mark Cangelose
- Kim Stewart
- Irene Albrecht Keating
- Ken Grace
- Philip Mattern
- Karen Liere
- Kathleen Johnson
- Marilyn Terrell
- Jodi Warner
- Larkin O'Hern
- Blake Parrish,
- Howard Mayne
- Jeffery Hughes
- Brett Cooke

There being no further comments, Citizen Comments was closed.

Mayor Nichols recessed the meeting at 9:29 p.m.

The meeting was reconvened at 9:41 p.m.

The majority of the Council has directed staff to return with options to the Thoroughfare Plan, with the condition that Pebble Creek Parkway not extend to the south of the Pebble Creek subdivision except to allow for emergency vehicles. Council also directed staff to amend the Thoroughfare Plan to remove existing Pebble Creek Parkway from being a future 4-lane road.

8.4. Presentation, discussion, and possible action on an update on the Economic Development Master Plan.

Michael Ostrowski, Chief Development Officer, announced that on May 8, 2025, the City Council approved a contract with TIP Strategies, Inc. to update the City's Economic Development Master Plan. Mr. Ostrowski introduced Tracye McDaniel, TIP Strategies President.

Tracye McDaniel, TIP Strategies President, presented the project scope, TIP Strategies conducted in several in-person visits to College Station to:

- Engage stakeholders through interviews, focus groups, and workshops
- Present preliminary findings to City Council based on stakeholder input
- Deliver the final plan in conjunction with an implementation workshop

Jennifer Todd-Goynes, Senior Consultant with TIP Strategies detailed their visit to College Station from June 25–27, where they held focus groups and individual meetings with local stakeholders. They also met with the steering committee established by City Council on June 12, 2025. After engaging stakeholders and analyzing the community, TIP Strategies summarized insights and proposed strategic focus areas. The cost will not exceed \$145,000, with a one-time Service Level Adjustment of \$150,000 included in the FY 2025 Budget. The final plan is expected to be presented to City Council in January 2026, with funds rolling over into FY 2026 as needed.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action approving Ordinance No. 2025-4621 vacating and abandoning a 0.088 acre portion of a generally 10-foot-wide Electrical Easement, said easement crossing Lot 1, Block 1, of the College Station High School Subdivision, generally located at 4002 Victoria Ave, according to the plat recorded in Volume 11225, Page 268 of the Official Public Records of Brazos County, Texas.

Lindsey Pressler, Planning and Development, explained that the applicant wants to abandon a vacant electrical easement to allow for future building expansions and no electrical infrastructure exists in this part of the easement. A new public utility easement will be dedicated to the south, following the path of the existing electrical infrastructure. The electrical easement is about 1,200 feet southwest of the Barron Rd and Victoria Ave intersection and extends across the property to the building.

At approximately 11:19 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 11:20 p.m.

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4621, vacating and abandoning a 0.088 acre portion of a generally 10-foot-wide Electrical Easement, said easement crossing Lot 1, Block 1, of the College Station High School Subdivision, generally located at 4002 Victoria Ave, according to the plat recorded in Volume 11225, Page 268 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4622 repealing Ordinance No. 2022-4391 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 9.86 acres being 26 lots and a common area within North Forest Estates, Block 1 and 2, generally located along Justin Avenue.

Regular Items 9.2 through 9.11 were presented together.

9.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4623 repealing Ordinance No. 2023-4438 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 27.1 acres being 39 lots within Southwood Phase 21, Block 3-6, generally located along Bee Creek Drive and Southwood Drive.

9.4. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4624 repealing Ordinance No. 2023-4466 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 48.31 acres, being 103 lots within Southwood Subdivisions Sections 1, 2, 2A, 6, 7, 9, and 10 and Camelot Addition Section 2 Subdivision, generally located between Southwest Parkway and Guadalupe Drive.

9.5. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4625 repealing Ordinance No. 2024-4513 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 21.15 acres being 49 lots and a common area within Cat Hollow Phase 1 Subdivision and Glenhaven Estates Phase 8 Subdivision, generally located between Brazoswood Drive and Dominik Drive.

9.6. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4626 repealing Ordinance No. 2024-4536 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 117 acres being 147 lots within Sweet Briar, College Hills Woodlands, and Woodland Acres, generally located between Lincoln Drive and Dominik Drive along Ashburn Avenue.

9.7. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4627 repealing Ordinance No. 2024-4541 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban or PDD Planned Development District and ROO Restricted Occupancy Overlay to GS General Suburban or PDD Planned Development District for approximately 32.26 acres being 130 lots and common area within Woodcreek Section One Subdivision, excluding Woodcreek Drive from State Highway 6 S to Lake Forest Court S.

9.8. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4628 repealing Ordinance No. 2025-4577 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 11.52 acres being 33 lots within Glenhaven Estates Phase 2 Subdivision, save and except Glenhaven Drive, Fernhaven Circle, Francis Circle, and Springhaven Circle, generally located between Brazoswood Drive and Summerghlen Drive.

9.9. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4629 amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by repealing Ordinance No. 2023-4477 in its entirety, and changing the zoning district boundaries as follows:

From MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing And R-4 Multi-Family on the following property:

- a. Approximately 2.85 acres being the Cooner Addition, Block 1, Lots 10-19 generally located along Cooner Street; and

From MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing on the following properties:

- b. Approximately 4.6 acres being the Cooner Addition, Block 1, Lots 20-30, Block 5, Lots 1-8, generally located along Cooner Street; and
- c. Approximately 5.4 acres being College Vista, Block E, Lots 1-14, Block F, Lots 1-10, Block G, Lots 1-5, Block H Lots 1-3, 4R-5R, and 6-7, generally located along Live Oak Street and Ash Street; and
- d. Approximately 5.11 acres being University Oaks Phase 2, Block 5, Lots 1-13, 14R1-14R2, 15A1-15A2, 16A1-16A2, 21-23, 24A1-24A2, and 25R, generally located along Dominik Drive; and
- e. Approximately 4.66 acres being Little Knight Addition, Lots 1-18, generally located along Aurora Court; and
- f. Approximately 23.62 acres being all of that certain tract or parcel of land lying and being situated in the Joseph E. Scott League, Abstract No. 50, and Crawford Burnett League, Abstract No. 7, in College Station, Brazos County, Texas, including all of the W.M. Sparks Subdivision as described by plat recorded in Volume 139, page 261, and portions of West Park Addition and West Park 2nd Addition as described by plats recorded in Volume 102, page 198 and Volume 128, page 574, respectively, of the deed records of Brazos County, Texas, as well as subsequent replats of portions of these subdivisions in an area generally bounded by Luther Street, Montclair Avenue, Grove Street, and Maryem Street.

9.10. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4630 repealing Ordinance No. 2024-4542 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing, provided associated conditions are met, for approximately 3.66 acres being all of that certain tract or parcel of land lying and being situated in the Richard Carter league, abstract no. 8, in College Station, Brazos County, Texas, including portions of Lot 5 and Lot 6 of the D.A. Smith Subdivision as described by plat recorded in volume 49, page 106 of the Deed Records of Brazos County, Texas, and subsequent replats of portions of these two lots, within an area generally bounded by Lincoln Avenue, Nimitz Street, and Eisenhower Street.

9.11. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4631 amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by repealing in their entirety the Ordinances listed below, and changing the zoning district boundaries from MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing for the following properties:

Ordinance 2023-4479

- a. Approximately 2.02 acres being Lincoln Place Phase 2, Block C, Lots 1-16 and 17R, generally located along Lincoln Avenue; and
- b. Approximately 4.12 acres being Timber Ridge Addition Phase 1, Block 2, Lots 13-24, Block 3, Lots 12-22, generally located along University Oaks Blvd; and

- c. Approximately 6.71 acres being Parkway Plaza Phase 5, Block 1, Lots 1-15, Block 2, Lots 1- 12, generally located on Pine Ridge Dr.; and
- d. Approximately 19.34 acres being Autumn Chase, Block 1, Lots 1-7, Brentwood Section Two, Block 4, Lots 1-30, Block 5, Lots 1-23, Block 6, Lots 1-4, and Brentwood Section Three Subdivision, generally located along Cornell Dr., Brentwood Dr., and Southwest Pkwy; and
- e. Approximately 5.8 acres being Ashford Square Subdivision Replat, volume 3202, page 61, generally located along Ashford Dr.; and
- f. Approximately 8.15 acres being Pecan Tree Estates Phase One Subdivision and Pecan Tree Estates Phase Two Subdivision, save and except 0.687 acres labeled "park," generally located along Oney Hervey Drive; and
- g. Approximately 28.4 acres being University Heights Phase 1 Subdivision, save and except Common Area 4, and University Heights Phase 2 and 3 Subdivision, generally bounded by Paloma Ridge Drive, Feather Run, Davidson Drive, and Holleman Drive South; and
- h. Approximately 8.8 acres being Las Palomas Subdivision, generally bounded by Abbate Road, Feather Run, Kenyon Drive, and Holleman Drive South; and
- i. Approximately 12.85 acres being The Barracks II Phase 111 Subdivision, and The Barracks II Phase 112, Block 38, Lots 1-24, Block 39, Lots 1-10, Common Area 13 and Parkland 12, generally bounded by Towers Parkway, Goldilocks Lane, and Cain Road; and
- j. Approximately 18.83 acres being Pershing Pointe Villas Phase 1 Subdivision, Volume 14370, Page 149, and Pershing Pointe Villas Phase 2A Subdivision, generally bounded by Deacon Drive W, Towers Parkway, Oak Crest, and Holleman Drive S; and
- k. Approximately 55.49 acres being The Barracks Phase 1 Subdivision, The Barracks Phase 2 Subdivision, Williamsgate Phase 1 Subdivision, Buena Vida Subdivision, 12 at Rock Prairie Phase 1 Subdivision, 12 at Rock Prairie Phase 2 Subdivision, and 12 at Rock Prairie Phase 3 Subdivision, generally bounded by Rock Prairie Road W, Towers Parkway, Deacon Drive W, and General Parkway.

Ordinance 2023-4481

- l. Approximately 0.232 of an acre being all of a called 0.13 acre tract recorded in Volume 13901, Page 36 OPRBCT and all of a tract of land called to be Lot 27 of Pasler Addition recorded in Volume 18475, Page 202 OPRBCT Richard Carter League Survey, Abstract, generally located along Turner Street.

Ordinance 2024-4499

- m. Approximately 1.05 acres of the of the D.A. Smith Subdivision recorded in Volume 19506, Page 169, and generally located along Avenue A.

Ordinance 2024-4528

- n. Approximately 2.01 acres being The Barracks II Phase 400 Block 36, Lots 27R & 28-40, generally located at the south corner of Tang Cake Drive and Old Wellborn Road.

Ordinance 2024-4543

- o. Approximately 28.14 acres all of that certain tract or parcel of land lying and being situated in the Morgan Rector league, abstract no. 46, in College Station, Brazos County, Texas, including portions of the Richards Subdivision as described by plat recorded in volume 137, page 25 of the Deed Records of Brazos County, Texas, and subsequent replats of portions of it, and generally being the majority of the properties which front on Richards Street, Crest Street and Sterling Street.

Ordinance 2024-4549

- p. **Approximately 1.10 acres being all of that certain tract or parcel of land lying and being situated in the Richard Carter league, abstract no. 8, in College Station, Brazos County, Texas, being a portion of Lot 12 of the D.A. Smith Subdivision as described by plat recorded in volume 49, page 106 of the Deed Records of Brazos County, Texas, and the northeast half (approximate) of the adjoining right-of-way of Turner Street, generally for the properties located along Gilbert Street and Turner Street;**

Ordinance 2025-4583

- q. **Approximately 1.152 acres at 101, 103, 105, 107, 109, and 110-119 Knox Drive, being Lots 18-27, Block 29 and Lots 12-16, Block 31 of The Barracks II Subdivision Phase 401, generally located southwest of the intersection of Knox Drive and Old Wellborn Road;**

Ordinance 2025-4584

- r. **Approximately 0.412 acres at 418, 420, 422, 424, and 426 Baby Bear Drive, being Lots 1-5, Block 32 of The Barracks II Subdivision Phase 109, generally located northeast of the intersection of Baby Bear Drive and Towers Parkway;**

Ordinance 2025-4585

- s. **Approximately 0.406 acres at 133, 135, 137, 139, and 141 Deacon Drive West, being Lots 1-5, Block 21 of The Barracks II Subdivision Phase 107, generally located northeast of the intersection of Deacon Drive West and General Parkway.**

Heather Wade, Planning and Development, stated:

Repealing Ordinance No. 2022-4391

- This is a city-initiated rezoning of approximately 9.95 acres generally located along Justin Avenue within North Forest Estates from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban.

Repealing Ordinance No. 2023-4438

- This is a city-initiated rezoning of approximately 27.1 acres generally located along Bee Creek Drive and Southwood Drive from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban.

Repealing Ordinance No. 2023-4466

- This is a city-initiated rezoning of approximately 48.31 acres, being 103 lots within Southwood Subdivisions Sections 1, 2, 2A, 6, 7, 9, and 10 and Camelot Addition Section 2 Subdivision, generally located between Southwest Parkway and Guadalupe Drive from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban.

Repealing Ordinance No. 2024-4513

- This is a city-initiated rezoning of approximately 21.15 acres being 49 lots and a common area within Cat Hollow Phase 1 Subdivision and Glenhaven Estates Phase 8 Subdivision, generally located between Brazoswood Drive and Dominik Drive from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban.

Repealing Ordinance No. 2024-4536

- This is a city-initiated rezoning of approximately 117 acres being 147 lots within Sweet Briar, College Hills Woodlands, and Woodland Acres, generally located between Lincoln Drive and

Dominik Drive along Ashburn Avenue from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban.

Repealing Ordinance No. 2024-4541

- This is a city-initiated rezoning of approximately 32.26 acres being 130 lots and common area within Woodcreek Section One Subdivision, excluding Woodcreek Drive from State Highway 6 S to Lake Forest Court S from GS General Suburban or PDD Planned Development District and ROO Restricted Occupancy Overlay to GS General Suburban or PDD Planned Development District.

Repealing Ordinance No. 2025-4577

- This is a city-initiated rezoning of approximately 11.52 acres generally located within Glenhaven Estates Phase 2 Subdivision, save and except Glenhaven Drive, Fernhaven Circle, Francis Circle, and Springhaven Circle, generally located between Brazoswood Drive and Summerghlen Drive from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban.

Repealing Ordinance No. 2023-4477

- This is a city-initiated rezoning and changing the zoning district boundaries as follows: From MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing And R-4 Multi-Family on the following property:
 - a. Approximately 2.85 acres being the Cooner Addition, Block 1, Lots 10-19 generally located along Cooner Street; and
- From MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing on the following properties:
 - b. Approximately 4.6 acres being the Cooner Addition, Block 1, Lots 20-30, Block 5, Lots 1-8, generally located along Cooner Street;
 - c. Approximately 5.4 acres being College Vista, Block E, Lots 1-14, Block F, Lots 1-10, Block G, Lots 1-5, Block H Lots 1-3, 4R-5R, and 6-7, generally located along Live Oak Street and Ash Street;
 - d. Approximately 5.11 acres being University Oaks Phase 2, Block 5, Lots 1-13, 14R1-14R2, 15A1-15A2, 16A1-16A2, 21-23, 24A1-24A2, and 25R, generally located along Dominik Drive;
 - e. Approximately 4.66 acres being Little Knight Addition, Lots 1-18, generally located along Aurora Court;
 - f. Approximately 23.62 acres being all of that certain tract or parcel of land lying and being situated in the Joseph E. Scott League, Abstract No. 50, and Crawford Burnett League, Abstract No. 7, in College Station, Brazos County, Texas, including all of the W.M. Sparks Subdivision as described by plat recorded in Volume 139, page 261, and portions of West Park Addition and West Park 2nd Addition as described by plats recorded in Volume 102, page 198 and Volume 128, page 574, respectively, of the deed records of Brazos County, Texas, as well as subsequent replats of portions of these subdivisions in an area generally bounded by Luther Street, Montclair Avenue, Grove Street, and Maryem Street.

Repealing Ordinance No. 2024-4542

- This is a city-initiated rezoning of approximately 3.66 acres generally bounded by Lincoln Avenue, Nimitz Street, and Eisenhower Street boundary from MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing, provided associated conditions are met.

This is a city-initiated rezoning of 23 areas from MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

Repealing Ordinance 2023-4479

- a. Approximately 2.02 acres being Lincoln Place Phase 2, Block C, Lots 1-16 and 17R, generally located along Lincoln Avenue;
- b. Approximately 4.12 acres being Timber Ridge Addition Phase 1, Block 2, Lots 13-24, Block 3, Lots 12-22, generally located along University Oaks Blvd;
- c. Approximately 6.71 acres being Parkway Plaza Phase 5, Block 1, Lots 1-15, Block 2, Lots 1-12, generally located on Pine Ridge Dr.;
- d. Approximately 19.34 acres being Autumn Chase, Block 1, Lots 1-7, Brentwood Section Two, Block 4, Lots 1-30, Block 5, Lots 1-23, Block 6, Lots 1-4, and Brentwood Section Three Subdivision, generally located along Cornell Dr., Brentwood Dr., and Southwest Pkwy;
- e. Approximately 5.8 acres being Ashford Square Subdivision Replat, volume 3202, page 61, generally located along Ashford Dr.;
- f. Approximately 8.15 acres being Pecan Tree Estates Phase One Subdivision and Pecan Tree Estates Phase Two Subdivision, save and except 0.687 acres labeled "park," generally located along Oney Hervey Drive;
- g. Approximately 28.4 acres being University Heights Phase 1 Subdivision, save and except Common Area 4, and University Heights Phase 2 and 3 Subdivision, generally bounded by Paloma Ridge Drive, Feather Run, Davidson Drive, and Holleman Drive South;
- h. Approximately 8.8 acres being Las Palomas Subdivision, generally bounded by Abbate Road, Feather Run, Kenyon Drive, and Holleman Drive South;
- i. Approximately 12.85 acres being The Barracks II Phase 111 Subdivision, and The Barracks II Phase 112, Block 38, Lots 1-24, Block 39, Lots 1-10, Common Area 13 and Parkland 12, generally bounded by Towers Parkway, Goldilocks Lane, and Cain Road;
- j. Approximately 18.83 acres being Pershing Pointe Villas Phase 1 Subdivision, Volume 14370, Page 149, and Pershing Pointe Villas Phase 2A Subdivision, generally bounded by Deacon Drive W, Towers Parkway, Oak Crest, and Holleman Drive S; and
- k. Approximately 55.49 acres being The Barracks Phase 1 Subdivision, The Barracks Phase 2 Subdivision, Williamsgate Phase 1 Subdivision, Buena Vida Subdivision, 12 at Rock Prairie Phase 1 Subdivision, 12 at Rock Prairie Phase 2 Subdivision, and 12 at Rock Prairie Phase 3 Subdivision, generally bounded by Rock Prairie Road W, Towers Parkway, Deacon Drive W, and General Parkway;

Ordinance 2023-4481

- l. Approximately 0.232 of an acre being all of a called 0.13 acre tract recorded in Volume 13901, Page 36 OPRBCT and all of a tract of land called to be Lot 27 of Pasler Addition recorded in Volume 18475, Page 202 OPRBCT Richard Carter League Survey, Abstract, generally located along Turner Street;

Ordinance 2024-4499

- m. Approximately 1.05 acres of the of the D.A. Smith Subdivision recorded in Volume 19506, Page 169, and generally located along Avenue A;

Ordinance 2024-4528

- n. Approximately 2.01 acres being The Barracks II Phase 400 Block 36, Lots 27R & 28-40, generally located at the south corner of Tang Cake Drive and Old Wellborn Road;

Ordinance 2024-4543

- o. Approximately 28.14 acres all of that certain tract or parcel of land lying and being situated in the Morgan Rector league, abstract no. 46, in College Station, Brazos County, Texas, including portions of the Richards Subdivision as described by plat recorded in volume 137, page 25 of the Deed Records of Brazos County, Texas, and subsequent replats of portions of it, and generally being the majority of the properties which front on Richards Street, Crest Street and Sterling Street;

Ordinance 2024-4549

- p. Approximately 1.10 acres being all of that certain tract or parcel of land lying and being situated in the Richard Carter league, abstract no. 8, in College Station, Brazos County, Texas, being a portion of Lot 12 of the D.A. Smith Subdivision as described by plat recorded in volume 49, page 106 of the Deed Records of Brazos County, Texas, and the northeast half (approximate) of the adjoining right-of-way of Turner Street, generally for the properties located along Gilbert Street and Turner Street;

Ordinance 2025-4583

- q. Approximately 1.152 acres at 101, 103, 105, 107, 109, and 110-119 Knox Drive, being Lots 18-27, Block 29 and Lots 12-16, Block 31 of The Barracks II Subdivision Phase 401, generally located southwest of the intersection of Knox Drive and Old Wellborn Road;

Ordinance 2025-4584

- r. Approximately 0.412 acres at 418, 420, 422, 424, and 426 Baby Bear Drive, being Lots 1-5, Block 32 of The Barracks II Subdivision Phase 109, generally located northeast of the intersection of Baby Bear Drive and Towers Parkway;

Ordinance 2025-4585

- s. Approximately 0.406 acres at 133, 135, 137, 139, and 141 Deacon Drive West, being Lots 1-5, Block 21 of The Barracks II Subdivision Phase 107, generally located northeast of the intersection of Deacon Drive West and General Parkway.

At approximately 11:23 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 11:23 p.m.

(9.2) 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 adopt Ordinance No. 2025-4622, repealing Ordinance No. 2022-4391 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 9.86 acres being 26 lots and a common area within North Forest Estates, Block 1 and 2, generally located along Justin Avenue. The motion carried unanimously.

(9.3) MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, to adopt Ordinance No. 2025-4623, repealing Ordinance No. 2023-4438 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 27.1 acres being 39 lots within Southwood Phase 21, Block 3-6, generally located along Bee Creek Drive and Southwood Drive. The motion carried unanimously.

(9.4) MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, to adopt Ordinance No. 2025-4624, repealing Ordinance No. 2023-4466 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 48.31 acres, being 103 lots within Southwood Subdivisions Sections 1, 2, 2A, 6, 7, 9, and 10 and Camelot Addition Section 2 Subdivision, generally located between Southwest Parkway and Guadalupe Drive. The motion carried unanimously.

(9.5) MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, to adopt Ordinance No. 2025-4625, repealing Ordinance No. 2024-4513 in its entirety and

amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 21.15 acres being 49 lots and a common area within Cat Hollow Phase 1 Subdivision and Glenhaven Estates Phase 8 Subdivision, generally located between Brazoswood Drive and Dominik Drive. The motion carried unanimously.

(9.6) MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, to adopt Ordinance No. 2025-4626, repealing Ordinance No. 2024-4536 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 117 acres being 147 lots within Sweet Briar, College Hills Woodlands, and Woodland Acres, generally located between Lincoln Drive and Dominik Drive along Ashburn Avenue. The motion carried unanimously.

(9.7) MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, to adopt Ordinance No. 2025-4627, repealing Ordinance No. 2024-4541 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban or PDD Planned Development District and ROO Restricted Occupancy Overlay to GS General Suburban or PDD Planned Development District for approximately 32.26 acres being 130 lots and common area within Woodcreek Section One Subdivision, excluding Woodcreek Drive from State Highway 6 S to Lake Forest Court S. The motion carried unanimously.

(9.8) MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, to adopt Ordinance No. 2025-4628, repealing Ordinance No. 2025-4577 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 11.52 acres being 33 lots within Glenhaven Estates Phase 2 Subdivision, save and except Glenhaven Drive, Fernhaven Circle, Francis Circle, and Springhaven Circle, generally located between Brazoswood Drive and Summerghlen Drive. The motion carried unanimously.

(9.9) MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, to adopt Ordinance No. 2025-4629, repealing Ordinance No. 2023-4477 in its entirety, and changing the zoning district boundaries as follows: from MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing and R-4 Multi-Family; and from MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing. The motion carried unanimously.

(9.10) MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, to adopt Ordinance No. 2025-4630, repealing Ordinance No. 2024-4542 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing, provided associated conditions are met, for approximately 3.66 acres being all of that certain tract or parcel of land lying and being situated in the Richard Carter league, abstract no. 8, in College Station, Brazos County, Texas, including portions of Lot 5 and Lot 6 of the D.A. Smith Subdivision as described by plat recorded in volume 49, page 106 of the Deed Records of Brazos

County, Texas, and subsequent replats of portions of these two lots, within an area generally bounded by Lincoln Avenue, Nimitz Street, and Eisenhower Street. The motion carried unanimously.

(9.11) MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, to adopt Ordinance No. 2025-4631, repealing in their entirety Ordinances 2023-4479, 2023-4481, 2024-4499, 2024-4528, 2024-4543, 2024-4549, 2025-4583, 2025-4584, 2025-4585, and changing the zoning district boundaries from MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing. The motion carried unanimously.

9.12. Public Hearing, presentation, discussion, and possible action regarding a presentation of the Comprehensive Plan 5-Year Evaluation & Appraisal Report and associated appendices.

Christine Leal, Planning and Development stated that the College Station's Comprehensive Plan, initially adopted in May 2009 and updated in October 2021, articulates the community's vision for the future. This long-term document, with a projected lifespan of 20 years, mandates the preparation of an Evaluation and Appraisal Report every five years. Mrs. Leal explained that the report, developed by City staff with input from citizens, City leaders, various City departments, the Planning and Zoning Commission, and other relevant boards and commissions, aim to assess the performance of the Comprehensive Plan by highlighting its successes and shortcomings and recommending necessary modifications in response to evolving conditions. The report and its associated appendices:

- Provided a review of the foundational conditions and assumptions related to the City's growth.
- Evaluated implementation progress concerning the Plan's goals, strategies, and action items.
- Summarized the public engagement process and results that informed the recommendations in this report.
- Presented recommendations for modifications to the Plan's policies, action items, and structure to ensure ongoing alignment with the community's vision.

Recommendation Highlights:

- Investigate adding stronger emphasis on sustainability & environmental resilience in Chapter 2 (Distinctive Places) & Chapter 8 (Managed Growth).
- Investigate incorporating strategies to ensure rapid response to changes in technology.
- Incorporate narrative on development & adoption of Housing Action Plan.
- Add goal, strategies, and action items of updated Economic Development Master Plan.
- Remove Number of Lanes Map 6.1 and evaluate Thoroughfare Plan in vicinity of Pebble Creek Parkway extension.
- Update growth strategy to reflect legislative changes; Remove Map 8.1 & Table 8.1.

Staff recommended the City Council receive and accept the Report. The Planning & Zoning Commission received this report at their September 18, 2025 meeting.

At approximately 11:45 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 11:45 p.m.

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 approve the Comprehensive Plan 5-Year Evaluation & Appraisal Report and associated appendices. The motion carried unanimously.

9.13. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4632 amending Appendix A, "Unified Development Ordinance," Article 2, "Development Review Bodies," Section 2.2, "Planning and Zoning Commission," of the Code of Ordinances by

removing the Planning and Zoning Commission's designation as the Impact Fee Advisory Committee pursuant to SB 1883 and presentation, discussion, and possible action regarding Ordinance No. 2025-4633 amending Chapter 107, "Impact Fees," Article I "Reserved", of the Code of Ordinances establishing an Impact Fee Advisory Committee pursuant to SB 1883.

Carol Cotter, City Engineer, announced that the 89th Texas Legislature passed SB 1883, amending Chapter 395 of The Local Government Code. This bill changes the rules for implementing and managing impact fees, including removing the Planning and Zoning Commission's authority to act as the Impact Fee Advisory Committee. Currently, this committee includes Planning and Zoning members plus ad hoc representatives, and this Ordinance amendment is the first step to align our local code with the new state law and ensure compliance.

At approximately 11:53 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 11:53 p.m.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember McIlhane, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4632, amending Appendix A, "Unified Development Ordinance," Article 2, "Development Review Bodies," Section 2.2, "Planning and Zoning Commission," of the Code of Ordinances by removing the Planning and Zoning Commission's designation as the Impact Fee Advisory Committee pursuant to SB 1883. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4633, amending Chapter 107, "Impact Fees," Article I "Reserved", of the Code of Ordinances establishing an Impact Fee Advisory Committee pursuant to SB 1883. The motion carried unanimously.

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

Councilmember discussed the upcoming September 29, 2025, Special Meeting.

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

Councilmember Yancy reported on the Health Department.

Councilmember Smith reported on the Sister Cities.

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.

No future agenda items at this time.

In accordance with the Texas Government Code the Council reconvened the Executive Session at 11:58 p.m. on September 25, 2025, to continue discussing matters pertaining to:

§551.072-Deliberation on the purchase, exchange, lease, or value of real property; to wit:

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

Executive Session recessed at 12:18 a.m. on September 26, 2025.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 12:18 a.m. on Friday, September 26, 2025.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

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

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John P. Nichols, Mayor

Council:

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

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, City Attorney
Leslie Whitten, Deputy City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

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

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 3:05 p.m. on Monday, September 29, 2025, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. SPECIAL ITEMS

2.1. Presentation, discussion, and possible direction regarding a convention or event center study.

Mayor opened both items together.

2.2. Presentation and discussion regarding potential opportunities for a multi-event center.

Bryan Woods, City Manager, presented Bill Rhoda, EVP Business Development with Legends Global.

Bill Rhoda, EVP Business Development with Legends Global, provided a presentation to the City Council outlining their business model and exploring potential opportunities for a multi-event center in College Station. The presentation provided the City Council with an opportunity to learn about possible approaches to a convention or multi-use facility and to engage in discussion regarding future possibilities for such a project.

Mr. Rhoda explained that Legends Global (Legends) offers a complete solution for clients, covering building plans, acquisition, development, sales, and food and beverage services. Legends are unique in supporting clients from start to finish, assisting with planning and execution. Their services include financial market analysis, project development, and valuation for clients like universities. They help determine which facilities to build, such as arenas or convention centers, offering insights into size, revenues, expenses, and financing options. As an owner's representative, Legends will manage schedules and budgets, ensuring projects stay on track and within budget. They oversee construction, focusing on architects and contractors.

Notable projects include:

- University of Kansas (KU) \$400 million football stadium renovation
- Florida State's football stadium renovation
- OU Arena project for the University of Oklahoma
- Sofi Stadium's \$5 billion project for the Rams and Chargers
- Rogers Centre's \$400 million renovation in Toronto
- Superdome's \$550 million renovation during COVID
- Buffalo Bills' \$2.3 billion venue opening next year

In addition, ASM Global (ASM) is a global venue management company and Legends is its largest client. ASM handles operations, security, marketing, tech, janitorial services, and more for sports and entertainment buildings. Their focus is on delivering projects on time and within budget while enhancing the guest experience to benefit clients financially. Collaboration with stakeholders such as cities, counties, and universities is crucial. ASM's expertise ensures buildings are optimized for operations, revenue, and guest satisfaction. They work closely with design and construction teams to address budget concerns and ensure seamless project completion.

In closing Mr. Rhoda provided the following framework for a successful project:

- Establish a project governance structure early
- Engage contractor early – having construction manager (CMaR) input on pricing, materials, schedule, constructability, and means & methods is critical to finalizing budget and setting up the project for success.
- Finalize development agreement early and finalize financing, understanding any funding, reporting, and mitigation requirements necessary to include in architect or CMaR agreements and budgeting exercises. Completing later can impact budget and schedule.
- Determine priorities, goals, and program early, i.e. sustainability and technology goals.
- Engage concessionaire early in project to determine approach, equipment, and technology required.
- Engage sales & sponsorship early to finalize sales program and naming rights / founding partner activations, eliminating change orders and redesign later.
- Conduct peer reviews of design with other building operators and any leagues.

Hunter Goodwin, College Station, stated expressed his support for a partnership with Legends Global. He believes that the community lacks the facilities and management that this organization could provide, which would attract new businesses and events to the area.

3. Adjournment.

There being no further business, Mayor Nichols adjourned the Special Meeting of the City Council at 4:34 p.m. on Monday, September 29, 2025.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

October 9, 2025

Item No. 7.2.

ILA with BTU for Transmission Line Reconductor

Sponsor: Glenn Gavit

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action to approve an Interlocal Agreement (ILA) with the City of Bryan, operating through Bryan Texas Utilities (BTU), to share the costs for the City of College Station's portion of an electric transmission line reconductor from Greens Prairie Substation to an endpoint within the College Station service area in the estimated amount of \$900,542.

Relationship to Strategic Goals:

Financially Sustainable City

Core Services and Infrastructure

Recommendation(s): Staff recommends Council approve this ILA with BTU.

Summary: BTU intends to reconductor approximately 15 miles of the Green's Prairie to Gibbons Creek Transmission Line, which includes approximately 1.72 miles of double circuit transmission line with College Station.

Both Parties will provide written authorization approving the final costs of the construction. BTU will fund the engineering design, materials, and construction costs associated with the reconductoring of the transmission line and College Station will reimburse BTU for the College Station portion of the line, estimated at \$900,542.00. Any substantial modification to the scope of the design and construction will require written approval by both BTU and College Station. BTU will administer the construction of the portion that includes the College Station transmission line and keep College Station informed as construction takes place.

The Bryan City Council will consider this ILA at a subsequent council meeting.

Budget & Financial Summary: Funds are allocated in the FY26 Electric capital budget. College Station will reimburse BTU for College Station's portion of the line.

Attachments:

1. ILA-COCS-BTU_Reconductor Transmission Lines_9-9-2025
2. Cost Estimate - COCS-BTU Reconductor Transmission Lines

**INTERLOCAL AGREEMENT BETWEEN
BRYAN TEXAS UTILITIES AND THE CITY OF COLLEGE STATION
REGARDING THE RECONDUCTORING OF A TRANSMISSION LINE FROM
GREEN'S PRAIRIE TO GIBBON'S CREEK**

This Interlocal Agreement ("Agreement") is between City of Bryan, a Texas-home rule municipal corporation that owns and operates a municipal electric utility known as Bryan Texas Utilities ("BTU") and City of College Station, a Texas home-rule municipal corporation ("College Station"). BTU and College Station agree as follows:

WHEREAS, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE also known as the INTERLOCAL COOPERATION ACT authorizes all local governments to contract with each other to perform functions or services that each party to the contract is authorized to perform individually; and

WHEREAS, BTU intends to reconductor approximately 15 miles of the Green's Prairie to Gibbons Creek Transmission Line, which includes approximately 1.72 miles of double circuit transmission line with College Station ("Project"), as depicted on the route map attached as Exhibit "A"; and

WHEREAS, BTU and College Station agree that it is in the best interest of both Parties that BTU fund the engineering design, materials, and construction costs associated with the reconductoring of the transmission line and that College Station then reimburse BTU for the College Station portion of the line;

NOW THEREFORE, the Parties herein enter into this Agreement pursuant to the above-named act to establish the obligations of each party.

1. Duties:

1.1. College Station and BTU will own their appropriate share of the line and operate/maintain their share separately.

1.2. According to the survey and design for the Project, several CSU distribution double circuit underbuild poles will need to be addressed at CSU expense. This will be completed on a separate project not included in this Agreement.

1.3. BTU will administer the construction of that portion that includes the College Station transmission line and keep College Station informed as construction takes place. Both Parties will provide written authorization as to approval of the final price and associated costs of the construction pricing. Any substantial modification to the scope of the design and construction will require written approval by both BTU and College Station.

1.4. Any and all correspondence, documents, reports, data, or other information related to the design and construction will be submitted to BTU and College Station.

2. Project Cost:

2.1 College Station shall be responsible for its share of the design, materials, construction and related costs, as determined by the final percentage of costs.

2.2 BTU shall be responsible for its share of the design, materials, construction, and related costs, as determined by the final percentage of costs.

3. Hold Harmless:

3.1 BTU and College Station 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 work done under this Agreement.

3.2 This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, nor to impose any partnership obligations or liability on either party. Furthermore, neither party shall have any right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other party.

4. Severability:

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.

5. Written Notice:

Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

General Manager
BTU (Bryan Texas Utilities)
205 E. 28th St. 77803
P.O. Box 1000
Bryan, TX 77805

Director of Electric Utilities
College Station Utilities
1601 Graham Rd
P.O. Box 9960
College Station, TX 77842

Each party will have the right to change its business address by at least thirty (30) calendar days advance written notice to the other Parties in writing of such change.

6. 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 either party, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein.

7. 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.

8. Texas Law:

This Agreement has been made under and shall be governed by the laws of the State of Texas.

9. Place of Performance and Venue:

Performance and all matters related thereto shall be in Brazos County, Texas, United States of America. Venue in any lawsuit or legal proceeding regarding or relating to this Agreement shall be in a court of competent jurisdiction in Brazos County, Texas, United States of America, or the appropriate United States District Court designated for said county.

10. Authority to Enter Contract:

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

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 any party 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.

12. Agreement Read:

The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

13. Assignment:

This Agreement and the rights and obligations contained herein may not be assigned by College Station or BTU without the prior written approval of BTU and College Station.

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.

[SIGNATURE PAGE FOLLOWS]

This Agreement will be effective when signed by the last party whose signature makes the Agreement fully executed.

SIGNED this the _____ day of _____, 2025.

CITY OF BRYAN

CITY OF COLLEGE STATION

Bobby Gutierrez, Mayor

John Nichols, Mayor

APPROVED FOR COUNCIL:

Kean Register, City Manager

Bryan C. Woods, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

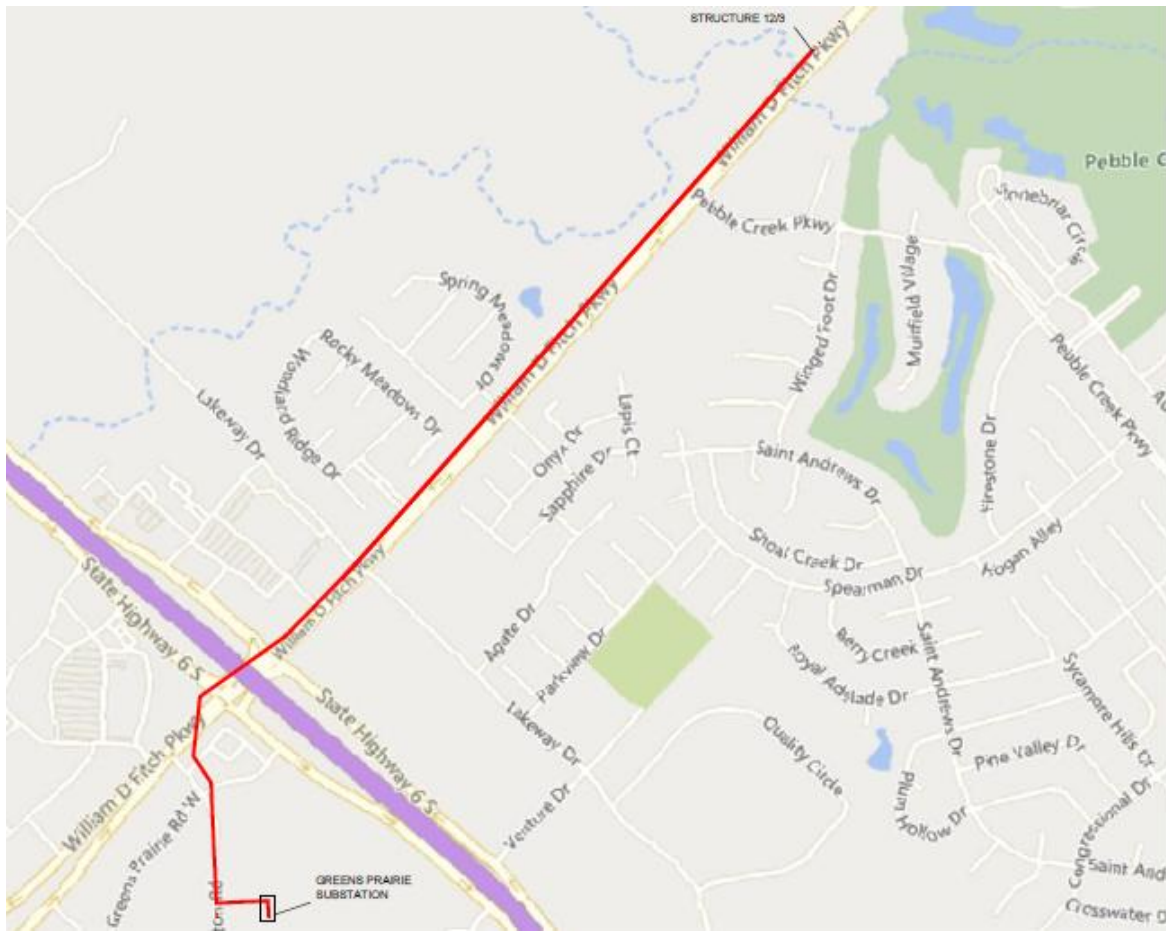
Thomas A. Leeper, City Attorney

Adam C. Falco, City Attorney

List of Exhibits:

- Exhibit "A" – Transmission Line Route Map (Green's Prairie to Gibbons Creek)

Exhibit “A”
Transmission Line Route Map
(Green’s Prairie to College Station Spring Creek Tap STR 20)



College Station Budget Estimate Greens Prairie to Gibbons Creek Structure 20

September 2025

1. Insulator count 2.1 miles 28 structures (Avg span 455')
84 insulators @ \$1000 each = \$84,000x 2 (material) \$168,000
2. Assume 3 dead-end structures will be replaced @\$100,000/each= \$300,000
3. Conductor 3.75/FT total footage 2.1miles*5280 feet* 3 = \$124,740
4. Design costs \$65,600
5. Contingency of 5%
6. Inflation of 10%
7. Design start date 10/7/24
8. Issued for Construction (IFC) date 3/26/26
9. Construction start date 6/25/26

Labor /material Change out 3-Deadend poles	\$300,000
Labor/Material Conductor (\$124,740 x 2)	\$249,480
Insulators 138KV	\$168,000
<u>Design cost (Black & Veatch)</u>	<u>\$65,600</u>
Total	\$783,000
Add (Contingency 5% plus inflation 10% (total 15%))	\$900,542

October 9, 2025

Item No. 7.3.

Annual Price Agreement for Electric Underground Distribution Projects

Sponsor: Glenn Gavit

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on contract awards for Electric Underground Distribution Construction, not-to-exceed \$300,000 to Sterling Global Industries, LLC and not-to-exceed \$200,000 to H&B Construction, LTD, for a combined total not-to-exceed amount of \$500,000.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends awarding contracts to Sterling Global for \$300,000 and H&B Construction for \$200,000 for the construction of electrical underground distribution projects for a total not-to-exceed amount of \$500,000.

Summary: CSU Electric solicited price quotes for various line items associated with underground electric distribution work. For these projects, CSU will provide the engineering designs and materials, while the selected contractor will furnish the labor and equipment necessary to complete electric distribution line replacements and conversions.

In response to RFP 25-097, CSU received four proposals on August 26, 2025. Following a comprehensive evaluation by Electric staff, Sterling Global Industries, LLC and H&B Construction, LTD were identified as the highest-ranked firms based on qualifications, experience, and overall value to the City. By contracting with both vendors, the City ensures access to competitive pricing and the appropriate expertise to meet project needs effectively.

Budget & Financial Summary: Funds are available in the Electric Capital Improvements budget for underground construction.

Attachments:

1. 25-097 Bid Tab
2. 25300733-Sterling Global
3. 25300732-H&B Construction

ANNUAL PRICE AGREEMENT FOR ELECTRIC BORING PROJECTS 25-097 BID PRICING SHEET 08/26/25 @ 2:00 P.M.									
BID UNITS	UNIT DESCRPTION	UNIT PRICE (per ft/ea)	PER	UNIT PRICE (per ft/ea)	PER	UNIT PRICE (per ft/ea)	PER	UNIT PRICE (per ft/ea)	PER
		H&B Construction, Inc.		Sterling Global Industries, LLC.		Bayer Electric		Ardent Service, LLC	
DURTB1	Bore and pull in 1-1" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$15.00	per ft	\$31.35	per ft 100ft min charge	\$22.50	per ft	\$35.40	per ft
DURTB2	Bore and pull in 1-2" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$18.00	per ft	\$37.95	per ft 100ft min charge	\$22.50	per ft	\$35.40	per ft
DURTB4	Bore and pull in 1-4" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$22.00	per ft	\$44.55	per ft 100ft min charge	\$24.70	per ft	\$38.00	per ft
DURTB6	Bore and pull in 1-6" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$24.00	per ft	\$58.05	per ft 100ft min charge	\$27.15	per ft	\$52.00	per ft
DURTB1-2	Bore and pull in 2-1" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$18.00	per ft	\$35.65	per ft 100ft min charge	\$25.40	per ft	\$35.40	per ft
DURTB2-2	Bore and pull in 2-2" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$24.00	per ft	\$44.55	per ft 100ft min charge	\$27.45	per ft	\$38.00	per ft
DURTB4-2	Bore and pull in 2-4" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$30.00	per ft	\$71.05	per ft 100ft min charge	\$35.60	per ft	\$52.00	per ft
DURTB4-4	Bore and pull in 4-4" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$45.00	per ft	\$97.35	per ft 100ft min charge	\$88.00	per ft	\$58.00	per ft
DURTB6-2	Bore and pull in 2-6" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$35.00	per ft	\$108.75	per ft 100ft min charge	\$88.00	per ft	\$62.00	per ft
DURPH	URD POT HOLE	\$500.00	per location	\$160.00	per location	\$2,600.00	per location	\$825.00	per location
DUM1-90LB-SL	1" long sweep 90	\$14.00	ea	\$3.75	ea	\$10.00	ea	\$40.00	ea
DUM4-90LB	4" long sweep 90	\$14.00	ea	\$7.50	ea	\$50.00	ea	\$88.00	ea
DUM2-90LB-SL	2" long sweep 90	\$14.00	ea	\$5.50	ea	\$30.00	ea	\$42.00	ea
DUM6-90LB	6" long sweep 90	\$14.00	ea	\$15.00	ea	\$60.00	ea	\$110.00	ea
DUMT36	TRENCH, MACHINE, 36" (per foot)	\$9.00	per ft	\$18.00	per ft	\$7.40	per ft	\$4.25	per ft
DUMT48	TRENCH, MACHINE, 48" (per foot)	\$12.50	per ft	\$22.00	per ft	\$9.90	per ft	\$6.25	per ft

BID UNITS	UNIT DESCRPTION	UNIT PRICE (per ft/ea)	PER	UNIT PRICE (per ft/ea)	PER	UNIT PRICE (per ft/ea)	PER	UNIT PRICE (per ft/ea)	PER
		H&B Construction, Inc.		Sterling Global Industries, LLC.		Bayer Electric		Ardent Service, LLC	
DUMT60	TRENCH, MACHINE, 60" (per foot)	\$16.00	per ft	\$28.00	per ft	\$9.90	per ft	\$6.25	per ft
DURHT36	TRENCH, HAND DIG, 36" (per foot)	\$29.00	per ft	\$55.00	per ft	\$51.80	per ft	\$7.25	per ft
DURHT48	TRENCH, HAND DIG, 48" (per foot)	\$32.00	per ft	\$65.00	per ft	\$74.00	per ft	\$20.00	per ft
DURHT60	TRENCH, HAND DIG, 60" (per foot)	\$35.00	per ft	\$75.00	per ft	\$74.00	per ft	\$24.00	per ft
DUM-50-P-2	2" PVC conduit	\$2.50	per ft	\$1.31	per ft	\$2.20	per ft	\$2.55	per ft
DUM50-P-4	4" PVC conduit	\$3.00	per ft	\$2.36	per ft	\$2.50	per ft	\$3.50	per ft
DUM50-P-6	6" PVC conduit	\$3.50	per ft	\$4.50	per ft	\$3.75	per ft	\$6.00	per ft
DSL-SF-A	Street Light Foundation	\$1,000.00	ea	\$488.62	ea	\$1,701.75	ea	\$800.00	ea
DUM5-1-1-SL	Street Light Riser	\$575.00	ea	\$264.42	ea	\$400.00	ea	\$660.00	ea
Compaction	Road way compaction 98%	\$2.85	per ft	\$85.00	per ft	\$14.80	per ft	\$3.25	per ft
Hydro vac			per hour	\$550.00	per hour	\$325.00	per hour	\$280.00	per hour
DUM-SPL-D	Bore URD Splice Pit 2"	\$250.00	ea	\$450.00	ea	\$1,880.00	ea	\$450.00	ea
DUM-SPL-D	Bore URD Splice Pit 4"	\$250.00	ea	\$550.00	ea	\$2,275.00	ea	\$650.00	ea
DUM-SPL-D	Bore URD Splice Pit 6"	\$250.00	ea	\$750.00	ea	\$2,753.00	ea	\$900.00	ea
Bore receiving pit			ea	\$950.00	ea	\$1,200.00	ea	\$450.00	ea
Bore entrance Pit			ea	\$950.00	ea	\$1,200.00	ea	\$450.00	ea
Core drill Asphalt	per hole, includes restoration	\$1,500.00	ea	\$1,500.00	ea	\$750.00	ea	\$200.00	ea
Core drill concrete	per hole, includes restoration	\$1,500.00	ea	\$1,500.00	ea	\$1,000.00	ea	\$200.00	ea
DUM5-1-1	RISER 1 inch SECONDARY	\$850.00	ea	\$286.21	ea	\$420.75	ea	\$660.00	ea
DUM5-1-1-SL	RISER 1 inch STREETLIGHT SECONDARY	\$850.00	ea	\$264.42	ea	\$420.75	ea	\$660.00	ea
DUM5-1-2-SL	RISER 2 inch STREETLIGHT SECONDARY	\$935.00	ea	\$304.86	ea	\$617.10	ea	\$853.16	ea
DUM5-2-2	RISER 2 inch SECONDARY	\$935.00	ea	\$636.42	ea	\$617.10	ea	\$853.16	ea
DUM5-2-2-SVC	RISER 2 inch SERVICE	\$935.00	ea	\$572.42	ea	\$765.00	ea	\$853.16	ea
DUM5-2-4	RISER 4 inch SECONDARY	\$1,125.00	ea	\$715.35	ea	\$1,064.80	ea	\$1,128.65	ea
DUM5-2-4-SVC	RISER 4 inch SERVICE	\$1,125.00	ea	\$687.70	ea	\$1,213.00	ea	\$1,128.65	ea
DUM5-3	RISER 3 inch SECONDARY	\$1,100.00	ea	\$665.15	ea	\$1,009.80	ea	\$1,000.34	ea
DUM5-3-SVC	RISER 3 inch SERVICE	\$1,100.00	ea	\$583.00	ea	\$1,159.00	ea	\$1,000.34	ea
DUA1	RISER 2 inch 1/0 URD 1PH. PRIMARY	\$1,295.00	ea	\$583.85	ea	\$2,019.60	ea	\$1,666.63	ea

BID UNITS	UNIT DESCRIPTION	UNIT PRICE (per ft/ea)	PER	UNIT PRICE (per ft/ea)	PER	UNIT PRICE (per ft/ea)	PER	UNIT PRICE (per ft/ea)	PER
		H&B Construction, Inc.		Sterling Global Industries, LLC.		Bayer Electric		Ardent Service, LLC	
DUA1-1	RISER 2 inch 1/0 URD 3PH. PRIMARY	\$1,295.00	ea	\$1,677.96	ea	\$3,575.00	ea	\$3,076.81	ea
DUA1-4	RISER 4-2 inch 1/0 URD 3PH PRI RADIAL	\$1,400.00	ea	\$1,850.00	ea	\$3,575.00	ea	\$3,076.81	ea
DUA1A	RISER 2 inch 1/0 URD 1PH. PRIMARY	\$1,295.00	ea	\$1,406.49	ea	\$2,019.60	ea	\$1,666.63	ea
DUC1	RISER 4 inch 1/0 URD 3PH. PRIMARY	\$1,400.00	ea	\$1,677.96	ea	\$3,250.00	ea	\$3,076.81	ea
DUC3-4-1000 AL	RISER 1000 JCN CABLE 3-4 inch	\$3,200.00	ea	\$2,136.39	ea	\$4,649.92	ea	\$4,173.84	ea
DUC6-1000 AL	RISER 1000 JCN CABLE 6 inch	\$3,200.00	ea	\$2,242.16	ea	\$4,600.00	ea	\$4,173.84	ea
DUM52-3-URD	NUMBERING UNDERGROUND	\$100.00	ea	\$12.50	ea	\$63.95	ea	\$40.00	ea
DUM52-3-XFMR	NUMBERING UNDERGROUND for XFORMERS	\$100.00	ea	\$24.00	ea	\$63.95	ea	\$30.00	ea
DU-#1/0-PRI	1/0 AL 15KV Primary Underground Wire	\$2.50	per ft	\$1.62	per ft	\$2.16	per ft	\$3.45	per ft
DU-#1/0-PRI-3PH	1/0 AL 15KV Primary Underground Wire 3PH	\$2.85	per ft	\$7.42	per ft	\$2.75	per ft	\$10.00	per ft
DU-#750-PRI	750 MCM CU 15KV PRIMARY Underground Wire (retire only)	\$3.10	per ft	\$5.99	per ft	\$4.15	per ft	\$8.25	per ft
DU-1000-AL-PRI	1000 MCM AL 15KV Primary Underground Wire	\$3.50	per ft	\$7.94	per ft	\$3.58	per ft	\$10.00	per ft
DU-1000-AL-PRI-3PH	1000 MCM AL 15KV Primary Underground Wire	\$3.50	per ft	\$14.62	per ft	\$3.58	per ft	\$30.00	per ft
DUM-K-LID	CONCRETE PULL BOX REGULAR LID	\$800.00	ea	\$375.00	ea	\$1,500.00	ea	\$4,500.00	ea
DUM-K0	URD PULL BOX 36 X 60 X 48	\$1,015.00	ea	\$580.00	ea	\$2,500.00	ea	\$1,200.00	ea
DUM-K1	URD PULL BOX 48 X 96 X 48	\$1,285.00	ea	\$650.00	ea	\$3,000.00	ea	\$1,600.00	ea
DUM-K1A	URd PULL BOX 96 X 96 X 72	\$2,110.00	ea	\$800.00	ea	\$4,200.00	ea	\$2,400.00	ea
DUM-K3	URD PULL BOX 96 X 96 X 84	\$2,460.00	ea	\$875.00	ea	\$4,500.00	ea	\$2,600.00	ea
DUM-K4	URD PULL BOX 48 X 96 X 72 W/ CONCRETE SKIRT	\$2,360.00	ea	\$8,300.00	ea	\$5,000.00	ea	\$2,200.00	ea
DUM-K5	BOTTOMLESS CONCRETE PULL BOX, 48\ X 96\" X 48\""	\$1,200.00	ea	\$1,875.00	ea	\$3,000.00	ea	\$1,600.00	ea
DUM-K6	CONCRETE PULL BOX, 48\ X 96\" X 48\""	\$900.00	ea	\$2,100.00	ea	\$3,250.00	ea	\$4,500.00	ea

BID UNITS	UNIT DESCRPTION	UNIT PRICE (per ft/ea)	PER	UNIT PRICE (per ft/ea)	PER	UNIT PRICE (per ft/ea)	PER	UNIT PRICE (per ft/ea)	PER
		H&B Construction, Inc.		Sterling Global Industries, LLC.		Bayer Electric		Ardent Service, LLC	
DUM-KEX	48 X 96 X 24 BOX EXTENSION	\$1,200.00	ea	\$245.00	ea	\$1,500.00	ea	\$800.00	ea
DUM-KEX-C	CONCRETE PULL BOX EXTENSION, 48\ X 96" X 24""	\$1,500.00	ea	\$850.00	ea	\$2,000.00	ea	\$2,400.00	ea
DUM-MH 12X12	URD OCTAGON 12X12 MANHOLE	\$2,000.00	ea	\$12,000.00	ea	\$6,616.00	ea	\$10,000.00	ea
DUM-MH 5X7X5	URD MANHOLE 5'X7'X5'	\$2,340.00	ea	\$8,500.00	ea	\$3,500.00	ea	\$4,500.00	ea
DUM-MH 5X7X7	URD MANHOLE 5'X7'X7'	\$2,385.00	ea	\$9,200.00	ea	\$4,200.00	ea	\$4,500.00	ea
DUM-MH 8X6X10	URD MANHOLE 8 ft. X 6 ft. X 10 ft.	\$2,300.00	ea	\$10,800.00	ea	\$5,000.00	ea	\$10,000.00	ea
DUM-PB-2	URD PULL BOX, 11X18X18	\$2,300.00	ea	\$45.27	ea	\$350.00	ea	\$275.00	ea
DUM-SW-LID	CONCRETE PULL BOX SWITCHGEAR LID	\$1,800.00	ea	\$2,400.00	ea	\$300.00	ea	\$4,500.00	ea
DUM-TR-LID	CONCRETE PULL BOX TRAFFIC RATED LID	\$2,000.00	ea	\$2,800.00	ea	\$200.00	ea	\$4,500.00	ea
DUM1-5C	TRANSFORMER PAD - SINGLE PHASE	\$125.00	ea	\$471.07	ea	\$1,400.00	ea	\$425.00	ea
DUM1-5D	TRANSFORMER PAD, POLYMER	\$125.00	ea	\$127.50	ea	\$397.80	ea	\$425.00	ea
DUM1-5E	TRANSFORMER PAD FIBERGLASS BASEMENT	\$3,000.00	ea	\$175.00	ea	\$450.00	ea	\$425.00	ea
DUM1-6A	TRANSFORMER PAD 1 PH. 52 X 60	\$125.00	ea	\$280.00	ea	\$1,400.00	ea	\$1,100.00	ea
DUMB-1	CONDUIT MARKER BALL	\$45.00	ea	\$7.50	ea	\$25.00	ea	\$40.00	ea
DUM6-4-1	Fault indicators install	\$40.00	ea	\$15.00	ea	\$79.56	ea	\$125.00	ea
DUM6-1	terminate 1/0 elbow	\$130.00	ea	\$105.00	ea	\$187.59	ea	\$124.00	ea
DUM6-3D	terminate 1000MCM T body	\$380.00	ea	\$297.85	ea	\$352.98	ea	\$265.00	ea
DUM6-28	splice 1/0 cable	\$300.00	ea	\$174.37	ea	\$192.50	ea	\$395.00	ea
DUM6-28C	splice 1000mcm	\$600.00	ea	\$241.96	ea	\$408.40	ea	\$925.00	ea
DUJ2-7-PI500	install pedestal Bars 500	\$125.00	ea	\$12.75	ea	\$40.00	ea	\$20.00	ea
DUJ2-7-PI350	install pedestall bars 350	\$125.00	ea	\$12.75	ea	\$35.00	ea	\$20.00	ea
DUM8-3	Secondary termination 1/0- 4/0	\$250.00	ea	\$14.50	ea	\$96.27	ea	\$56.00	ea
DUM8-4	Secondary termination 350-500	\$250.00	ea	\$24.72	ea	\$129.59	ea	\$65.00	ea
	Set Switch Gear on pad	\$1,900.00	ea	\$506.25	ea	\$2,154.24	ea	\$1,100.00	ea

BID UNITS	UNIT DESCRPTION	UNIT PRICE (per ft/ea)	PER	UNIT PRICE (per ft/ea)	PER	UNIT PRICE (per ft/ea)	PER	UNIT PRICE (per ft/ea)	PER
		H&B Construction, Inc.		Sterling Global Industries, LLC.		Bayer Electric		Ardent Service, LLC	
	Set single phase transformer on pad 25-250kva	\$500.00	ea	\$378.95	ea	\$1,540.00	ea	\$2,675.00	ea
	Set 3 phase transformer on pad 300-1500 kva	\$750.00	ea	\$3,375.00	ea	\$2,563.00	ea	\$3,755.00	ea
DUM1-6c	3 phase poured concrete pad	\$2,000.00	ea	\$3,400.00	ea	\$2,000.00	ea	\$3,721.45	ea
DU350-TRI-SEC	install 350 al triplex	\$4.50	ft	\$2.59	ft	\$4.95	ft	\$3.25	ft
DU500-TRI-SEC	install 500 al triplex	\$5.50	ft	\$2.59	ft	\$4.95	ft	\$3.25	ft
DU-#500-quad	install 500 al quad	\$6.00	ft	\$3.05	ft	\$5.61	ft	\$3.25	ft
DU-#750-quad	install 750 al quad	\$6.50	ft	\$3.65	ft	\$5.61	ft	\$8.25	ft
TOTAL OF UNIT PRICING		\$69,260.30		\$97,421.96		\$112,055.89		\$113,569.48	
TRAFFIC CONTROL		\$15,000.00				COST X 1.21		20%	
MOBILIZATION		\$500 @ 1		\$3500/\$1500		\$1,000.00		\$4500/1	
ROW RESTORATION		\$350.00/HR		75.00 PER MAN/HR		Dump Truck - \$75 Top Soil Labor - \$90 Hydro Mulch or		\$450/per hr @ 20%	



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300733 PROJECT #: _____ BID/RFP/RFQ#: 25-097

Project Name / Contract Description: Annual Price Agreement for Electric UG Dist. Projects
Electric Underground Miscellaneous Distribution Projects

Name of Contractor: Sterling Global Industries, LLC

CONTRACT TOTAL VALUE: \$ 300,000.00 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☒ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☒ No ☐ N/A

Davis Bacon Wages Used ☐ 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)

Four Responses Received: H&B Construction \$69,260.30 Sterling Global Industries, LLC \$97,421.96 Bayer Electric \$112,055.89

Ardent Service, LLC \$113,569.48

Department Recommends two contracts: H&B Construction, Inc. \$69,260.30 Sterling Global Industries, LLC \$97,421.00

FY26 Capital Funds are budgeted. Various projects will be charged based on specific jobs.

(If required)*

CRC Approval Date*: N/A **Council Approval Date*:** 10/09/2025 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

William Glenn Garrit
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

9/15/2025
DATE

[Signature]
ASST CITY MGR – CFO

9/15/2025
DATE

John A. Haislet
LEGAL DEPARTMENT

9/15/2025
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 Sterling Global Industries, LLC. (the "Contractor") for the construction and/or installation of the following:
Annual Price Agreement for Electric Underground Distribution Projects (ITB# 25-097).

1. DEFINITIONS

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

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

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

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

1.05 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Three-Hundred Thousand Dollars and 00 /**100 Dollars (\$300,000.00)**).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTRACT DOCUMENTS

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

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

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

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

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

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

3. AWARD OF CONTRACT

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

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

4. CITY'S REPRESENTATIVE

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

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

6. DISORDERLY EMPLOYEES

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

7. HOURS OF WORK

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

8. NATURE OF THE WORK

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

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

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

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

9. POST-AGREEMENT AWARD MEETINGS

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

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

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

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

10. PROGRESS OF WORK

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

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

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

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

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

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

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

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

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

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

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

11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

12. MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

14. REJECTED WORK

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

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

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

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

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

15. SUBCONTRACTING & SUBCONTRACTORS

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

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

16. PAYMENT

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

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

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

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



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

OR:



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

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

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

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

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

16.09 Unless otherwise provided in the Contract Documents:

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

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

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

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

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

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

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

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

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

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

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

17. EXTRA WORK CHARGES

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

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



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

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

OR:



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

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

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

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

Method A – By agreed unit prices, or

Method B – By agreed lump sum, or

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

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

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

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

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

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

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

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

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

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

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

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

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

18.03 The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative.

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

18.05 Contract Term, Renewal, and Extension. The original term of this Contract shall be for one (1) year from the effective date of this contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices bid under the original contract may, by mutual agreement, be increased by no more than ten percent (10%) of the original contract price. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

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

19. SUBSTANTIAL COMPLETION

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

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

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

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

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

22. EXTENSIONS OF TIME

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

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

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

23. LIQUIDATED DAMAGES

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

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

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

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

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

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

27. INSURANCE

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

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

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

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

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

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

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

Contract No. 25300733

Electric Construction Services Agreement Over \$50,000

Form 08-30-2021

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

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

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

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

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

27.07 Additional Insured.

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

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

27.08 Builder's Risk

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

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

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

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

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

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

"A. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

project; and

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

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

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

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

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

28. BOND PROVISIONS

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

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

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

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

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

29. SURETY

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

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

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

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

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

30. COMPLIANCE WITH LAW

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

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

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

31. SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

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

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

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

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

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

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

34. RELEASE

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

35. PERMITS AND LICENSES

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

36. ROYALTIES AND LICENSING FEES

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

37. BREACH OF CONTRACT & DAMAGES

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

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

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

38. TERMINATION FOR CAUSE

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

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

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

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

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

42. TERMINATION CONVERSION

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

43. HIRING

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

44. ASSIGNMENT

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

45. EFFECTIVE DATE

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

46. OTHER TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

List of Exhibits

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

STERLING GLOBAL INDUSTRIES, LLC

CITY OF COLLEGE STATION

By: Harrison Westmoreland

By: _____

Printed Name: Harrison Westmoreland

City Manager

Date: _____

Title: CEO

Date: 9/15/2025

APPROVED:

John A. Haislet

City Attorney

Date: 9/15/2025

Jim (Austin)

Assistant City Manager/CFO

Date: 9/15/2025

Contract No. 25300733

Electric Construction Services Agreement Over \$50,000

Form 08-30-2021

EXHIBIT A
DAVIS BACON WAGE RATES

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.

"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

C#25300733 Page 44 of 69

<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 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,

Sterling Global Industries

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"

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. PPD3200650

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

THE COUNTY OF BRAZOS

§

THAT WE, Sterling Global Industries, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto Developers Surety and Indemnity Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Three-Hundred Thousand and 00 /100 Dollars (\$ 300,000.00) 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 Annual Price Agreement for Electric Underground Distribution Projects (ITB# 25-097).

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. PPD3200650

FOR THE CONTRACTOR:

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

WITNESS: (if not a corporation)

Sterling Global Industries, LLC

(Name of Contractor)

By: Kyle Goracic

By: Harrison Westmireland

Name: KYLE GORACIE

Name: HARRISON WESTMIRELAND

Title: PRESIDENT

Title: CEO

Date: 10/09/2025

Date: 10/9/2025

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

Developers Surety and Indemnity Company

(Full Name of Surety)

By: Brandi Heath

2821 W. 7th Street #500

Name: Brandi Heath

Fort Worth, TX 76107

Title: Witness

(Address of Surety for Notice)

Date: 10/9/2025

By: Steven Tucker

Name: Steven Tucker

Title: Attorney-in-Fact

Date: 10/9/2025

FOR THE CITY:

REVIEWED:

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

John A. Haislet 9/15/2025
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. PPD3200650

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Sterling Global Industries, LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto Developers Surety and Indemnity Company, a corporation organized and existing under the laws of the State of California, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Three-Hundred Thousand Dollars and 00 /100 Dollars (\$300,000.00) 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 9th day of OCTOBER, 20 25, for Annual Price Agreement for Electric Underground Distribution Projects (ITB# 25-097), 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. PPD3200650

FOR THE CONTRACTOR:

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

WITNESS: (if not a corporation)

Sterling Global Industries, LLC

(Name of Contractor)

By: Kyle Goracke

Name: KYLE GORACKE

Title: PRESIDENT

Date: 10/09/2025

By: Harrison Westmoreland

Name: HARRISON WESTMORELAND

Title: CEO

Date: 10/9/2025

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: Brandi Heath

Name: Brandi Heath

Title: Witness

Date: 10/9/2025

Developers Surety and Indemnity Company
(Full Name of Surety)

2821 W. 7th Street #500

Fort Worth, TX 76107

(Address of Surety for Notice)

By: Steven Tucker

Name: Steven Tucker

Title: Attorney-in-Fact

Date: 10/9/2025

FOR THE CITY:

REVIEWED:

John A. Haislet 9/15/2025
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.

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Tracy Tucker, Steven Tucker, Douglass A. Reed, Kevin J. Dunn, Bennett Brown and Roberta H. Erb, of Ft. Worth, TX

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective September 18, 2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: _____

Printed Name: Sam Zaza

Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

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 Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this 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 _____



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:

By: _____

Barry W. Moses

Barry W. Moses, Assistant Secretary

6B6415E7ADE548C...

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

POA No. N/A

Ed. 0323

Signed and sealed this _____ day of _____



AmTrust Surety
An AmTrust Financial Company

**Developers Surety and Indemnity Company
CorePointe Insurance Company**

IMPORTANT NOTICE:

To obtain information or make a complaint:

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:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
E-mail: ConsumerProtection@tdi.state.tx.us

For any complaints you may also contact AmTrust Customer Service at:

Telephone: **1-877-528-7878**

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by mail to the following address:

Mailing Address: AmTrust Financial Services, Inc.
P.O. Box 5939
Cleveland, OH 44101
Attention: Surety Claims

Physical Address: AmTrust Financial Services, Inc.
800 Superior Ave
Cleveland, OH 44114

Email: suretybondclaims@amtrustgroup.com

Note: The maximum size for any single email message including attachments is 20MB. Please send any correspondence in excess of this size to the P.O. Box noted above.

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR BOND:

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)

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 The Baldwin Group Southwest LLC 5151 San Felipe St, Ste 2400 Houston TX 77056	CONTACT NAME: Jennifer Jennings Kiser PHONE (A/C, No, Ext): 214-432-3474 FAX (A/C, No): E-MAIL ADDRESS: Jennifer.JenningsKiser@Baldwin.com												
INSURED Sterling Global Industries, LLC 901 A Tradewinds Midland TX 79707	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A : Admiral Insurance Company</td><td>NAIC # 24856</td></tr><tr><td>INSURER B : National Liability & Fire Insu</td><td>20052</td></tr><tr><td>INSURER C : Convex Insurance UK Ltd</td><td>840616</td></tr><tr><td>INSURER D : REPUBLIC VANGUARD INS CO</td><td>40479</td></tr><tr><td>INSURER E : Houston Specialty Insurance Co</td><td>12936</td></tr><tr><td>INSURER F : Texas Mutual Insurance Company</td><td>22945</td></tr></table>	INSURER A : Admiral Insurance Company	NAIC # 24856	INSURER B : National Liability & Fire Insu	20052	INSURER C : Convex Insurance UK Ltd	840616	INSURER D : REPUBLIC VANGUARD INS CO	40479	INSURER E : Houston Specialty Insurance Co	12936	INSURER F : Texas Mutual Insurance Company	22945
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INSURER E : Houston Specialty Insurance Co	12936												
INSURER F : Texas Mutual Insurance Company	22945												

License#: BR-1796913
STERGLO-01**COVERAGES****CERTIFICATE NUMBER:** 254810363**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 ☒ Cont. Pollution GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			FEI-ECC-35850-01	3/13/2025	3/13/2026	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 Designated Proje Agg \$ 5,000,000
B D	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			73APB010989 CNO6291028-00	3/13/2025 3/13/2025	3/13/2026 3/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			FEI-EXS-45469-01 XSC000852-0325	3/13/2025 3/13/2025	3/13/2026 3/13/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
F	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	0002107856	3/13/2025	3/13/2026	☒ 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
E E	Equipment Floater Heavy EQP Leased Scheduled Leased EQP			CIM-HSIC-IM-0000680-00 CIM-HSIC-IM-0000622-00	3/13/2025 1/23/2025	3/13/2026 3/13/2026	Per Item Catastrophe Limit \$ 750,000 SEE REMARKS 2,500,000

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

General & Pollution Liability: Certificate Holder is included as Additional Insured including Completed Operations with respect to the General Liability and Pollution Liability if required by written contract and subject to terms, conditions and exclusions of the policy. A Waiver of Subrogation in favor of the Certificate Holder applies to General Liability and Pollution Liability if required by written contract, and subject to terms, conditions, and exclusions of the policy. Coverage is provided on a Primary & Non-Contributory basis on the General Liability and Pollution Liability policy if required by written contract and subject to terms, conditions and exclusions of the policy. The General Liability and Pollution Liability policy includes a Transportation Pollution Liability Endorsement, Pollution Disposal Liability Endorsement, and Products Pollution Liability Endorsement. 30 Day NOC applies.

Auto Liability: Certificate Holder is included as Additional Insured with respect to the auto liability policy if required by written contract and subject to terms, See Attached...

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

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY The Baldwin Group Southwest LLC		NAMED INSURED Sterling Global Industries, LLC 901 A Tradewinds Midland TX 79707	
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

conditions and exclusions of the policy. The Auto Liability policy includes a Blanket Waiver of Subrogation in favor of the Certificate Holder if required by written contract, and subject to terms, conditions, and exclusions of the policy. Primary and noncontributory wording & 30 day NOC applies.

Workers Compensation: A Blanket Waiver of Subrogation in favor of the Certificate Holder applies to the workers compensation policy if required by written contract, and subject to terms, conditions, and exclusions of the policy. No excluded proprietor/partner/executive/officer/members. Work Comp - Other States Coverage P# WC 92 908 881 118 4 / Carrier Argonaut Insurance Company NAIC 19801 applies to LA, AL, PA, & OK. Oklahoma provisions of Title 85 and 85a statues included.

Excess Liability: Excess Liability policy follows form over the general liability / pollution liability, auto liability, and workers compensation policy(s) subject to terms, conditions, and exclusions.

Equipment Floater CIM-HSIC-IM-0000680-00: \$750,000 value per item / \$2,500,000 Catastrophe Limit - Blanket loss payee endorsement when required by written contract for items rented and or leased.

Deductible Structure:

- Equipment Value: \$0 - \$100,999 / Deductible: \$2,500
- Equipment Value: \$101,000 - \$250,000 / Deductible \$5,000
- Equipment Value: \$250,001 - \$500,000 / Deductible: \$10,000
- Equipment Value: \$500,001 - \$1,000,000 / Deductible: \$25,000

Property / Materials Coverage in the amount of \$400,000 specific to The City of College Station for - Electrical Distribution Directional Bore Projects is covered per the equipment inland marine policy listed above.

EXHIBIT D
PLANS AND SPECIFICATIONS

The contractor agrees to submit detailed plans and specifications, upon request by the Project Manager in a pricing proposal or quote for projects arising during the contract term in accordance with the agreed-upon unit pricing structure below in response to ITB #25-097.ITB

ANNUAL PRICE AGREEMENT FOR ELECTRIC BORING PROJECTS

25-097

BID PRICING SHEET

08/26/25 @ 2:00 P.M.

BID UNITS	UNIT DESCRIPTION	UNIT PRICE (per ft/ea)	PER
DURTB1	Bore and pull in 1-1" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$31.35	per ft 100ft min charge
DURTB2	Bore and pull in 1-2" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$37.95	per ft 100ft min charge
DURTB4	Bore and pull in 1-4" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$44.55	per ft 100ft min charge
DURTB6	Bore and pull in 1-6" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$58.05	per ft 100ft min charge
DURTB1-2	Bore and pull in 2-1" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$35.65	per ft 100ft min charge
DURTB2-2	Bore and pull in 2-2" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$44.55	per ft 100ft min charge
DURTB4-2	Bore and pull in 2-4" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$71.05	per ft 100ft min charge
DURTB4-4	Bore and pull in 4-4" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$97.35	per ft 100ft min charge
DURTB6-2	Bore and pull in 2-6" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$108.75	per ft 100ft min charge
DURPH	URD POT HOLE	\$160.00	per location
DUM1-90LB-SL	1" long sweep 90	\$3.75	ea
DUM4-90LB	4" long sweep 90	\$7.50	ea
DUM2-90LB-SL	2" long sweep 90	\$5.50	ea
DUM6-90LB	6" long sweep 90	\$15.00	ea
DUMT36	TRENCH, MACHINE, 36" (per foot)	\$18.00	per ft
DUMT48	TRENCH, MACHINE, 48" (per foot)	\$22.00	per ft
DUMT60	TRENCH, MACHINE, 60" (per foot)	\$28.00	per ft
DURHT36	TRENCH, HAND DIG, 36" (per foot)	\$55.00	per ft
DURHT48	TRENCH, HAND DIG, 48" (per foot)	\$65.00	per ft
DURHT60	TRENCH, HAND DIG, 60" (per foot)	\$75.00	per ft

ANNUAL PRICE AGREEMENT FOR ELECTRIC BORING PROJECTS

25-097

BID PRICING SHEET

08/26/25 @ 2:00 P.M.

DUM-50-P-2	2" PVC conduit	\$1.31	per ft
DUM50-P-4	4" PVC conduit	\$2.36	per ft
DUM50-P-6	6" PVC conduit	\$4.50	per ft
DSL-SF-A	Street Light Foundation	\$488.62	ea
DUM5-1-1-SL	Street Light Riser	\$264.42	ea
Compaction	Road way compaction 98%	\$85.00	per ft
Hydro vac		\$550.00	per hour
DUM-SPL-D	Bore URD Splice Pit 2"	\$450.00	ea
DUM-SPL-D	Bore URD Splice Pit 4"	\$550.00	ea
DUM-SPL-D	Bore URD Splice Pit 6"	\$750.00	ea
Bore receiving pit		\$950.00	ea
Bore entrance Pit		\$950.00	ea
Core drill Asphalt	per hole, includes restoration	\$1,500.00	ea
Core drill concrete	per hole, includes restoration	\$1,500.00	ea
DUM5-1-1	RISER 1 inch SECONDARY	\$286.21	ea
DUM5-1-1-SL	RISER 1 inch STREETLIGHT SECONDARY	\$264.42	ea
DUM5-1-2-SL	RISER 2 inch STREETLIGHT SECONDARY	\$304.86	ea
DUM5-2-2	RISER 2 inch SECONDARY	\$636.42	ea
DUM5-2-2-SVC	RISER 2 inch SERVICE	\$572.42	ea
DUM5-2-4	RISER 4 inch SECONDARY	\$715.35	ea
DUM5-2-4-SVC	RISER 4 inch SERVICE	\$687.70	ea
DUM5-3	RISER 3 inch SECONDARY	\$665.15	ea
DUM5-3-SVC	RISER 3 inch SERVICE	\$583.00	ea
DUA1	RISER 2 inch 1/0 URD 1PH. PRIMARY	\$583.85	ea
DUA1-1	RISER 2 inch 1/0 URD 3PH. PRIMARY	\$1,677.96	ea
DUA1-4	RISER 4-2 inch 1/0 URD 3PH PRI RADIAL	\$1,850.00	ea
DUA1A	RISER 2 inch 1/0 URD 1PH. PRIMARY	\$1,406.49	ea

ANNUAL PRICE AGREEMENT FOR ELECTRIC BORING PROJECTS

25-097

BID PRICING SHEET

08/26/25 @ 2:00 P.M.

DUC1	RISER 4 inch 1/0 URD 3PH. PRIMARY	\$1,677.96	ea
DUC3-4-1000 AL	RISER 1000 JCN CABLE 3-4 inch	\$2,136.39	ea
DUC6-1000 AL	RISER 1000 JCN CABLE 6 inch	\$2,242.16	ea
DUM52-3-URD	NUMBERING UNDERGROUND	\$12.50	ea
DUM52-3-XFMR	NUMBERING UNDERGROUND for XFORMERS	\$24.00	ea
DU-#1/0-PRI	1/0 AL 15KV Primary Underground Wire	\$1.62	per ft
DU-#1/0-PRI-3PH	1/0 AL 15KV Primary Underground Wire 3PH	\$7.42	per ft
DU-#750-PRI	750 MCM CU 15KV PRIMARY Underground Wire (retire only)	\$5.99	per ft
DU-1000-AL-PRI	1000 MCM AL 15KV Primary Underground Wire	\$7.94	per ft
DU-1000-AL-PRI-3PH	1000 MCM AL 15KV Primary Underground Wire	\$14.62	per ft
DUM-K-LID	CONCRETE PULL BOX REGULAR LID	\$375.00	ea
DUM-K0	URD PULL BOX 36 X 60 X 48	\$580.00	ea
DUM-K1	URD PULL BOX 48 X 96 X 48	\$650.00	ea
DUM-K1A	URd PULL BOX 96 X 96 X 72	\$800.00	ea
DUM-K3	URD PULL BOX 96 X 96 X 84	\$875.00	ea
DUM-K4	URD PULL BOX 48 X 96 X 72 W/ CONCRETE SKIRT	\$8,300.00	ea
DUM-K5	BOTTOMLESS CONCRETE PULL BOX, 48\ X 96\ X 48\	\$1,875.00	ea
DUM-K6	CONCRETE PULL BOX, 48\ X 96\ X 48\	\$2,100.00	ea
DUM-KEX	48 X 96 X 24 BOX EXTENSION	\$245.00	ea
DUM-KEX-C	CONCRETE PULL BOX EXTENSION, 48\ X 96\ X 24\	\$850.00	ea

ANNUAL PRICE AGREEMENT FOR ELECTRIC BORING PROJECTS

25-097

BID PRICING SHEET

08/26/25 @ 2:00 P.M.

DUM-MH 12X12	URD OCTAGON 12X12 MANHOLE	\$12,000.00	ea
DUM-MH 5X7X5	URD MANHOLE 5'X7'X5'	\$8,500.00	ea
DUM-MH 5X7X7	URD MANHOLE 5'X7'X7'	\$9,200.00	ea
DUM-MH 8X6X10	URD MANHOLE 8 ft. X 6 ft. X 10 ft.	\$10,800.00	ea
DUM-PB-2	URD PULL BOX, 11X18X18	\$45.27	ea
DUM-SW-LID	CONCRETE PULL BOX SWITCHGEAR LID	\$2,400.00	ea
DUM-TR-LID	CONCRETE PULL BOX TRAFFIC RATED LID	\$2,800.00	ea
DUM1-5C	TRANSFORMER PAD - SINGLE PHASE	\$471.07	ea
DUM1-5D	TRANSFORMER PAD, POLYMER	\$127.50	ea
DUM1-5E	TRANSFORMER PAD FIBERGLASS BASEMENT	\$175.00	ea
DUM1-6A	TRANSFORMER PAD 1 PH. 52 X 60	\$280.00	ea
DUMB-1	CONDUIT MARKER BALL	\$7.50	ea
DUM6-4-1	Fault indicators install	\$15.00	ea
DUM6-1	terminate 1/0 elbow	\$105.00	ea
DUM6-3D	terminate 1000MCM T body	\$297.85	ea
DUM6-28	splice 1/0 cable	\$174.37	ea
DUM6-28C	splice 1000mcm	\$241.96	ea
DUJ2-7-PI500	install pedestal Bars 500	\$12.75	ea
DUJ2-7-PI350	install pedestal bars 350	\$12.75	ea
DUM8-3	Secondary termination 1/0- 4/0	\$14.50	ea
DUM8-4	Secondary termination 350-500	\$24.72	ea
	Set Switch Gear on pad	\$506.25	ea
	Set single phase transformer on pad 25- 250kva	\$378.95	ea

ANNUAL PRICE AGREEMENT FOR ELECTRIC BORING PROJECTS**25-097****BID PRICING SHEET****08/26/25 @ 2:00 P.M.**

	Set 3 phase transformer on pad 300-1500 kva	\$3,375.00	ea
DUM1-6c	3 phase poured concrete pad	\$3,400.00	ea
DU350-TRI-SEC	install 350 al triplex	\$2.59	ft
DU500-TRI-SEC	install 500 al triplex	\$2.59	ft
DU-#500-quad	install 500 al quad	\$3.05	ft
DU-#750-quad	install 750 al quad	\$3.65	ft
Total Unit Pricing		\$97,421.96	

ANNUAL PRICE AGREEMENT FOR ELECTRIC BORING PROJECTS

25-097

BID PRICING SHEET

08/26/25 @ 2:00 P.M.

MISCELLANEOUS

		Note:	LABOR UNIT PRICE	
TRAFFIC CONTROL	TRAFFIC CONTROL AS REQUIRED BY COCS	Cost plus for hired traffic control beyond normal signs and cones		
MOBILIZATION	MOBILIZATION TO INCLUDE COST TO MOBILIZE EQUIPMENT, MATERIAL AND LABOR FOR THE CONSTRUCTION.	1.00	\$ 3,500.00	per mob for bore not already on system boring
MOBILIZATION	MOBILIZATION TO INCLUDE COST TO MOBILIZE EQUIPMENT, MATERIAL AND LABOR FOR THE CONSTRUCTION.	1.00	\$ 1,500.00	per mob for ug crew not already on system working
RIGHT-OF-WAY RESTORATION	RIGHT OF WAY RESTORATION SHALL INCLUDE REMOVAL OF ALL DEBRIS, SPOILS AND MATERIALS IN THE AREA WHERE THE CONTRACTOR HAS DISTURBED DURING CONSTRUCTION. CONTRACTOR SHALL LEVEL AND SMOOTH THE AREA AND 2" OF TOP SOIL OVER THE CONSTRUCTION AREA. AFTER TOP SOIL IS APPLIED HYDRO-MULCH SEEDING IS TO BE APPLIED.	Labor for restoration is paid on Hourly for Labor and cost plus for sod	\$ 75.00	per man per hour

Sterling Global Industries, LLC

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

Name of Company: Sterling Global Industries LLC

Company Years in Business: since 2002

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

Project	Municipality	\$ Amount	Type	Date
24-056	CSU	397,798.44	Bores	2024
25-040	CSU	373,405.88	CIP	2025
FY25	BTU	4,652,826.36	CIP	2025

Superintendent & Project Manager Information

Include Superintendent proposed for the project, years of experience as superintendent,
project manager proposed for the project, and years experience as project manager

Superintendent	Years Experience	Projects

Project Manager	Years Experience	Projects
Michael Stricker	36+	CSU,BTU,Oncor,Georgetown

References: Name two transmission/distribution substation projects for a utility within the last five years and three projects of similar work, giving owner's name, representative's name, project engineer's name, and telephone numbers for each

1.	BTU	Matt Goodson 979-383-9962
		FY 25 CIP's RFB 038-11-24
2.	CSU	Billy Fulbright 979-255-6107
		FY 25 CIP's 25-040
3.	CSU	Billy Fulbright 979-255-6107
		24-056 Bores
4.	Oncor (Civil)	Danny Rager (FCC Sup.)469-261-6350
		Floyd Casey Village (Waco) Civil
		The Ranch at Latitude 31 (Belton) Civil
		Warriors Legacy (Nolanville) Civil
5.	Spectrum Cable	Tommy Davis 254-644-9939
		Floyd Casey Village (Waco) Civil
		The Ranch at Latitude 31 (Belton) Civil
		Warriors Legacy (Nolanville) Civil

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:  Title: CEO

Typed Name: Harrison Westmoreland Company Name: Sterling Global Industries LLC

Phone No.: 817-584-4471 Fax No.: n/a

Email: hwestmoreland@sterlinggloballlc.com

Bid Address:	<u>3220 FM 2086</u>	<u>Temple</u>	<u>Tx</u>	<u>76501</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Order Address:	<u>3220 FM 2086</u>	<u>Temple</u>	<u>Tx</u>	<u>76501</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Remit Address:	<u>901 Tradewinds Blvd Suite A</u>	<u>Midland</u>	<u>Tx</u>	<u>79706</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Federal Tax ID No.: 81-3714751

DUNS No.: n/a

Date: 8/26/2025

END OF BID NO. 25-097

NO NOT MODIFY THIS FORM

Bid Bond

Surety Department

KNOW ALL MEN BY THESE PRESENTS,

That we, Sterling Global Industries, LLC, as Principal, hereinafter called the Principal, and the Developers Surety and Indemnity Company, a Corporation created and existing under the laws of the State of California, whose principal office is in Cleveland, OH, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of College Station, Texas, as Obligee, hereinafter called the Obligee, in the sum of **Five (5%) Percent of the bidders maximum amount bid** Dollars (\$ -----), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

Annual Price Agreement for Electric Underground Distribution Projects
Bid No.: 25-097

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

Signed and sealed this 26th day of August, A.D. 2025.

Witness:

By: Kyle Goracke KYLE GORACKE By: Harrison Westmoreland HARRISON WESTMORELAND (SEAL)

Sterling Global Industries, LLC
(Principal)

Witness:

By: Amy Erb Amy Erb, Witness By: Steven Tucker Steven Tucker, Attorney-in-Fact

Developers Surety and Indemnity Company



**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Tracy Tucker, Steven Tucker, Douglass A. Reed, Kevin J. Dunn, Bennett Brown and Roberta H. Erb, of Ft. Worth, TX

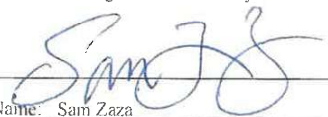
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective September 18, 2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: 
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

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.

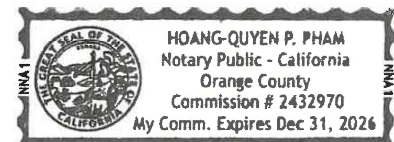
STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this 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.

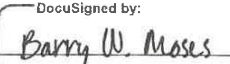
Signature 



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By:  Barry W. Moses, Assistant Secretary
DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

POA No. N/A

Ed 0323

Signed and sealed this 26th day of August, 2025

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Sterling Global Industries, LLC
Midland, TX United States

Certificate Number:
2025-1358399

Date Filed:
09/03/2025

Date Acknowledged:

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

City of College Station

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

C#25300733
Annual price agreement for electric underground distribution projects

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Westmoreland, Harrison	Fort Worth, TX United States	X	
	Goracke, Kyle	Godley, TX United States	X	
	Rader, Todd	Austin, TX United States	X	
	Beach, Gentry	Tyler, TX United States	X	
	Vollero, Robert	New York, NY United States	X	
	Gilmour, Jess	Midland, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Harrison Westmoreland, and my date of birth is 02/04/1988.

My address is 3408 Bellaire Park Ct, Fort Worth, TX, 76109, USA.
(city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 3rd day of September, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT E
CONSTRUCTION SCHEDULE

To be provided with proposal or quote as part of the plans and specifications for each requested project.



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300732 PROJECT #: _____ BID/RFP/RFQ#: 25-097

Project Name / Contract Description: Annual Price Agreement for Electric UG Dist. Projects
Electric Underground Miscellaneous Distribution Projects

Name of Contractor: H&B Construction, LTD

CONTRACT TOTAL VALUE: \$ 200,000.00 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☒ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☒ No ☐ N/A

Davis Bacon Wages Used ☐ 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)

Four Responses Received: H&B Construction \$69,260.30 Sterling Global Industries, LLC \$97,421.96 Bayer Electric \$112,055.89

Ardent Service, LLC \$113,569.48

Department Recommends two contracts: H&B Construction, Inc. \$69,260.30 Sterling Global Industries, LLC \$97,421.00

FY26 Capital Funds are budgeted. Various projects will be charged based on specific jobs.

(If required)*

CRC Approval Date*: N/A **Council Approval Date*:** 10/09/2025 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

William Glenn Garrit
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

9/15/2025
DATE

[Signature]
ASST CITY MGR – CFO

9/15/2025
DATE

John A. Haislet
LEGAL DEPARTMENT

9/15/2025
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 H&B Construction, LTD (the "Contractor") for the construction and/or installation of the following:
Annual Price Agreement for Electric Underground Distribution Project (ITB# 25-097).

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-Hundred Thousand Dollars and 00 /**100 Dollars (\$200,000.00)**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTRACT DOCUMENTS

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

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

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

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

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

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

3. AWARD OF CONTRACT

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

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

4. CITY'S REPRESENTATIVE

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

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

6. DISORDERLY EMPLOYEES

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

7. HOURS OF WORK

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

8. NATURE OF THE WORK

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

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

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

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

9. POST-AGREEMENT AWARD MEETINGS

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

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

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

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

10. PROGRESS OF WORK

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

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

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

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

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

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

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

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

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

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

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

11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

12. MATERIALS

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

Contract No. 25300732

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

14. REJECTED WORK

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

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

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

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

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

15. SUBCONTRACTING & SUBCONTRACTORS

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

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

16. PAYMENT

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

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

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

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



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

OR:



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

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

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

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

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

16.09 Unless otherwise provided in the Contract Documents:

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

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

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

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

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

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

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

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

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

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

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

17. EXTRA WORK CHARGES

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

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



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

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

OR:



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

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

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

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

Method A – By agreed unit prices, or

Method B – By agreed lump sum, or

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

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

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

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

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

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

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

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

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

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

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

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

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

18.03 The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative.

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

18.05 Contract Term, Renewal, and Extension. The original term of this Contract shall be for one (1) year from the effective date of this contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices bid under the original contract may, by mutual agreement, be increased by no more than ten percent (10%) of the original contract price. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

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

19. SUBSTANTIAL COMPLETION

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

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

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

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

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

22. EXTENSIONS OF TIME

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

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

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

23. LIQUIDATED DAMAGES

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

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

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

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

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

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

27. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

27.07 Additional Insured.

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

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

27.08 Builder's Risk

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

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

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

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

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

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

"A. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

project; and

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

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

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

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

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

28. BOND PROVISIONS

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

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

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

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

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

29. SURETY

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

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

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

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

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

30. COMPLIANCE WITH LAW

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

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

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

31. SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

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

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

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

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

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

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

34. RELEASE

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

35. PERMITS AND LICENSES

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

36. ROYALTIES AND LICENSING FEES

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

37. BREACH OF CONTRACT & DAMAGES

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

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

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

38. TERMINATION FOR CAUSE

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

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

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

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

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

42. TERMINATION CONVERSION

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

43. HIRING

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

44. ASSIGNMENT

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

45. EFFECTIVE DATE

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

46. OTHER TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

List of Exhibits

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

H&B Construction, LTD

By: B Pistler

Printed Name: B Pistler

Title: Owner

Date: 9/15/2025

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

John A. Haislet

City Attorney

Date: 9/15/2025

Jim (Austin)

Assistant City Manager/CFO

Date: 9/15/2025

Contract No. 25300732

Electric Construction Services Agreement Over \$50,000

Form 08-30-2021

EXHIBIT A
DAVIS BACON WAGE RATES

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.

"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

C#25300732 Page 44 of 70

<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	**

C#25300732 Page 45 of 70

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"

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. RFB7488331

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, H & B Construction, Ltd., as Principal, hereinafter called "Contractor" and the other subscriber hereto Old Republic Surety Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Two-Hundred Thousand and 00 /100 Dollars (\$ 200,000.00) 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 Annual Price Agreement for Electric Underground Distribution Projects (ITB# 25-097).

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. 25300732
Construction Agreement Over \$50,000
Form 12-15-2022

C#25300732 Page 51 of 70

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. RFB7488331

FOR THE CONTRACTOR:

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

WITNESS: (if not a corporation)

By: Stacey Male

Name: Stacey Male

Title: Witness

Date: 9-11-2025

H & B Construction, Ltd.
(Name of Contractor)

By: B.P.

Name: Bobby Pistler

Title: Owner

Date: 9-11-2025

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: Kristi Zientek

Name: Kristi Zientek

Title: Witness

Date: 9/11/25

Old Republic Surety Company

(Full Name of Surety)

2201 E Lamar Blvd., Unit 240

Arlington, TX 76006

(Address of Surety for Notice)

By: Alexandria Petroski

Name: Alexandria Petroski

Title: Attorney-In-Fact

Date: 9/11/25

FOR THE CITY:

REVIEWED:

John A. Haislet 9/15/2025
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. RFB7488331

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, H & B Construction, Ltd., as Principal, hereinafter called "Principal" and the other subscriber hereto Old Republic Surety Company, a corporation organized and existing under the laws of the State of Texas, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Two-Hundred Thousand Dollars and 00 /100 Dollars (\$200,000.00) 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 9th day of October, 20 25, for Annual Price Agreement for Electric Underground Distribution Projects (ITB# 25-097),

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. RFB7488331

FOR THE CONTRACTOR:

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

WITNESS: (if not a corporation)

H & B Construction, Ltd.
(Name of Contractor)

By: Stacey Male

Name: Stacey Male

Title: Witness

Date: 9/11/25

By: B. Pistler

Name: Bobby Pistler

Title: Owner

Date: 9-11-2025

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

Old Republic Surety Company

(Full Name of Surety)

By: Kristi Zientek

Name: Kristi Zientek

Title: Witness

Date: 9/11/25

2201 E Lamar Blvd., Unit 240

Arlington, TX 76006

(Address of Surety for Notice)

By: Alexandria Petroski

Name: Alexandria Petroski

Title: Attorney-In-Fact

Date: 9/11/25

FOR THE CITY:

REVIEWED:

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

John A. Haislet 9/15/2025
City Attorney

City Manager

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



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Connie Grocholski, Kristen Benfer, Alexandria Petroski, Sally White, Harper Langston
of BRYAN, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21st day of November, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Paylic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21st day of November, 2024, personally came before me, Alan Paylic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-4052



Signed and sealed at the City of Brookfield, WI this 11th day of September, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22282 (3-06)

ANCO INSURANCE SERVICES OF BRYAN/COLLEGE STATION, INC.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

**2201 E Lamar Blvd. Unit 260,
Arlington, TX 76006**

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 or Old Republic Surety Company and/or Old Republic Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

1-(800) 527-9834

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

**2201 E Lamar Blvd. Unit 260,
Arlington, TX 76006**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company 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 C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



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).

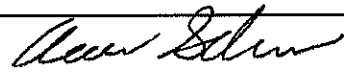
PRODUCER	CONTACT NAME: AARON SCHURR
SCHURR INSURANCE AGENCY INC	PHONE (A/C, No, Ext): (936)588-6733 FAX (A/C, No): (936)588-6725
14729 Hwy 105 W #100	E-MAIL: aschurr@farmersagent.com
Montgomery, TX 77356	ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: NAVIGATORS SPECIALTY INSURANCE COMPANY NAIC # 36056
	INSURER B: EVANSTON INSURANCE CO 35378
	INSURER C: TEXAS MUTUAL INSURANCE CO 22945
	INSURER D: CRUM & FORSTER 44520
	INSURER E:
	INSURER F:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			HO25CGLZ0LN8JIC	5/22/2025	5/22/2026	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						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
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC							\$
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐ SCHEDULED AUTOS							\$
	☐ NON-OWNED AUTOS ONLY							\$
B	☐ UMBRELLA LIAB			MKLV4EUE101257	6/1/2025	5/22/2026	EACH OCCURRENCE	\$ 3,000,000
	☒ EXCESS LIAB						AGGREGATE	\$ 3,000,000
	☐ CLAIMS-MADE	X	X					\$
	DED							
	RETENTION \$							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001116930	5/21/2025	5/21/2026	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000.00
		☒ N	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below		Y				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000.00
D	EXCESS LIAB X EXCESS LIAB	Y	Y	SEO140110	6/1/2025	5/22/2026	EACH OCCURRENCE	3,000,000
							AGGREGATE	3,000,000

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

CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT. AND IS ON PRIMARY AND NON CONTRIBUTORY BASIS. EXCESS LIABILITY COVERS THE AUTOMOBILE POLICY EVEN THOUGH IT IS WITH A DIFFERENT AGENT

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 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2025

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  Danny Cortez State Farm 32811 FM 2978 Magnolia, TX 77354	CONTACT NAME: Danny Cortez PHONE (A/C, No, Ext): 281-259-6100 E-MAIL ADDRESS: danny@dannycortez.com	FAX (A/C, No): 281-259-0044
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: ☐ INSURER C: ☐ INSURER D: ☐ INSURER E: ☐ INSURER F: ☐	
INSURED H & B Construction PO BOX 116 BEDIAS TX 77831-0116		NAIC # 25178

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	ADD INSD	SUB 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 \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	500 7768-D19-53 501 1550-D24-53 536 2857-D17-53	04/19/2025 04/24/2025 04/17/2025	10/19/2025 10/24/2025 10/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1 million BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				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 is additional insured with waiver of subrogation when required by written contract. And is on primary and non contributory basis.

CERTIFICATE HOLDER**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

City of College Station
ATTN: Risk Manager
PO BOX 9960
College Station, TX 77842

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ACORD 25 (2016/03)

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1001486 132849.14 04-13-2022

EXHIBIT D
PLANS AND SPECIFICATIONS

The contractor agrees to submit detailed plans and specifications upon request by the Project Manager in a pricing proposal or quote for projects arising during the contract term in accordance with the agreed-upon unit pricing structure below in response to ITB #25-097.ITB# 25-097.

ANNUAL PRICE AGREEMENT FOR ELECTRIC BORING PROJECTS

25-097

BID PRICING SHEET

08/26/25 @ 2:00 P.M.

BID UNITS	UNIT DESCRIPTION	UNIT PRICE (per ft/ea)	PER
DURTB1	Bore and pull in 1-1" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$15.00	per ft
DURTB2	Bore and pull in 1-2" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$18.00	per ft
DURTB4	Bore and pull in 1-4" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$22.00	per ft
DURTB6	Bore and pull in 1-6" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$24.00	per ft
DURTB1-2	Bore and pull in 2-1" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$18.00	per ft
DURTB2-2	Bore and pull in 2-2" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$24.00	per ft
DURTB4-2	Bore and pull in 2-4" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$30.00	per ft
DURTB4-4	Bore and pull in 4-4" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$45.00	per ft
DURTB6-2	Bore and pull in 2-6" poly conduit per foot. Flat-strip pull rope to be installed in place.	\$35.00	per ft
DURPH	URD POT HOLE	\$500.00	per location
DUM1-90LB-SL	1" long sweep 90	\$14.00	ea
DUM4-90LB	4" long sweep 90	\$14.00	ea
DUM2-90LB-SL	2" long sweep 90	\$14.00	ea
DUM6-90LB	6" long sweep 90	\$14.00	ea
DUMT36	TRENCH, MACHINE, 36" (per foot)	\$9.00	per ft
DUMT48	TRENCH, MACHINE, 48" (per foot)	\$12.50	per ft
DUMT60	TRENCH, MACHINE, 60" (per foot)	\$16.00	per ft

ANNUAL PRICE AGREEMENT FOR ELECTRIC BORING PROJECTS

25-097

BID PRICING SHEET

08/26/25 @ 2:00 P.M.

DURHT36	TRENCH, HAND DIG, 36" (per foot)	\$29.00	per ft
DURHT48	TRENCH, HAND DIG, 48" (per foot)	\$32.00	per ft
DURHT60	TRENCH, HAND DIG, 60" (per foot)	\$35.00	per ft
DUM-50-P-2	2" PVC conduit	\$2.50	per ft
DUM50-P-4	4" PVC conduit	\$3.00	per ft
DUM50-P-6	6" PVC conduit	\$3.50	per ft
DSL-SF-A	Street Light Foundation	\$1,000.00	ea
DUM5-1-1-SL	Street Light Riser	\$575.00	ea
Compaction	Road way compaction 98%	\$2.85	per ft
Hydro vac			per hour
DUM-SPL-D	Bore URD Splice Pit 2"	\$250.00	ea
DUM-SPL-D	Bore URD Splice Pit 4"	\$250.00	ea
DUM-SPL-D	Bore URD Splice Pit 6"	\$250.00	ea
Bore receiving pit			ea
Bore entrance Pit			ea
Core drill Asphalt	per hole, includes restoration	\$1,500.00	ea
Core drill concrete	per hole, includes restoration	\$1,500.00	ea
DUM5-1-1	RISER 1 inch SECONDARY	\$850.00	ea
DUM5-1-1-SL	RISER 1 inch STREETLIGHT SECONDARY	\$850.00	ea
DUM5-1-2-SL	RISER 2 inch STREETLIGHT SECONDARY	\$935.00	ea
DUM5-2-2	RISER 2 inch SECONDARY	\$935.00	ea
DUM5-2-2-SVC	RISER 2 inch SERVICE	\$935.00	ea
DUM5-2-4	RISER 4 inch SECONDARY	\$1,125.00	ea
DUM5-2-4-SVC	RISER 4 inch SERVICE	\$1,125.00	ea
DUM5-3	RISER 3 inch SECONDARY	\$1,100.00	ea
DUM5-3-SVC	RISER 3 inch SERVICE	\$1,100.00	ea
DUA1	RISER 2 inch 1/0 URD 1PH. PRIMARY	\$1,295.00	ea

ANNUAL PRICE AGREEMENT FOR ELECTRIC BORING PROJECTS

25-097

BID PRICING SHEET

08/26/25 @ 2:00 P.M.

DUA1-1	RISER 2 inch 1/0 URD 3PH. PRIMARY	\$1,295.00	ea
DUA1-4	RISER 4-2 inch 1/0 URD 3PH PRI RADIAL	\$1,400.00	ea
DUA1A	RISER 2 inch 1/0 URD 1PH. PRIMARY	\$1,295.00	ea
DUC1	RISER 4 inch 1/0 URD 3PH. PRIMARY	\$1,400.00	ea
DUC3-4-1000 AL	RISER 1000 JCN CABLE 3-4 inch	\$3,200.00	ea
DUC6-1000 AL	RISER 1000 JCN CABLE 6 inch	\$3,200.00	ea
DUM52-3-URD	NUMBERING UNDERGROUND	\$100.00	ea
DUM52-3-XFMR	NUMBERING UNDERGROUND for XFORMERS	\$100.00	ea
DU-#1/0-PRI	1/0 AL 15KV Primary Underground Wire	\$2.50	per ft
DU-#1/0-PRI-3PH	1/0 AL 15KV Primary Underground Wire 3PH	\$2.85	per ft
DU-#750-PRI	750 MCM CU 15KV PRIMARY Underground Wire (retire only)	\$3.10	per ft
DU-1000-AL-PRI	1000 MCM AL 15KV Primary Underground Wire	\$3.50	per ft
DU-1000-AL-PRI-3PH	1000 MCM AL 15KV Primary Underground Wire	\$3.50	per ft
DUM-K-LID	CONCRETE PULL BOX REGULAR LID	\$800.00	ea
DUM-K0	URD PULL BOX 36 X 60 X 48	\$1,015.00	ea
DUM-K1	URD PULL BOX 48 X 96 X 48	\$1,285.00	ea
DUM-K1A	URd PULL BOX 96 X 96 X 72	\$2,110.00	ea
DUM-K3	URD PULL BOX 96 X 96 X 84	\$2,460.00	ea

ANNUAL PRICE AGREEMENT FOR ELECTRIC BORING PROJECTS

25-097

BID PRICING SHEET

08/26/25 @ 2:00 P.M.

DUM-K4	URD PULL BOX 48 X 96 X 72 W/ CONCRETE SKIRT	\$2,360.00	ea
DUM-K5	BOTTOMLESS CONCRETE PULL BOX, 48\ X 96\" X 48\""	\$1,200.00	ea
DUM-K6	CONCRETE PULL BOX, 48\ X 96\" X 48\""	\$900.00	ea
DUM-KEX	48 X 96 X 24 BOX EXTENSION	\$1,200.00	ea
DUM-KEX-C	CONCRETE PULL BOX EXTENSION, 48\ X 96\" X 24\""	\$1,500.00	ea
DUM-MH 12X12	URD OCTAGON 12X12 MANHOLE	\$2,000.00	ea
DUM-MH 5X7X5	URD MANHOLE 5'X7'X5'	\$2,340.00	ea
DUM-MH 5X7X7	URD MANHOLE 5'X7'X7'	\$2,385.00	ea
DUM-MH 8X6X10	URD MANHOLE 8 ft. X 6 ft. X 10 ft.	\$2,300.00	ea
DUM-PB-2	URD PULL BOX, 11X18X18	\$2,300.00	ea
DUM-SW-LID	CONCRETE PULL BOX SWITCHGEAR LID	\$1,800.00	ea
DUM-TR-LID	CONCRETE PULL BOX TRAFFIC RATED LID	\$2,000.00	ea
DUM1-5C	TRANSFORMER PAD - SINGLE PHASE	\$125.00	ea
DUM1-5D	TRANSFORMER PAD, POLYMER	\$125.00	ea
DUM1-5E	TRANSFORMER PAD FIBERGLASS BASEMENT	\$3,000.00	ea
DUM1-6A	TRANSFORMER PAD 1 PH. 52 X 60	\$125.00	ea
DUMB-1	CONDUIT MARKER BALL	\$45.00	ea
DUM6-4-1	Fault indicators install	\$40.00	ea

ANNUAL PRICE AGREEMENT FOR ELECTRIC BORING PROJECTS

25-097

BID PRICING SHEET

08/26/25 @ 2:00 P.M.

DUM6-1	terminate 1/0 elbow	\$130.00	ea
DUM6-3D	terminate 1000MCM T body	\$380.00	ea
DUM6-28	splice 1/0 cable	\$300.00	ea
DUM6-28C	splice 1000mcm	\$600.00	ea
DUJ2-7-PI500	install pedestal Bars 500	\$125.00	ea
DUJ2-7-PI350	install pedestall bars 350	\$125.00	ea
DUM8-3	Secondary termination 1/0- 4/0	\$250.00	ea
DUM8-4	Secondary termination 350-500	\$250.00	ea
	Set Switch Gear on pad	\$1,900.00	ea
	Set single phase transformer on pad 25-250kva	\$500.00	ea
	Set 3 phase transformer on pad 300-1500 kva	\$750.00	ea
DUM1-6c	3 phase poured concrete pad	\$2,000.00	ea
DU350-TRI-SEC	install 350 al triplex	\$4.50	ft
DU500-TRI-SEC	install 500 al triplex	\$5.50	ft
DU-#500-quad	install 500 al quad	\$6.00	ft
DU-#750-quad	install 750 al quad	\$6.50	ft
Total Unit Pricing		\$69,260.30	

ANNUAL PRICE AGREEMENT FOR ELECTRIC BORING PROJECTS**25-097****BID PRICING SHEET****08/26/25 @ 2:00 P.M.****MISCELLANEOUS**

		Note:	LABOR UNIT PRICE	
TRAFFIC CONTROL	TRAFFIC CONTROL AS REQUIRED BY COCS	Cost plus for hired traffic control beyond normal signs and cones	\$15,000.00	
MOBILIZATION	MOBILIZATION TO INCLUDE COST TO MOBILIZE EQUIPMENT, MATERIAL AND LABOR FOR THE CONSTRUCTION.	1.00	\$500	
RIGHT-OF-WAY RESTORATION	RIGHT OF WAY RESTORATION SHALL INCLUDE REMOVAL OF ALL DEBRIS, SPOILS AND MATERIALS IN THE AREA WHERE THE CONTRACTOR HAS DISTURBED DURING CONSTRUCTION. CONTRACTOR SHALL LEVEL AND SMOOTH THE AREA AND 2" OF TOP SOIL OVER THE CONSTRUCTION AREA. AFTER TOP SOIL IS APPLIED HYDRO-MULCH SEEDING IS TO BE APPLIED.	Labor for restoration is paid on Hourly for Labor and cost plus for sod	\$350.00/hr	

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

Name of Company: H&B Construction, LTD

Company Years in Business: 4 Years

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

Project	Municipality	\$ Amount	Type	Date
Chambers Creek 10	CenterPoint Entergy	\$157,115.55	Boring/UG Utilities	5/12/2025
Highlands Section 17	CenterPoint Entergy	\$305,189.87	Boring/UG Utilities	6/3/2025
Chambers Creek 5	CenterPoint Entergy	\$141,450.00	Boring/UG Utilities	1/29/2024
Highlands Section 14	CenterPoint Entergy	\$191,769.00	Boring/UG Utilities	12/19/2023
Highlands Section 11B	CenterPoint Entergy	\$153,336.41	Boring/UG Utilities	4/20/2025
Highlands Section 10	CenterPoint Entergy	\$187,561.00	Boring/UG Utilities	4/1/2023

Superintendent & Project Manager Information

Include Superintendent proposed for the project, years of experience as superintendent,
project manager proposed for the project, and years experience as project manager

Superintendent	Years Experience	Projects
Bobby Pistler	30 Years	All Projects
Lonnie Pistler	20 Years	All Projects

Project Manager	Years Experience	Projects
Manuel Gaitan	15 Years	All Projects
Joshua Kolbachinski	15 Years	All Projects
Alexis Banegas	5 Years	All Projects
Saul Arguetta	5 Years	All Projects

References: Name two transmission/distribution substation projects for a utility within the last five years and three projects of similar work, giving owner's name, representative's name, project engineer's name, and telephone numbers for each

1. Chambers Creek Section 10

Caldwell Companies

Keaton Thorin

(817) 723-0314

2. Chambers Creek Section 10

CenterPoint Entergy

Eric Martinez

(832) 267-7139

3. Highlands Section 11B

Caldwell Companies

Drew Stewart

(817) 727-0317

4. Chambers Creek Section 10

Arrive Internet

Jacob Gardner

(979) 676-7610

5.

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: B P Title: Owner

Typed Name: Bobby Pistler Company Name: H&B Construction, LTD

Phone No.: (936) 870-5219 Fax No.: _____

Email: handbutilityconstruction@gmail.com

Bid Address:	<u>PO Box 116</u>	<u>Bedias</u>	<u>TX</u>	<u>77831</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Order Address:	<u>PO Box 116</u>	<u>Bedias</u>	<u>TX</u>	<u>77831</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Remit Address:	<u>PO Box 116</u>	<u>Bedias</u>	<u>TX</u>	<u>77831</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Federal Tax ID No.: 20-0922967

DUNS No.: 119200691

Date: 8/25/2025

END OF BID NO. 25-097

NO NOT MODIFY THIS FORM



Conforms with The American Institute of Architects,
A.I.A. Document A310 (2010 Edition)

Bid Bond

CONTRACTOR:

(Name, legal status and address)

H & B Construction, Ltd.
PO Box 116
Bedias, TX 77356

SURETY:

(Name, legal status and principal place
of business)

Old Republic Surety Company
2201 E Lamar Blvd, Unit 240
Arlington, TX 76006

OWNER:

(Name, legal status and address)

City of College Station
PO Box 9960, College Station, TX 77842

BOND AMOUNT:

Five Percent of Greatest Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Annual Price Agreement for Electric Underground Distribution Projects

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

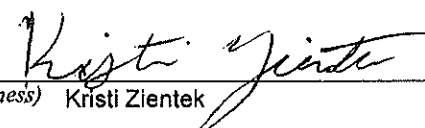
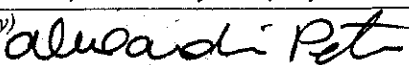
Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

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 construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of August, 2025

		H & B Construction, Ltd.	
		(Contractor as Principal)	(Seal)
(Witness)			
		(Title)	
		Old Republic Surety Company	
		(Surety)	
			(Seal)
		(Title)	
		Alexandria Petroski, Attorney-In-Fact	



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
Connie Grocholski, Kristen Benfer, Alexandria Petroski, Sally White, Harper Langston
 of BRYAN, TX

its true and lawful Attorney(s)-In-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-In-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21st day of November, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
 Assistant Secretary



Alan Pavlic
 President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21st day of November, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
 Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-4052



Signed and sealed at the City of Brookfield, WI this 22nd day of August, 2025.

Karen J. Haffner
 Assistant Secretary

ORSC 22262 (3-06)

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

**2201 E Lamar Blvd. Unit 260,
Arlington, TX 76006**

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 or Old Republic Surety Company and/or Old Republic Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

1-(800) 527-9834

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

**2201 E Lamar Blvd. Unit 260,
Arlington, TX 76006**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

H&B Construction, Inc.
Bedias, TX United States

Certificate Number:
2025-1359256

Date Filed:
09/05/2025

Date Acknowledged:

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

College Station Utilities

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

25300732
Electrical Work for the City of College Station

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	H&B Construction LTD	Bedias, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Bobby Pistler, and my date of birth is 10/14/57.

My address is PO Box 114, Bedias, TX, 77831, Grimes
(city) (state) (zip code) (country)

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

Executed in Grimes County, State of Texas, on the 11th day of Sept, 2025.
(month) (year)

B P
Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT E
CONSTRUCTION SCHEDULE

To be provided with proposal or quote as part of the plans and specifications for each requested project.

October 9, 2025

Item No. 7.4.

Ordinance Amendments to Adopt the 2024 Global Internal Auditing Standards

Sponsor: Ty Elliott, City Auditor

Reviewed By CBC: Audit Committee

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Section 2-95 of the Code of Ordinances regarding the Audit Committee.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends approval of the ordinance amendment revising Section 2-95, Creation of an Audit Committee.

Summary: The City's Audit Committee is established by ordinance to oversee the City's audit function. The current ordinance (Ord. No. 2019-4083) requires internal audits to be performed in accordance with recognized government auditing standards, commonly referred to as Yellowbook.

At its June 2, 2025, meeting, the Audit Committee voted unanimously to transition the City's internal audit standards from Yellowbook to the Institute of Internal Auditors' Global Internal Audit Standards ("Redbook"). To implement this change, the proposed ordinance amends Section 2-95 of the Code of Ordinances to adopt the Redbook standards and update related provisions, including new definitions, Audit Committee responsibilities, and quality assurance requirements.

The proposed change is not due to any deficiencies under Yellowbook; the Internal Audit Office has consistently received the highest ratings on peer reviews, including the most recent review this fiscal year. The shift to Redbook is a proactive step to align the City with internationally recognized internal audit standards, enhance the Audit Committee's governance role, and emphasize risk-based, value-added auditing while maintaining independence and rigor.

Prior to consideration by the Audit Committee at its September 8, 2025, meeting, the draft ordinance was reviewed by the City Manager's Office, Fiscal Services Department, and City Attorney's Office.

Budget & Financial Summary: None.

Attachments:

1. Sec. 2-95 Audit Committee Ordinance Amendment
2. Redline 2-95 Audit Committee Ordinance
3. 2019-4083 - Ordinance - 3.28.19

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, “ADMINISTRATION,” ARTICLE V, “FINANCE,” DIVISION ONE “GENERALLY,” SECTION 2-95, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO THE AUDIT COMMITTEE; 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 2, “Administration,” Article V, “Finance,” Division One “Generally,” Section 2-95 of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 2, “Administration,” Article V, “Finance,” Division One “Generally,” Section 2-95 of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

Sec. 2-95. - Creation of an Audit Committee.

A standing committee to be known as the Audit Committee is hereby created.

- (1) **Purpose.** To ensure independence of the audit function, an Audit Committee is hereby established for the purpose of assisting the City Council in fulfilling their governance and oversight responsibility.
- (2) **Definitions.** For the purposes of this section, the following terms shall have the meanings ascribed to them below:
 - a. **City Internal Auditor** means the officer appointed by the City Council responsible for carrying out the internal audit function. The City Internal Auditor is the Chief Audit Executive (CAE) for the City of College Station.
 - b. **Internal Audit Function** means the independent audit activity, whether performed by City staff or contracted professionals, that provides assurance and advisory services to evaluate and improve the effectiveness of governance, risk management, and internal control processes.
 - c. **Audit Charter** means a formal document that defines the internal audit function’s purpose, authority, and responsibility.
 - d. **Audit Plan** means a risk-based plan developed annually by the City Internal Auditor and approved by the Audit Committee that outlines the audits and related activities to be performed.
 - e. **Global Internal Audit Standards** means the mandatory elements of the Institute of Internal Auditors’ (IIA) International Professional Practices Framework, as adopted and revised by the IIA, which guide the practice of internal auditing.
 - f. **Topical Requirements** means the mandatory components of the IIA’s Global Internal Audit Standards which provide detailed, subject-specific guidance for internal auditors and must be followed only when the topic is relevant to the audit engagement.
 - g. **External Audit** means an audit conducted by independent certified public accountants or qualified professionals who are not employed by the City.
 - h. **Annual Comprehensive Financial Report (ACFR)** means a set of financial statements prepared annually by the City's Fiscal Services Department in accordance

with generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). The ACFR is independently audited by a certified public accounting (CPA) firm each fiscal year.

- i. **Single Audit** means an audit required under the federal Single Audit Act and 2 CFR Part 200, Subpart F (Uniform Guidance) to ensure accountability for the expenditure of federal funds. The Single Audit is conducted annually by an independent CPA firm in accordance with Generally Accepted Government Auditing Standards (GAGAS) and Uniform Guidance, and provides assurance that the City is complying with applicable federal program requirements.

(3) *Membership and term.*

- a. **Membership.** The Audit Committee consists of the Mayor, two (2) City Council members and two (2) citizen members with backgrounds in accounting, finance or auditing. The Mayor serves as Chair. The City Council committee members are appointed and serve until the earlier of the expiration of their term on the City Council or until their successors are appointed. Vacancies are filled by the City Council for the unexpired terms of any member whose term becomes vacant. Citizen members are appointed for two-year terms or until their successors are appointed.
- b. **Quorum.** Three members constitute a quorum for transaction of business. Any recommendation or decision which does not receive a majority of positive votes shall be deemed a negative report.
- c. **Minutes.** The Audit Committee shall keep minutes of its proceedings, showing the vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be public record.

(4) *Meetings, duties, and responsibilities.* The Audit Committee meets as needed to perform its duties, but must meet at least once a quarter. The duties and responsibilities of the Audit Committee include those as listed below. The Audit Committee shall also carry out other duties and responsibilities as may be assigned by the City Council.

- a. Discuss with the City Internal Auditor and senior management the appropriate authority, role, responsibilities, scope, and services including assurance and advisory services of the internal audit function.
- b. Participate in discussions with the City Internal Auditor and senior management about the “essential conditions,” described in the Global Internal Audit Standards, which establish the foundation that enables an effective internal audit function.
- c. Approve the internal audit function’s charter, which includes the internal audit mandate and the scope and types of internal audit services.

- d. Review the internal audit charter as needed with the City Internal Auditor to consider changes affecting the organization, such as changes in the type, severity, and interdependencies of risks to the organization; and approve the internal audit charter.
 - e. Approve the risk-based internal audit plan.
 - f. Provide input and review to the internal audit function's expenses, human resources administration, and budgets. The Audit Committee may recommend to senior management, which submits budgetary requests to the City Council, for sufficient budget and resources allowing the internal audit function to fulfill its mandate and accomplish its audit plan.
 - g. Review and provide input to the City Council and senior management on the City Internal Auditor's performance.
 - h. Receive communications from the City Internal Auditor about the internal audit function including its performance relative to its plan.
 - i. Ensure a quality assurance and improvement program is established and review the results annually.
 - j. Make appropriate inquiries of senior management and the City Internal Auditor to determine whether scope or resource limitations are appropriate.
- (5) ***Audit function, scope, and oversight.*** The City Council directs the Audit Committee to oversee the City Internal Auditor's financial and performance audits of all departments, offices, boards, activities, outside agencies and programs of the City. Such audits shall be conducted in conformance with the mandatory elements of the Institute of Internal Auditors' International Professional Practices Framework, which are the Global Internal Audit Standards and Topical Requirements. The goals of such audits are to independently and objectively determine whether:
- a. Activities and programs being implemented have been authorized by government Charter or Code, State law or applicable Federal law or regulations, and are being conducted and funds expended in compliance with applicable laws;
 - b. The department, office, or outside agency is acquiring, managing, protecting, and using its resources, including public funds, personnel, property, equipment, and space, economically, efficiently, equitably, and effectively and in a manner consistent with the objectives intended by the authorizing entity or enabling legislation;
 - c. The entity, programs, activities, functions, or policies are effective, including the identification of any causes of inefficiencies or uneconomical practices;
 - d. The desired result or benefits are being achieved;

- e. Financial and other reports are being provided that disclose fairly, accurately, and fully all information required by law, to ascertain the nature and scope of programs and activities, and to establish a proper basis for evaluating the programs and activities, including the collection of, accounting for, and depositing of revenues and other resources;
 - f. Management has established adequate operating and administrative procedures and practices, systems or accounting internal control systems and internal management controls;
 - g. Indications of fraud, abuse or illegal acts are valid and need further investigation; and
 - h. Any additional audit-related goals as assigned by the City Council.
- (6) ***Audit schedule.*** The Audit Committee shall review, comment, and approve the annual City Internal Auditor's annual audit plan. The proposed plan for consideration may include the rationale for the proposed selections, for auditing departments, offices, boards, activities, subcontractors and outside agencies for the period. Once approved, the plan may be amended after review with the Audit Committee or City Council.
- (7) ***Contract auditors, consultants, and experts.*** Subject to City Council approval, the Audit Committee may direct the City Internal Auditor to obtain the services of CPA firms, qualified management consultants, or other professional experts necessary to perform internal audit work. A contracted audit must be conducted by persons having no financial interests in the affairs of the City or its officers. As directed by the Audit Committee, the City Internal Auditor will coordinate and monitor auditing performed by CPA firms or other organizations employed under contract by the City to assist with internal audit related activities.
- (8) ***Annual internal audit report.*** The Audit Committee may require the City Internal Auditor to prepare and submit an annual report to the City Council indicating audits completed, major findings, corrective actions taken by administrative managers, and significant issues which have not been fully addressed by management. The annual report may also include a summary of the internal audit function's conformance with applicable auditing standards, as assessed through the internal audit office's quality assurance and improvement program. If applicable, the annual report shall disclose any impairments to the City Internal Auditor's independence or objectivity.
- (9) ***External Audit.*** The Audit Committee at City Council's direction provides oversight of the external financial audit process, including the Annual Comprehensive Financial Report and, when applicable, the Single Audit. The Audit Committee shall participate in and provide guidance on the selection of an independent CPA firm to conduct these audits. The selected CPA firm shall conduct its audit in accordance with applicable professional standards, including GAAP, Generally Accepted Auditing Standards (GAAS), GAGAS, and the Uniform Guidance for federal awards. The Audit Committee shall receive the results of all external audit reports, including management letters and findings, and shall meet with the external auditors to review the results, discuss any

significant issues or recommendations, and monitor the City's response and corrective actions as necessary. Contracting with a CPA firm to provide these services will follow the City's normal contracting processes except for the participation and oversight by the Audit Committee.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, “ADMINISTRATION,” ARTICLE V, “FINANCE,” DIVISION ONE “GENERALLY,” SECTION 2-95, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO THE AUDIT COMMITTEE; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 2, “Administration,” Article V, “Finance,” Division One “Generally,” Section 2-95 of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

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- b. **Internal Audit Function** means the independent audit activity, whether performed by City staff or contracted professionals, that provides assurance and advisory services to evaluate and improve the effectiveness of governance, risk management, and internal control processes.
- c. **Audit Charter** means a formal document that defines the internal audit function’s purpose, authority, and responsibility.
- d. **Audit Plan** means a risk-based plan developed annually by the City Internal Auditor and approved by the Audit Committee that outlines the audits and related activities to be performed.
- e. **Global Internal Audit Standards** means the mandatory elements of the Institute of Internal Auditors’ (IIA) International Professional Practices Framework, as adopted and revised by the IIA, which guide the practice of internal auditing.
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- g. **External Audit** means an audit conducted by independent certified public accountants or qualified professionals who are not employed by the City.
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with generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). The ACFR is independently audited by a certified public accounting (CPA) firm each fiscal year.

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(3) **Membership and term.** ~~Membership and term of the Audit Committee shall be as follows:~~

- a. **Membership.** The Audit Committee ~~shall~~ consists of the Mayor, two (2) City Council members and two (2) citizen members with each with a background in accounting, finance or auditing. The Mayor ~~shall~~ serves as Chair. — The City Council committee members ~~are shall be~~ appointed and ~~shall~~ serve until the earlier of the expiration of their term on the City Council or until their successors are appointed. Vacancies are shall be filled by the City Council for the unexpired terms of any member whose term becomes vacant. Citizen members ~~are shall be~~ appointed for two-year terms or until their successors are appointed.
- b. **Quorum.** Three members ~~shall~~ constitute a quorum for transaction of business. Any recommendation or decision which does not receive a majority of positive votes shall be deemed a negative report.
- c. **Minutes.** The Audit Committee shall keep minutes of its proceedings, showing the vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be public record.

(4) ~~(4)~~ — **Meetings, duties, and responsibilities.** The Audit Committee ~~shall~~ meets as needed to perform its duties, but must at least meet shall not meet less than once a quarterly. The duties and responsibilities of the Audit Committee ~~shall~~ include those as listed below. The Audit Committee shall also carry out other duties and responsibilities as may be assigned by the City Council.

- ~~a. — Reviewing the City Internal Auditor's audit plan annually;~~
- ~~b. — Performing regular evaluations of the City audit function and making recommendations to the City Council;~~
- ~~c. — Providing suggestions and comments for the annual audit plan;~~
- ~~d. — Monitoring follow up on reported findings to ensure corrective action is taken by management; and~~
- ~~e. — Making recommendations to the City Council for the selection of the firm conducting the annual financial statement audits.~~

- a. Discuss with the City Internal Auditor and senior management the appropriate authority, role, responsibilities, scope, and services ~~including~~ (assurance and ~~for~~ advisory) of the internal audit function.
 - b. Ensure the City Internal Auditor has unrestricted access to and communicates and interacts directly with the Mayor and the City Council, including in private meetings without senior management present as needed.
 - c. Discuss with the City Internal Auditor and senior management other topics that ~~may~~should be included in the internal audit charter.
 - d. Participate in discussions with the City Internal Auditor and senior management about the “essential conditions,” described in the Global Internal Audit Standards, which establish the foundation that enables an effective internal audit function.
 - e. Approve the internal audit function’s charter, which includes the internal audit mandate and the scope and types of internal audit services.
 - f. Review the internal audit charter ~~as needed~~ periodically with the City Internal Auditor to consider changes affecting the organization, such ~~as~~ changes in the type, severity, and interdependencies of risks to the organization; and approve the internal audit charter.
 - g. Approve the risk-based internal audit plan.
 - h. Provide input and review to the internal audit function’s expenses, human resources administration, and budgets. The Audit Committee ~~may recommend to~~ should ~~advocate to~~ senior management, which submits budgetary requests to the City Council, for sufficient budget and resources allowing the internal audit function to fulfill its mandate and accomplish its audit plan.
 - i. Review and provide input to the City Council and senior management on the City Internal Auditor’s performance.
 - j. Receive communications from the City Internal Auditor about the internal audit function including its performance relative to its plan.
 - k. Ensure a quality assurance and improvement program ~~is~~ has been established and review the results annually.
 - l. Make appropriate inquiries of senior management and the City Internal Auditor to determine whether scope or resource limitations are ~~in~~appropriate.
- (5) ~~(5)~~—*Audit function, scope, and oversight.* The City Council directs the Audit Committee to oversee the City Internal Auditor's financial and performance audits of all departments, offices, boards, activities, outside agencies and programs of the City. Such

audits shall be conducted in ~~conformance~~~~accordance~~ with the mandatory elements of the Institute of Internal Auditors' International Professional Practices Framework, which are the Global Internal Audit Standards and Topical Requirements~~recognized government auditing standards~~. The goals of such audits are to independently and objectively determine whether:

- a. Activities and programs being implemented have been authorized by government Charter or Code, State law or applicable Federal law or regulations, and are being conducted and funds expended in compliance with applicable laws;
- b. The department, office, or outside agency is acquiring, managing, protecting, and using its resources, including public funds, personnel, property, equipment, and space, economically, efficiently, equitably, and effectively and in a manner consistent with the objectives intended by the authorizing entity or enabling legislation;
- c. The entity, programs, activities, functions, or policies are effective, including the identification of any causes of inefficiencies or uneconomical practices;
- d. The desired result or benefits are being achieved;
- e. Financial and other reports are being provided that disclose fairly, accurately, and fully all information required by law, to ascertain the nature and scope of programs and activities, and to establish a proper basis for evaluating the programs and activities, including the collection of, accounting for, and depositing of revenues and other resources;
- f. Management has established adequate operating and administrative procedures and practices, systems or accounting internal control systems and internal management controls;
- g. Indications of fraud, abuse or illegal acts are valid and need further investigation; and
- a-h. Any additional audit-related goals as assigned by the City Council.

~~(2)(6)~~ ~~(6)~~ — ***Audit schedule.*** The Audit Committee shall review, ~~and comment, and approve on~~ the annual City Internal Auditor's ~~annual one-year~~ audit ~~plan~~schedule. The ~~schedule shall include the proposed plan for consideration may include, and~~ the rationale for the proposed selections, for auditing departments, offices, boards, activities, subcontractors and outside agencies for the period. Once approved, the plan~~This schedule~~ may be amended after review with the Audit Committee ~~and/or~~ City Council.

~~(3)(7)~~ ~~(7)~~ — ***Contract auditors, consultants, and experts.*** Subject to City Council approval, the Audit Committee may direct the City Internal Auditor to obtain the services of ~~CPA firms~~certified public accountants, qualified management consultants, or other professional experts necessary to perform internal audit work, ~~other than the City's annual audit. A contracted~~ An audit that is performed by contract must be conducted by persons ~~who have~~ing no financial interests in the affairs of the City or its officers. As directed by

the Audit Committee, the City Internal Auditor will coordinate and monitor auditing performed by CPA certified public accounting firms or other organizations employed under contract by the City to assist with internal audit related activities. Contracting for the external audit will follow the City's normal contracting processes except for the participation and oversight by the Audit Committee and City Internal Auditor.

- (8) (8)—Annual internal audit report. The Audit Committee may require the City Internal Auditor to prepare and submit an annual report to the City Council indicating audits completed, major findings, corrective actions taken by administrative managers, and significant issues which have not been fully addressed by management. The annual report may also include a summary of the internal audit function's conformance with applicable auditing standards, as assessed through the internal audit office's quality assurance and improvement program. If applicable, the annual report shall disclose any impairments to the City Internal Auditor's independence or objectivity.
- (9) (9)—External Audit. The Audit Committee shall—at City Council's on behalf of the direction City Council—provide oversight of the external financial audit process, including the Annual Comprehensive Financial Report and, when applicable, the Single Audit. The Audit Committee shall participate in and provide guidance on the selection of an independent CPA firm to conduct these audits. The selected CPA firm shall conduct its audit in accordance with applicable professional standards, including GAAP, Generally Accepted Auditing Standards (GAAS), GAGAS, and the Uniform Guidance for federal awards. The Audit Committee shall receive the results of all external audit reports, including management letters and findings, and shall meet with the external auditors to review the results, discuss any significant issues or recommendations, and monitor the City's response and corrective actions as necessary. Contracting with a CPA firm to provide these services will follow the City's normal contracting processes except for the participation and oversight by the Audit Committee.

(Ord. No. 2017-3862, exh. A, 2-23-2017)

ORDINANCE NO. 2019-4083

AN ORDINANCE AMENDING CHAPTER 1, "GENERAL PROVISIONS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 2-95 "CREATION OF AN AUDIT COMMITTEE", AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 1, "General Provisions", Section 2-95, "Creation of an Audit Committee" 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:** That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3:** That said Ordinance becomes effective upon passage by the City Council.

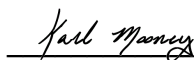
PASSED, ADOPTED and APPROVED this 28th day of March, 2019.

ATTEST:



City Secretary

APPROVED:



Mayor

APPROVED:



City Attorney

EXHIBIT “A”

That Chapter 1, “General Provisions”, Section 2-95 “Creation of an Audit Committee”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended in its entirety as follows:

Sec. 2-95. - Creation of an Audit Committee.

A standing committee to be known as the Audit Committee is hereby created.

- (1) *Purpose.* To ensure independence of the audit function, an Audit Committee is hereby established for the purpose of assisting the City Council in fulfilling their governance and oversight responsibility.
- (2) *Membership and term.* Membership and term of the Audit Committee shall be as follows:
 - a. The Audit Committee shall consist of the Mayor, two City Council members and two citizen members each with a background in accounting, finance or auditing. The Mayor shall serve as Chair. City Council committee members shall be appointed and shall serve until the earlier of the expiration of their term on the City Council or until their successors are appointed. Vacancies shall be filled by the City Council for the unexpired terms of any member whose term becomes vacant.
 - c. Citizen members shall be appointed for two-year terms or until their successors are appointed.
 - d. Three members shall constitute a quorum for transaction of business. Any recommendation or decision which does not receive a majority of positive votes shall be deemed a negative report. The Audit Committee shall keep minutes of its proceedings, showing the vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be public record.
- (3) *Meetings, duties, and responsibilities.* The Audit Committee shall meet as needed to perform its duties, but shall not meet less than once quarterly. The duties and responsibilities of the Audit Committee shall include those as listed below. The Audit Committee shall also carry out other duties and responsibilities as may be assigned by the City Council.
 - a. Reviewing the City Internal Auditor's audit plan annually;
 - b. Performing regular evaluations of the City audit function and making recommendations to the City Council;
 - c. Providing suggestions and comments for the annual audit plan;
 - d. Monitoring follow-up on reported findings to ensure corrective action is taken by management; and
 - e. Making recommendations to the City Council for the selection of the firm conducting the annual financial statement audits.

- (4) *Audit function, scope, and oversight.* The City Council directs the Audit Committee to oversee the City Internal Auditor's financial and performance audits of all departments, offices, boards, activities, outside agencies and programs of the City. Such audits shall be conducted in accordance with recognized government auditing standards. The goals of such audits are to independently and objectively determine whether:
- a. Activities and programs being implemented have been authorized by government Charter or Code, State law or applicable Federal law or regulations, and are being conducted and funds expended in compliance with applicable laws;
 - b. The department, office, or outside agency is acquiring, managing, protecting, and using its resources, including public funds, personnel, property, equipment, and space, economically, efficiently, equitably, and effectively and in a manner consistent with the objectives intended by the authorizing entity or enabling legislation;
 - c. The entity, programs, activities, functions, or policies are effective, including the identification of any causes of inefficiencies or uneconomical practices;
 - d. The desired result or benefits are being achieved;
 - e. Financial and other reports are being provided that disclose fairly, accurately, and fully all information required by law, to ascertain the nature and scope of programs and activities, and to establish a proper basis for evaluating the programs and activities, including the collection of, accounting for, and depositing of revenues and other resources;
 - f. Management has established adequate operating and administrative procedures and practices, systems or accounting internal control systems and internal management controls;
 - g. Indications of fraud, abuse or illegal acts are valid and need further investigation; and
 - h. Any additional audit-related goals as assigned by the City Council.
- (5) *Audit schedule.* The Audit Committee shall review and comment on the annual City Internal Auditor's one-year audit schedule. The schedule shall include the proposed plan, and the rationale for the selections, for auditing departments, offices, boards, activities, subcontractors and outside agencies for the period. This schedule may be amended after review with the Audit Committee and City Council.
- (6) *Contract auditors, consultants, and experts.* Subject to City Council approval, the Audit Committee may direct the City Internal Auditor to obtain the services of certified public accountants, qualified management consultants, or other professional experts necessary to perform audit work, other than the City's annual audit. An audit that is performed by contract must be conducted by persons who have no financial interests in the affairs of the City or its officers. As directed by the Audit Committee, the City Internal Auditor will coordinate and monitor auditing performed by certified public accounting firms or other organizations employed under contract by the City to assist with audit related activities.

Contracting for the external audit will follow the City's normal contracting processes except for the participation and oversight by the Audit Committee and City Internal Auditor.

- (7) *Annual report.* The Audit Committee may require the City Internal Auditor to prepare and submit an annual report to the City Council indicating audits completed, major findings, corrective actions taken by administrative managers, and significant issues which have not been fully addressed by management.

October 9, 2025

Item No. 7.5.

Tree planting and irrigation installation services

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with Green Teams, Inc., in the amount of \$192,259.32 for tree planting and irrigation installation services, plus the City's contingency in the amount of \$19,225.93, for a total appropriation of \$211,515.25; and presentation, discussion, and possible action authorizing the purchase of 484 trees for \$101,320.00 from SiteOne Landscape Supply for the Cooling College Station Urban Heat Mitigation Initiative per Bid No. 25-082.

Relationship to Strategic Goals:

Recommendation(s):

Summary: This project is part of the Cooling College Station Urban Heat Mitigation Initiative. This phase of implementation originated from City Council direction during the Fiscal Year 2025 budget process.

Under this contract, Green Teams, Inc. will plant 484 30-gallon trees and install corresponding irrigation systems across eleven parks and city properties throughout College Station.

The City will purchase all trees directly from SiteOne Landscape Supply, while Green Teams, Inc.'s scope of work encompasses all labor, materials, equipment, and services necessary to complete the tree planting and irrigation installation.

This project was procured through two separate Invitations to Bid (ITBs). The results from each are outlined below:

Tree Purchase and Delivery, the City received six (6) bid responses of which one was considered a "non-responsive bid" and was rejected for lacking the required documentation. After the review process, SiteOne Landscape Supply, Inc. was selected as the most qualified firm as they submitted the lowest qualified, responsible and responsive bid, providing a unit price for each item and the best value for the City.

Tree Planting and Irrigation Installation, The City received four (4) bid responses for this project, of which one was considered a "non-responsive bid" and was rejected for lacking the required documentation. Lowest bidder was incomplete and could not be considered. As a result, staff recommends award to the second lowest bidder, Green Teams, who best meets the requirements to be considered the lowest responsible bidder.

Budget & Financial Summary:

Budget in the amount of \$375,230 is included for this project in the Parks and Recreation Department Operating Budget.

Attachments:

1. Bid Tabulation_Tree Planting and Irrigation_25-095

2. Bid Tabulation_Tree Purchase and Delivery_25-082
3. 25300742-Green Teams Inc Construction Agreement
4. Bid 25-082 SiteOne Tree Purchase and Delivery

CITY OF COLLEGE STATION
 BID TABULATION #25-095
 "City of College Station Tree Planting and Irrigation Installation"
 Bid Opening: Wednesday, August 20, 2025 @ 2:00 pm CT

				Billy Brown Construction		Green Teams, Inc		Irrigation by Jason, Inc	
BASE BID SCHEDULE -TREE PLANTING AND IRRIGATION INSTALL									
NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization/General Requirements of Contract	1	LS	\$30,100.00	\$30,100.00	\$5,940.00	\$5,940.00	\$28,488.74	\$28,488.74
2	Per tree planting cost for 30-gallon trees, this cost should include all supplies and materials to plant trees including planting soil, tree stakes, and mulch.	484	EA	\$198.75	\$96,195.00	\$141.74	\$68,602.16	\$170.00	\$82,280.00
3	Per tree cost to install irrigation per specifications	484	EA	\$92.20	\$44,624.80	\$236.76	\$114,591.84	\$180.60	\$87,410.40
4	City provided materials (30 gallon trees) Estimated cost	484	EA	\$125,000.00		\$125,000		\$125,000	
SUB TOTAL TREE PLANTING AND IRRIGATION INSTALL				\$170,919.80		\$189,134.00		\$198,179.14	
TOTAL BASE BID + CITY OWNED MATERIALS				\$295,919.80		\$314,134.00		\$323,179.14	
ALTERNATE PRICE FOR DETENTION POND PLANTING									
NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Alternate 1 - Edelweiss Gartens Park - Lower Detention Planting								
1-A	Deduct from Base Bid Line 2 - Tree Planting	-23	EA	\$198.75	-\$4,571.25	\$141.74	-\$3,260.02	\$170.00	-\$3,910.00
1-A	ADD - Edelweiss Gartens Park - Lower Detention Planting Per tree planting cost for 30-gallon trees, this cost should include all supplies and materials to plant trees including planting soil, tree stakes, and mulch.**	23	EA	\$198.75	\$4,571.25	\$141.74	\$3,260.02	\$170.00	\$3,910.00
1-B	Deduct from Base Bid Line 3 - Irrigation	-23	EA	\$92.20	-\$2,120.60	\$236.76	-\$5,445.48	\$180.60	-\$4,153.80
1-B	ADD - Edelweiss Gartens Park - Lower Detention Planting Per tree cost to install irrigation per specifications.***	23	EA	\$92.20	\$2,120.60	\$307.79	\$7,079.17	\$180.60	\$4,153.80
ALTERNATE 1 - TOTAL				\$0.00		\$1,633.69		\$0.00	
2	Alternate 2 - Edelweiss Gartens Park - Lower Detention Planting								
2-A	Deduct quantity from Line 2 - Tree Planting	-21	EA	\$198.75	-\$4,173.75	\$141.74	-\$2,976.54	\$170.00	-\$3,570.00
2-A	Add- Edelweiss Park Detention Planting Per tree planting cost for 30-gallon trees, this cost should include all supplies and materials to plant trees including planting soil, tree stakes, and mulch.**	21	EA	\$198.75	\$4,173.75	\$141.74	\$2,976.54	\$170.00	\$3,570.00
2-B	Deduct from Line 3 - Irrigation	-21	EA	\$92.20	-\$1,936.20	\$236.76	-\$4,971.96	\$180.60	-\$3,792.60
2-B	Edelweiss Park Detention Planting Per tree cost to install irrigation per specifications. ***	21	EA	\$92.20	\$1,936.20	\$307.79	\$6,463.59	\$180.60	\$3,792.60
ALTERNATE 2 - TOTAL				\$0.00		\$1,491.63		\$0.00	
SUBTOTAL ALTERNATE 1 + ALTERNATE 2				\$0.00		\$3,125.32		\$0.00	
BASE BID + ALTERNATES 1 AND 2				\$170,919.80		\$192,259.32		\$198,179.14	
TOTAL BASE BID (+ALTS) + CITY OWNED MATERIALS (TOTAL PROJECT COST FOR BONDING PURPOSES)				\$295,919.80		\$317,259.32		\$323,179.14	
Four (4) bids were received									
*If there are discrepancies between unit prices and total, the unit price will prevail.									
Five (5) percent bid security				Y		Y		Y	
Certification Page				Y		Y		Y	
Contractor's Proposal Bid Form				Y		Y		Y	
General/Sub - Contractor's Experience and Data Information				Y		Y		Y	
References				Y		Y		Y	

CITY OF COLLEGE STATION
PRELIMINARY BID TABULATION #25-082
TREE PURCHASE and DELIVERY
For
PARKS AND RECREATION COOLING COLLEGE STATION PHASE II
Bid Opening: Thursday, July 24, 2025 @ 2:00 pm CT

				ArborTrue (ArborTrue, LLC)		Fannin Tree Farm Sales, Inc.		Luxe That Pop		SiteOne Landscape Supply		Venus Supplies & Constructions	
TREE PURCHASE: QUANTITY 267, 30-GALLON SHADE TREES													
Item	Quantity	UOM	Description	Unit Price Per Tree	TotalCost	Unit Price Per Tree	TotalCost	Unit Price Per Tree	TotalCost	Unit Price Per Tree	TotalCost	Unit Price Per Tree	TotalCost
1	20	EA	Cedar Elm	\$ 404.46	\$ 8,089.20	\$ 205.00	\$ 4,100.00	\$ 220.00	\$ 4,400.00	\$ 190.00	\$ 3,800.00	\$ 419.25	\$ 8,385.00
2	20	EA	American Elm	\$ 392.20	\$ 7,844.00	\$ -	\$ -	\$ -	\$ -	\$ 205.00	\$ 4,100.00	\$ 419.25	\$ 8,385.00
3	20	EA	Bur Oak	\$ 367.69	\$ 7,353.80	\$ 205.00	\$ 4,100.00	\$ 200.00	\$ 4,000.00	\$ 195.00	\$ 3,900.00	\$ 419.25	\$ 8,385.00
4	20	EA	Shumard Oak	\$ 355.43	\$ 7,108.60	\$ 205.00	\$ 4,100.00	\$ 325.00	\$ 6,500.00	\$ 195.00	\$ 3,900.00	\$ 419.25	\$ 8,385.00
5	20	EA	American Sycamore	\$ 283.96	\$ 5,679.20	\$ -	\$ -	\$ 200.00	\$ 4,000.00	\$ 205.00	\$ 4,100.00	\$ 419.25	\$ 8,385.00
6	20	EA	Red Maple	\$ 330.92	\$ 6,618.40	\$ 205.00	\$ 4,100.00	\$ 220.00	\$ 4,400.00	\$ 195.00	\$ 3,900.00	\$ 419.25	\$ 8,385.00
7	21	EA	Sugarberry Hackberry	\$ 388.84	\$ 8,165.64	\$ -	\$ -	\$ 220.00	\$ 4,620.00	\$ 205.00	\$ 4,305.00	\$ 419.25	\$ 8,804.25
8	21	EA	Blackjack Oak	\$ 367.69	\$ 7,721.49	\$ -	\$ -	\$ 220.00	\$ 4,620.00	\$ 215.00	\$ 4,515.00	\$ 419.25	\$ 8,804.25
9	21	EA	Over Cup Oak	\$ 367.69	\$ 7,721.49	\$ -	\$ -	\$ 220.00	\$ 4,620.00	\$ 215.00	\$ 4,515.00	\$ 419.25	\$ 8,804.25
10	21	EA	Willow Oak	\$ 367.69	\$ 7,721.49	\$ -	\$ -	\$ -	\$ -	\$ 195.00	\$ 4,095.00	\$ 419.25	\$ 8,804.25
11	21	EA	Native Pecan	\$ 563.79	\$ 11,839.59	\$ -	\$ -	\$ 200.00	\$ 4,200.00	\$ 275.00	\$ 5,775.00	\$ 419.25	\$ 8,804.25
12	21	EA	Red Maple	\$ 330.92	\$ 6,949.32	\$ 205.00	\$ 4,305.00	\$ 220.00	\$ 4,620.00	\$ 195.00	\$ 4,095.00	\$ 419.25	\$ 8,804.25
13	21	EA	Loblolly Pines	\$ 349.30	\$ 7,335.30	\$ -	\$ -	\$ 250.00	\$ 5,250.00	\$ 185.00	\$ 3,885.00	\$ 419.25	\$ 8,804.25
SUB-TOTAL SHADE TREES					\$ 100,147.52		\$ 20,705.00		\$ 51,230.00		\$ 54,885.00		\$ 111,939.75
SHADE TREE TOTAL DELIVERY COST					\$ -		\$ -		\$ 900.00		\$ -		\$ -
TREE PURCHASE: QUANTITY 217, 30-GALLON SUPPORT TREES													
14	20	EA	Mexican Buckeye	\$ 441.23	\$ 8,824.60	\$ -	\$ -	\$ 185.00	\$ 3,700.00	\$ 195.00	\$ 3,900.00	\$ 419.25	\$ 8,385.00
15	20	EA	Mexican Plum	\$ 392.20	\$ 7,844.00	\$ -	\$ -	\$ 185.00	\$ 3,700.00	\$ 195.00	\$ 3,900.00	\$ 419.25	\$ 8,385.00
16	20	EA	Dessert Willow	\$ 379.95	\$ 7,599.00	\$ 205.00	\$ 4,100.00	\$ 315.00	\$ 6,300.00	\$ 215.00	\$ 4,300.00	\$ 419.25	\$ 8,385.00
17	20	EA	Texas Persimmon	\$ 514.77	\$ 10,295.40	\$ -	\$ -	\$ 250.00	\$ 5,000.00	\$ 215.00	\$ 4,300.00	\$ 419.25	\$ 8,385.00
18	20	EA	Cherry Latural	\$ 551.53	\$ 11,030.60	\$ -	\$ -	\$ 220.00	\$ 4,400.00	\$ 195.00	\$ 3,900.00	\$ 419.25	\$ 8,385.00
19	20	EA	Texas Red Bud	\$ 453.48	\$ 9,069.60	\$ -	\$ -	\$ 300.00	\$ 6,000.00	\$ 240.00	\$ 4,800.00	\$ 419.25	\$ 8,385.00
20	20	EA	Eastern Red Bud	\$ 490.25	\$ 9,805.00	\$ -	\$ -	\$ 225.00	\$ 4,500.00	\$ 240.00	\$ 4,800.00	\$ 419.25	\$ 8,385.00
21	20	EA	River Birch	\$ 310.48	\$ 6,209.60	\$ -	\$ -	\$ 295.00	\$ 5,900.00	\$ 195.00	\$ 3,900.00	\$ 419.25	\$ 8,385.00
22	19	EA	Shinning Sumac	\$ 367.69	\$ 6,986.11	\$ -	\$ -	\$ -	\$ -	\$ 225.00	\$ 4,275.00	\$ 419.25	\$ 7,965.75
23	19	EA	Eve's Necklace	\$ 362.40	\$ 6,885.60	\$ -	\$ -	\$ 415.00	\$ 7,885.00	\$ 225.00	\$ 4,275.00	\$ 419.25	\$ 7,965.75
24	19	EA	Western Soap Berry	\$ 367.69	\$ 6,986.11	\$ -	\$ -	\$ -	\$ -	\$ 215.00	\$ 4,085.00	\$ 419.25	\$ 7,965.75
SUB-TOTAL SUPPORT TREES					\$ 91,535.62		\$ 4,100.00		\$ 47,385.00		\$ 46,435.00		\$ 90,977.25
SUPPORT TREE TOTAL DELIVERY COST					\$ -		\$ 1,700.00		\$ 900.00		\$ -		\$ -
TOTAL COST FOR TREES AND DELIVERY				\$	191,683.14	\$	26,505.00		\$ 100,415.00	\$	101,320.00	\$	202,917.00

Six (6) bids were received, of which one is considered a "non-responsive bid".

*If there are discrepancies between unit prices and extension, the unit price will prevail.					
Certification	Y	Y	Y	Y	Y
Addendum Acknowledged	Y	Y	Y	Y	Y
Variance of +/-5	N	Y	N	N	N
Delivery	20 calendar days	3-5 days (ARO)	Aug. 24th	3-10 calendar days*	6-8 weeks (ARO)
Prompt Payment Discount			1% 10 days		
Note				*Minimum order requirement: full truck quantities. * Plants and trees are subject to availability at time of order.	



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300742 PROJECT #: PK2506 BID/RFP/RFQ#: ITB 25-095

Project Name / Contract Description: Cooling College Station Tree Planting and Irrigation
installation

Name of Contractor: Green Teams Inc.

CONTRACT TOTAL VALUE: \$ 192,259.32

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)

On August 20th bids were solicited for referenced project. Four (4) responses were received, of which one is considered unresponsive due to not submitting the required bid documents. Green Teams, Inc. best meets the requirements to be considered the lowest responsible bidder.

Funding: 10011141-5110 (PK2506)

(If required)*

CRC Approval Date*: N/A **Council Approval Date*:** 09.25.25 **Agenda Item No*:**

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

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

SIGNATURES RECOMMENDING APPROVAL

Kelsey Heiden
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

9/16/2025
DATE

Jim Costa
ASST CITY MGR – CFO

9/17/2025
DATE

David Purnell
LEGAL DEPARTMENT

9/17/2025
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 Green Teams, Inc. (the "Contractor") for the construction and/or installation of the following:
Cooling College Station Tree Planting and Irrigation Installation Services; as described in ITB 25-095.

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: Nineteen Thousand Two Hundred Twenty-Five and 93 /100 Dollars (\$ 19,225.93).

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 Ninety-Two Thousand Two Hundred Fifty-Nine and 32 /100 Dollars (\$ \$192,259.32).

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

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects (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

GREEN TEAMS, INC.

By: Tucker Gallagher

Printed Name: Tucker Gallagher

Title: CEO

Date: 9/16/2025

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

David Purnell

City Attorney

Date: 9/17/2025

Jim Enste

Assistant City Manager/CFO

Date: 9/17/2025

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. 4443039

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

THAT WE, Green Teams, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto SureTec Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Ninety-Two Thousand Two Hundred Fifty-Nine and 32 /100 Dollars (\$ 192,259.32) 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 Cooling College Station Tree Planting and Irrigation Installation Services; as described in ITB 25-095, 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. 4443039

FOR THE CONTRACTOR:

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

Green Teams, Inc.
(Name of Contractor)

By: Shane Hegetel
Name: Shane Hegetel
Title: Witness
Date: 09/25/25

By: Tucker Gallagher
Name: Tucker Gallagher
Title: COO
Date: 09/25/25

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: Helen V. Perez
Name: Helen V. Perez
Title: Witness
Date: 09/25/25

SureTec Insurance Company
(Full Name of Surety)
9500 Arboretum Blvd., Suite 400
Austin, TX 78759
(Address of Surety for Notice)

By: Jennifer J. Biehle
Name: Jennifer J. Biehle
Title: Attorney-In-Fact
Date: 09/25/25

FOR THE CITY:

REVIEWED:

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

David Purnell 9/17/2025
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. 4443039

THE STATE OF TEXAS

§

§

THE COUNTY OF BRAZOS

§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Green Teams, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Ninety-Two Thousand Two Hundred Fifty-Nine and 32 /100 Dollars (\$ 192,259.32) 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 25 day of September, 20 25, for Cooling College Station Tree Planting and Irrigation Installation Services; as described in ITB 25-095, 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. 4443039

FOR THE CONTRACTOR:

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

Green Teams, Inc.

(Name of Contractor)

By: Shane Hegaheld

By: Tucker Gallagher

Name: Shane Hegaheld

Name: Tucker Gallagher

Title: Witness

Title: COO

Date: 09/25/25

Date: 09/25/25

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

SureTec Insurance Company

(Full Name of Surety)

By: Helen V. Perez

9500 Arboretum Blvd., Suite 400

Name: Helen V. Perez

Austin, TX 78759

Title: Witness

(Address of Surety for Notice)

Date: 09/25/25

By: Jennifer J. Biehle

Name: Jennifer J. Biehle

Title: Attorney-In-Fact

Date: 09/25/25

FOR THE CITY:

REVIEWED:

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

David Purnell 9/17/2025
City Attorney

City Manager

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

JOINT LIMITED POWER OF ATTORNEY

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

Craig Parker, Nina K. Smith, Robert James Nitsche, Robert K. Nitsche, Gary Nitsche, Kenneth Nitsche, Jennifer J. Biehle

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

In Unlimited Amounts

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

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

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 15th day of August, 2024.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

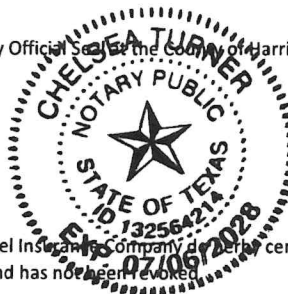
By:

Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 15th day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By:

Chelsea Turner, Notary Public
My commission expires 7/6/2028

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

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 25th day of September, 2025.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

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

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

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

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

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

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/08/2025

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 The Nitsche Group 143 East Austin Street Giddings, TX 78942 979 542-3666	CONTACT NAME: Ciera Brown Kmoch PHONE (A/C, No, Ext): 979 540-2206 FAX (A/C, No): E-MAIL ADDRESS: cierak@thenitschegroup.com														
INSURED Green Teams, Inc. 731 Industrial Blvd. Bryan, TX 77803	<table border="1"> <thead> <tr> <th data-bbox="803 430 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 430 1576 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 451 1437 472">INSURER A : Cincinnati Insurance Company</td> <td data-bbox="1437 451 1576 472">10677</td> </tr> <tr> <td data-bbox="803 472 1437 493">INSURER B : Texas Mutual Insurance Company</td> <td data-bbox="1437 472 1576 493">22945</td> </tr> <tr> <td data-bbox="803 493 1437 514">INSURER C : Endurance American Insurance Company</td> <td data-bbox="1437 493 1576 514">10641</td> </tr> <tr> <td data-bbox="803 514 1437 535">INSURER D :</td> <td data-bbox="1437 514 1576 535"></td> </tr> <tr> <td data-bbox="803 535 1437 556">INSURER E :</td> <td data-bbox="1437 535 1576 556"></td> </tr> <tr> <td data-bbox="803 556 1437 577">INSURER F :</td> <td data-bbox="1437 556 1576 577"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : Texas Mutual Insurance Company	22945	INSURER C : Endurance American Insurance Company	10641	INSURER D :		INSURER E :		INSURER F :	
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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 ☒ PD Ded: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			EPP0674361	01/01/2025	01/01/2026	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 ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA0674361	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			EPP0674361	01/01/2025	01/01/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
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		N/A	0001118856	01/01/2025	01/01/2026	☒ 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	Excess Liability			EXC30076010500	01/01/2025	01/01/2026	\$3,000,000 each Occ.

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

Contract No. 25300742: Tree Planting & Irrigation

As per policy provision, Certificate Holder is listed as additional insured in regard to the auto and general liability policies as provided by additional insured endorsement when required by written contract. A waiver of subrogation endorsement is provided to the Certificate Holder in regard to the auto, general (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

R.J. Nitsche

DESCRIPTIONS (Continued from Page 1)

liability and workers' compensation policies when required by written contract. As per policy provision, the general liability policy contains an endorsement with primary and noncontributory wording. General liability, auto and workers' compensation policies include(s) a 30 days notice of cancellation endorsement providing 30 days advance notice if policy is canceled by the company other than for nonpayment of premium, or direct cancellation by named insured as per policy provision. The umbrella liability policy is follow form, subject to policy terms, conditions and exclusions. The excess liability policy is follow form, subject to policy terms, conditions and exclusions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations 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; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "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:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. 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.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. 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
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, 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 Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add 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 Paragraphs **A.** and **B.**
- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
 2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** 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 de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** 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 Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LAWN CARE SERVICES - LIMITED POLLUTION COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **(1)(d)** of Exclusion **f.** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply to the application of herbicides or pesticides by an insured on lawns under your regular care.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT, WITH POLLUTION LIABILITY
FOR COVERED AUTOS**

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. 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 of the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, c. is deleted in its entirety and replaced by the following:

- c.** 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.

C. 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 for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

- 1.** Executed prior to the accident causing "bodily injury" or "property damage"; and
- 2.** Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **Section II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. is deleted in its entirety and replaced by the following:

- b.** For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in that individual "em-

ployee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "accident";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Pollution Liability Broadened Coverage for Covered Autos

1. Coverage

a. **SECTION II - LIABILITY COVERAGE** is changed as follows:

- (1) Paragraph a. of the "Pollutant" Exclusion (**SECTION II - LIABILITY COVERAGE, B. Exclusions**) applies only to liability assumed under a contract or agreement.
- (2) With respect to the coverage afforded by Paragraph a.(1) above, Exclusion **B.6.** Care, Custody, or Control does not apply.

2. Limit of Insurance

- a. The Per "Accident" Limit is \$25,000. The Per "Accident" Limit is the most we will pay for the total of all damages and "covered pollution cost or expense" resulting from any one "accident" covered by this endorsement.

Subject to the limit for Pollution Liability Broadened Coverage, the most we will pay for all "bodily injury", "property damage" and "covered pollution cost or expense" combined, resulting from any one "accident", is the Limit of Insurance for Liability Coverage shown in the Declarations.

- b. The Aggregate Limit is \$25,000. The Aggregate Limit is the most we will pay for the sum of all damages and "covered pollution cost or expense" involving insurance provided by this endorsement. The Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit.

3. Property Damage Liability Deductible

The "Property Damage" and "Covered Pollution Cost or Expense" Liability Coverage Deductible is \$500. The damages that would otherwise be payable under **SECTION II - LIABILITY COVERAGE** for "property damage" and "covered pollution cost or expense" caused by any one "accident" will be reduced by the "Property Damage" and "Covered Pollution Cost or Expense" Liability Coverage Deductible prior to the application of the Limit of Insurance provision.

4. Our Right to Reimbursement

To settle any claim or "suit" we will pay all or any part of any deductible shown in this endorsement. You must reimburse us for the deductible or the part of any deductible we paid.

5. Definitions

SECTION V - DEFINITIONS, D. "covered pollution cost or expense" is deleted in its entirety and replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto", if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release, escape or emission of the "pollutants" is caused directly by such upset, overturn or damage.

G. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
- b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
- c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- d. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

H. 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).

I. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

J. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.
4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

K. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "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.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with

the lesser of the following number of days:

- a. The number of days reasonably required to repair 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. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
 4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

L. 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**.

M. 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.

N. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger

type "auto" is subject, but will not include:

- (a) Overdue lease or loan payments;
- (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
- (c) Security deposits not refunded by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

O. 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.

P. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- 3. An executive officer or insurance manager, if you are a corporation; or
- 4. A member or manager, if you are a limited liability company.

Q. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

R. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

S. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

- 1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
- 2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

SCHEDULE

Name and mailing address of person(s) or organization(s):

1. FOR WHOM YOU ARE REQUIRED IN A WRITTEN CONTRACT THAT WAS EXECUTED ON OR AFTER THE EARLIER OF THE FOLLOWING DATES: A. THE EFFECTIVE DATE OF THIS POLICY, OR B. THE EFFECTIVE DATE OF THE ORIGINAL POLICY OF WHICH THIS POLICY IS A RENEWAL OR REPLACEMENT, AND 2. FOR WHOM YOU ARE REQUIRED IN THAT SAME WRITTEN CONTRACT AS REFERRED TO IN 1. ABOVE TO PROVIDE CANCELLATION NOTICE.

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

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

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be **2.00** 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: Included, see Information Page

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 on 1/1/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001118856 of Texas Mutual Insurance Company effective on 1/1/25

Issued to: GREEN TEAMS INC

DBA: THE GREENERY

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

12/19/24

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

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 on 1/1/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001118856 of Texas Mutual Insurance Company effective on 1/1/25

Issued to: GREEN TEAMS INC

DBA: THE GREENERY

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

12/19/24



The Cincinnati Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

Billing Method: **DIRECT BILL**

POLICY NUMBER **EPP 067 43 61 / EBA 067 43 61**

NAMED INSURED **GREEN TEAMS INC**

REFER TO IA905

ADDRESS **731 INDUSTRIAL BLVD**
(Number & Street, **BRYAN, TX 77803-2016**
Town, County,
State & Zip Code)

Previous Policy Number:

EPP0674361

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage

Policy number: **EPP 067 43 61** FROM: **01-01-2025** TO: **01-01-2026**

Automobile and / or Garage

Policy number: **EBA 067 43 61** FROM: **01-01-2025** TO: **01-01-2026**

Agency **THE NITSCHKE GROUP, INC. 42-033**

City **GIDDINGS, TX**

Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IA4514TX 01/20 NOTICE TO POLICYHOLDERS - FLOOD DISCLOSURE STATEMENT - TEXAS

IL0017 11/98 COMMON POLICY CONDITIONS

IA102A 09/08 SUMMARY OF PREMIUMS CHARGED

IA904 04/04 SCHEDULE OF LOCATIONS

IA905 02/98 NAMED INSURED SCHEDULE

IA4331TX 06/16 TEXAS CHANGES - CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

IL0171 09/07 TEXAS CHANGES - LOSS PAYMENT

IA4186TX 02/99 TEXAS NOTICE TO POLICYHOLDERS

IA4344TX 10/09 TEXAS NOTICE TO POLICYHOLDERS EXCLUSION - ASBESTOS

IA4427 02/13 NOTICE OF LOSS CONTROL SERVICES

IA4513 06/20 CERTIFIED ACTS AND OTHER ACTS OF TERRORISM EXCLUSION ADVISORY NOTICE TO POLICYHOLDERS

IA4521 03/20 NOTICE OF PRIVACY PRACTICES

IP446 08/01 NOTICE TO POLICYHOLDERS

IA319TX 01/15 EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM - TEXAS

IA325TX 01/23 WAR AND CYBER HOSTILITIES EXCLUSION

IA327TX 07/23 NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL HAZARDS EXCLUSION - TEXAS

IA4006 07/10 SPECIAL PER OCCURRENCE DEDUCTIBLE ENDORSEMENT

IA4332TX 07/23 TEXAS IMPORTANT NOTICE

IA4338 05/24 SIGNATURE ENDORSEMENT

IL0168	03/12	TEXAS CHANGES - DUTIES
IA4087	09/17	CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY
IL0021	09/08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
FM502	07/08	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
GA532	07/08	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
GA531	07/08	CLAIMS-MADE EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM DECLARATIONS
MA559	05/10	CONTRACTORS' EQUIPMENT (AND TOOLS) COVERAGE PART DECLARATIONS
MA560	06/07	INSTALLATION FLOATER COVERAGE PART DECLARATIONS
AA505	03/06	BUSINESS AUTO COVERAGE PART DECLARATIONS
USC513	05/10	COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS
HC502	01/18	CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS
HC503	01/18	CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS

Countersigned _____ (Date) By _____ (Authorized Representative)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF LOCATIONS

<u>LOC.</u>	<u>STREET ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP CODE</u>
1	731 INDUSTRIAL BLVD BRYAN, TX 77803-2016			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED SCHEDULE

This Schedule supplements the Declarations.

SCHEDULE

Named Insured:

GREEN TEAMS INC

THE CINCINNATI INSURANCE COMPANY

COMMERCIAL UMBRELLA LIABILITY COVERAGE

PART DECLARATIONS

Previous Policy Number **EPP0674361**

Attached to and forming part of POLICY NUMBER **EPP 067 43 61**

Effective Date: **01-01-2025**

NAMED INSURED is the same as it appears in the Common Policy Declarations unless another entry is made here.

LIMITS OF INSURANCE

\$ **2,000,000** Each Occurrence Limit \$ **2,000,000** Aggregate Limit

ADVANCE PREMIUM \$ 27,668

Applicable to Premium, if box is checked:

☒ Subject to Annual Adjustment

☐ Subject to Audit (see Premium Computation Endorsement for Rating Basis)

SCHEDULE OF UNDERLYING INSURANCE

Insurer, Policy Number & Period:	Underlying Insurance:	Underlying Limits:
(a) TX MUTUAL INSURANCE CO 0001118856 01-01-2025 TO 01-01-2026	Employer's Liability	Bodily Injury by Accident: \$ 1,000,000 Each Accident Bodily Injury by Disease: \$ 1,000,000 Each Employee Bodily Injury by Disease: \$ 1,000,000 Policy Limit
(b) CINCINNATI INS. CO. EPP 067 43 61 01-01-2025 TO 01-01-2026	☒ Commercial General Liability Including: ☒ Products-Completed Operations Coverage ☐ Cemetery Professional ☐ Druggist Professional ☐ Funeral Service Provider ☐ Pedorthists Professional or ☐ Business Liability Including: ☐ Funeral Service Provider ☐ Druggist Professional	Bodily Injury and Property Damage Liability: \$ 1,000,000 Each Occurrence Limit \$ 2,000,000 General Aggregate Limit \$ 2,000,000 Products-Completed Operations Aggregate Limit Personal and Advertising Injury Limit: \$ 1,000,000 Any One Person or Organization
(c) CINCINNATI INS. CO. EBA 067 43 61 01-01-2025 TO 01-01-2026	Automobile Liability Including: ☐ Owned Autos ☐ Non-Owned Autos ☐ Hired Autos ☒ Any Auto	Bodily Injury Liability Limit: \$ Each Person \$ Each Occurrence Property Damage Liability Limit: \$ Each Occurrence or Bodily Injury Liability and / or Property Damage Liability or Both Combined Limit: \$ 1,000,000 Each Occurrence

(d)	Professional	\$	
		\$	Aggregate

(e)	CINCINNATI INS. CO.	Employee Benefit Liability	\$	1,000,000	Each Employee Limit
	EPP 067 43 61		\$	3,000,000	Aggregate Limit
	01-01-2025 TO 01-01-2026				

(f)		Liquor Liability	\$		Each Common Cause Limit
			\$		Aggregate Limit

Other

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

US101	09/20	COMMERCIAL UMBRELLA - TABLE OF CONTENTS
US4060	12/04	NOTICE TO POLICYHOLDERS COMMERCIAL UMBRELLA POLICY PROGRAM
US3010	09/20	CONTRACTORS LIMITATIONS - INCLUDING EXCESS WRAP-UP COVERAGE
US302	12/04	POLLUTANT EXCLUSION - OTHER THAN AUTO
US3043	09/17	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS ("EIFS") AND DIRECT-APPLIED EXTERIOR FINISH SYSTEMS ("DEFS") - BROAD FORM WITH SPECIFIED EXCEPTIONS
US3048	12/04	FUNGI OR BACTERIA EXCLUSION
US306	12/04	AUTO LIABILITY LIMITATION
US3065	05/06	EXCLUSION - EMPLOYER'S LIABILITY
US3093	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
US3124TX	10/20	COMMUNICABLE DISEASE EXCLUSION - TEXAS
US3146	09/22	CYBER LIABILITY EXCLUSION
US330	12/04	EXCLUSION OF NAMED DRIVER
US336	08/21	UNINSURED / UNDERINSURED MOTORIST EXCLUSION
US4062	11/05	MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICLE INSURANCE LAWS - LIMITATION
US407	09/20	EMPLOYEE BENEFIT LIABILITY
US4077TX	02/23	TEXAS CHANGES
US4096	01/21	AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT
US4098	04/10	OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT
US4153	06/22	AMENDMENT - DISTRIBUTION OR RECORDING OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

THE CINCINNATI INSURANCE COMPANY
COMMERCIAL UMBRELLA LIABILITY COVERAGE
PART DECLARATIONS

Previous Policy Number **EPP0674361**
Attached to and forming part of POLICY NUMBER **EPP 067 43 61** Effective Date: **01-01-2025**
NAMED INSURED is the same as it appears in the Common Policy Declarations unless another entry is made here.

LIMITS OF INSURANCE	
\$ 2,000,000 Each Occurrence Limit	\$ 2,000,000 Aggregate Limit
ADVANCE PREMIUM \$ 27,668	
Applicable to Premium, if box is checked:	
☒ Subject to Annual Adjustment	
☐ Subject to Audit (see Premium Computation Endorsement for Rating Basis)	

SCHEDULE OF UNDERLYING INSURANCE		
Insurer, Policy Number & Period:	Underlying Insurance:	Underlying Limits:
(a) TX MUTUAL INSURANCE CO 0001118856 01-01-2025 TO 01-01-2026	Employer's Liability	Bodily Injury by Accident: \$ 1,000,000 Each Accident Bodily Injury by Disease: \$ 1,000,000 Each Employee Bodily Injury by Disease: \$ 1,000,000 Policy Limit
(b) CINCINNATI INS. CO. EPP 067 43 61 01-01-2025 TO 01-01-2026	☒ Commercial General Liability Including: ☒ Products-Completed Operations Coverage ☐ Cemetery Professional ☐ Druggist Professional ☐ Funeral Service Provider ☐ Pedorthists Professional or ☐ Business Liability Including: ☐ Funeral Service Provider ☐ Druggist Professional	Bodily Injury and Property Damage Liability: \$ 1,000,000 Each Occurrence Limit \$ 2,000,000 General Aggregate Limit \$ 2,000,000 Products-Completed Operations Aggregate Limit Personal and Advertising Injury Limit: \$ 1,000,000 Any One Person or Organization
(c) CINCINNATI INS. CO. EBA 067 43 61 01-01-2025 TO 01-01-2026	Automobile Liability Including: ☐ Owned Autos ☐ Non-Owned Autos ☐ Hired Autos ☒ Any Auto	Bodily Injury Liability Limit: \$ Each Person \$ Each Occurrence Property Damage Liability Limit: \$ Each Occurrence or Bodily Injury Liability and / or Property Damage Liability or Both Combined Limit: \$ 1,000,000 Each Occurrence

(d)	Professional	\$	
		\$	Aggregate

(e)	CINCINNATI INS. CO. EPP 067 43 61 01-01-2025 TO 01-01-2026	Employee Benefit Liability	\$ 1,000,000	Each Employee Limit
			\$ 3,000,000	Aggregate Limit
(f)		Liquor Liability	\$	Each Common Cause Limit
			\$	Aggregate Limit

Other

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

US101	09/20	COMMERCIAL UMBRELLA - TABLE OF CONTENTS
US4060	12/04	NOTICE TO POLICYHOLDERS COMMERCIAL UMBRELLA POLICY PROGRAM
US3010	09/20	CONTRACTORS LIMITATIONS - INCLUDING EXCESS WRAP-UP COVERAGE
US302	12/04	POLLUTANT EXCLUSION - OTHER THAN AUTO
US3043	09/17	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS ("EIFS") AND DIRECT-APPLIED EXTERIOR FINISH SYSTEMS ("DEFS") - BROAD FORM WITH SPECIFIED EXCEPTIONS
US3048	12/04	FUNGI OR BACTERIA EXCLUSION
US306	12/04	AUTO LIABILITY LIMITATION
US3065	05/06	EXCLUSION - EMPLOYER'S LIABILITY
US3093	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
US3124TX	10/20	COMMUNICABLE DISEASE EXCLUSION - TEXAS
US3146	09/22	CYBER LIABILITY EXCLUSION
US330	12/04	EXCLUSION OF NAMED DRIVER
US336	08/21	UNINSURED / UNDERINSURED MOTORIST EXCLUSION
US4062	11/05	MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICLE INSURANCE LAWS - LIMITATION
US407	09/20	EMPLOYEE BENEFIT LIABILITY
US4077TX	02/23	TEXAS CHANGES
US4096	01/21	AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT
US4098	04/10	OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT
US4153	06/22	AMENDMENT - DISTRIBUTION OR RECORDING OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

Endurance American Insurance Company

(Wilmington, Delaware)

Policy No. EXC30076010500
Renewal of New

COMMERCIAL EXCESS LIABILITY DECLARATIONS PAGE

1. NAMED INSURED AND ADDRESS:

Green Teams, Inc.
Per Underlying Insurance
731 Industrial Boulevard
Bryan, TX 77803

2. POLICY PERIOD:

12:01 a.m. Standard Time at the address of the
Insured shown at the left
From: 01/01/2025 **To:** 01/01/2026

**IN RETURN FOR PAYMENT OF THE
PREMIUM AND SUBJECT TO ALL TERMS
OF THIS POLICY, WE AGREE WITH YOU
TO PROVIDE THE INSURANCE AS STATED
IN THIS POLICY.**

PRODUCER'S NAME AND ADDRESS:

CRC Insurance Services, Inc.
7557 Rambler Road
Suite 300
Dallas, TX 75231

3. PREMIUM:	Total Advance Premium	\$ 40,000
	Service Charge	N/A
	Taxes	N/A
	Surcharge	N/A
	Total	\$ 40,000

BASIS OF PREMIUM: Non-Auditable (X) Auditable ()

4. LIMITS OF INSURANCE:	\$ 3,000,000	Each Occurrence Limit
	\$ 3,000,000	Aggregate Limit (Where Applicable)

These Limits of Insurance apply in excess of the "underlying limits of insurance" indicated in Item 5. of the Declarations.

5. UNDERLYING INSURANCE:

See attached schedule

6. FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule EXL 0101.



Authorized Representative

ISSUING OFFICE:

12222 Merit Drive, Suite 950
Dallas, TX 75251

FORMS AND ENDORSEMENT SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

Form Number	Form Name
EXL 0001 0615	Commercial Excess Liability Declarations Page
EXL 1302 0610	Claim Notice with Eclaim Notice
EXL 0102 0606	Schedule of Underlying Policies
EXL 6001 0813	Absolute Asbestos Exclusion
EXL 0506 0318	Care, Custody or Control Exclusion
IL 0011 0320	Communicable Or Infectious Disease Exclusion Endorsement
EXL 0573 0606	Cyber Liability Exclusion
EXL 0509 0606	Exclusion for Mold and Other Naturally-Occurring Contaminants
EXL 0516 0610	Exclusion-Violation of Information Statutes
EXL 0538 0813	Following Form Pollution Exclusion
EXL 0513 0606	Lead Exclusion
EXL 6066 0817	Nuclear Energy Liability Exclusion
EXL 6088 0813	Silica, Silica-Related or Mixed Dust Exclusion
EXL 0537 1206	Uninsured/Underinsured Motorist Exclusion
EXL 0562 0606	War Liability Exclusion
EXL 6126 0214	Wrap-Up and Project Specific Program Exclusion
EXL 3044 0318	Bankruptcy or Insolvency Condition Endorsement
IL 1201 0115	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts
IL 1313 1220	TRIA Rejection of Offer
EXL 0934 0813	Texas Changes - Cancellation and Nonrenewal
EXL 1094 0407	Texas Changes
PN 04TX 0407	Exclusion - Lead Texas - Notice to Policyholders
PN 0025 0324 TX	Texas - Important Notice
EXL 0203 0813	Excess Liability Coverage Follow Form (Short Form)
IL 1007 1222	Signature Page
PN 0001 0721	U.S. Treasury Department's Office of Foreign Assets Control (OFAC)

SCHEDULE OF UNDERLYING POLICIES

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
Cincinnati Insurance Company On File with Company 01/01/2025 - 01/01/2026	Umbrella	\$ 2,000,000 Each Occurrence \$ 2,000,000 Aggregate Excess of Primary

Endurance American Insurance Company

(Wilmington, Delaware)

Policy No. EXC30076010500

Renewal of New

COMMERCIAL EXCESS LIABILITY DECLARATIONS PAGE

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Green Teams, Inc.
Per Underlying Insurance
731 Industrial Boulevard
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**IN RETURN FOR PAYMENT OF THE
PREMIUM AND SUBJECT TO ALL TERMS
OF THIS POLICY, WE AGREE WITH YOU
TO PROVIDE THE INSURANCE AS STATED
IN THIS POLICY.**

PRODUCER'S NAME AND ADDRESS:

CRC Insurance Services, Inc.
7557 Rambler Road
Suite 300
Dallas, TX 75231

3. PREMIUM:	Total Advance Premium	\$ 40,000
	Service Charge	N/A
	Taxes	N/A
	Surcharge	N/A
	Total	\$ 40,000

BASIS OF PREMIUM: Non-Auditable (X) Auditable ()

4. LIMITS OF INSURANCE:	\$ 3,000,000	Each Occurrence Limit
	\$ 3,000,000	Aggregate Limit (Where Applicable)

These Limits of Insurance apply in excess of the "underlying limits of insurance" indicated in Item 5. of the Declarations.

5. UNDERLYING INSURANCE: See attached schedule

6. FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule EXL 0101.



Authorized Representative

ISSUING OFFICE:

12222 Merit Drive, Suite 950
Dallas, TX 75251

SCHEDULE OF UNDERLYING POLICIES

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
Cincinnati Insurance Company On File with Company 01/01/2025 - 01/01/2026	Umbrella	\$ 2,000,000 Each Occurrence \$ 2,000,000 Aggregate Excess of Primary

EXHIBIT D
PLANS AND SPECIFICATIONS

If the plans and specifications from the RFP/CSP are not physically inserted here, then they are fully incorporated into this contract by reference.

If the plans and specifications of ITB 25-095 are not physically inserted here, then they are fully incorporated into this contract by reference.

EXHIBIT E
CONSTRUCTION SCHEDULE

SUBSTANTIAL COMPLETION IS 60 DAYS FROM NOTICE TO PROCEED

EXHIBIT F
SCHEDULE OF VALUES

Construction project will consist of Base Bid with Alternates 1 & 2 for tree planting and irrigation cost. City owned trees will be provided for planting.



COOLING COLLEGE STATION TREE PLANTING AND IRRIGATION SERVICES 25-095

City of College Station



MAKE LIFE BEAUTIFUL

Green Teams Inc. was founded in 1975 by Len and Diana Gallagher with a simple mission: to bring life to indoor environments through the care and maintenance of interior potted plants. What began as a small, locally focused interior plant service has grown into a full-scale commercial landscaping company.

Over the past 50 years, Green Teams has expanded its services to include large-scale landscape maintenance, landscape design, landscape construction, irrigation, arbor care, and interiorscapes. Today, under the leadership of CEO Tucker Gallagher, Green Teams operates multiple divisions with over 165 full-time employees, over 400 properties within a 2 hour radius from homebase, and a current annual budget of \$15M.

With deep roots in the Brazos Valley, Green Teams has built long-standing partnerships with municipalities, institutions, and developers. Our team has successfully completed millions of dollars in landscape projects, including more than 30 for Texas A&M University and Blinn College. We are known for our integrity, commitment to quality, our responsive service, and our ability to quickly mobilize crews to meet demanding timelines.



CERTIFICATIONS AND ACCREDITATIONS

Licensed Landscape Irrigator (LI)

Texas Commission on Environmental Quality (TCEQ)

Texas Certified Landscape Associate (TCLA)

Licensed Commercial Pesticide Applicator (TDA)

Texas Nursery Landscape Association Member (TNLA)

OSHA 30 Certified

Texas Turfgrass Association (TTA)

Texas Certified Landscape Professional (TCLP)

Certified Arborist (ISA)

National Association of Landscape Professionals (NALP)

Aggie Horticulture (AH)

CONTRACTOR'S PROPOSAL

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

**BID SUMMARY
BID NO. 25-095**

The Undersigned proposes to furnish all labor, materials, equipment and services necessary for performing all operations in connection with installation of trees (City provided) and irrigation as set out by the Specifications, in strict accordance with the Contract Documents.

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

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

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

Tree Planting and Irrigation Installation:

Base Bid: \$ 189,134.00

Alternates for Detention Pond Planting:

Alternate 1 \$ 3,260.02

Alternate 2 \$ 7,079.17

Alternate 3 \$ 2,976.54

Alternate 4 \$ 6,463.59

Total Alternate Cost: \$ 19,779.32

CALENDAR DAYS: TOTAL number of calendar days to substantial completion 60 Days.

Number of Addenda is hereby acknowledged AC

Company Name: Green Teams, Inc

Signed By: Allie Colom

Printed Name: Allie Colom

CITY OF COLLEGE STATION
 BID TABULATION #25-095
 "City of College Station Tree Planting and Irrigation Installation"
 Bid Opening: Wednesday, August 20, 2025 @ 2:00 pm CT

					Green Teams, Inc
BASE BID SCHEDULE -TREE PLANTING AND IRRIGATION INSTALL					
NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization/General Requirements of Contract	1	LS	\$5,940.00	\$5,940.00
2	Per tree planting cost for 30-gallon trees, this cost should include all supplies and materials to plant trees including planting soil, tree stakes, and mulch.	484	EA	\$141.74	\$68,602.16
3	Per tree cost to install irrigation per specifications	484	EA	\$236.76	\$114,591.84
4	City provided materials (30 gallon trees) Estimated cost	484	EA	\$125.00	
SUB TOTAL TREE PLANTING AND IRRIGATION INSTALL					\$189,134.00
TOTAL BASE BID + CITY OWNED MATERIALS					\$314,134.00
ALTERNATE PRICE FOR DETENTION POND PLANTING					
NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Alternate 1 - Edelweiss Gartens Park - Lower Detention Planting				
1-A	Deduct from Base Bid Line 2 - Tree Planting	-23	EA	\$141.74	-\$3,260.02
1-A	ADD - Edelweiss Gartens Park - Lower Detention Planting Per tree planting cost for 30-gallon trees, this cost should include all supplies and materials to plant trees including planting soil, tree stakes, and mulch.**	23	EA	\$141.74	\$3,260.02
1-B	Deduct from Base Bid Line 3 - Irrigation	-23	EA	\$236.76	-\$5,445.48
1-B	ADD - Edelweiss Gartens Park - Lower Detention Planting Per tree cost to install irrigation per specifications.***	23	EA	\$307.79	\$7,079.17
ALTERNATE 1 - TOTAL					\$1,633.69
2	Alternate 2 - Edelweiss Gartens Park - Lower Detention Planting				
2-A	Deduct quantity from Line 2 - Tree Planting	-21	EA	\$141.74	-\$2,976.54
2-A	Add- Edelweiss Park Detention Planting Per tree planting cost for 30-gallon trees, this cost should include all supplies and materials to plant trees including planting soil, tree stakes, and mulch.**	21	EA	\$141.74	\$2,976.54
2-B	Deduct from Line 3 - Irrigation	-21	EA	\$236.76	-\$4,971.96
2-B	Edelweiss Park Detention Planting Per tree cost to install irrigation per specifications. ***	21	EA	\$307.79	\$6,463.59
ALTERNATE 2 - TOTAL					\$1,491.63
SUBTOTAL ALTERNATE 1 + ALTERNATE 2					\$3,125.32
BASE BID + ALTERNATES 1 AND 2					\$192,259.32
TOTAL BASE BID (+ALTS) + CITY OWNED MATERIALS (TOTAL PROJECT COST FOR BONDING PURPOSES)					\$317,259.32
Four (4) bids were received					
*If there are discrepancies between unit prices and total, the unit price will prevail.					
Five (5) percent bid security					Y
Certification Page					Y
Contractor's Proposal Bid Form					Y
General/Sub - Contractor's Experience and Data Information					Y
References					Y

CITY OF COLLEGE STATION
 BID #25-095
 City of College Station Tree Planting and Irrigation Installation
 Bid Opening: Wednesday, August 20, 2025 @ 2:00 pm CT

The Undersigned proposes to furnish all labor, materials, equipment and services necessary for performing all operations in connection with installation of trees (City provided) and irrigation services as set out by the Specifications, in strict accordance with the Contract Documents. The City reserves the right to award by item, sections or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

BASE BID SCHEDULE -TREE PLANTING AND IRRIGATION INSTALL

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization/General Requirements of Contract	1	LS	\$ 5,940.00	\$ 5,940.00
2	Per tree planting cost for 30-gallon trees, this cost should include all supplies and materials to plant trees including planting soil, tree stakes, and mulch.	484	EA	\$ 141.74	\$ 68,602.16
3	Per tree cost to install irrigation per specifications	484	EA	\$ 236.76	\$ 114,591.84
4	City provided materials (30 gallon trees) Estimated cost	484	EA	\$125,000	
SUB TOTAL TREE PLANTING AND IRRIGATION INSTALL					\$ 189,134.00

ALTERNATE PRICE FOR DETENTION POND PLANTING

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Edelweiss Gartens Park - Lower Detention Planting Per tree planting cost for 30-gallon trees, this cost should include all supplies and materials to plant trees including planting soil, tree stakes, and mulch.**	23	EA	\$ 141.74	\$ 3,260.02
2	Edelweiss Gartens Park - Lower Detention Planting Per tree cost to install irrigation per specifications.***	23	EA	\$ 307.79	\$ 7,079.17
3	Edelweiss Park Detention Planting Per tree planting cost for 30-gallon trees, this cost should include all supplies and materials to plant trees including planting soil, tree stakes, and mulch.**	21	EA	\$ 141.74	\$ 2,976.54
4	Edelweiss Park Detention Planting Per tree cost to install irrigation per specifications. ***	21	EA	\$ 307.79	\$ 6,463.59
SUB TOTAL ALTERNATE COST FOR DETENTION POND PLANTING					\$ 19,779.32

BASE BID - ALTS					\$ 169,354.68
TOTAL COST FOR ALTS + MODIFIED BASE BID					\$ 314,134.00

*See project specifications sheet for specific details on all project actions, materials and requirements.

** IF the alternate detention pond plantings are accepted the overall planting price in the base bid will be modified by the respective quantity selected.

*** IF the alternate detention pond plantings are accepted the overall irrigation price in the base bid will be modified by the respective quantity selected.

Company Name: Green Teams, Inc

Signed By: Allie Colom

Printed Name: Allie Colom

CONTRACTOR DATA SHEET

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

Name of Company: Green Teams, Inc

Company Years in Business: 50 years

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

Project	Municipality	\$ Amount	Type	Date
Landscape Maintenance	City of Bryan	\$656,516.00	Maintenance	2020 to 2025
Landscape Maintenance	City of College Station	\$1,108,394.00	Maintenance	2022 to 2025
WA Tarrow Park Irrigation	City of College Station	\$18,110.02	Irrigation Install	06-2024
CS Cemetery/Bee Creek Park Irrigation	City of College Station	\$16,000.00	Irrigation Install	07-2025
Legends Event Center	City of Bryan	\$767,542.00	Tree, Irrigation Install	06-2024
Midtown Park Phase 8A	City of Bryan	\$614,552.00	Plant, Irrigation Install	10-2024

Superintendent & Project Manager Information

Include Superintendent proposed for the project, years of experience as superintendent,
project manager proposed for the project, and years experience as project manager

Superintendent	Years Experience	Projects
Lalo Rodriguez	35	Aggie Park, Cities of Bryan & CS
Alton Kral	39	Aggie Park, Cities of Bryan & CS

Project Manager	Years Experience	Projects
Shane Hegefeld	6	Cities of Bryan & College Station
Seth Flowers	15	Baylor Scott & White
Tucker Gallagher	25	Aggie Park, Midtown, etc.
Allie Colom	5	Cities of Bryan & College Station

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

1. Legends Event Center

Marcus Walker

979-209-5227

Cullen Schoener -Spawglass

979-320-4411

2. Midtown Park Ph 8A

Marcus Walker

979-209-5227

Jared Spivey -Spawglass

979-595-4781

3. City of CS Tarrow Park Irrigation

Stephan Richardson

979-219-2507

4. City of CS Cemetery and Bee Creek

Park Irrigation

Stephan Richardson

979-219-2507

5. TAMU Aggie Park

Tim Brown - Tellepsen

979-764-3485

CERTIFICATION

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement without modifications.

Signed By: Allie Colom Title: Landscape Enhancements Manager

Typed Name: Allie Colom Company Name: Green Teams, Inc

Phone No.: 979-823-7551 Fax No.: 979-822-3303

Email: allie@greenteamsinc.com

Bid Address:	<u>731 Industrial Blvd</u>	<u>Bryan</u>	<u>Texas</u>	<u>77803</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Order Address:	<u>731 Industrial Blvd</u>	<u>Bryan</u>	<u>Texas</u>	<u>77803</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Remit Address:	<u>731 Industrial Blvd</u>	<u>Bryan</u>	<u>Texas</u>	<u>77803</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Federal Tax ID No.: 74-2392069

DUNS No.: 14-850-3253

Date: 08-20-25

END OF BID #25-095

KNOW ALL BY THESE PRESENTS, That we, Green Teams, Inc.

of Bryan, TX

(hereinafter called the Principal), as Principal, and Suretec Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto City of College Station

(hereinafter called the Obligee) in the penal sum of **5% Maximum Amount of Bid** -----

Dollars (5% MAB)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Cooling College Station

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 20th day of August, 2025

Green Teams, Inc. (Seal)

Principal

Title

Witness

Suretec Insurance Company

By

Jennifer J. Biehle

Attorney-in-Fact

Helen V. Perez

Witness

JOINT LIMITED POWER OF ATTORNEY

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

Craig Parker, Nina K. Smith, Robert James Nitsche, Robert K. Nitsche, Gary Nitsche, Kenneth Nitsche, Jennifer J. Biehle

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

In Unlimited Amounts

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

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

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 15th day of August, 2024.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

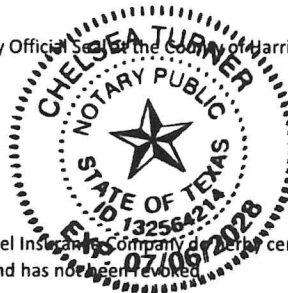
By:

Lirdey Jennings, Vice President

State of Texas
County of Harris:

On this 15th day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By:

Chelsea Turner
Chelsea Turner, Notary Public
My commission expires 7/6/2028

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

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 20th day of August, 2025.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

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

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

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

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

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



1101 Texas Avenue
College Station, TX 77840
www.cstx.gov

SPECIFICATIONS FOR TREE PURCHASE AND DELIVERY
FOR
PARKS AND RECREATION COOLING COLLEGE
STATION PHASE II PROJECT

BID NO. 25-082

BID OPENING DATE: JULY 24, 2025 @ 2:00 P.M. CT

INTRODUCTION

Bids are being solicited for the purchase and delivery of 484 30-gallon trees to fulfill the City of College Station Parks and Recreation Cooling College Station Phase II project with the following definitions, terms and conditions of bidding. Should this bid contain the City's standard contract terms, conditions and insurance requirements, they will be attached as Exhibit A.

Electronic response packages, in the format prescribed herein, shall be uploaded to Brazos Valley e-Marketplace ("Bidding Portal") until 2:00 p.m. CT on Thursday, July 24, 2025. Bidders are solely responsible for ensuring bids are uploaded to the Bidding System prior to the stated deadline. Bids not submitted by the time the Bidding Portal officially closes this ITB will not be accepted by any other means. Click [here](#) for an online response tutorial.

In order to ensure a fair and objective evaluation, all questions and inquiries related to this Invitation for Bid shall be addressed in writing via the Q&A feature available through the **Bidding Portal**. The deadline for written questions is 2:00 p.m. CT on Thursday, July 17, 2025.

NOTE: Solicitation opportunities are posted on the Brazos Valley e-Marketplace ("Bidding Portal"). Some solicitations, but not all, are conducive to receipt of response packages via the Bidding Portal. Uploaded responses are encrypted and remain effectively locked until the due date and time. To download solicitation documents, upload proposals and submit questions online, vendors must be

registered with the **Bidding Portal**. To register, please visit the Brazos Valley e-Marketplace website and click on **Supplier Registration**. (Please note that the City of College Station is not responsible for high internet traffic/demand at or near the time the response packages are due and that firms submitting their response package during peak traffic times risk their submittal not being received by the due date and time.

DEFINITIONS, TERMS AND CONDITIONS

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of College Station Purchasing Services Division, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:

BID vs. PROPOSAL – For the purpose of this ITB, the terms “Bid” and “Proposal” shall be equivalent.

CITY OF COLLEGE STATION – Same as City.

CITY COUNCIL – The elected officials of the City of College Station, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

CONTRACTOR – The successful Bidder(s) of this bid request.

CITY – The government of the City of College Station, Texas.

NO-CONTACT PERIOD – The period of time from the date a bid is issued until a contract is executed. If the City withdraws the bid or rejects all bids with the stated intention to reissue the same or a similar bid for the same or similar project, the no-contact period continues during the time period between the withdrawal and reissue.

OWNER - City of College Station

SUB-CONTRACTOR – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.

SUPPLIER – Same as Contractor.

Acceptance

Upon acceptance and approval by the City Council, or their designated official, this bid effects a working contract between the City and the successful bidder for the period designated. A City of College Station Purchase Order is required prior to the delivery of any goods or services provided to the City. All bids will remain subject to acceptance, for 90 days after the date of the Bid opening.

Receipt of Bids

Bid packages must be uploaded to the Bidding Portal prior to the specified time and date to be accepted. Do not wait until the last minute to upload bid packages. Please allow no less than one (1) hour before the submission deadline to begin the upload process. Bid packages not submitted by the time the Bidding Portal officially closes this RFP will not be accepted by any other means.

Addenda

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written

specification by Owner's employees, unless such clarification of change is provided to bidders in written addendum form from the Purchasing Agent.

Addenda will be transmitted to all that are known to have received a copy of the bid documents and specifications. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda to check all avenues of document availability prior to the opening date and time. Bidder shall acknowledge receipt of all addenda.

Advertisement

The Invitation to Bid as advertised will be considered an inclusion of the specifications and conditions.

Applicable Laws

All bidders will comply with all Federal, State, and local laws relative to conducting business in the City of College Station. The laws of the state of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.

Assignments

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.

Award of Contract

A contract may be awarded to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider, but is not necessarily limited to, the following factors:

- a. Conformity to specifications;
- b. the purchase price, including payment discount terms;
- c. the reputation of the bidder and of the bidder's goods or services;
- d. the quality of the bidder's goods or services;
- e. the extent to which the goods or services meet the City's needs;
- f. the bidder's past relationship with the City;
- g. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- h. delivery terms;
- i. payment terms;
- j. availability of repair and maintenance parts;
- k. financial condition;
- l. products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;
- m. the total long-term cost to the City to acquire the bidder's goods or services; and
- n. any relevant criteria specifically listed in this request for bid.

Although the cost of products to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost.

Bidder Conduct

To ensure a fair, equitable and competitive bid process for all participating Bidders, during the No-Contact Period Bidders and individual(s) acting on a Bidder's behalf are prohibited from communicating with any City official, City employee or City agent other than the authorized contact person(s) in the Purchasing Division.

This prohibition expressly includes any communication with any City Official, City employee or City agent that is intended to or that is reasonably likely to:

- a) advance the interests of the Bidder;
- b) discredit the bid of another Bidder;
- c) encourage the City to cancel the Bid process;
- d) encourage the City to reject all of the bids received; or
- e) directly or indirectly ask, influence or persuade any City official, City employee, City agent or City board, committee or body to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision or agenda item regarding the Bid.

Bidders may be disqualified and rejection of Bid may be recommended for violating this provision. Further, Bidders violating this section may be subject to the City's Vendor Suspension and Debarment Policy.

This provision does not prevent a Bidder from filing a formal bid protest in accordance with the City's policy and procedures, making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action or to a City Council committee convened to discuss a recommendation regarding the Bid. See Chapter 17 of the online [Purchasing Policy Manual](#) for details regarding Bid Protests.

Brand Names

Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal."

Business Practices

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Cancellation

The City reserves the right to cancel this contract or any portion thereof immediately should supplier's delivery or service be unsatisfactory or for suppliers failure to comply with terms stated in contract.

Certification

Certification of Bid form must be fully completed and submitted within bid packages. Bids lacking the required Certification of Bid form may be considered non-response and may be rejected.

Collusion

Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that particular bid solicitation or request.

Communication

The City shall not be responsible for any verbal communication between any employee of the City and potential bidder(s). Only written specifications and price quotations will be considered.

Confidentiality

Public agencies in Texas are subject to the Public Information Act.

Delivery

All prices quoted shall be F.O.B. City of College Station. No freight or delivery charges will be accepted unless shown on bid.

Electronic Documents

Bidders may be supplied with the original documents in electronic form to aid in the preparation of bid(s). By accepting these electronic documents, Bidders agree not to edit or change the language or format of these documents. Submission of a proposal by Bidder signifies full agreement with this requirement.

Exceptions

The bidder will note any exceptions to the conditions of this bid on company letterhead. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

Financial Condition

Contractor must provide audited financial statements, if requested, to the City.

Fiscal Funding

This contract includes fiscal funding provisions. If, for any reason, funds are not appropriated to continue this contract, said contract shall become null and void.

Forms

Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person signing the proposal. When discrepancies occur between words and figures, the words shall govern.

Indemnification

The successful bidder agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

Independent Contractor

Nothing in this bid is intended nor shall be construed to create an employer/employee relationship between the contracting parties.

Insurance

Successful bidder agrees to provide proof of insurance meeting the City's requirements as detailed in Exhibit A.

Interlocal Agreement

Successful bidder agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City of College Station.

Management

Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

Notification

The City of College Station uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include: City of College Station website or the City of College Station Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. City of College Station accepts no responsibility for the receipt or notifications of solicitations through any other source.

Payment Terms

Invoices must be submitted by the vendor in duplicate to the City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973. To submit invoices via electronic mail, please use the following address: vendorinvoiceentry@cstx.gov . If invoices are subject to cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery and billing unless otherwise specified or mutually agreed upon before orders are placed. The City will not be liable for payment of invoices received six (6) months after order completion.

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. The City's decision to use the virtual card payment method will be discussed with the bidder recommended for award prior to the execution of an agreement or purchase order. The City may also choose by written agreement to use electronic funds transfers for payments. If so, vendors must complete an authorization form and submit it to our Accounts Payable Division. Forms may be requested from and submitted to Accounts Payable via email at vendorinvoiceentry@cstx.gov.

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.

Priority of Documents

In the event there are inconsistencies between the general provisions and other bid terms or conditions contained herein, the latter will take precedence.

Prompt Payment

Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid proposal form. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.

Quantities

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit prices bid.

Reimbursements

There is no expressed or implied obligation for the City of College Station to reimburse responding firms for any expenses incurred in preparing bids in response to this Invitation to Bid and the City of College Station will not reimburse responding firms for these expenses, nor will the City of College Station pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

Reservations

The City reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the City. The City reserves the right to reject any bid that does not fully respond to each specified item.

Samples

Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall upon request be returned at the bidder's expense.

Satisfaction

Acceptance of merchandise, work, or equipment provided shall be made by the City at the sole discretion of the City Council. All terms and conditions of the contract, and specifications must be satisfactorily met; including the submission to the City of any and all documentation as may be required before award recommendation will be submitted to City Council.

Severability

The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

Standard Contracts

Should this bid include any of the City's Standard Contracts (Attachment A), all bidders shall be required to thoroughly read and understand the terms, conditions and provisions in these documents. The successful bidder shall be responsible for compliance with these terms and conditions. In the event that this bid is awarded to your company, the executed contract and purchase order subsequently issued will become the official documents to supply product(s) or services(s) to City. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to City Council. Any exceptions taken to City's standard contracts may cause bid to be considered non-responsive.

Tax Exempt

Owner is exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.

Title and Risk of Loss

Title and Risk of Loss of the goods shall not pass to the City until the City actually accepts and takes possession of the goods at the point or points of the delivery.

Unit Prices

Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The Owner reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

Venue

Any resulting contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas

Withdrawal

Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time, provided the request for withdrawal submitted to the Purchasing Agent in writing. Owner reserves the right to reject any and all bids by reason of this request.

Personal Interest

College Station City Charter Article XII: General Provision; Section 116. Members of the City Council and officers and employees of the City shall comply with state law pertaining to conflicts of interest of local government officials, including TEXAS LOCAL GOVERNMENT CODE, Chapter 171. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge expressed or implied of the person or corporation contracting with the City shall render the contract voidable by the City Council or City Manager.

Disclosure of Interested Parties

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

For purposes of this section, the following definitions apply:

"Interested party" means a person who has a controlling interest in a business entity with whom the City contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker intermediary, advisor, or attorney for the business entity.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Intermediary," means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. Receives compensation from the business entity for the person's participation;
2. Communicates directly with the City on behalf of the business entity regarding the contract; and
3. Is not an employee of the business entity.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

The City, in turn, will electronically acknowledge the filed Form 1295 not later than the 30th day after the date the City receives the Form 1295 from the business entity. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website.

Assembly

The unit(s) shall be completely assembled, adjusted, and all equipment including standard and supplemental equipment installed, and the unit made ready for continuous operation unless otherwise specified in bid document. All equipment, parts and supplies furnished shall be new and unused.

Bid Literature

Bidders must submit with their bid, or have on file the latest printed literature and detailed specifications on equipment or material the bidder proposes to furnish. Any catalog, brand name, or manufacturer's reference used is considered to be descriptive-not restrictive and is indicative of the type and quality the City desires to purchase.

Delivery

All deliveries are to be made F.O.B. City of College Station, ATTN Central Receiving, 1601 Graham Road, College Station, TX 77845, during regular working days, and between the hours of 8:00 a.m. and 4:00 p.m., unless otherwise requested by the City.

Regulations and Standards

The unit(s) provided shall meet or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture.

Vendor's Sales Territory

City waives any responsibility or liability for vendors bidding products or services "outside" their authorized territory by manufacturer or product line. Any vendor bidding outside an approved manufacturer line does so at his own risk and discretion. Vendor shall comply with all sales terms according to original bid and purchase order regardless of claim or dispute with product line representatives.

Warranty

Warranty shall be for both labor and materials for a minimum period of one (1) year on any products or services provided to the City, unless specified and agreed upon otherwise.

Workmanship

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

Variations

Any variation from these specifications must be indicated on the Bid or on a separate attachment to the Bid. This sheet shall be labeled as such.

To fulfill the City of College Station Parks and Recreation Cooling College Station Plan Phase 2, the department needs to purchase a total Quantity of 484 30-gallon trees and have them delivered to W.A. Tarrow, Central Park, and Southwood locations. Project estimate \$125,000.

A mixture of large native shade trees, and smaller native understory or support trees are needed.

A quantity of 267 shade trees are needed with the following variety of each species: Cedar Elm, American Elm, Bur Oak, Shumard Oak, American Sycamore, Red Maple, Sugarberry Hackberry, Blackjack Oak, Over Cup Oak, Willow Oak, Native Pecan, Red Maple, and Loblolly Pines.

A quantity of 217 support trees are needed with the following variety of understory or small support trees with the following variety of each species: Mexican Buckeye, Mexican Plum, Dessert Willow, Texas Persimmon, Cherry Laurel, Texas Red Bud, Eastern Red Bud, River Birch, Shinning Sumac, Eve's Necklace, and Western Soap Berry.

Bids with non-native trees, and invasive trees will be rejected. Trees must be free from invasive or non-native plant seeds.

Should any trees be damaged upon arrival, the awarded vendor will need to replace the damaged tree(s) at no cost.

Alternate bids on similar or comparable tree products of any manufacturer or vendor equal to the products described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City of College Station shall be the sole judge on whether the alternate product is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

Should substitutions/alternates be proposed for similar or comparable tree products, please submit a request in writing via the Q&A feature available through the Bidding Portal for approval of substitutions/alternates prior to bid submittal. The deadline for written questions is 2:00 p.m. CT on Thursday, July 17, 2025.

MICROSOFT TEAMS MEETING INSTRUCTIONS

Scheduled solicitation meetings will be accessible to the public via Microsoft Teams (Teams) meeting. Attendees are not required to download the Teams application to participate. Participants, who either have not downloaded the application or do not have a Teams account, may join meetings through their web browser by clicking on the meeting hyperlinks. When the launch page opens, click on the “join from your browser” link. Participants may also join Zoom meetings via telephone.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 256 310 585 730

Passcode: cM2jGz

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[Learn More](#) | [Meeting options](#)

MICROSOFT TEAMS MEETING ACCESS INFORMATION

Bid Opening 25-082 Tree Purchase and Delivery for Cooling College Station Phase II

Thursday, July 24, 2025, at 2:00 p.m. CST

[Join the meeting now](#)

Meeting ID: 227 946 984 726 5

Passcode: aa3Cz2eB

**CONTRACTOR'S PROPOSAL
AND
ALTERNATES (if applicable)
BID SUMMARY
BID NO. 25-082**

The Undersigned proposes to furnish all labor, services, and materials necessary for the purchase and delivery of shade trees and support trees as set out by the Specifications, in strict accordance with the Contract Documents.

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

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

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

Tree Purchase & Delivery for Cooling College Station Phase II:

Total Tree Bid \$ 101,320.00

Alternate Total: \$ _____

CALENDAR DAYS: TOTAL number of calendar days to substantial completion 30 Days.

Number of Addenda is hereby acknowledged N/A

Company Name: SiteOne Landscape Supply

Signed By: Rosalin Santiago

Printed Name: Rosalin Santiago

CITY OF COLLEGE STATION
BID #25-082
TREE PURCHASE and DELIVERY
For

PARKS AND RECREATION COOLING COLLEGE STATION PHASE II
Bid Opening: Thursday, July 24, 2025 @ 2:00 pm CT

The Undersigned proposes to furnish all labor, services, and materials necessary for the purchase and delivery of shade trees and support trees as set out by the Specifications, in strict accordance with the Contract Documents. The City reserves the right to award by item, sections or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

TREE PURCHASE: QUANTITY 267, 30-GALLON SHADE TREES

Item	Quantity	UOM	Description	Unit Price Per Tree	TotalCost
1	20	EA	Cedar Elm	\$ 190.00	\$ 3,800.00
2	20	EA	American Elm	\$ 205.00	\$ 4,100.00
3	20	EA	Bur Oak	\$ 195.00	\$ 3,900.00
4	20	EA	Shumard Oak	\$ 195.00	\$ 3,900.00
5	20	EA	American Sycamore	\$ 205.00	\$ 4,100.00
6	20	EA	Red Maple	\$ 195.00	\$ 3,900.00
7	21	EA	Sugarberry Hackberry	\$ 205.00	\$ 4,305.00
8	21	EA	Blackjack Oak	\$ 215.00	\$ 4,515.00
9	21	EA	Over Cup Oak	\$ 215.00	\$ 4,515.00
10	21	EA	Willow Oak	\$ 195.00	\$ 4,095.00
11	21	EA	Native Pecan	\$ 275.00	\$ 5,775.00
12	21	EA	Red Maple	\$ 195.00	\$ 4,095.00
13	21	EA	Loblolly Pines	\$ 185.00	\$ 3,885.00

SUB-TOTAL SHADE TREES \$ **54,885.00**

SHADE TREE TOTAL DELIVERY COST \$ **-**

TREE PURCHASE: QUANTITY 217, 30-GALLON SUPPORT TREES

14	20	EA	Mexican Buckeye	\$ 195.00	\$ 3,900.00
15	20	EA	Mexican Plum	\$ 195.00	\$ 3,900.00
16	20	EA	Dessert Willow	\$ 215.00	\$ 4,300.00
17	20	EA	Texas Persimmon	\$ 215.00	\$ 4,300.00
18	20	EA	Cherry Loral	\$ 195.00	\$ 3,900.00
19	20	EA	Texas Red Bud	\$ 240.00	\$ 4,800.00
20	20	EA	Eastern Red Bud	\$ 240.00	\$ 4,800.00
21	20	EA	River Birch	\$ 195.00	\$ 3,900.00
22	19	EA	Shinning Sumac	\$ 225.00	\$ 4,275.00
23	19	EA	Eve's Necklace	\$ 225.00	\$ 4,275.00
24	19	EA	Western Soap Berry	\$ 215.00	\$ 4,085.00

SUB-TOTAL SUPPORT TREES \$ **46,435.00**

SUPPORT TREE TOTAL DELIVERY COST \$ **-**

TOTAL COST FOR TREES AND DELIVERY \$ **101,320.00**

Company Name: SiteOne Landscape Supply

Signed By: Rosalin Santiago

Printed Name: Rosalin Santiago

FOB: College Station, TX

DELIVERY DATE: 3-10 (calendar days)

TERMS: Net 30

PLEASE SELECT A METHOD OF PAYMENT:

☒ 1) PAYMENT TERMS: Net 30
(Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

☐ 3) PROMPT PAYMENT DISCOUNT: _____ % 10 days
(e. g. 1% 10 days, 2% 10 days)

* Plants and trees
are subject to
availability at time
of order.

* minimum order requirement:
full truck quantities

* pricing valid for 90 days

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: Rosalin Santiago Title: Sr. Bid Rep

Typed Name: Rosalin Santiago Company Name: SiteOne Landscape Supply

Phone No.: 216-706-9250 Fax No.: 248-581-1433

Email: bids@SiteOne.com

Bid Address: 1385 East 36th St. Cleveland OH 44114
P.O. Box or Street City State Zip

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

Remit Address: 24110 Network Place Chicago, IL 60673
P.O. Box or Street City State Zip

Company is a publicly traded business entity, including a wholly owned subsidiary of the business entity: ☐ Yes ☐ No

Federal Tax ID No.: 36-4485550

DUNS No.: 18 0055774

Date: 7/21/25

END OF ITB #25-082

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

SiteOne Landscape Supply, LLC
Cleveland, OH United States

Certificate Number:
2025-1336988

Date Filed:
07/15/2025

Date Acknowledged:

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

City of College Station

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

25-082
Tree purchase and delivery

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Rosalin Santiago, and my date of birth is 6/24/1982.

My address is 1385 East 36th St., Cleveland, OH, 44114, USA.
(city) (state) (zip code) (country)

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

Executed in Cuyahoga County, State of Ohio, on the 21st day of July, 2025.
(month) (year)

Rosalin Santiago

Signature of authorized agent of contracting business entity
(Declarant)

Supplier Information

Company Name: SiteOne Landscape Supply

Contact Name: Bids Department

Address: 1385 East 36th St.
Cleveland, OH 44114

Phone: 216-706-9250

Fax: 248-581-1433

Email: bids@SiteOne.com

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Rosalin Santiago

Print Name

Rosalin Santiago

Signature



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

ADDENDUM NO. 1
ITB NO. 25-082

Date: July 15, 2025

To: All Interested Parties

From: Josie Urrutia, Buyer

Re: Tree Purchase & Delivery for Parks and Recreation Cooling College Station Phase II

The following information related to ITB No. 25-082 is hereby made a part of the Bid Documents for the above referenced project as fully and as completely as though the same were included therein.

Additions, Deletions or Clarifications:

1. Is the trees installation and watering/irrigation included in the bid scope of work?
No, there will be a separate bid for installation, water, and irrigation.
2. Please attach the city insurance requirements as detailed in Exhibit A.
This bid does not contain the City's standard contract since it is for the purchase of trees. A Contract with insurance will not be required. A Purchase Order will be issued to the awarded vendor.
3. Supply and Delivery is all the vendor is responsible for? There is no tree planting in this contract?
Correct, no tree planting required per this bid.
4. Is a 1-year warranty required on supply trees only as stated in the bid documents?
The one (1) year "warranty" language in the Special Provisions does not apply to this bid. No 1-year warranty required. The only requirement is healthy trees upon delivery.
5. Who is responsible for unloading the trees at delivery?
City staff will assist with unloading trees at delivery.

6. Instead of offering different tree species, can adjusted amounts of listed species be offered? Does that need pre-approval?

Adjusted amounts can be offered with a small variance (+/- 5) due to the nature of the product. Quantities, along with unit prices, will need to clearly be noted on the Bid form to be taken into consideration. The final decision on whether to accept a variance ultimately rests with the City.

Please acknowledge receipt of this addendum with signature and date and return with completed proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of this Addendum No. 1 is hereby acknowledged.

October 9, 2025

Item No. 7.6.

Rock Prairie Management District No. 2 Bond issuance resolution

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding adoption of a resolution granting consent to Rock Prairie Management District No. 2 for the sale and issuance of unlimited tax road bonds, series 2025, in an amount not to exceed \$2,750,000.

Relationship to Strategic Goals:

Diverse and Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends approval of the resolution granting consent to Rock Prairie Management District No. 2 for the sale and issuance of unlimited tax road bonds, series 2025, in an amount not to exceed \$2,750,000.

Summary: On July 9, 2015, the City Council passed Resolution No. 07-09-15-02 consenting to the creation of Rock Prairie Management District No. 2. On February 17, 2015, the City Council approved a Utility and Road Agreement between the City and the District which authorizes the District to issue, sell, and deliver bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner as permitted or provided by federal laws, the general laws of the State of Texas, and the above-referenced consent resolution. In order for the bond issuance to proceed, the District's bond order (authorizing resolution) authorizing the issuance of the bonds must be approved by the City Council to the extent the resolution is in compliance with the above-referenced consent resolution.

The District's representatives met with the City Manager's Office on September 11, 2025, to discuss the bond order, Notice of Sale, Preliminary Official Statement, and other information in preparation for this item. District representatives will be available at the council meeting to answer any questions.

Budget & Financial Summary: There is no financial impact to the City for the issuance of these bonds. Repayment is by residents and businesses located within Rock Prairie Management District No. 2. Bond proceeds will be used to finance roads, refunding, water, sanitary sewer, and drainage facilities within the District.

All infrastructure is designed and constructed in accordance with the City and County standards, rules, and regulations. Upon completion of construction, the District will convey the road facilities to the City for operation and maintenance, as described in the Utility Agreement.

Attachments:

1. 2025 Road Bonds - City Consent Resolution
2. August 14, 2025 Agenda for RPMD2
3. Bond - 2025 Road - DRAFT Bond Order (RPMD2)
4. Rock Prairie_ 2025 Letter to City re Bond Requirements
5. Rock Prairie MD 2_ 2025 Road POS (revised City Draft)
6. Rock Prairie MD_ 2025 Road NOS (Revised City Draft)

7. Rock Prairie MD 2_ 2025 BI 6 (Revised No Growth Cash Flow)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, GRANTING CONSENT TO ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2 FOR THE SALE AND ISSUANCE OF UNLIMITED TAX ROAD BONDS, SERIES 2025, IN AN AMOUNT NOT TO EXCEED \$2,750,000.

WHEREAS, the City of College Station, Texas (the "City") consented to the creation of Rock Prairie Management District No. 2 (the "District") on July 9, 2015, through Resolution No. 07-09-15-02, as amended (the "Consent Resolution"); and

WHEREAS, on February 17, 2015, the City Council of the City approved a Utility and Road Agreement between the City and the District (the "Utility Agreement") which authorizes the District to issue, sell, and deliver bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner as permitted or provided by federal law, the general laws of the State of Texas, and the Consent Resolution; and

WHEREAS, the Utility Agreement further requires that the authorizing resolution of the District's Board of Directors be approved by the City Council to the extent such resolution is in compliance with the Consent Resolution; and

WHEREAS, the District has requested the City's consent to the District's sale and issuance of Unlimited Tax Road Bonds, Series 2025, in an amount not to exceed \$2,750,000 (the "Bonds"); and

WHEREAS, the City Council has reviewed the District's request for consent to the sale and issuance of the Bonds and the certifications and documentation submitted by the District in support thereof, and has determined that the sale and issuance of the Bonds by the District complies with the terms of the Utility Agreement and Consent Resolution;

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

Section 1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. The City Council officially finds, determines, recites and declares that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 3. The City Council hereby consents to the sale and issuance of Unlimited Tax Road Bonds, Series 2025, in an amount not to exceed \$2,750,000, and the authorizing resolution of the District's Board of Directors.

Section 4. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by this the ____ day of _____, 2025.

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2

NOTICE OF PUBLIC MEETING

Notice is hereby given to all interested members of the public that the Board of Directors of the above captioned District will hold a regular public meeting at 4121 State Hwy 6 South, College Station, Brazos County, Texas 77845, said address being a meeting place of the District. The meeting will be held on **Thursday, August 14, 2025, at 2:00 p.m.** **The City Council of College Station, Texas may or may not attend the Public Meeting.** The Board shall consider and discuss the following matters and take any action appropriate with respect to such matters:

1. Public comments;
2. Review and approve minutes of the June 12, 2025, Board of Directors meeting;
3. Receive Financial Advisor's recommendation concerning the District's proposed 2025 tax rate, determine intended tax rate, and authorize the:
 - a. giving of notice that the Board will consider adoption of a tax rate; and
 - b. means of providing such notice;
4. Issuance of the District's \$2,750,000 Unlimited Tax Road Bonds, Series 2025 ("Bonds"), including:
 - a. Review and approval of Summary of Costs;
 - b. Engagement of an auditor for preparation of audit;
 - c. Review and approve Preliminary Official Statement and Official Notice of Sale;
 - d. Authorize the District's financial advisor to advertise for the sale of the Bonds;
 - e. Approval of designation of Paying Agent/Registrar; and
 - f. Authorize request to the City of College Station ("City") for consent to the District's sale and issuance of the Bonds;
5. Bookkeeper's Report, including authorizing the payment of invoices presented;
6. Tax Assessor/Collector's Report, including status of supplemental roll from Brazos Central Appraisal District;
7. Adoption of Resolution Authorizing Request to Brazos Central Appraisal District for Appraisal of Property;
8. Status of request to the City for accounting of the calculation of the Contract Payments pursuant to the Infrastructure and Economic Development Agreement for tax years 2016 to 2024;

9. Engineering Report, including:
 - a. Authorizing the design and/or advertisement for bids for construction of facilities within the District, approving of related storm water plans, including:
 - i. Status of design of Midtown City Center, Phases 406A and 406B;
 - b. Authorizing the award of or concurrence in award of contracts for the construction of facilities within the District, authorizing acceptance of Texas Ethics Commission ("TEC") Form 1295, and approval of any storm water permits, including:
 - i. Midtown Reserve Subdivision Phase 116;
 - c. Status of construction of facilities to serve land within the District, including the approval of any pay estimates and/or change orders and authorize acceptance of TEC Form 1295, including:
 - i. Midtown Reserve Subdivision Phase 113; and
 - ii. Midtown Reserve Subdivision Phase 114;
 - d. Acceptance of site and/or easement conveyances for facilities constructed or to be constructed for the District, and acceptance of facilities for operation and maintenance purposes;
 - e. Status of acceptance by the City of streets for maintenance; and
 - f. Ratify prior approval of correspondence to the Texas Commission on Environmental Quality regarding application for a Water Use Permit;
10. Developer's Report;
11. Attorney's Report; and
12. Matters for possible placement on future agendas.

(SEAL)



SCHWARTZ, PAGE & HARDING, L.L.P.

By: Christina Cole
Christina Cole
Attorneys for the District

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the District's attorney at (713) 623-4531 at least three business days prior to the meeting so that appropriate arrangements can be made.

ORDER AUTHORIZING THE ISSUANCE OF
\$2,750,000 UNLIMITED TAX ROAD BONDS, SERIES 2025

BE IT ORDERED BY THE BOARD OF DIRECTORS OF ROCK PRAIRIE
MANAGEMENT DISTRICT NO. 2:

ARTICLE ONE

STATUTORY AUTHORITY, RECITALS AND FINDINGS

SECTION 1.01: AUTHORITY FOR THE DISTRICT. Rock Prairie Management District No. 2 (the "District"), was organized, created and established as a conservation and reclamation district and political subdivision of the State of Texas by an Act of the 83rd Texas Legislature effective June 14, 2013 (the "Act"), codified as Chapter 3909, Texas Special District Local Laws Code, pursuant to the provisions of Article III, Sections 52 and 52-1, and Article XVI, Section 59, of the Constitution of Texas, and operates under and is governed by the provisions of the Act, Chapter 49, V.T.C.A. Water Code, and Chapter 375, V.T.C.A. Local Government Code.

SECTION 1.02: PURPOSES OF THE DISTRICT. The District was created and operates by and pursuant to the Act for the following purposes:

- (a) the control, storage, preservation and distribution of its storm water and floodwater, the water of its rivers and streams for irrigation, power, and all other useful purposes;
- (b) the reclamation and irrigation of its arid, semiarid, and other land needing irrigation;
- (c) the reclamation and drainage of its overflowed land and other land needing drainage;
- (d) the conservation and development of its forests, water, and hydroelectric power;
- (e) the navigation of its inland and coastal water;
- (f) the control, abatement, and change of any shortage or harmful excess of water;
- (g) the protection, preservation and restoration of the purity and sanitary condition of water within the state;
- (h) the preservation of all natural resources of the state;
- (i) developing and diversifying the economy of this state;
- (j) eliminating unemployment and underemployment; and

- (k) developing or expanding transportation and commerce.

SECTION 1.03: POWERS OF THE DISTRICT. The District is authorized by the Act to:

- (a) purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all land, works, improvements, facilities, plants, equipment and appliances necessary to accomplish the purposes of its creation, including all works, improvements, facilities, plants, equipment and appliances incident, helpful, or necessary to:
 - (i) supply water for municipal uses, domestic uses, power and commercial purposes and all other beneficial uses or controls;
 - (ii) collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;
 - (iii) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District;
 - (iv) irrigate the land in the District;
 - (v) alter land elevation in the District where it is needed;
 - (vi) navigate coastal and inland waters of the District;
- (b) finance, develop and maintain recreational facilities for the people of the District, if and as allowed by applicable law;
- (c) design, acquire, construct, improve, finance and issue bonds, notes or other obligations for roads, under the authority of Article III, Section 52, Texas Constitution and the Act; and
- (d) provide, design, construct, acquire, improve, relocate, operate, maintain, or finance an improvement project or service authorized under the Act or Chapter 375, Local Government Code.

SECTION 1.04: AUTHORITY OF THIS ORDER. The District is authorized by the Act and Article III, Section 52, of the Texas Constitution, to design, acquire, construct, finance, issue bonds for, and convey to this state, a county, or a municipality for operation and maintenance, a road or any improvement thereto, which meets the criteria of a county in whose jurisdiction the proposed road project is located or the criteria of a municipality in whose corporate limits or extraterritorial jurisdiction the proposed road project is located, if the municipality or county that will operate and maintain the road has approved the plans and specifications of the road project or if the Texas Transportation Commission has approved the plans and specifications of the road

project, if the state is to operate and maintain the road, and to provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District. Said bonds are authorized by the Act and by V.T.C.A. Government Code, §1201.001 et seq., as amended, to be issued in various series or issues, with or without interest coupons, in any denomination, payable at such time or times, in such amount or amounts or installments, at such place or places, in such form, under such terms, conditions, and details, in such manner, redeemable prior to maturity at any time or times, bearing no interest, or bearing interest at any rate or rates (either fixed, variable, floating, adjustable, or otherwise), all as determined by the Board of Directors of the District, and the Board of Directors finds that issuance of said bonds in multiple series or issues over an extended period of time is in the best interests of the District in order to ensure the continuing and orderly development of the District on terms and conditions which are feasible and practical.

SECTION 1.05: FINDINGS. It is hereby found, determined and declared that:

- (a) the matters and facts set out in this Article One are true and correct;
- (b) at an election held within and for the District on November 3, 2015, the District was authorized to issue bonds in the maximum aggregate principal amount of \$71,400,000 for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending a waterworks system, a sanitary sewer system, and a drainage and storm sewer system, including, but not limited to, all additions to such systems and all land, improvements, facilities, plants, equipment, appliances, interests in property, and regional, regulatory or joint use participation rights or contract rights needed therefor and administrative facilities needed in connection therewith, and to provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District;
- (c) at an election held within and for the District on November 3, 2015, the District was authorized to issue bonds in the maximum aggregate principal amount of \$106,600,000 for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, and to provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District;
- (d) at an election held within and for the District on November 3, 2015, the District was authorized to issue refunding bonds in the maximum aggregate principal amount of \$178,000,000 to provide for the refunding by any lawful means of all or any portion of the Outstanding Bonds (hereinafter defined), the Bonds (hereinafter

defined), Additional Bonds (hereinafter defined), or refunding bonds payable in whole or in part from taxes;

- (e) the election described in paragraphs (b) through (d) hereof was called and held under and in strict conformity with the Constitution and laws of the State of Texas and of the United States of America, and the Board of Directors of the District has heretofore officially declared the results of said election and declared that the District was legally created and authorized to issue the bonds described in paragraphs (b) through (d) above, provided that City of College Station consent will be required prior to the issuance of bonds;
- (f) pursuant to the authority of the election held November 3, 2015, as described in paragraph (c) above, the District has heretofore issued its \$2,500,000 Unlimited Tax Road Bonds, Series 2021, dated as of April 1, 2021 (the "Series 2021 Road Bonds"), \$2,500,000 Unlimited Tax Road Bonds, Series 2022, dated as of October 1, 2022 (the "Series 2022 Road Bonds"), \$1,750,000 Unlimited Tax Road Bonds, Series 2023, dated as of June 1, 2023 (the "Series 2023 Road Bonds"), \$1,600,000 Unlimited Tax Road Bonds, Series 2024, dated as of May 1, 2024 (the "Series 2024 Road Bonds"), and \$2,550,000 Unlimited Tax Road Bonds, Series 2024A, dated as of November 1, 2024 (the "Series 2024A Road Bonds") to finance the acquisition and construction of road improvements to serve land within the District and, as of the date hereof, there remains outstanding and unpaid \$2,240,000 in aggregate principal amount of the Series 2021 Road Bonds, \$2,375,000 in aggregate principal amount of the Series 2022 Road Bonds, \$1,705,000 in aggregate principal amount of the Series 2023 Road Bonds, \$1,600,000 in aggregate principal amount of the Series 2024 Road Bonds, and \$2,550,000,000 in aggregate principal amount of the Series 2024A Road Bonds (collectively, the "Outstanding Bonds");
- (g) the \$2,750,000 bonds authorized by this Order should be issued pursuant to the authority of the election held on November 3, 2015 as described in paragraph (c) above for the acquisition and/or construction of road facilities to serve land within the District, and to pay certain other costs and expenses relating to the issuance of the Bonds;
- (h) the District has been authorized to levy taxes in payment of the Bonds, and the taxes to be levied and collected will be sufficient to pay the principal of the Bonds herein authorized as it becomes due and the interest thereon as it accrues and becomes payable; and
- (i) the Board of Directors reserves the right to issue the remaining \$71,400,000 unissued bonds which were authorized at the election described in paragraph (b) hereof, the remaining \$92,950,000 unissued bonds which were authorized at the election described in paragraph (c) hereof, and the remaining \$178,000,000 unissued bonds which were authorized at the election described in paragraph (d) hereof, in one or more series, at a future date or dates when, in the judgment of the Board of Directors, such amounts are required for authorized purposes.

(End of Article One)

ARTICLE TWO

DEFINITIONS AND INTERPRETATIONS

SECTION 2.01: DEFINITIONS. The following definitions, together with any supplemental definitions contained herein or in any exhibit hereto, shall apply with equal force herein and in any amendment or supplement hereto, and the scope and meaning of terms used in Exhibit "A", Exhibit "B", and Exhibit "C" hereto, whether or not defined therein, shall be determined by reference to this Article.

Act.

The term "Act" is defined in Section 1.01 hereof.

Additional Bonds.

The term "Additional Bonds" shall mean any additional bonds, including bonds payable in whole or in part from taxes, revenue bonds, contract revenue bonds, special project revenue bonds, refunding bonds and other bonds which the Board of Directors expressly reserves the right to issue in Article Nine of this Order.

Authorized Investments.

The term "Authorized Investments" shall mean all instruments which are authorized under the District's policies for investment of funds of the District adopted by the Board of Directors of the District from time to time, but in any event, all such instruments shall be authorized under the laws of the State of Texas for investment of funds of municipal utility districts.

Board of Directors.

The term "Board of Directors" shall mean the governing body of the District, as now or hereafter constituted.

Bond Counsel.

The term "Bond Counsel" shall mean the law firm of Schwartz, Page & Harding, L.L.P., Houston, Texas.

Bond Fund.

The term "Bond Fund" shall mean the District's debt service fund created and established and confirmed pursuant to the Prior Bond Orders.

Bond Fund Road Bond Account.

The term "Bond Fund Road Bond Account" shall mean the special account created and established pursuant to the Prior Bond Orders.

Bonds.

The term "Bond" or "Bonds" shall mean any Bond or Bonds, as the case may be, of the issue of \$2,750,000 Unlimited Tax Road Bonds, Series 2025, initially dated as of November 1, 2025, and authorized, issued and delivered pursuant to this Order.

Business Day.

The term "Business Day" or "Business Days" shall mean any calendar day or days which fall on Monday through Friday, but shall not include any such day which is designated as an official state or national holiday or a day on which financial institutions where the Paying Agent is located are authorized or required by state or national law or by executive order to close.

Construction Fund.

The term "Construction Fund" shall mean the District's construction fund created and established pursuant to the Prior Bond Orders.

Delivery Date.

The term "Delivery Date" shall mean, with respect to any one or more of the Bonds, the date of delivery of such Bond(s) to the Initial Purchaser thereof, as printed, stamped, or typed on the Initial Bonds.

DTC.

The term "DTC" means the Depository Trust Company of New York, New York, or any successor securities depository.

DTC Participant.

The term "DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC holds securities to facilitate the clearance and settlement of securities transactions among such DTC Participants.

District.

The term "District" is defined in Article One hereof and shall mean and include any successors and assigns of the District and, where appropriate, shall refer to the Board of Directors of the District.

Fiscal Year.

The term "Fiscal Year" shall mean the annual period from June 1 through May 31, or such other period as may hereafter be established by resolution of the Board of Directors of the District.

Holder.

The term "Holder" or "Holders" shall mean, when used with respect to any Bond, the Person or Persons in whose name such Bond is registered on the Register.

Initial Bonds.

The term "Initial Bond" or "Initial Bonds" shall mean any one or more of the Bonds authorized, issued and initially delivered hereunder upon which the manually executed certificate of registration of the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized deputy, substantially in the form prescribed in Section 5.03 hereof, has been placed.

Initial Date.

The term "Initial Date" shall mean November 1, 2025.

Initial Purchaser.

The term "Initial Purchaser" shall mean the Person or Persons to whom the Bonds are to be sold and delivered, as provided in Section 13.01 hereof.

Interest Payment Date.

The term "Interest Payment Date" shall mean the date on which interest on any then outstanding Bond is due and payable, as provided in Section 3.04 hereof.

Letter of Representation.

The term "Letter of Representation" shall mean the Blanket Issuer Letter of Representations between the District and DTC, as same may be amended or supplemented from time to time.

Maturity Date.

The term "Maturity Date" shall mean any date on which the principal of any then outstanding Bond is due and payable, as provided in Section 3.03 hereof.

Net Proceeds.

Except as said term is otherwise specifically defined for purposes of Section 8.01 hereof, the term "Net Proceeds" shall mean all proceeds received by the District from the sale of the Bonds,

except those proceeds deposited into the Bond Fund Road Bond Account pursuant to the provisions of Section 7.04 hereof.

Order.

The term "Order" shall mean this Order and all amendments or supplements hereto.

Outstanding Bonds.

The term "Outstanding Bonds" is defined in Section 1.05 hereof.

Paying Agent.

The term "Paying Agent" shall mean the Person selected and maintained from time to time by the District for the purpose of making payment on behalf of the District of the principal of and the interest on the Bonds, as provided in Section 12.06 of this Order.

Person.

Except as said term is otherwise specifically defined for purposes of Section 8.01 hereof, the term "Person" shall mean any individual, corporation, partnership, firm, joint venture, association, joint stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

Predecessor Bonds.

The term "Predecessor Bonds" shall mean, with respect to any particular Bond, every previous Bond evidencing all or a portion of the same obligation as that evidenced by such particular Bond, and, for the purposes of this definition, any Bond registered and delivered pursuant to Section 3.10 hereof shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Bond in lieu of which such Bond was delivered.

Prior Bond Orders.

The term "Prior Bond Orders" shall mean the orders of the Board of Directors of the District authorizing the issuance of the Series 2021 Road Bonds, Series 2022 Road Bonds, Series 2023 Road Bonds, Series 2024 Road Bonds, and Series 2024A Road Bonds, and amendments and supplements thereto, if any.

Record Date.

The term "Record Date" shall mean, with respect to an Interest Payment Date of March 1, the preceding February 15, and with respect to an Interest Payment Date of September 1, the preceding August 15, whether or not such dates are Business Days.

Redemption Date.

The term "Redemption Date" shall mean, when used with respect to any Bond to be redeemed prior to its Maturity Date, the date fixed for redemption of such Bond pursuant to the terms of this Order.

Register.

The term "Register" shall mean the registry books maintained on behalf of the District by a Registrar designated by the District for such purpose in which are maintained the names and addresses of Holders and the principal amounts of the Bonds registered in the name of each Holder.

Registrar.

The term "Registrar" shall mean the trust or banking corporation or association designated and acting in such capacity from time to time, as provided in Section 12.05 of this Order.

Road Bonds.

The term "Road Bonds" shall mean any Outstanding Bonds or Additional Bonds issued for the purpose of financing road facilities pursuant to the Act and Article III, Section 52, of the Texas Constitution.

Road Construction Fund Account.

The term "Road Construction Fund Account" shall mean the special account created and established pursuant to the Prior Bond Orders.

Road System.

The term "Road System" shall mean a system of road facilities or facilities in aid thereof to serve the District, including, but not limited to, all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, now owned or hereafter purchased, constructed or otherwise acquired, and all extensions and replacements thereof and improvements thereto whensoever made.

¹[Serial Bonds.

The term "Serial Bond" or "Serial Bonds" shall mean any one or more as the case may be of the Bonds issued hereunder as serial bonds, which have Maturity Dates in the years 2027 through 2050, both inclusive, and which are not subject to mandatory redemption pursuant to Section 4.01 hereof.]

¹ To be determined.

Series 2021 Road Bonds.

The term "Series 2021 Road Bonds" is defined in Section 1.05 hereof.

Series 2022 Road Bonds.

The term "Series 2022 Road Bonds" is defined in Section 1.05 hereof.

Series 2023 Road Bonds.

The term "Series 2023 Road Bonds" is defined in Section 1.05 hereof.

Series 2024 Road Bonds.

The term "Series 2024 Road Bonds" is defined in Section 1.05 hereof.

Series 2024A Road Bonds.

The term "Series 2024A Road Bonds" is defined in Section 1.05 hereof.

²[Term Bonds.

The term "Term Bond" or "Term Bonds" shall mean one or more, as the case may be, of the Bonds issued hereunder as term bonds which have a Maturity Date in the year ____, and which are subject to mandatory redemption pursuant to Section 4.01 hereof.]

SECTION 2.02: INTERPRETATIONS; TIME OF PERFORMANCE. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the taxes levied in payment thereof. Unless a time period specified for performance of any action under this Order is specified to be a Business Day or Business Days, such performance time period means the number of calendar days for such performance to be accomplished.

(End of Article Two)

² To be determined.

ARTICLE THREE

AUTHORIZATION, DESCRIPTION AND EXECUTION OF BONDS

SECTION 3.01: AMOUNT, NAME, PURPOSE AND AUTHORIZATION. The Bonds of the District, to be known and designated as "Rock Prairie Management District No. 2 Unlimited Tax Road Bonds, Series 2025", shall be issued in the aggregate principal amount of Two Million Seven Hundred and Fifty Thousand Dollars (\$2,750,000.00) for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, all under and in strict conformity with the Constitution and laws of the State of Texas, including, particularly, Section 52 of Article III of the Constitution of Texas and the Act.

SECTION 3.02: FORM, INITIAL DATE, DELIVERY DATE, NUMBERS AND DENOMINATIONS. The Initial Bonds shall be issued and delivered in fully registered form, without interest coupons, and shall be dated as of the Initial Date. Each Initial Bond submitted for approval, registration and delivery in accordance with Section 3.07 hereof shall be numbered "IR-", followed by the last two digits of the year of the Maturity Date of such Initial Bond, and shall be completed with the Delivery Date. Each Bond registered and delivered subsequent to the Initial Bonds shall be dated as of the Initial Date and shall include thereon the Delivery Date. Each such Bond shall be numbered consecutively, in succession, beginning with the numeral "1", which shall be preceded by the prefix "R", and shall be in denominations of \$5,000, or any integral multiple thereof.

SECTION 3.03: ³[INTEREST RATES AND MATURITY DATES. The Bonds shall include both Serial Bonds and Term Bonds, as provided below.

- (a) Bonds in the aggregate principal amount of \$_____ shall be issued as Serial Bonds, shall bear interest from the later of the Delivery Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates set forth in the following schedule, and shall mature and become payable, subject to prior redemption in accordance with the provisions of Article Four hereof, on September 1 in each of the years and in the principal amounts set forth in the schedule below:

<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
	2027	
	2028	
	2029	
	2030	
	2031	
	2032	

³ To be determined.

<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
	2033	
	2034	
	2035	
	2036	
	2037	
	2038	
	2039	
	2040	
	2041	
	2042	
	2043	
	2044	
	2045	
	2046	
	2047	
	2048	
	2049	
	2050	

- (b) Bonds in the aggregate principal amount of \$_____ shall be issued as Term Bonds, shall bear interest from the later of the Delivery Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates set forth in the following schedule, and shall mature and become payable, subject to mandatory and optional redemption in accordance with the provisions of Article Four hereof, on September 1 in the year and in the principal amounts set forth in the schedule below:

<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
		]

SECTION 3.04: DATES AND MANNER OF PAYMENT OF INTEREST. Interest on the Bonds shall be payable semiannually on March 1 and September 1 of each year, commencing on March 1, 2026, until payment of the principal thereof has been made or duly provided for. The amount of interest on the Bonds payable on each Interest Payment Date, Maturity Date or Redemption Date shall be computed on the basis of a 360-day year of twelve 30-day months. Not later than ten (10) days before each Interest Payment Date, Maturity Date or Redemption Date, the Paying Agent shall compute the amount of interest to be due and payable on such date and shall send to the District notice of the amount so computed to be due and payable on such date.

The payments of interest on the Bonds shall be payable, at the option of the District, by check mailed by the Paying Agent to the Holder, at the address shown on the Register, or by such other customary banking arrangements as may be acceptable to the Paying Agent and the Holder, at the risk and expense of such Holder. The interest so payable on any Interest Payment Date will

be paid to the Person in whose name each Bond (or one or more Predecessor Bonds evidencing the same obligation) is registered at the close of business on the Record Date for such Interest Payment Date. Each Bond delivered pursuant to the terms of this Order upon transfer or in exchange for or in lieu of any Predecessor Bond shall carry all the rights to interest, both accrued and unpaid, and to accrue, which were carried by such Predecessor Bond, and each such Bond shall bear or accrue interest as specified herein so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

SECTION 3.05: MEDIUM AND PLACE OF PAYMENT AT MATURITY OR REDEMPTION. The principal of the Bonds payable at any Maturity Date or Redemption Date, shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which on such dates of payment is legal tender for the payment of debts due the United States of America, upon the presentation and surrender of such Bonds, as they become due or at their earlier Redemption Date, at the designated office of the Paying Agent.

SECTION 3.06: EXECUTION. The Bonds shall be signed on behalf of the District by the President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District, and the District's seal shall be placed or impressed thereon. Such signatures may be manually executed or placed in facsimile on the Bonds, and the District's seal may be manually impressed or printed or otherwise mechanically reproduced in facsimile on the Bonds. In case any official of the District who shall have signed any of the Bonds, either manually or by facsimile signature, shall cease to be such officer before the Bonds so signed shall have been authenticated and delivered by the Registrar, or disposed of by the District, such Bonds, nevertheless, may be authenticated and delivered or disposed of as though the Person who signed such Bonds had not ceased to be such officer of the District, and any Bond may be signed on behalf of the District by such Person as, at the actual time of execution of such Bond, shall be a proper officer of the District, although at the date of such Bond or of the adoption of this Order, such Person was not such officer. Minor typographical and other minor errors in the text of any Bond or minor defects in the seal or facsimile signature on any Bond shall not affect the validity or enforceability of such Bond, if same has been duly authenticated by the Registrar or registered by the Comptroller of Public Accounts of the State of Texas, as required herein.

SECTION 3.07: APPROVAL, REGISTRATION AND DELIVERY. The Initial Bonds shall consist of one Bond for each year of maturity specified in Section 3.03 hereof, representing the entire principal amount of the Bonds scheduled to mature in each of such years of maturity, and shall be made payable to the Initial Purchaser, or its designee. The President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District and representatives of the District's Bond Counsel are each hereby authorized and directed to submit the Initial Bonds and a transcript of the proceedings relating to the issuance of the Bonds to the Attorney General of Texas for approval and, following said approval, to submit the Initial Bonds to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Initial Bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be printed and endorsed on each Initial Bond. After the Initial Bonds have been registered and signed by the Comptroller, they shall be delivered to the Registrar, completed with the Delivery Date and registered on the Register in the name of Cede & Co., as nominee of DTC, and thereafter

shall be delivered to the Initial Purchaser or its designee, but only upon receipt of the full purchase price therefor.

At any time after delivery of the Initial Bonds, the Holder may, subject to the requirements of and in accordance with the procedures prescribed in Section 3.09 hereof, surrender any Bonds to the Registrar for transfer or exchange, accompanied by instructions specifying the name(s) and address(es) of the Person(s) to whom such Bonds are to be transferred and the principal amount(s) of the Bond(s) to be authenticated and delivered in exchange therefor, and the Registrar shall thereupon, within not more than three (3) Business Days, authenticate and register Bonds conforming to such instructions and the provisions of this Order.

No Initial Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Initial Bond a certificate of registration substantially in the form provided in Section 5.03 hereof, duly executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized deputy, by manual signature; nor shall any Bond authenticated and delivered subsequent to the Initial Bonds be so entitled or be valid or obligatory, unless there appears on such Bond a Certificate of Registrar substantially in the form provided in Section 5.02 hereof, duly executed by an authorized officer or employee of the Registrar, by manual signature. Such Certificate of Registrar upon any Bond authenticated and delivered subsequent to the Initial Bonds shall be conclusive evidence that such Bond has been so certified or registered and delivered.

SECTION 3.08: OWNERSHIP OF BONDS. The District, the Paying Agent, the Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the District, the Paying Agent, nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the Person deemed to be the owner of any Bond in accordance with this Section 3.08 shall be valid and effective for all purposes and shall discharge the liability of the District, the Paying Agent and the Registrar to the extent of the sums paid.

SECTION 3.09: REGISTRATION, TRANSFER AND EXCHANGE. So long as any Bonds remain outstanding, the Registrar shall keep and maintain at its designated office a Register in which, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration, transfer and exchange of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the office designated by the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative. Within three (3) Business Days following due presentation for registration of the transfer of any Bond, the District shall cause to be executed and the Registrar shall authenticate in the name of the transferee or transferees one or more exchange Bonds in a like aggregate principal amount and a like interest rate and shall deliver or mail same to the transferee or transferees by United States mail, first class, postage prepaid.

All Serial Bonds shall be exchangeable upon the presentation and surrender thereof at the office designated by the Registrar for a Serial Bond or Serial Bonds having the same maturity and interest rate, in any authorized denomination, and in an aggregate principal amount equal to the unpaid principal amount of the Serial Bond or Serial Bonds presented for exchange. Within three (3) Business Days following due presentation for exchange of any Serial Bond, the District shall cause to be executed and the Registrar shall authenticate, register and deliver or send to the Holder, by United States mail, first class, postage prepaid, exchange Serial Bonds in accordance with the provisions of this Section 3.09. Except as provided in Section 3.12 hereof, a Term Bond is not exchangeable so long as it is registered in the name of Cede & Co., as nominee of DTC.

Each Bond transferred or exchanged and duly authenticated and delivered in accordance with this Section 3.09 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered. No service charge shall be made for any transfer or exchange referred to above, but the District or the Registrar may require the Holder of any Bond to pay a sum sufficient to pay any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond.

The Registrar shall not be required to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of the mailing of, notice of redemption of Bonds prior to maturity, nor shall the Registrar be required to transfer or exchange any Bond selected for redemption in whole or in part when such Redemption Date is scheduled to occur within thirty (30) calendar days.

SECTION 3.10: REPLACEMENT BONDS. Upon the presentation and surrender to the Registrar of a mutilated Bond, the District shall cause to be executed, and the Registrar shall authenticate, register and deliver in exchange therefor, a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding. In the event that any Bond is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas, and in the absence of actual notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall cause to be executed, and the Registrar shall authenticate, register and deliver, a replacement Bond of like tenor, interest, and principal amount bearing a number not contemporaneously outstanding, provided that the Holder thereof shall have:

- (a) furnished to the Registrar and the District satisfactory evidence of the ownership and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnished such security or indemnity as may be required by the Registrar, the District and the Paying Agent to save the District, the Registrar and the Paying Agent harmless;
- (c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees and expenses of the Registrar, the District and Paying Agent and any tax or other governmental charge that may be imposed; and

- (d) met any other reasonable requirements of the District, the Registrar and the Paying Agent.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District, the Registrar and the Paying Agent shall be entitled to recover upon such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District, the Registrar and the Paying Agent in connection therewith.

In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent, with the concurrence of the Registrar, in their discretion, may pay such Bond, in lieu of issuance of a replacement Bond.

Each replacement Bond delivered in accordance with this Section 3.10 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

SECTION 3.11: BOOK-ENTRY ONLY SYSTEM. Notwithstanding the foregoing, the Initial Bonds and all subsequent Bonds shall be registered in the name of Cede & Co., as nominee of DTC, except as provided in Section 3.12 hereof.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District, the Paying Agent and the Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. In particular, and not by way of limiting the foregoing, the District, the Paying Agent and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than a Holder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than a Holder, as shown in the Register, any amount with respect to the principal of or the premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the District, the Paying Agent and the Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered on the Register as the absolute owner of such Bond for the purpose of payment of the principal of and the premium, if any, and interest on such Bond; for the purpose of giving notices of redemption and other matters with respect to such Bond; for the purpose of registering transfers with respect to such Bond; and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Holders, as shown on the Register and as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the payment of the principal of and the premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Except as provided in Section 3.12 hereof, no Person, other than a Holder, as shown on the Register, shall be issued an exchange Bond pursuant to this Order. Upon delivery by DTC to the Paying Agent and the

Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest payments to the Holders as of the close of business on a Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and the premium, if any, and interest on such Bond, and all notices with respect to such Bond, shall be made and given, respectively, in the manner provided in the Letter of Representation. If fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds, or portions thereof, to be redeemed in whole or in part from within each such maturity shall be selected by DTC from the Bonds, or portions thereof, which have not previously been called for redemption in accordance with the procedures of DTC notwithstanding any other provision of this Order to the contrary.

SECTION 3.12: SUCCESSOR SECURITIES DEPOSITORY; TRANSFER OUTSIDE BOOK-ENTRY ONLY SYSTEM. In the event that the District, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain exchange Bonds, the District shall notify DTC and the DTC Participants, as identified by DTC, of the availability through the Registrar of exchange Bonds and cause the registration and transfer of one or more exchange Bonds to the DTC Participants having Bonds credited to their DTC accounts, as identified by DTC, but only upon presentation of surrender of the Bonds to be exchanged, upon receipt of proper proof of the ownership interests of the DTC Participants, and integral multiples of \$5,000 in principal amount; provided, however, that in such event, each Term Bond shall be exchangeable only for one or more Serial Bonds bearing the same rate of interest and corresponding in aggregate principal amounts and Maturity Dates to the unpaid mandatory redemption amounts and Redemption Dates applicable to such Term Bond pursuant to Section 4.01 hereof, with the particular Maturity Date applicable to any such exchange Serial Bond to be determined by the Registrar by lot or other customary method. In the event DTC discontinues the services described herein, the District shall appoint a successor securities depository qualified to act as such under Section 17 (a) of the Securities and Exchange Act of 1934, as amended; notify DTC and the DTC Participants, as identified by DTC, of the appointment of such successor securities depository; and cause the registration and transfer of one or more exchange Bonds to such successor securities depository. In either such event, the Bonds shall no longer be restricted to being registered on the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Holders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

SECTION 3.13: CANCELLATION. All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are executed, authenticated, registered and delivered in accordance with Section 3.09 or Section 3.10 of this Order, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement and shall be treated in accordance with the document retention policies of the Paying Agent and the records retention schedules of the District. The Paying Agent and

Registrar shall periodically furnish the District with certificates of cancellation of such Bonds, upon written request therefor.

(End of Article Three)

ARTICLE FOUR

REDEMPTION OF BONDS BEFORE MATURITY

SECTION 4.01: ⁴[A. MANDATORY REDEMPTION OF TERM BONDS. The Term Bond with a Maturity Date of September 1, _____, shall be redeemed, at a price equal to the principal amount thereof, plus accrued interest to the Redemption Date, on September 1 in each of the years and in the principal amounts set forth in the following schedule, with the particular portions of such Term Bond to be redeemed to be selected by the Registrar or DTC, as applicable, from the portions of the Term Bond which have not previously been redeemed by the District, by lot or other customary method:

Year of Redemption	Principal Amount
-----------------------	---------------------

(Maturity)

Notwithstanding the foregoing, to the extent that the Term Bond of a particular maturity have been previously redeemed in part through the exercise of the District's reserved right of optional redemption, as provided below, each of the aforesaid scheduled mandatory redemption payments for the Term Bonds of such maturity shall be reduced in each such instance of prior redemption, as specified in the District's notice to the Paying Agent as provided below.]

B. OPTIONAL REDEMPTION OF BONDS. The District reserves the right, at its option, to redeem the Bonds maturing on or after September 1, 2032, prior to their scheduled maturities, in whole or, from time to time, in part, on September 1, 2031, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed plus accrued interest on said principal amount thereof called for redemption to the Redemption Date. The District shall, at least forty-five (45) calendar days prior to the Redemption Date (unless a shorter notice shall be satisfactory to the Registrar and Paying Agent), notify the Registrar and Paying Agent of such Redemption Date and of the principal amount of the Bonds of each maturity to be redeemed. If less than all of the Serial Bonds of the same maturity are to be redeemed, the particular Serial Bonds to be redeemed in whole or in part from within each such maturity shall be selected by the Registrar or DTC, as applicable, from the Serial Bonds which have not previously been called for redemption, by lot or other customary method; provided, however, that in the event that a Serial Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Serial Bond may be redeemed, but only in a principal amount equal to \$5,000 or an integral multiple thereof. The Registrar shall promptly notify the District and the Paying Agent, if different than the Registrar, in writing, of the Serial Bonds selected for redemption and, in the case of any Serial Bond selected for partial redemption, of the principal amount thereof to be redeemed. If less than all of the outstanding principal amount of a Term Bond is to be redeemed, the District shall notify the Paying Agent at least forty-five (45) calendar days prior to the Redemption Date of the reductions in the remaining mandatory redemption amounts to result from such optional redemption.

⁴ To be determined.

For purposes of this Order, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal amount of such Bond which has been or is to be redeemed. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 3.09 of this Order, shall authenticate, register and deliver an exchange Bond or Bonds of like interest rate and in aggregate principal amount equal to the unredeemed portion of the Bond so surrendered; provided, however, that the foregoing shall not apply to Bonds registered as set forth in Section 3.11 of this Order.

SECTION 4.02: NOTICE OF REDEMPTION. Notice of the selection of any Bonds for redemption pursuant to Section 4.01 above is hereby directed to be given by the Registrar, without any further instruction or notice from the District, at least thirty (30) calendar days prior to the Redemption Date. Notice shall be given by first class United States mail, postage prepaid, to the Holder of each Bond to be redeemed in whole or in part at the address shown on the Register on the date which is forty-five (45) calendar days prior to the Redemption Date. Such notice shall state the Redemption Date, the redemption price, the principal amounts of the Bonds to be redeemed and, if less than all of the then outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemptions within a maturity, the respective principal amounts) of the Bonds to be redeemed, the amount of accrued interest payable on the Redemption Date and the place at which the Bonds are to be surrendered for payment. Any notice mailed as provided in this Section 4.02 shall be conclusively presumed to have been duly given, whether or not the Holder actually receives such notice. Except as otherwise provided in Section 11.03 of this Order, no other notice of the reserved right of redemption shall be given unless otherwise required by law.

By the Redemption Date, due provision shall be made with the Paying Agent for the payment of the principal of the Bonds to be redeemed, plus accrued interest thereon to the Redemption Date. When Bonds have been called for redemption, in whole or in part, as provided above, and due provision has been made to redeem same, such Bonds or portions thereof, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the right of the Holders to collect interest which would otherwise accrue after the Redemption Date upon the principal of such Bonds or the portions thereof so called for redemption shall be terminated.

(End of Article Four)

ARTICLE FIVE

FORM OF BONDS AND INSURANCE

SECTION 5.01: FORM OF BONDS. The Bonds authorized by this Order, including the registration certificate of the Comptroller of Public Accounts of the State of Texas or Registrar, as applicable, and form of assignment shall be in substantially the forms specified in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof for all purposes, with such omissions, insertions and variations as may be necessary or desirable and consistent with the terms of this Order.

SECTION 5.02: CERTIFICATE OF REGISTRAR. The form of Certificate of Registrar specified in Exhibit "B" attached hereto shall be printed on or attached to each of the Bonds authenticated, registered and delivered subsequent to the Initial Bonds.

SECTION 5.03: REGISTRATION OF BONDS BY STATE COMPTROLLER AND CERTIFICATE. The Initial Bonds shall be registered by the Comptroller of Public Accounts of the State of Texas, as provided by law. In lieu of the Certificate of Registrar specified in Section 5.02 hereof, the registration certificate of the Comptroller of Public Accounts of the State of Texas shall be printed or typed on or attached to each of the Initial Bonds and shall be in substantially the form specified in Exhibit "A" attached hereto.

SECTION 5.04: FORM OF ASSIGNMENT. The form of Assignment specified in Exhibit "A" and Exhibit "B" attached hereto shall be printed at the back of or attached to each of the Bonds.

SECTION 5.05: CUSIP REGISTRATION. The officers and representatives of the District may secure the printing of identification numbers on the Bonds through the CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association.

SECTION 5.06: LEGAL OPINION. The approving opinion of the District's Bond Counsel may be printed on the Bonds over the certification of the Secretary of the Board of Directors, which may be executed in facsimile or, with respect to Bonds registered in the name of Cede & Co., as nominee of DTC, in accordance with Section 3.11 of this Order, an original of said opinion may be delivered to the Initial Purchaser.

SECTION 5.07: BOOK-ENTRY ONLY BONDS. Notwithstanding anything in this Article Five to the contrary, exchange bonds in the form specified in Exhibit "B" attached hereto shall not be issued except as set forth in Section 3.12 of this Order.

SECTION 5.08: BOND INSURANCE PROCEEDINGS. The officers and representatives of the District are hereby authorized and directed (i) to make application for and to execute, attest and deliver any and all certificates, agreements or other instruments necessary to secure a municipal bond insurance policy with respect to the Bonds, and (ii) to provide for the

printing of a statement or legend relating to such insurance on the Bonds, all as may be deemed necessary by said officers and representatives.

(End of Article Five)

ARTICLE SIX

SECURITY FOR THE BONDS

SECTION 6.01: SECURITY FOR THE BONDS. The Bonds are secured by and payable from the proceeds of an annual ad valorem tax, levied without legal limitation as to rate or amount, upon all taxable property within the District, and such taxes, as collected and received, are hereby pledged to the payment of the principal of and the interest, payment expenses and redemption price on the Bonds and the Outstanding Bonds.

SECTION 6.02: LEVY OF TAX. To pay the interest on the Bonds, and to create a sinking fund for the payment of the principal thereof when due, and to pay the expenses of assessing and collecting such taxes and making payments in respect of the Bonds, there is hereby levied, and there shall be assessed and collected in due time, an annual ad valorem tax, without legal limit as to rate or amount, upon all taxable property in the District for each year while any of the Bonds are outstanding. All of the proceeds of such collections, except costs incurred in connection therewith, shall be paid into the Bond Fund Road Bond Account, as established pursuant to the Prior Bond Orders, and the aforementioned tax and such payments into the Bond Fund Road Bond Account shall continue until the Bonds and the interest thereon, together with all expenses incurred in making payments in respect of the Bonds and all amounts due to the United States of America pursuant to Section 8.01(g) hereof, have been fully paid and discharged, and such proceeds shall be used for such purposes and no other. While said Bonds, or any of them, are outstanding and unpaid, an ad valorem tax, each year at a rate from year to year as will be ample and sufficient to provide funds to pay the current interest on said Bonds and to provide the necessary sinking fund to pay the principal and accrued interest on the Bonds when due, with full allowance being made for delinquencies and costs of collection, shall be levied, assessed and collected, as follows:

- (a) After receipt of the certified roll of taxable property in each year, and at such time as required by then applicable law, the Board of Directors shall consider the taxable property in the District and determine the actual rate per \$100 valuation of taxable property which is to be levied in that year and shall levy such tax against all taxable property in the District.
- (b) In determining the actual rate to be levied in each year, the Board of Directors shall consider, among other matters:
 - (1) the amount which should be levied for the payment of the principal of or the interest, payment expenses and redemption price on each series of bonds or notes of the District payable in whole or in part from taxes, including, but not limited to, the Bonds, the Outstanding Bonds and any Additional Bonds; and
 - (2) the percentage of anticipated tax collections and the costs of assessing and collecting such taxes.

- (c) In determining the amount of taxes which should be levied each year, the Board of Directors may also consider whether proceeds from the sale of bonds of the District have been capitalized or placed in escrow to pay interest during construction and whether the Board of Directors reasonably expects to have investment earnings from the Bond Fund or the Bond Fund Road Bond Account, as applicable, or excess arbitrage profits payable to the United States of America, or revenues or receipts available from other sources which are legally available to pay the principal of or the interest, payment expenses or redemption price on the Bonds, the Outstanding Bonds or any Additional Bonds or notes payable in whole or in part from taxes.

In addition to the tax levied pursuant to this Section 6.02, the District may also levy from time to time taxes for maintenance and operation purposes, for contract obligations payable from taxes, and for any other purpose or purposes authorized by law.

SECTION 6.03: PERFECTION OF PLEDGE. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of taxes by the District under Section 6.01 of this Order, and such pledge is, therefore, valid, effective and perfected. If, at any time while all or any portion of the Bonds are outstanding and unpaid, Texas law is amended in a manner that such pledge is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Holders the perfection of the security interest in and to such pledge, the District covenants and agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and to enable a filing to perfect the security interest in such pledge to occur.

(End of Article Six)

ARTICLE SEVEN

APPLICATION OF BOND PROCEEDS; FLOW OF FUNDS AND INVESTMENTS

SECTION 7.01: BOND PROCEEDS. Proceeds from the sale of the Bonds will be disbursed in accordance with this Article Seven.

SECTION 7.02: CREATION OF FUNDS AND ACCOUNTS. Notwithstanding any part or provision hereof to the contrary, the creation and confirmation of the District's Bond Fund, Bond Fund Road Bond Account, Construction Fund, and Road Construction Fund Account created pursuant to the applicable provisions of all or certain of the Prior Bond Orders are hereby confirmed. The funds in the Bond Fund Road Bond Account and the Road Construction Fund Account shall be kept separate and apart from all other funds of the District. The Bond Fund Road Bond Account, to the extent permitted by law, shall constitute a trust fund for the benefit of the Holders of Road Bonds payable in whole or in part from taxes. The funds in the Bond Fund Road Bond Account shall be applied only to pay interest on and principal of Road Bonds payable in whole or in part from taxes and the fees and expenses of any Paying Agent or Registrar in respect of same; to defray the expenses, if any, of assessing and collecting taxes levied for payment of the interest on and principal of such Road Bonds; to pay any tax anticipation notes issued for the purpose of financing road facilities together with interest thereon, as such tax anticipation notes shall become due; and to pay to the United States of America any excess arbitrage profits in respect of such Road Bonds which may hereafter come due.

SECTION 7.03: SECURITY OF ACCOUNTS. Any cash balance in any fund of the District, to the extent not insured by the Bank Insurance Fund managed and maintained by the Federal Deposit Insurance Corporation, or a successor insurance fund, shall be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of districts such as the District, having an aggregate market value, exclusive of accrued interest, at all times at least equal to the uninsured cash balance in the fund to which such securities are pledged or such higher amount as required by the District's policies for investment of funds of the District.

SECTION 7.04: DEPOSITS TO AND WITHDRAWALS FROM BOND FUND ROAD BOND ACCOUNT. The District shall deposit or cause to be deposited into the Bond Fund Road Bond Account the aggregate of the following at the times specified:

- (a) As soon as practicable after the Initial Bonds are sold and delivered, out of the proceeds of the sale of the Bonds, a sum equal to the initial twelve (12) months of interest on the Bonds; and
- (b) As collected, the proceeds from collection of the ad valorem tax levied pursuant to Section 6.02 hereof, less the costs of collection thereof.

Not later than five (5) calendar days prior to any Maturity Date, Redemption Date and/or Interest Payment Date on the Bonds, the Board of Directors shall cause moneys to be deposited into the Bond Fund Road Bond Account in an amount not less than that which is sufficient to pay the

principal of the Bonds which matures and becomes payable on such date, the interest which accrues and becomes payable on such date, and the fees and expenses of the Paying Agent and the Registrar for handling and making such payments on the Bonds on such date, and not later than two (2) Business Days prior to such payment dates shall cause such amounts to be wire transferred to the Paying Agent.

SECTION 7.05: ROAD CONSTRUCTION FUND ACCOUNT. The District shall deposit or cause to be deposited into the Road Construction Fund Account the Net Proceeds of the Bonds, less any portion of the Net Proceeds that has been utilized by the Paying Agent, pursuant to written instructions of the District, for expenses incident to the issuance of the Bonds. The Net Proceeds of the Bonds so deposited into the Road Construction Fund Account shall be used solely for the payment of the expenses incident to the issuance of the Bonds, including financial advisory, legal and engineering fees and expenses, and administration, organization and printing expenses of the District, and the costs of purchasing, constructing, acquiring, owning, operating, repairing, improving or extending the Road System. All moneys on deposit in the Road Construction Fund Account as of the date hereof, and all interest and investment earnings on such moneys, now or hereafter deposited into such fund, are to be maintained by the District in such fund to be used for the purposes for which any previously issued Road Bonds were sold as set forth in the applicable Prior Bond Orders authorizing issuance of same and/or for any other lawful purpose for which such Road Bonds were authorized, and, if required, with the consent of any regulatory authority having jurisdiction.

SECTION 7.06: SURPLUS CONSTRUCTION FUNDS. After completion of the Road System for which the Bonds are issued and the payment of all lawful obligations associated therewith, at the option of the Board, and, if required, with the consent of any regulatory authority having jurisdiction, the Net Proceeds of the Bonds remaining in the Road Construction Fund Account, together with investment earnings thereon, may be used to pay the costs of constructing additional road facilities which will become part of the Road System and/or for any other lawful purpose for which the Bonds were authorized, if such use, in the opinion of Bond Counsel, does not adversely affect the status of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any moneys remaining in the Road Construction Fund Account after completion of the entire Road System shall be deposited into the Bond Fund Road Bond Account.

SECTION 7.07: INVESTMENTS; EARNINGS. Moneys deposited into the Bond Fund, the Bond Fund Road Bond Account, the Construction Fund, the Road Construction Fund Account, and any other fund or funds which the District may lawfully create may be invested or reinvested from time to time, but only in Authorized Investments. Except to the extent otherwise required to maintain compliance with the covenants set forth in Section 8.01 hereof, all investments and any profits realized from or interest accruing on such investments shall belong to the fund from which the moneys for such investment were taken; provided, however that in the discretion of the Board of Directors, and, if required, with the consent of any regulatory authority having jurisdiction, the profits realized from and interest accruing on investments made from any fund may be transferred to the appropriate account within the Bond Fund. If any moneys are so invested, the District shall have the right to have sold in the open market a sufficient amount of such investments to meet its obligations in the event any fund does not have sufficient uninvested moneys on hand to meet the obligations payable out of such fund. After such sale, the moneys

resulting therefrom shall belong to the fund from which such investments were initially taken. The District shall not be responsible to the Holders for any loss arising out of the sale of any investments.

(End of Article Seven)

ARTICLE EIGHT

TAX EXEMPTION

SECTION 8.01: TAX EXEMPTION. For purposes of this Section 8.01, the term "Net Proceeds" means the proceeds derived from the sale of the Bonds, plus interest earnings thereon, less any amounts deposited in a reasonably required reserve or replacement fund; the term "Person" includes any individual, corporation, partnership, unincorporated association or any other entity capable of carrying on a trade or business; and the term "trade or business" means, with respect to any natural person, any activity regularly carried on for profit and, with respect to Persons other than natural persons, means any activity other than an activity carried on by a governmental unit.

The District covenants that it shall make such use of the Net Proceeds of the Bonds, regulate investments thereof and take such other and further actions as may be required by Sections 103 and 141-150 of the Internal Revenue Code of 1986 (the "Code"), and all applicable temporary, proposed and final regulations and procedures promulgated thereunder or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code (the "Regulations"), necessary to assure that interest on the Bonds is excludable from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the District hereby covenants as follows:

- (a) The District has not permitted and will not permit more than ten percent (10%) of the Net Proceeds of the Bonds to be used in the trade or business of any Person (other than use as a member of the general public) other than a governmental unit ("private-use proceeds").
- (b) The District has not permitted and will not permit more than five percent (5%) of the Net Proceeds of the Bonds to be used in the trade or business of any Person, other than a governmental unit, if such use is unrelated to the governmental purpose of the Bonds; and further, the amount of private-use proceeds of the Bonds in excess of five percent (5%) of the Net Proceeds of the Bonds ("excess private-use proceeds") will not exceed the proceeds of the Bonds expended for the governmental purpose of the Bonds to which such excess private-use proceeds relate.
- (c) The principal of and interest on the Bonds will be paid from ad valorem tax collections, together with investment profits and interest earnings thereon.
- (d) The District has not permitted and will not permit an amount exceeding the lesser of (i) \$5,000,000 or (ii) five percent (5%) of the Net Proceeds of the Bonds to be used directly or indirectly to finance loans to Persons other than governmental units.
- (e) The District will not use the proceeds of the Bonds in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code or otherwise in any manner which would cause the Bonds

to violate the provisions of Section 149(d) of the Code. The District will monitor the yield on the investment of the proceeds of the Bonds and moneys pledged to the payment of the Bonds, other than amounts not subject to yield restriction because of their deposit in a reasonably required reserve or replacement fund or a bona fide debt service fund, and will restrict the yield on such investments to the extent required by the Code or the Regulations. Without limiting the generality of the foregoing, the District will take appropriate steps to restrict the yield on (i) all Net Proceeds of the Bonds on hand on a date that is three (3) years from the date of delivery of the Bonds and on all amounts within the Bond Fund not disbursed within thirteen (13) months of the date of deposit therein (using a last-in, first out accounting conversion) and (ii) all investment earnings on hand on a date that is three (3) years from the date of delivery of the Bonds or one (1) year from the date such investment proceeds are received, whichever is later, to a yield which is not materially higher than the yield on the Bonds (in both cases calculated in accordance with the Code and the Regulations).

- (f) The District will not cause the Bonds to be treated as "federally guaranteed" obligations within the meaning of Section 149(b) of the Code (as same may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code).
- (g) To the extent, if applicable, required by the Code or Regulations, the District will take all necessary steps to comply with the requirement that "excess arbitrage profits" earned on the investment of the gross proceeds of the Bonds, if any, be rebated to the United States of America, and specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate such "excess arbitrage profits" separately from records of amounts on deposit in the funds and accounts of the District which are allocable to other bond issues of the District or moneys which do not represent gross proceeds of any bonds of the District, (ii) calculate, not less often than required by applicable federal law and the Regulations, the amount of "excess arbitrage profits", if any, earned from the investment of the gross proceeds of the Bonds and (iii) pay, not less often than required by applicable federal law and the Regulations, all amounts required to be rebated to the United States of America; and the District will not indirectly pay any amount otherwise payable to the United States of America pursuant to the foregoing requirements to any Person other than the United States of America by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.
- (h) The District will timely file a statement with the United States of America setting forth the information required pursuant to Section 149(e) of the Code.

- (i) This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

For purposes of the foregoing (a), (b) and (e), the District understands that the term "Net Proceeds" includes "disposition proceeds" as defined in the Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the District that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the District will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the District agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code. In furtherance of such intention, the District hereby authorizes and directs the President or Vice President of the Board to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the District, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. Furthermore, all officers, employees and agents of the District are authorized and directed to provide certifications of facts, estimates and circumstances which are material to the reasonable expectations of the District as of the date the Initial Bonds are delivered and paid for, and any such certifications may be relied upon by Bond Counsel, by the Holders of the Bonds, and by any Person interested in the exclusion of interest on the Bonds from gross income for federal income tax purposes. Moreover, the District covenants that it shall make such use of the proceeds of the Bonds, regulate investments of proceeds thereof, and take such other and further actions as may be required to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8.02: BONDS QUALIFIED TAX-EXEMPT OBLIGATIONS. The District hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Code and covenants that it shall take all actions necessary with respect to the Bonds to satisfy the requirements of Section 265(b)(3) of the Code. In particular, the District represents that:

- (a) the aggregate amount of tax-exempt obligations issued by the District during calendar year 2025, including the Bonds, which have been designated as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code, does not exceed \$10,000,000; and
- (b) the reasonably anticipated amount of tax-exempt obligations which will be issued by the District during the calendar year 2025, including the Bonds, will not exceed \$10,000,000.

For purposes of this Section 8.02, the term "tax-exempt obligation" does not include "specified private activity bonds" within the meaning of Section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of Section 145 of the Code. In addition, for purposes of this Section 8.02, the District includes all governmental units of which the District is a "subordinate entity" and governmental units which are "subordinate entities" of the District, within the meaning of Section 265(b)(3)(E) of the Code.

SECTION 8.03: ALLOCATION OF, AND LIMITATION ON, EXPENDITURES.

The District covenants to account for the expenditure of the proceeds of the sale of the Bonds and investment earnings to be used for the purposes for which the Bonds are issued on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the facilities to be constructed and/or purchased with the proceeds of the Bonds are completed. The foregoing notwithstanding, the District shall make such allocation in any event by the date 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. For purposes of determining compliance with this covenant the District and its officers, agents and representatives may rely upon an opinion of nationally recognized bond counsel or tax counsel to the effect that the proposed actions or omissions of the District will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8.04: DISPOSITION OF FACILITIES. The District covenants that the property constituting the facilities to be constructed and/or purchased with the proceeds of the Bonds will not be sold or otherwise disposed of, except to the City of College Station, Texas, in a transaction resulting in the receipt by the District of cash or other compensation unless the District obtains an opinion of nationally recognized bond counsel or tax counsel to the effect that the proposed actions of the District will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. For purposes of the foregoing, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation.

(End of Article Eight)

ARTICLE NINE

ADDITIONAL BONDS AND REFUNDING BONDS

SECTION 9.01: ADDITIONAL BONDS. The District expressly reserves the right to issue, in one or more installments, any Additional Bonds for authorized purposes, including, without limitation:

- (a) the remaining unissued bonds which were authorized at the election described in Section 1.05 (b) and (c) of this Order; and
- (b) such other bonds as the District may hereafter be authorized to issue from time to time.

SECTION 9.02: REFUNDING BONDS. The District further reserves the right to issue refunding bonds including, without limitation, the refunding bonds which were authorized at the election described in Section 1.05 (d) of this Order, in any manner permitted by law to refund the Bonds, the Outstanding Bonds and any Additional Bonds, at or prior to their respective Maturity Dates or on any Redemption Dates.

(End of Article Nine)

ARTICLE TEN

DEFAULT PROVISIONS

SECTION 10.01: REMEDIES IN EVENT OF DEFAULT. In addition to any other rights and remedies provided by the laws of the State of Texas, the District covenants and agrees that in the event of default in the payment of the principal of or interest on any of the Bonds when due, or, in the event the District fails to make the payments required to be made into the Bond Fund Road Bond Account, or defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Order, the Holders shall be entitled to seek a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the officials thereof to observe and perform the covenants, obligations or conditions prescribed in this Order. Any delay or omission in the exercise of any right or power accruing upon any default shall not impair any such right or power or be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 10.02: ORDER IS CONTRACT. In consideration of the purchase and acceptance of the Bonds by the Holders, the provisions of this Order shall be deemed to be and shall constitute a contract between the District and such Holders, and the covenants and agreements herein set forth to be performed on behalf of the District shall be for the equal benefit, protection and security of each of such Holders. Each of the Bonds, regardless of the time or times of their issue, authentication, registration, delivery or maturity, shall be of equal rank, without preference, priority or distinction of any Bond over any other, except as expressly provided herein.

(End of Article Ten)

ARTICLE ELEVEN

CONTINUING DISCLOSURE

SECTION 11.01: DEFINITIONS. As used in this Article, the following terms have the meanings ascribed to them below:

The term "MSRB" means the Municipal Securities Rulemaking Board.

The term "obligated person" has the meaning assigned to such term in the Rule.

The term "Offering" has the meaning assigned to such term in the Rule.

The term "Rule" means SEC Rule 15c2-12 and any regulations promulgated thereunder, all as amended from time to time.

The term "SEC" means the United States Securities and Exchange Commission.

SECTION 11.02: ANNUAL REPORTS. The District shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the District of the general type included in the District's final Official Statement prepared and distributed in connection with the Bonds, being the information described in Exhibit "C" attached hereto. Any financial statements to be so provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "C" hereto, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulations, and (ii) audited, if the District commissions an audit of such statements and such audit is completed within the period during which they must be provided hereunder. If any such audit is not completed within such period, then the District shall provide such audited financial statements for the applicable Fiscal Year to the MSRB when and if such audit report becomes available.

If the District changes its Fiscal Year, the District will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section 11.02. The financial information and operating data to be provided pursuant to this Section 11.02 may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. The District shall notify the MSRB, in a timely manner, of any failure of the District to provide financial information or operating data in accordance with this Section 11.02 by the time required herein. All documents provided to the MSRB pursuant to this Section 11.02 shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 11.03: EVENT NOTICES. The District shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (a) Principal and interest payment delinquencies;
- (b) Non-payment related defaults, if material within the meaning of the federal securities laws;
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) Substitution of credit or liquidity providers, or their failure to perform;
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
- (g) Modifications to the rights of the Holders of the Bonds, if material within the meaning of the federal securities laws;
- (h) Calls for redemption of the Bonds, if material within the meaning of the federal securities laws, and tender offers;
- (i) Defeasances of the Bonds;
- (j) Release, substitution or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- (k) Rating changes;
- (l) Bankruptcy, insolvency, receivership or similar event of the District;
- (m) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws;
- (n) Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;
- (o) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

- (p) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

As used in clauses (o) and (p) above, the term "Financial Obligation" means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii) however, the term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with the Rule; the term "Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality of a state or any political subdivision thereof, or any municipal corporate instrumentality of one or more states and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time. The Board of Directors intends the words used in clauses (o) and (p) above and in the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

SECTION 11.04: LIMITATIONS, DISCLAIMERS AND AMENDMENTS.

(a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds, within the meaning of the Rule, except that the District in any event will give notice of any call for redemption of the Bonds or defeasance of the Bonds, in whole or in substantial part, made in accordance with this Order or applicable law that causes such Bonds to no longer be outstanding.

(b) The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing herein, expressed or implied, shall be deemed to confer any benefit or any legal or equitable right, remedy or claim hereunder upon any other Person. The District undertakes to provide only the financial information, operating data financial statements and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, conditions or prospects of the District, nor does the District undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or to sell Bonds at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNERS OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR IN TORT, FOR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY, IN CONTRACT OR IN TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH, SHALL BE LIMITED TO AN ACTION BY THE HOLDER FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(d) No default by the District in observing or performing its obligations under this Article shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

(e) Nothing in this Article is intended or shall act to disclaim, waive or otherwise limit the duties of the District under applicable federal and state securities laws.

(f) Should the Rule be amended to obligate the District to make filings with or provide notices to entities other than the MSRB, the District hereby agrees to undertake such obligations with respect to the Bonds in accordance with the Rule as amended.

(g) Except as provided hereinafter, the provisions of this Article may be amended by the District from time to time, in its discretion, to adapt to changed circumstances that arise from a change in law, the identity, nature, status or type of operations of the District, or other circumstances, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell the Bonds in a primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment, or (B) a Person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. If this Article is so amended, the District shall include with any amended financial information or operating data next provided in accordance with this Article an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. Notwithstanding the foregoing, the District may also repeal or amend the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or if any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but, in either case, only if and to the extent that any such amendment or repeal by the District would not prevent an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds.

(End of Article Eleven)

ARTICLE TWELVE

MISCELLANEOUS PROVISIONS

SECTION 12.01: PAYMENT OF BONDS AND PERFORMANCE OF OBLIGATIONS. The District covenants to pay promptly the principal of and the interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, in accordance with the terms of the Bonds and this Order, and to keep and perform faithfully all of its covenants, undertakings and agreements contained in this Order, the Initial Bonds or in any Bond executed, authenticated, registered and delivered hereunder.

SECTION 12.02: DISTRICT'S SUCCESSORS AND ASSIGNS. Whenever in this Order the District is named and referred to, such naming or reference shall be deemed to include the District's successors and assigns, and all covenants and agreements in this Order by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of the District's successors and assigns, whether or not so expressed.

SECTION 12.03: NO RECOURSE AGAINST DISTRICT OFFICERS. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Order against any officer of the District or any Person executing the Bonds.

SECTION 12.04: PAYING AGENT MAY OWN BONDS. The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of the Bonds with the same rights it would have if it were not Paying Agent.

SECTION 12.05: REGISTRAR. The initial Registrar in respect of the Bonds shall be The Bank of New York Mellon Trust Company, N.A. with its principal corporate trust office and its principal payment office in Houston, Texas. The District will maintain at least one Registrar in the State of Texas, where the Bonds may be surrendered for registration of transfer and/or for exchange or replacement for other Bonds, and for the purpose of maintaining the Register on behalf of the District. The Registrar shall at all times be a duly qualified and competent trust or banking corporation or association organized and doing business under the laws of the United States of America, or of any State thereof, with a combined capital and surplus of at least \$25,000,000, which is subject to supervision of or examination by federal or State banking authorities, and which is a transfer agent duly registered with the United States Securities and Exchange Commission. The District, by order, resolution or other appropriate action, reserves the right and authority to change any Registrar or to appoint additional Registrars, and upon any such change or appointment, the District covenants and agrees to promptly cause written notice thereof, specifying the name and address of such changed or additional Registrar, to be sent to each Holder of the Bonds by United States mail, first class, postage prepaid.

SECTION 12.06: PAYING AGENT. The initial Paying Agent in respect of the Bonds shall be The Bank of New York Mellon Trust Company, N.A. with its principal corporate trust office and its principal payment office in Houston, Texas. To the extent practicable, the District will maintain in the State of Texas, at least one (1) duly qualified and competent trust or banking corporation or association organized and doing business under the laws of the United States of

America, or of any State thereof, where the Bonds may be presented or surrendered for payment of principal. The District, by order, resolution or other appropriate action, reserves the right and authority to change any Paying Agent or to appoint additional Paying Agents, and upon any such change or appointment, the District covenants and agrees to promptly cause written notice thereof, specifying the name and address of such changed or additional Paying Agent, to be sent to each Holder of the Bonds by United States mail, first class, postage prepaid.

SECTION 12.07: DISCHARGE BY DEPOSIT. The District may discharge its obligation to the Holders to pay the principal of and the interest on the Bonds and may defease the Bonds in accordance with the provisions of then applicable law, including, without limitation, V.T.C.A. Government Code §1207.001 et seq., as amended.

SECTION 12.08: LEGAL HOLIDAYS. In any case when any Interest Payment Date, Maturity Date or Redemption Date for any Bond is not a Business Day, then payment by the Paying Agent of such principal, interest or redemption price need not be made on such day, but may be made on the next succeeding Business Day with the same force and effect as if made on the scheduled Interest Payment Date, Maturity Date or Redemption Date, and no further interest shall accrue beyond such scheduled date.

SECTION 12.09: ESCHEAT LAWS. Notwithstanding any part or provision of the Bonds or this Order to the contrary, the powers, rights, duties, functions and responsibilities of the District, the Paying Agent, the Registrar, the Initial Purchaser, and the Holders shall at all times conform and be subject to the requirements, limitations, procedures and provisions of Title 6, Texas Property Code, as now and hereafter amended, and in case of any conflict or inconsistency therewith now existing or hereafter created, the provisions of such laws shall prevail and control, and the provisions of this Order and the Bonds shall be deemed to be supplemented or amended to conform thereto.

SECTION 12.10: BENEFITS OF ORDER. Nothing in this Order or in the Bonds, expressed or implied, shall give or be construed to give any Person, other than the District; the Paying Agent; the Registrar; if applicable, the municipal bond insurance company; and the Holders, any legal or equitable right or claim under or in respect of this Order, or under any covenant, condition or provision herein contained, and all the covenants, conditions and provisions contained in this Order or in the Bonds shall be for the sole benefit of the District, the Paying Agent; the Registrar; if applicable, the municipal bond insurance company; and the Holders.

SECTION 12.11: SEVERABILITY CLAUSE. If any word, phrase, clause, sentence, paragraph, section or other part of this Order, or the application thereof to any Person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Order and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Order to any other Persons or circumstances shall not be affected thereby.

SECTION 12.12: ACCOUNTING. The District will keep proper records and accounts regarding the levy and collection of taxes, which records and accounts will be made available to any Holder on reasonable request. Each year while any of the Bonds are outstanding,

the District shall have an audit of its books and accounts performed by a certified public accountant or firm of certified public accountants, based on its Fiscal Year, and copies of such audits will be made available to any Holder upon request and upon payment by such Holder of the reasonable costs to the District of providing same.

SECTION 12.13: NOTICE. Except as otherwise expressly provided herein, any notice, authorization, request or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when deposited in the United States mail, first class postage prepaid, and addressed to the Person to be notified and, with respect to notice to any Holder shall be addressed to the latest address shown on the Register.

SECTION 12.14: FURTHER PROCEEDINGS; ELECTRONIC DELIVERY. The President, Vice President, Secretary and any Assistant Secretary of the Board of Directors and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Order, including, without limitation, the execution of this Order and other documentation required in connection herewith and with the issuance of the Bonds. Further, the District's Bond Counsel and financial advisor shall be authorized to prepare written instructions to the Paying Agent, on behalf of the District, for the disbursement and/or deposit of Net Proceeds to pay expenses incident to the issuance of the Bonds. Any Bonds or other documentation required or permitted to be delivered by the District pursuant to the terms of this Order, including delivery of the Initial Bonds and any subsequent Bonds by the District to the Registrar pursuant to Article Three hereof, may be so delivered by electronic means or in an electronic format at the option of the District.

SECTION 12.15: AMENDMENT OF ORDER. The District may, without the consent of or notice to any Holder of the Bonds, amend, change or modify this Order as may be required (a) by the provisions hereof (including, without limitation, Article Eleven hereof); (b) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein; or (c) in connection with any other change which is not to the prejudice of the Holders of the Bonds. Except for such amendments, changes or modifications, the District shall not amend, change or modify this Order in any manner without the consent of the Holders of all the Bonds then outstanding in any manner, which would (a) extend the time or times of payment of the principal of and interest on the Bonds, or reduce the principal amount thereof or the rate or interest thereon or in any way modify the terms or sources of payment of the principal of or interest on the Bonds; (b) create any lien ranking prior to the lien of the Bonds; (c) give preference of any Bond over any other Bonds; or (d) extend any waiver of default to subsequent defaults.

SECTION 12.16: ISSUANCE OF BONDS UNDER CERTAIN TERMS AND CONDITIONS. The Bonds shall be issued upon and subject to the further terms and conditions contained in the Prior Bond Orders, which shall apply with equal force to the Bonds as if set forth fully herein; provided, however, that where the provisions of the Prior Bond Orders are inconsistent or in conflict with the terms and provisions of this Order, the terms and provisions of this Order shall govern.

(End of Article Twelve)

ARTICLE THIRTEEN

SALE OF BONDS

SECTION 13.01: SALE OF BONDS. Sale of the Bonds is hereby awarded to _____ (the "Initial Purchaser"), for the sum of \$_____, subject to the issuance of an approving opinion as to legality of the Initial Bonds of the Attorney General of Texas and of Bond Counsel for the District. It is hereby found and declared that the bid of the Initial Purchaser produces the lowest net effective interest rate to the District and is the best obtained for the Bonds pursuant to and after taking sealed, competitive public bids therefor, as required by law, and that the net effective interest rate resulting from said bid is _____% which is less than the maximum of _____% permitted by the District's Official Notice of Sale. It is hereby further found and declared that the terms of the sale of the Bonds are in the District's best interests.

SECTION 13.02: NOTICE OF SALE. It is hereby affirmatively found and declared that notice of the time and place of this sale and the details concerning the sale of the Bonds was given by publishing an appropriate notice of sale:

- (a) at least one (1) time not less than ten (10) days before the date of sale in a newspaper of general circulation in the county in which the District is located; and
- (b) at least one (1) time in a recognized financial publication of general circulation in the State of Texas, as approved by the Attorney General of Texas.

(End of Article Thirteen)

ARTICLE FOURTEEN

OPEN MEETING AND EFFECTIVE DATE

SECTION 14.01: OPEN MEETING. The Board of Directors officially finds, determines and declares that this Order was reviewed, considered and adopted at a meeting of the Board of Directors beginning at 2:00 p.m., College Station, Texas time on _____, 2025, and that a sufficient written notice of the date, hour, place and subject of this meeting was posted at the District's administrative office and at a place readily accessible and convenient to the public within the District and was timely furnished to the County Clerk of Brazos County, Texas, for posting on a bulletin board located at a place convenient to the public in the Brazos County Courthouse and on said clerk's or said county's Internet website, for the time prescribed by law preceding this meeting, as required by Chapter 551, Texas Government Code, as amended, and Section 49.063 of the Texas Water Code, as amended, and that this meeting has been open to the public, as required by law, at all times during which this Order and the subject matter hereof has been discussed, considered and acted upon. The Board of Directors further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 14.02: EFFECTIVE DATE OF ORDER. This Order shall take effect and be in full force and effect upon and after its passage.

(End of Article Fourteen)

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

PASSED AND ADOPTED the _____ day of November, 2025.

President, Board of Directors
Rock Prairie Management District No. 2

ATTEST:

Secretary, Board of Directors
Rock Prairie Management District No. 2

(SEAL)

EXHIBIT "A"

(FORM OF INITIAL BOND)

REGISTERED
NUMBER
IR-

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZOS

REGISTERED
AMOUNT
\$_____

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2
UNLIMITED TAX ROAD BOND
SERIES 2025

Interest Rate: Maturity Date: Initial Date: Delivery Date: CUSIP NO.:
_____ % September 1, ____ November 1, 2025 _____, 2025

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, a conservation and reclamation district, a body politic and corporate and a governmental agency and political subdivision created under the Constitution and laws of the State of Texas, situated in Brazos County, Texas (the "District"), FOR VALUE RECEIVED hereby acknowledges itself indebted to and PROMISES TO PAY TO

CEDE & CO.

or registered assigns, on the due date specified above, the principal sum of

_____ DOLLARS

(or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption), and to pay interest thereon from the later of the Delivery Date specified above or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months. Interest hereon is payable semiannually on March 1 and September 1 (individually, an "Interest Payment Date") of each year, commencing on March 1, 2026, until the maturity or redemption date of this Bond, as provided in the order of the Board of Directors of the District duly adopted on _____, 2025 (the "Bond Order"), authorizing the issuance of this Bond, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the "Record Date"). Principal of this Bond due at maturity or upon prior redemption is payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon presentation and surrender of this Bond at the designated office of the agency selected by the District for such purpose (the "Paying Agent"). Except at maturity, interest on, or mandatory redemption payments, if any, in respect of, this Bond are payable by mailing of a check of the Paying Agent for such interest payable to, or upon written order of, the registered owner hereof at the address shown on

the registry books maintained on behalf of the District by a trust or banking corporation or association selected by the District for such purpose (the "Registrar"), or by such other customary banking arrangements as may be acceptable to the Paying Agent and the registered owner hereof, at the risk and expense of the registered owner hereof. The initial Registrar and Paying Agent shall be The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Houston, Texas.

THIS BOND IS ONE OF AN AUTHORIZED ISSUE OF BONDS, aggregating Two Million Seven Hundred and Fifty Thousand and No/100 Dollars (\$2,750,000.00) (the "Bonds"), issued for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, by authority of an election held within and for the District on November 3, 2015, and pursuant to the Bond Order and under and in strict conformity with the Constitution and laws of the State of Texas.

THE TRANSFER OF THIS BOND may be accomplished by due execution of the provisions for assignment hereon and is registerable at the designated office of the Registrar by the registered owner hereof, or by his or her duly authorized representative, but only in the manner and subject to the limitations provided in the Bond Order, and only upon surrender of this Bond. Upon any such registration of transfer, one or more exchange Bonds, in authorized denominations, for a like interest rate and aggregate principal amount, shall be authenticated by the Registrar and registered and delivered or sent by United States mail, first class, postage prepaid, to the transferee in exchange therefor. This Bond, with or without others of like form and series, may in like manner be exchanged for one or more registered bonds of other authorized denominations at the same interest rate and in the same aggregate principal amount. No service charge shall be made for any such transfer or exchange, but the District and/or the Registrar may impose a charge sufficient to defray any tax or governmental charge in connection therewith.

⁵[THE BONDS ISSUED AS TERM BONDS and scheduled to mature on September 1, _____, are subject to mandatory redemption, prior to said scheduled Maturity Dates, and shall be redeemed, by lot or by other customary method, on September 1 in each of the years and in the principal amounts set forth in the following table (subject to reductions of such principal amounts attributable to prior optional redemptions of such Term Bonds by the District, as provided in the Bond Order), plus accrued interest on said principal amounts:

Year of Redemption		Principal Amount
	(Maturity)	]

THE DISTRICT RESERVES THE RIGHT, AT ITS OPTION, TO REDEEM the Bonds of this issue maturing on or after September 1, 2032, in whole or, from time to time, in part, prior

⁵ To be determined.

to their scheduled maturities, on September 1, 2031, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed, plus accrued interest on said principal amount to be redeemed to the date fixed for redemption. In the event that a Serial Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Serial Bond may be redeemed, but only in a principal amount equal to \$5,000, or an integral multiple thereof, and only upon the delivery of one or more exchange Serial Bonds of the same interest rate and in aggregate principal amount equal to the unredeemed portion of the Serial Bond so redeemed in part. If less than all of the outstanding principal amount of a Term Bond is to be redeemed, the District may determine and notify the Paying Agent of the reduction in the remaining mandatory redemption amount(s) of such Term Bond as result from such optional redemption.

NOTICE OF REDEMPTION will be given by mailing same to the registered owners of the Bonds to be redeemed, in whole or in part, at least thirty (30) days prior to the date fixed for redemption. By the date fixed for redemption, due provision will have been made with the Paying Agent for payment of the principal amount of the Bonds so called for redemption, plus accrued interest thereon to the date fixed for redemption. When Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same, such Bonds, or the portions thereof so called for redemption, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the rights of the owners to collect interest which would otherwise accrue after the redemption date on the principal of the Bonds, or the portions thereof so called for redemption, will be terminated.

NEITHER THE DISTRICT NOR THE REGISTRAR SHALL BE REQUIRED to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of, the mailing of any notice of redemption prior to maturity; nor shall the District or the Registrar be required to transfer or exchange any Bond so selected for redemption, in whole or in part, when such redemption is scheduled to occur within thirty (30) calendar days thereafter.

PRIOR TO DUE PRESENTATION OF THIS BOND FOR REGISTRATION OF TRANSFER, the District, the Paying Agent and the Registrar may deem and treat the registered owner hereof as the absolute owner of this Bond (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment hereof, or on account hereof, and interest due hereon, and for all other purposes, and neither the District, the Paying Agent nor the Registrar shall be bound or affected by any notice to the contrary.

THE DISTRICT HAS DESIGNATED THE BONDS AS "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b) of the Internal Revenue Code of 1986 in effect on the date of the issuance of the Bonds.

THIS BOND, AND THE OTHER BONDS OF THE SERIES OF WHICH IT IS A PART, are payable from the proceeds of an ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Bond Order for a complete description of: the terms, covenants and provisions pursuant to which this Bond

and said series of Bonds are secured and made payable; the respective rights thereunder of the registered owners of the Bonds and of the District, the Paying Agent and the Registrar; the terms upon which the Bonds are, and are to be, registered and delivered; and any capitalized terms not otherwise defined herein. By acceptance of this Bond, the owner hereof expressly assents to all of the provisions of the Bond Order.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond, and the series of Bonds of which it is a part, is duly authorized by law; that all acts, conditions, and things required to exist and to be done precedent to and in the issuance of this Bond and said series of Bonds to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that due provision has been made for the payment of the interest on and the principal of this Bond and the series of Bonds of which it is a part by the levy of a direct, annual ad valorem tax upon all taxable property within the District sufficient for said purposes; and that the issuance of this Bond and said series of Bonds does not exceed any constitutional or statutory limitation.

UNLESS AND UNTIL A CERTIFICATE OF REGISTRATION of the Comptroller of Public Accounts of the State of Texas has been manually executed hereon by such Comptroller (or a duly authorized deputy), as provided in the Bond Order, this Bond shall not be entitled to the benefit and security of the Bond Order nor be valid or obligatory for any purpose.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2 has caused this Bond to be executed by the manual or facsimile signatures of the President and Secretary of its Board of Directors and its official seal to be impressed or placed in facsimile hereon.

ROCK PRAIRIE MANAGEMENT
DISTRICT NO. 2

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

STATEMENT OF INSURANCE

[To Be Determined]

OFFICE OF THE COMPTROLLER

REGISTER NO. _____

THE STATE OF TEXAS

I HEREBY CERTIFY that there is on file and of record in my office an opinion of the Attorney General of the State of Texas to the effect that this Bond has been examined by said Attorney General as required by law, that said Attorney General finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and it is a valid and binding obligation of Rock Prairie Management District No. 2 and said Bond has this day been registered by me.

WITNESS MY HAND AND SEAL OF OFFICE at Austin, Texas, _____.

Acting Comptroller of Public Accounts
of the State of Texas

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number): _____
the within Bond and does hereby irrevocably constitute and appoint
_____ as attorney to transfer said Bond on the books kept for
registration thereof, with full power of substitution in the premises.

Dated: _____

The signature of the Registered Owner
appearing on this Assignment is hereby
verified as true and genuine and is guaranteed
by:

(Bank, Trust Company, or Brokerage Firm)

By: _____
(Authorized Representative)

Registered Owner

NOTICE: The signature on this
Assignment must correspond in every
particular with the name of the Registered
Owner as it appears on the face of the
within Bond.

EXHIBIT "B"

(FORM OF EXCHANGE BOND)

REGISTERED
NUMBER

R-

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZOS

REGISTERED
AMOUNT

\$_____

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2
UNLIMITED TAX ROAD BOND
SERIES 2025

Interest Rate: _____% Maturity Date: September 1, ____ Initial Date: November 1, 2025 Delivery Date: _____ CUSIP NO.: _____

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, a conservation and reclamation district, a body politic and corporate and a governmental agency and political subdivision created under the Constitution and laws of the State of Texas, situated in Brazos County, Texas (the "District"), FOR VALUE RECEIVED hereby acknowledges itself indebted to and PROMISES TO PAY TO

or registered assigns, on the due date specified above, the principal sum of

_____ DOLLARS

(or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption), and to pay interest thereon from the later of the Delivery Date specified above or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months. Interest hereon is payable semiannually on March 1 and September 1 (individually, an "Interest Payment Date") of each year, commencing on March 1, 2026, until the maturity or redemption date of this Bond, as provided in the order of the Board of Directors of the District duly adopted on _____, 2025 (the "Bond Order"), authorizing the issuance of this Bond, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the "Record Date"). Principal of this Bond due at maturity or upon prior redemption is payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon presentation and surrender of this Bond at the designated office of the agency selected by the District for such purpose (the "Paying Agent"). Except at maturity, interest on, or mandatory redemption payments, if any, in respect of, this Bond are payable by mailing of a check of the Paying Agent for such interest payable to, or upon written order of, the registered owner hereof at the address shown on

the registry books maintained on behalf of the District by a trust or banking corporation or association selected by the District for such purpose (the "Registrar"), or by such other customary banking arrangements as may be acceptable to the Paying Agent and the registered owner hereof, at the risk and expense of the registered owner hereof. The initial Registrar and Paying Agent shall be The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Houston, Texas.

THIS BOND IS ONE OF AN AUTHORIZED ISSUE OF BONDS, aggregating Two Million Seven Hundred and Fifty Thousand and No/100 Dollars (\$2,750,000.00) (the "Bonds"), issued for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, by authority of an election held within and for the District on November 3, 2015, and pursuant to the Bond Order and under and in strict conformity with the Constitution and laws of the State of Texas.

THE TRANSFER OF THIS BOND may be accomplished by due execution of the provisions for assignment hereon and is registerable at the designated office of the Registrar by the registered owner hereof, or by his or her duly authorized representative, but only in the manner and subject to the limitations provided in the Bond Order, and only upon surrender of this Bond. Upon any such registration of transfer, one or more exchange Bonds, in authorized denominations, for a like interest rate and aggregate principal amount, shall be authenticated by the Registrar and registered and delivered or sent by United States mail, first class, postage prepaid, to the transferee in exchange therefor. This Bond, with or without others of like form and series, may in like manner be exchanged for one or more registered bonds of other authorized denominations at the same interest rate and in the same aggregate principal amount. No service charge shall be made for any such transfer or exchange, but the District and/or the Registrar may impose a charge sufficient to defray any tax or governmental charge in connection therewith.

⁶[THE BONDS ISSUED AS TERM BONDS and scheduled to mature on September 1, ____, are subject to mandatory redemption, prior to said scheduled Maturity Dates, and shall be redeemed, by lot or by other customary method, on September 1 in each of the years and in the principal amounts set forth in the following table (subject to reductions of such principal amounts attributable to prior optional redemptions of such Term Bonds by the District, as provided in the Bond Order), plus accrued interest on said principal amounts:

Year of Redemption		Principal Amount
	(Maturity)	]

THE DISTRICT RESERVES THE RIGHT, AT ITS OPTION, TO REDEEM the Bonds of this issue maturing on or after September 1, 2032, in whole or, from time to time, in part, prior

⁶ To be determined.

to their scheduled maturities, on September 1, 2031, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed, plus accrued interest on said principal amount to be redeemed to the date fixed for redemption. In the event that a Serial Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Serial Bond may be redeemed, but only in a principal amount equal to \$5,000, or an integral multiple thereof, and only upon the delivery of one or more exchange Serial Bonds of the same interest rate and in aggregate principal amount equal to the unredeemed portion of the Serial Bond so redeemed in part. If less than all of the outstanding principal amount of a Term Bond is to be redeemed, the District may determine and notify the Paying Agent of the reduction in the remaining mandatory redemption amount(s) of such Term Bond as result from such optional redemption.

NOTICE OF REDEMPTION will be given by mailing same to the registered owners of the Bonds to be redeemed, in whole or in part, at least thirty (30) days prior to the date fixed for redemption. By the date fixed for redemption, due provision will have been made with the Paying Agent for payment of the principal amount of the Bonds so called for redemption, plus accrued interest thereon to the date fixed for redemption. When Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same, such Bonds, or the portions thereof so called for redemption, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the rights of the owners to collect interest which would otherwise accrue after the redemption date on the principal of the Bonds, or the portions thereof so called for redemption, will be terminated.

NEITHER THE DISTRICT NOR THE REGISTRAR SHALL BE REQUIRED to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of, the mailing of any notice of redemption prior to maturity; nor shall the District or the Registrar be required to transfer or exchange any Bond so selected for redemption, in whole or in part, when such redemption is scheduled to occur within thirty (30) calendar days thereafter.

PRIOR TO DUE PRESENTATION OF THIS BOND FOR REGISTRATION OF TRANSFER, the District, the Paying Agent and the Registrar may deem and treat the registered owner hereof as the absolute owner of this Bond (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment hereof, or on account hereof, and interest due hereon, and for all other purposes, and neither the District, the Paying Agent nor the Registrar shall be bound or affected by any notice to the contrary.

THE DISTRICT HAS DESIGNATED THE BONDS AS "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b) of the Internal Revenue Code of 1986 in effect on the date of the issuance of the Bonds.

THIS BOND, AND THE OTHER BONDS OF THE SERIES OF WHICH IT IS A PART, are payable from the proceeds of an ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Bond Order for a complete description of: the terms, covenants and provisions pursuant to which this Bond

and said series of Bonds are secured and made payable; the respective rights thereunder of the registered owners of the Bonds and of the District, the Paying Agent and the Registrar; the terms upon which the Bonds are, and are to be, registered and delivered; and any capitalized terms not otherwise defined herein. By acceptance of this Bond, the owner hereof expressly assents to all of the provisions of the Bond Order.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond, and the series of Bonds of which it is a part, is duly authorized by law; that all acts, conditions, and things required to exist and to be done precedent to and in the issuance of this Bond and said series of Bonds to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that due provision has been made for the payment of the interest on and the principal of this Bond and the series of Bonds of which it is a part by the levy of a direct, annual ad valorem tax upon all taxable property within the District sufficient for said purposes; and that the issuance of this Bond and said series of Bonds does not exceed any constitutional or statutory limitation.

UNLESS AND UNTIL A CERTIFICATE OF REGISTRATION of the Registrar has been manually executed by an authorized representative of the Registrar, as provided in the Bond Order, this Bond shall not be entitled to the benefit and security of the Bond Order nor be valid or obligatory for any purpose.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2 has caused this Bond to be executed by the manual or facsimile signatures of the President and Secretary of its Board of Directors and its official seal to be impressed or placed in facsimile hereon.

ROCK PRAIRIE MANAGEMENT
DISTRICT NO. 2

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

STATEMENT OF INSURANCE

[To be determined]

CERTIFICATE OF REGISTRAR

This is to certify that this Bond is one of the Bonds issued under the provisions of the within-mentioned Bond Order, and it is hereby further certified that this Bond has been authorized and delivered in conversion and exchange for, or in replacement of, a Bond, Bonds or portions thereof (or one or more prior conversion, exchange or replacement Bonds) originally issued by Rock Prairie Management District No. 2, approved by the Attorney General of Texas, and initially registered by the Comptroller of Public Accounts of the State of Texas.

_____, Registrar

Dated: _____

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number): _____
the within Bond and does hereby irrevocably constitute and appoint
_____ as attorney to transfer said Bond on the books kept for
registration thereof, with full power of substitution in the premises.

Dated: _____

The signature of the Registered Owner
appearing on this Assignment is hereby
verified as true and genuine and is guaranteed
by:

(Bank, Trust Company, or Brokerage Firm)

By: _____
(Authorized Representative)

Registered Owner

NOTICE: The signature on this
Assignment must correspond in every
particular with the name of the Registered
Owner as it appears on the face of the
within Bond.

[The legal opinion of Bond Counsel shall also be attached to the Exchange Bonds.]

EXHIBIT "C"

CONTINUING DISCLOSURE

The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement under the sections entitled: "FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)," "GENERAL FUND," "DEBT SERVICE REQUIREMENTS," "TAX DATA," (most of which information is contained in the District's annual audited financial statements) and in "APPENDIX A".

Any financial statements of the District will be prepared in accordance with generally accepted accounting principles for local government units as prescribed by the Governmental Accounting Standards Board or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation.



Anthea W. Moran
Managing Director

September 17, 2025

City of College Station
1101 Texas Avenue
College Station, Texas 77840
Attn: Finance Department

Re: Rock Prairie Management District No. 2
Unlimited Tax Road Bonds, Series 2025

Dear Sir or Madam,

This letter is written in connection with the referenced bond issue by Rock Prairie Management District No. 2 (the "District").

As the District's financial advisor, we hereby certify that the proposed bonds are being issued within the existing economic feasibility guidelines established by the Texas Commission Environmental Quality and should meet all of the requirements set out in the City's ordinance approving creation of the District.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Anthea W. Moran', with a long horizontal flourish extending to the right.

Anthea W. Moran
Managing Director

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER 11, 2025

This Preliminary Official Statement is subject to completion and amendment and is intended solely for the solicitation of initial bids to purchase the Bonds. Upon sale of the Bonds, the Official Statement will be completed and delivered to the Underwriter.

IN THE OPINION OF BOND COUNSEL, THE BONDS ARE VALID OBLIGATIONS OF ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, AND INTEREST ON THE BONDS IS EXCLUDABLE FROM GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION UNDER STATUTES, REGULATIONS, PUBLISHED RULINGS AND COURT DECISIONS EXISTING ON THE DATE OF SUCH OPINION SUBJECT TO THE MATTERS DESCRIBED UNDER “LEGAL MATTERS” HEREIN, INCLUDING THE ALTERNATIVE MINIMUM TAX ON CERTAIN CORPORATIONS. SEE “LEGAL MATTERS” HEREIN FOR A DISCUSSION OF THE OPINION OF BOND COUNSEL.

THE BONDS HAVE BEEN DESIGNATED “QUALIFIED TAX-EXEMPT OBLIGATIONS” FOR FINANCIAL INSTITUTIONS. SEE “LEGAL MATTERS—Qualified Tax-Exempt Obligations.”

BOOK-ENTRY-ONLY

\$2,750,000

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2

(A political subdivision of the State of Texas located within Brazos County)

UNLIMITED TAX ROAD BONDS

SERIES 2025

Dated: November 1, 2025

Due: September 1, as shown below

Interest Accrual Date: Date of Delivery

Principal of the bonds described above (the “Bonds”) will be payable at maturity or earlier redemption at the principal payment office of the Paying Agent/Registrar, initially The Bank of New York Mellon Trust Co., N.A., Houston, Texas (the “Paying Agent/Registrar”). Interest on the Bonds will accrue from the initial date of delivery (expected to be on or about November 25, 2025) (the “Delivery Date”) and will be payable on March 1 and September 1 of each year commencing March 1, 2026 until maturity or prior redemption and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will be issued in fully registered form only in denominations of \$5,000 each or integral multiples thereof. The Bonds will be subject to redemption prior to their maturity, as shown below.

The Bonds will be registered and delivered only in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bonds. Beneficial Owners (as defined herein under “BOOK-ENTRY-ONLY SYSTEM”) of the Bonds will not receive physical certificates representing the Bonds but will receive a credit balance on the books of the DTC participants. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent/Registrar, as herein defined, directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the Beneficial Owners. See “BOOK-ENTRY-ONLY SYSTEM.”

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS

Due	Principal	Interest	Initial	CUSIP	Due	Principal	Interest	Initial	CUSIP
(Sept 1)	Amount (a)	Rate	Reoffering Yield (b)	Number (d)	(Sept 1)	Amount (a)	Rate	Reoffering Yield (b)	Number (d)
2027	\$ 90,000				2039	\$ 115,000 (c)			
2028	90,000				2040	115,000 (c)			
2029	95,000				2041	120,000 (c)			
2030	95,000				2042	120,000 (c)			
2031	100,000				2043	125,000 (c)			
2032	100,000 (c)				2044	125,000 (c)			
2033	100,000 (c)				2045	130,000 (c)			
2034	105,000 (c)				2046	130,000 (c)			
2035	105,000 (c)				2047	135,000 (c)			
2036	110,000 (c)				2048	135,000 (c)			
2037	110,000 (c)				2049	140,000 (c)			
2038	115,000 (c)				2050	145,000 (c)			

- (a) The Underwriter (as herein defined) may designate one or more maturities as term bonds. See accompanying “OFFICIAL NOTICE OF SALE” and “OFFICIAL BID FORM.”
- (b) Initial reoffering yield represents the initial offering yield to the public, which has been established by the Underwriter for offers to the public and which may be subsequently changed by the Underwriter and is the sole responsibility of the Underwriter. The initial reoffering yields indicated above represent the lower of the yields resulting when priced to maturity or to the first call date.
- (c) The Bonds maturing on or after September 1, 2032 are subject to redemption prior to maturity at the option of the District, in whole or, from time to time in part, on September 1, 2031, or on any date thereafter, at a price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption. See “THE BONDS—Redemption Provisions.”
- (d) CUSIP Numbers have been assigned to the Bonds by CUSIP Global Services and are included solely for the convenience of the purchasers of the Bonds. Neither the District nor the Underwriter shall be responsible for the selection or correctness of the CUSIP Numbers set forth herein.

The Bonds, when issued, will constitute valid and legally binding obligations of Rock Prairie Management District No. 2 (the “District”) and will be payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District, as further described herein. The Bonds are obligations solely of the District and are not obligations of the State of Texas, Brazos County, the City of College Station or any entity other than the District. Investment in the Bonds is subject to special investment considerations described herein. See “RISK FACTORS.”

The Bonds are offered when, as and if issued by the District, subject, among other things, to the approval of the Bonds by the Attorney General of Texas and the approval of certain legal matters by Schwartz, Page & Harding, L.L.P., Houston, Texas, Bond Counsel. Delivery of the Bonds in book-entry form through DTC is expected on or about November 25, 2025.

BIDS DUE: MONDAY, OCTOBER 27, 2025 AT 9:00 A.M., HOUSTON TIME, HOUSTON, TEXAS
BID AWARD: MONDAY, OCTOBER 27, 2025 AT 12:00 P.M., HOUSTON TIME, COLLEGE STATION, TEXAS

TABLE OF CONTENTS

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS	1
OFFICIAL STATEMENT SUMMARY	3
FINANCIAL INFORMATION (UNAUDITED)	6
THE BONDS	7
BOOK-ENTRY-ONLY SYSTEM	11
THE DISTRICT	12
UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION	14
MANAGEMENT OF THE DISTRICT	15
THE DEVELOPERS	16
THE ROADS	16
USE AND DISTRIBUTION OF BOND PROCEEDS	17
UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED	17
FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)	18
ESTIMATED OVERLAPPING DEBT STATEMENT	19
TAX DATA	20
TAXING PROCEDURES	22
GENERAL FUND	27
DEBT SERVICE REQUIREMENTS	28
RISK FACTORS	29
LEGAL MATTERS	35
REGISTRATION AND QUALIFICATION UNDER SECURITIES LAWS	37
NO MATERIAL ADVERSE CHANGE	38
NO LITIGATION CERTIFICATE	38
MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE	38
SALE AND DISTRIBUTION OF THE BONDS	38
PREPARATION OF OFFICIAL STATEMENT	38
UPDATING OF OFFICIAL STATEMENT	39
CERTIFICATION OF OFFICIAL STATEMENT	39
CONTINUING DISCLOSURE OF INFORMATION	39
MISCELLANEOUS	41
AERIAL PHOTO	42
PHOTOGRAPHS	43
APPENDIX A	44
INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED MAY 31, 2025	APPENDIX A

USE OF INFORMATION IN OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, as amended and in effect on the date hereof, this document constitutes an Official Statement with respect to the Bonds that has been "deemed final" by the District as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the District.

This Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, orders, contracts, audited financial statements, engineering and other related reports set forth in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from Schwartz, Page & Harding, L.L.P., 1300 Post Oak Boulevard, Suite 2400, Houston, Texas, 77056 upon payment of the costs of duplication.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, SEC Rule 15c2-12, as amended.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or other matters described herein since the date hereof. However, the District has agreed to keep this Official Statement current by amendment or sticker to reflect material changes in the affairs of the District and, to the extent that relevant information actually comes to its attention, the other matters described in this Official Statement until delivery of the Bonds to the Underwriter, and thereafter only as specified in "UPDATING OF OFFICIAL STATEMENT."

OFFICIAL STATEMENT SUMMARY

The following information is qualified in its entirety by the detailed information and financial statements appearing elsewhere in this Official Statement. The summary should not be detached and should be used in conjunction with more complete information contained herein. A full review should be made of the entire OFFICIAL STATEMENT and of the documents summarized or described therein.

THE DISTRICT

Description and

Location The District was created in 2013 by a special act of the 83rd Texas Legislature, House Bill 3874, Regular Session, codified as Chapter 3909, Texas Special District Local Laws Code (the “Act”) pursuant to Sections 52 and 52-a, Article III, and Section 59, Article XVI, of the Texas Constitution. The District contains approximately 319 acres of land and is located on the east side of Texas State Highway 6 between Rock Prairie Road and William D. Fitch Parkway, which is approximately 5 miles south of the central business district of the City of College Station. The district lies entirely within the corporate limits of the City of College Station (the “City”) and within the boundaries of the College Station Independent School District. See “THE DISTRICT” and “AERIAL PHOTOGRAPH.”

The Developers Approximately 120 acres within the District is being developed as Midtown City Center by College Station Town Center, Inc., a Texas corporation (“CSTC”), which was formed for the sole purpose of developing its land in the District. Its only substantial asset consists of land in the District. James Murr is the President of CSTC and an owner of a portion of CSTC. Currently, CSTC owns approximately 78 acres of land within the District, all of which is served with trunk utilities and has no vertical improvements.

Approximately 172 acres of land within the District is being developed as Midtown Reserve for single family purposes by College Station Downtown Residential LLC (“CSDR”), a Texas limited liability company, which was formed for the sole purpose of developing its land in the District. Its only substantial asset consists of land in the District. James Murr is a director of DM-CSDR Inc., which is a member of CSDR. Currently, CSDR owns approximately 45 acres within the District, all of which is served with trunk utilities and has no vertical improvements.

CSTC and CSDR are collectively referred to herein as the “Developers.” Neither the Developers nor any of their affiliates are obligated to pay any principal or interest on the Bonds. See “THE DEVELOPERS.”

The Developers have each entered into various Utility Development Agreements with the District to provide for the financing and construction of water, sewer, drainage and road facilities for the District. See “THE DEVELOPERS” and “TAX DATA—Principal Taxpayers.”

The remaining developable land in the District is owned by several property owners.

Status of Development Water, sewer and drainage facilities, as well as roads, are complete to serve Midtown Reserve Subdivision (approximately 108 acres developed into 601 single family residential lots). Home construction began in 2019 and, as of August 1, 2025, the District consisted of 449 completed and occupied homes, 2 completed and unoccupied homes, 55 homes under construction, 1 model home, and 94 vacant developed lots. In addition there are approximately 29 acres consisting of 164 lots under construction. Homebuilding in the District is currently being conducted by DR Horton, Kaleo Homes, and Boxwood Homes. New homes in the District range in price from approximately \$300,000 to \$600,000.

Utility trunk facilities and roads have also been constructed to serve approximately 92 acres of commercial and multi-family development within the District. Commercial development to date includes an office park located on approximately 11 acres, Accel at College Station, a 116-bed transitional care and rehabilitation facility located on approximately 8 acres, and a 264-unit apartment complex located on approximately 9 acres. The remaining 62 acres of commercial and multi-family reserves do not have vertical construction. See “TAX DATA—Principal Taxpayers.”

The balance of the District consists of approximately 9 undeveloped but developable acres and approximately 81 undevelopable acres of easements, parks and rights-of-way. See “THE DISTRICT-Status of Development.”

Water and WastewaterRetail water and wastewater service for development within the District is provided by College Station Utilities (“CSU”). CSU holds the requisite certificates of convenience and necessity over the land within the District. See “UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION.”

THE FINANCING

The Issue.....\$2,750,000 Rock Prairie Management District No. 2 Unlimited Tax Road Bonds, Series 2025, dated November 1, 2025. The Bonds mature serially on September 1 in each of the years from 2027 through 2051, both inclusive, in the respective amounts and bearing interest at the rates for each maturity shown on the cover page hereof. Interest on the Bonds will accrue from the Delivery Date (expected to be on or about November 25, 2025) and will be payable March 1 and September 1 of each year commencing March 1, 2026 until maturity or prior redemption and will be calculated on the basis of 360-day year consisting of twelve 30-day months. The Bonds maturing on or after September 1, 2032 are subject to optional redemption, in whole or, from time to time, in part, on September 1, 2031, or on any date thereafter, at a price equal to the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption. If less than all the Bonds are redeemed, the particular maturity or maturities and the amounts thereof to be redeemed shall be selected by the District in integral multiples of \$5,000 in any one maturity. If less than all the Bonds within a maturity are redeemed, the Bonds to be redeemed shall be selected by DTC in accordance with its procedures. See “BOOK-ENTRY-ONLY SYSTEM” and “THE BONDS—Redemption Provisions.” The Bonds will be issued in fully registered form only, in denominations of \$5,000 or any integral multiple thereof. See “THE BONDS.”

Book-Entry-OnlyThe Bonds will be registered in the name of, and delivered only to, Cede & Co., the nominee of DTC, pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof. No physical delivery of the Bonds will be made to the Beneficial Owners. Principal of and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC, which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the Beneficial Owners of the Bonds. See “BOOK-ENTRY- ONLY SYSTEM.”

Authority for IssuanceThe Bonds are the sixth series of bonds issued out of an aggregate of \$106,600,000 principal amount of unlimited tax bonds authorized by the District’s voters for the purpose of acquiring or constructing road facilities. The Bonds are issued pursuant to the Bond Order (as defined herein); an election held within the District on November 3, 2015; Article III, Section 52 of the Texas Constitution; the general laws of the State of Texas; Chapter 3909, Texas Special District Local Laws Code; Chapter 49 of the Texas Water Code, as amended; Chapter 375 of the Texas Local Government Code, as amended; and the consent of the City. See “THE BONDS—Authority for Issuance.”

Source of Payment.....The Bonds are payable from a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District. The Bonds are obligations solely of the District and are not obligations of the State of Texas, Brazos County, the City of College Station or any entity other than the District. See “THE BONDS—Source and Security for Payment.”

Use of Proceeds.....Proceeds of the Bonds will be used to finance items described herein under “USE AND DISTRIBUTION OF BOND PROCEEDS.” In addition, Bond proceeds will be used to capitalize twelve (12) months of interest on the Bonds; to pay interest on funds advanced by the Developers on behalf of the District; and to pay engineering fees and administrative costs and certain other costs related to the issuance of the Bonds. See “USE AND DISTRIBUTION OF BOND PROCEEDS.”

Payment RecordThe District has previously issued \$10,900,000 principal amount of unlimited tax road bonds in five series (the “Previously Issued Bonds”). The District has a total of \$10,470,000 principal amount of bonds outstanding as of September 2, 2025 (the “Outstanding Bonds”). The District has never defaulted on the debt service payments on the Previously Issued Bonds. See “FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)—Outstanding Bonds.”

*Municipal Bond Rating and
Municipal Bond Insurance* The District has not applied for an underlying rating nor is it expected that the District would have received an investment grade rating had such application been made. Applications have been made to various municipal bond insurance companies for qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option of the Underwriter at the Underwriter's expense. See "RISK FACTORS—Risk Factors Related to the Purchase of Municipal Bond Insurance" and "MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE."

*Qualified Tax-Exempt
Obligations* The District has designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended. See "LEGAL MATTERS—Qualified Tax-Exempt Obligations."

Bond Counsel Schwartz, Page & Harding, L.L.P., Houston, Texas.

Engineer EHRA Engineering, Houston, Texas and Schultz Engineering, LLC, College Station, Texas.

Disclosure Counsel..... McCall, Parkhurst & Horton L.L.P, Houston, Texas.

Financial Advisor Masterson Advisors LLC, Houston, Texas.

Paying Agent/Registrar The Bank of New York Mellon Trust Company, N.A., Houston, Texas.

RISK FACTORS

The purchase and ownership of the Bonds are subject to special investment considerations, and all prospective purchasers are urged to examine carefully the entire Official Statement with respect to the investment security of the Bonds, including particularly the section captioned "RISK FACTORS."

FINANCIAL INFORMATION (UNAUDITED)

2025 Taxable Assessed Valuation.....	\$194,359,334 (a)
Estimate of Taxable Assessed Valuation as of August 1, 2025.....	\$225,026,066 (b)

Gross Direct Debt Outstanding.....	\$13,220,000 (c)
Estimated Overlapping Debt	10,324,879
Total Gross Direct Debt and Estimated Overlapping Debt.....	\$23,544,879

Ratios of Gross Direct Debt to:	
2025 Taxable Assessed Valuation	6.80%
Estimate of Taxable Assessed Valuation as of August 1, 2025	5.87%

Ratios of Gross Direct and Estimated Overlapping Debt to:	
2025 Taxable Assessed Valuation.....	12.11%
Estimate of Taxable Assessed Valuation as of August 1, 2025	10.46%

2025 Debt Service Tax Rate	\$0.454
2025 Maintenance Tax Rate	0.196
Total	\$0.650

Average Annual Debt Service Requirement (2026-2050).....	\$845,477 (d)
Maximum Annual Debt Service Requirement (2027).....	\$946,063 (d)

Tax Rate Required to Pay Average Annual Debt Service (2026-2050) at a 95% Collection Rate	
Based upon 2025 Taxable Assessed Valuation	\$0.46
Based upon Estimate of Taxable Assessed Valuation as of August 1, 2025	\$0.40
Tax Rate Required to Pay Maximum Annual Debt Service (2027) at a 95% Collection Rate	
Based upon 2025 Taxable Assessed Valuation	\$0.52
Based upon Estimate of Taxable Assessed Valuation as of August 1, 2025	\$0.45

Status of Residential Development as of August 1, 2025 (e):	
Total Homes Completed (including 449 occupied).....	451
Homes Under Construction	55
Model Homes.....	1
Vacant Developed Lots	94
Lots Under Construction	164
Multi-Family (264 units).....	1

Estimated 2025 Population.....	2,100(f)
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- (a) The 2025 Taxable Assessed Valuation shown herein includes \$186,483,944 of certified value and \$7,875,390 of uncertified value as of January 1, 2025. The uncertified value is subject to downward revision or adjustment prior to certification. No tax will be levied on said uncertified value until it is certified by the Brazos Central Appraisal District (the "Appraisal District"). See "TAXING PROCEDURES."
 - (b) Provided by the Appraisal District for informational purposes only. Such amounts reflect an estimate of the taxable appraised value within the District on August 1, 2025. No tax will be levied on such amount. Taxes are levied on taxable value certified by the Appraisal District as of January 1 of each year. See "TAXING PROCEDURES."
 - (c) After giving effect to issuance of the Bonds. See "FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)—Outstanding Bonds."
 - (d) See "FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)—Debt Service Requirements."
 - (e) See "THE DISTRICT—Land Use" and "Status of Development."
 - (f) Based upon 3.5 persons per occupied single-family residence and 2 persons per occupied multi-family residence.

PRELIMINARY OFFICIAL STATEMENT

\$2,750,000

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2

(A political subdivision of the State of Texas located within Brazos County)

UNLIMITED TAX ROAD BONDS

SERIES 2025

This Official Statement provides certain information in connection with the issuance by Rock Prairie Management District No. 2 (the “District”) of its \$2,750,000 Unlimited Tax Road Bonds, Series 2025 (the “Bonds”).

The Bonds are issued pursuant to a Bond Order authorizing the issuance of the Bonds (the “Bond Order”) adopted by the Board of Directors of the District (the “Board”); an election held within the District on November 3, 2015; Article III, Section 52 of the Texas Constitution; Chapter 3909 of the Texas Special District Local Laws Code, as amended; the general laws of the State of Texas relating to the issuance of bonds by political subdivisions, including Chapter 49 of the Texas Water Code, as amended, and Chapter 375, Texas Local Government Code, as amended; and the consent of the City of College Station (the “City” or “College Station”).

This Official Statement includes descriptions, among others, of the Bonds and the Bond Order, and certain other information about the District and College Station Town Center, Inc. and College Station Downtown Residential LLC (collectively, the “Developers”), the developers of land within the District. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each document. Copies of documents may be obtained from the District upon payment of the costs of duplication therefor.

THE BONDS

General

The following is a description of some of the terms and conditions of the Bonds, which description is qualified in its entirety by reference to the Bond Order, a copy of which is available from Bond Counsel upon payment of the costs of duplication therefor. The Bond Order authorizes the issuance and sale of the Bonds and prescribes the terms, conditions and provisions for the payment of the principal of and interest on the Bonds by the District.

Description

The Bonds will be dated November 1, 2025, with interest payable on March 1, 2026, and on each September 1 and March 1 thereafter (each an “Interest Payment Date”) until the earlier of maturity or redemption. Interest on the Bonds initially accrues from the Delivery Date (expected to be on or about November 25, 2025) of the Bonds to the Underwriter thereof, and thereafter, from the most recent Interest Payment Date. The Bonds mature on September 1 in each of the years and in the amounts shown under “MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS” on the cover page hereof. The Bonds are issued in fully registered form only in denominations of \$5,000 or any integral multiple of \$5,000 for any one maturity. The Bonds will be registered and delivered only to The Depository Trust Company, New York, New York (“DTC”), in its nominee name of Cede & Co., pursuant to the book-entry system described herein (“Registered Owners”). No physical delivery of the Bonds will be made to the purchasers thereof. See “BOOK-ENTRY-ONLY SYSTEM.” Interest calculations are based upon a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months.

Authority for Issuance

At an election held within the District on November 3, 2015, voters of the District authorized a total of \$106,600,000 in unlimited tax bonds for the purpose of acquiring or constructing road facilities. The Bonds constitute the sixth issuance of bonds from such authorization. After the issuance of the Bonds, a total of \$92,950,000 in principal amount of unlimited tax bonds for road facilities will remain authorized but unissued. The Bonds are issued by the District pursuant to the terms and provisions of the Bond Order; Article III, Section 52 of the Texas Constitution; Chapter 3909, Texas Special District Local Laws Code; the general laws of the State of Texas, including without limitation Chapter 49 of the Texas Water Code, as amended, and Chapter 375, Texas Local Government Code, as amended; the consent of the City; and an election held within the District as described above. At the above-described election, voters in the District also authorized a total of \$71,400,000 in unlimited tax bonds for the purpose of acquiring or constructing water, sanitary sewer, and drainage facilities. The District has not issued any bonds from such authorization. See “Issuance of Additional Debt” below.

Source and Security for Payment

The Bonds, together with the Outstanding Bonds and any additional bonds payable from ad valorem taxes, are secured by and payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property located within the District. See "TAXING PROCEDURES." Investment in the Bonds involves certain elements of risk, and all prospective purchasers are urged to examine carefully this Official Statement with respect to the investment security of the Bonds. See "RISK FACTORS." The Bonds are obligations solely of the District and are not obligations of the City of College Station, Brazos County, the State of Texas, or any political subdivision or entity other than the District.

Funds

The Bond Order confirms the prior creation of the District's Debt Service Fund, including the sub-accounts which are used to separate funds received to pay debt service on bonds issued to finance water, wastewater and storm drainage facilities ("WSD Bonds") from funds received to pay debt service on bonds issued to finance road facilities ("Road Bonds"). The Bond Order also confirms the District's Construction Fund, including the sub-accounts which are used to separate proceeds from WSD Bonds and Road Bonds. An amount equal to twelve months of interest on the Bonds will be deposited from the proceeds from sale of the Bonds into the sub-account of the Debt Service Fund created in respect of Road Bonds. All remaining proceeds of the Bonds will be deposited in the sub-account of the Construction Fund created in respect of Road Bonds. See "USE AND DISTRIBUTION OF BOND PROCEEDS" for a complete description of the use of Bond Proceeds.

The proceeds from all taxes levied, appraised and collected for and on account of the Bonds authorized by the Bond Order shall be deposited, as collected, into the sub-account of the Debt Service Fund created in respect of Road Bonds. The Debt Service Fund, which constitutes a trust fund for the benefit of the owners of the Outstanding Bonds, the Bonds and any additional tax bonds issued by the District, is to be kept separate from all other funds of the District, and funds in the sub-accounts created in respect of Road Bonds are to be used for payment of debt service on the Bonds and any of the District's duly authorized Road Bonds, whether heretofore, hereunder, or hereafter issued, payable in whole or part from taxes. Amounts on deposit in the sub-accounts of the Debt Service Fund created in respect of Road Bonds may also be used to pay the fees and expenses of the Paying Agent/Registrar, to defray the expenses of assessing and collecting taxes levied for payment of interest on and principal of the Bonds, the Outstanding Bonds and any of the Districts duly authorized additional bonds, whether heretofore, hereunder, or hereafter issued, payable in whole or in part from taxes, and to pay any tax anticipation notes issued in respect of debt service due to or become due on Road Bonds, together with interest thereon, as such tax anticipation notes become due. Funds otherwise on deposit in the Debt Service Fund, including funds in a sub-account created in respect of WSD Bonds, will not be allocated to the payment of the Bonds.

Record Date

The record date for payment of the interest on any regularly scheduled interest payment date is defined as the 15th day of the month (whether or not a business day) preceding such interest payment date.

Redemption Provisions

The District reserves the right, at its option, to redeem the Bonds maturing on and after September 1, 2032, prior to their scheduled maturities, in whole or from time to time in part, in integral multiples of \$5,000, on September 1, 2031, or any date thereafter, at a price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption. If fewer than all of the Bonds are to be redeemed, the particular maturity or maturities and the amounts thereof to be redeemed shall be determined by the District. If fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds shall be selected by DTC in accordance with its procedures. See "BOOK-ENTRY-ONLY SYSTEM." Notice of each exercise of the reserved right of optional redemption shall be given by the Paying Agent/Registrar at least thirty (30) calendar days prior to the redemption date, in the manner specified in the Bond Order.

By the redemption date, due provision shall be made with the Paying Agent/Registrar for payment of the principal of the Bonds or portions thereof to be redeemed, plus accrued interest to the redemption date. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Registered Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

Method of Payment of Principal and Interest

The Board has appointed The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Houston, Texas, as the initial Paying Agent/Registrar for the Bonds. The principal of and interest on the Bonds shall be paid to DTC, which will make distribution of the amounts so paid. See "BOOK-ENTRY-ONLY SYSTEM."

Registration

Section 149(a) of the Internal Revenue Code of 1986, as amended, requires that all tax-exempt obligations (with certain exceptions that do not include the Bonds) be in registered form in order for the interest payable on such obligations to be excludable from a Beneficial Owner's income for federal income tax purposes. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. pursuant to the Book-Entry-Only System described herein. One fully-registered Bond will be issued for each maturity of the Bonds and will be deposited with DTC. See "BOOK- ENTRY-ONLY SYSTEM." So long as any Bonds remain outstanding, the District will maintain at least one paying agent/registrar in the State of Texas for the purpose of maintaining the Register on behalf of the District.

Replacement of Paying Agent/Registrar

Provision is made in the Bond Order for replacement of the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the District, the new paying agent/registrar shall be required to accept the previous Paying Agent/Registrar's records and act in the same capacity as the previous Paying Agent/Registrar. Any paying agent/registrar selected by the District shall be a duly qualified and competent trust or banking corporation or organization organized and doing business under the laws of the United States of America or of any State thereof, with a combined capital and surplus of at least \$25,000,000, which is subject to supervision of or examination by federal or state banking authorities, and which is a transfer agent duly registered with the United States Securities and Exchange Commission.

Legal Investment and Eligibility to Secure Public Funds in Texas

The following is quoted from Section 49.186 of the Texas Water Code, and is applicable to the District:

“(a) All bonds, notes, and other obligations issued by a district shall be legal and authorized investments for all banks, trust companies, building and loan associations, savings and loan associations, insurance companies of all kinds and types, fiduciaries, and trustees, and for all interest and sinking funds and other public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic.

(b) A district's bonds, notes, and other obligations are eligible and lawful security for all deposits of public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic, to the extent of the market value of the bonds, notes, and other obligations when accompanied by any unmatured interest coupons attached to them.”

The Public Funds Collateral Act (Chapter 2257, Texas Government Code) also provides that bonds of the District (including the Bonds) are eligible as collateral for public funds.

No representation is made that the Bonds will be suitable for or acceptable to financial or public entities for investment or collateral purposes. No representation is made concerning other laws, rules, regulations or investment criteria which apply to or which might be utilized by any of such persons or entities to limit the acceptability or suitability of the Bonds for any of the foregoing purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the suitability or acceptability of the Bonds for investment or collateral purposes.

Issuance of Additional Debt

The District's voters have authorized the issuance of a total of \$106,600,000 unlimited tax bonds for the purpose of acquiring or constructing road facilities and could authorize additional amounts. Following the issuance of the Bonds, the District will have \$92,950,000 of unlimited tax bonds authorized but unissued for said improvements and facilities. The District's voters have also authorized the issuance of a total of \$71,400,000 unlimited tax bonds for the purpose of acquiring or constructing water, sanitary sewer, and drainage facilities, and could authorize additional amounts. The District voters have authorized a total of \$178,000,000 unlimited tax refunding bonds for the purpose of refunding outstanding bonds of the District and could authorize additional amounts. No bonds have been issued from said unlimited tax water, sanitary sewer, and drainage facilities authorization and unlimited tax refunding authorizations.

The Bond Order imposes no limitation on the amount of additional parity bonds which may be authorized for issuance by the District's voters or the amount ultimately issued by the District.

Financing Road Facilities

Pursuant to provisions of the Texas Constitution and the Act, as defined herein, the District is authorized to develop and finance with property taxes certain road facilities following a successful District election to approve the issuance of road bonds payable from taxes. At an election held within the District on November 3, 2015, voters of the District authorized a total of \$106,600,000 in principal amount of unlimited tax bonds for acquiring and constructing road facilities. The Bonds are the sixth series of bonds issued from said authorization. After issuance of the Bonds, the District will have \$92,950,000 principal amount of unlimited tax bonds for acquiring or constructing road facilities authorized but unissued for said improvements and facilities. See “—Issuance of Additional Debt” herein and “RISK FACTORS – Future Debt.” Issuance of additional bonds for road facilities may dilute the investment security for the Bonds.

Financing Recreational Facilities

The District is authorized to finance, operate, maintain and construct certain recreational facilities; provided, however, the District may not issue bonds payable from ad valorem taxes for said recreational facilities.

Abolishment

Under Texas law, the District may be abolished and dissolved by the City without the District's consent; provided, however, the City's right to dissolve the District is limited by the terms set forth in the Utility Agreement. See “UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION.” If the District is abolished, the City will assume the District's assets and obligations (including the Bonds) and abolish the District within ninety (90) days thereafter. Prior to abolishment and dissolution by the City, the District shall have the opportunity to discharge any obligations of the District by selling its bonds or by causing the City to sell bonds of the City in an amount necessary to discharge such obligations. Abolishment of the District by the City is a policymaking matter within the discretion of the Mayor and the City Council of the City, and, therefore, the District makes no representation that abolishment will or will not occur. Moreover, no representation is made concerning the ability of the City of College Station to make debt service payments should abolishment occur.

Remedies in Event of Default

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Order, or defaults in the observance or performance of any other covenants, conditions, or obligations set forth in the Bond Order, the Registered Owners have the right to seek a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Order. Except for mandamus, the Bond Order does not specifically provide for remedies to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Registered Owners. Certain traditional legal remedies may also not be available. See “RISK FACTORS—Registered Owners' Remedies.”

Defeasance

The Bond Order provides that the District may discharge its obligations to the Registered Owners of any or all of the Bonds to pay principal, interest and redemption price thereon in any manner permitted by law. Under current Texas law, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State of Texas a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any place of payment (paying agent) for obligations of the District payable from revenues or from ad valorem taxes or both, or a commercial bank or trust company designated in the proceedings authorizing such discharge amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent. The foregoing obligations may be in book entry form and shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds. If any of such Bonds are to be redeemed prior to their respective dates of maturity, provision must have been made for giving notice of redemption as provided in the Bond Order.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the District to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Bond Order does not contractually limit such investments, Registered Owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under Texas law.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company, New York, New York, (“DTC”) while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book- Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The District and the Financial Advisor believe the source of such information to be reliable, but neither of the District or the Financial Advisor take any responsibility for the accuracy or completeness thereof.

The District cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered Bonds registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a rating of “AA+” from S&P Global Ratings. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but neither the District nor the Underwriters take any responsibility for the accuracy thereof.

THE DISTRICT

General

The District is a municipal management district created in 2013 by a special act of the 83rd Texas Legislature, House Bill 3874, Regular Session, codified as Chapter 3909, Texas Special District Local Laws Code (the "Act") pursuant to Sections 52 and 52-a, Article III, and Section 59, Article XVI, of the Texas Constitution, and operates under the provisions of the Act, Chapter 49, Texas Water Code, as amended, Chapter 375, Texas Local Government Code, as amended, and other general statutes of Texas applicable to municipal management districts. The District contains approximately 319 acres of land and is located on the east side of Texas State Highway 6 between Rock Prairie Road and William D. Fitch Parkway, which is approximately 5 miles south of the central business district of the City. The District lies entirely within the corporate limits of the City and within the boundaries of the College Station Independent School District. See "AERIAL PHOTOGRAPH." The District is subject to the continuing supervisory jurisdiction of the Texas Commission on Environmental Quality ("TCEQ").

The District is empowered, among other things, to finance, purchase, construct, operate and maintain all works, improvements, facilities and plants necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District is also empowered to construct and finance certain road facilities. The District may issue bonds and other forms of indebtedness to purchase or construct all of such facilities. The District may also provide solid waste disposal and collection services. Additionally, the District is empowered to finance, operate, maintain and construct recreational facilities, but may not issue bonds payable from ad valorem taxes therefor. See "THE BONDS-Issuance of Additional Debt" and "-Financing Road Facilities."

The TCEQ exercises continuing supervisory jurisdiction over the District with respect to water, wastewater and drainage projects. The District is required to observe certain requirements of the City which, along with Texas law, limit the purposes for which the District may sell bonds for the acquisition, construction, and improvement of facilities and the refunding of outstanding debt obligations; limit the net effective interest rate on such bonds and other terms of such bonds; and require certain public facilities to be designed in accordance with applicable City standards. Construction and operation of the District's facilities are subject to the regulatory jurisdiction of additional government agencies. See "UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION."

Land Use

<i><u>Single-Family Residential</u></i>	Approximate <u>Acres</u>	<u>Lots</u>
Midtown Reserve Subdivision:		
Phase 100.....	5	26
Phase 102.....	9	62
Phase 103.....	1	9
Phase 104.....	5	36
Phase 105.....	10	69
Phase 106.....	7	50
Phase 107.....	8	48
Phase 109.....	17	26
Phase 110.....	12	78
Phase 111.....	3	21
Phase 112.....	3	19
Phase 113.....	7	52
Phase 114 (a).....	18	122
Phase 115.....	5	1
Phase 116 (a).....	11	42
Phase 200.....	9	49
Phase 201.....	7	55
Subtotal.....	137	765
Midtown City Center:		
Phase 404A.....	2	22
Subtotal.....	2	22
<i>Developed Commercial (Office Park and Rehab Center)</i>	19	---
<i>Commercial Reserves served with Trunk Utilites (no vertical)</i>	62	---
<i>Multi-family Reserves (b)</i>	9	---
<i>Remaining Developable Acreage</i>	9	---
<i>Non-Developable (Easements, Parks and Rights-of-way)</i>	81	---
Total	319	787

(a) Under construction with completion expected Fall 2025.

(b) A 264-unit apartment complex completed construction.

Status of Development

Water, sewer and drainage facilities, as well as roads, are complete to serve Midtown Reserve Subdivision (approximately 108 acres developed into 601 single family residential lots). Home construction began in 2019 and, as of August 1, 2025, the District consisted of 449 completed and occupied homes, 2 completed and unoccupied homes, 55 homes under construction, 1 model home, and 94 vacant developed lots. In addition there are approximately 29 acres consisting of 164 lots under construction. Homebuilding in the District is currently being conducted by DR Horton, Kaleo Homes, and Boxwood Homes. New homes in the District range in price from approximately \$300,000 to \$600,000.

Utility trunk facilities and roads have also been constructed to serve 92 acres of commercial and multi-family development within the District. Commercial development to date includes an office park located on approximately 11 acres, Accel at College Station, a 116-bed transitional care and rehabilitation facility located on approximately 8 acres, and a 264-unit apartment complex located on approximately 9 acres. The remaining 62 acres of commercial and multi-family reserves do not have vertical construction. See "TAX DATA—Principal Taxpayers."

The balance of the District consists of approximately 9 undeveloped but developable acres and approximately 81 undevelopable acres of easements, parks and rights-of-way.

Future Development

Approximately 9 developable acres of land in the District are not yet fully served with the water, sanitary sewer, drainage, storm sewer or road facilities necessary for the construction of taxable improvements. While the Developers anticipate future development of this acreage as business conditions warrant, there can be no assurances if and when any of such undeveloped land will ultimately be developed. The District anticipates issuing additional bonds to accomplish full development of the District. See “RISK FACTORS—Possible Impact on District Tax Rates.” The Engineer has stated that under current development plans, the remaining authorized but unissued bonds (\$92,950,000 principal amount for road facilities and \$71,400,000 principal amount for water, sanitary sewer, drainage facilities) should be sufficient to finance the construction of water, sanitary sewer, drainage and road facilities required for full development of the District.

UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION

The District operates pursuant to a Utility and Road Agreement between the City and the District, dated as of February 17, 2015 (the “Utility Agreement”). Pursuant to the Utility Agreement, the District assumed responsibility for acquiring and constructing for the benefit of the City, the water distribution, wastewater collection, storm water, and road facilities, to serve development occurring within the boundaries of the District (the “Facilities”). The District has agreed to convey, and the City has agreed to accept, the Facilities, except for stormwater detention facilities and recreational facilities, for operation and maintenance at the sole cost of the City in consideration for the District’s financing, acquisition and construction of the Facilities. It is the City’s obligation to set rates and charges for the use of the Facilities and to bill and collect such rates and charges from customers of the Facilities. The City has agreed to charge residents of the District equal and uniform water and wastewater rates as those users of similar classifications in non-municipal utility district areas of the City. All revenues from the Facilities belong exclusively to the City. The Utility Agreement provides that the Facilities shall be designed and constructed in accordance with the City’s requirements and criteria.

The City has agreed to provide the District with its ultimate requirements for water supply capacity and wastewater treatment capacity without capital charges of any kind. The City has covenanted to maintain the Facilities, or cause the Facilities to be maintained, in good condition and working order and to operate the same, or cause the same, to be operated in an efficient and economical manner at a reasonable cost and in accordance with sound business principles. The City has also covenanted to comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental or judicial body promulgating the same.

Under the Utility Agreement, the District is authorized to issue bonds to finance the construction and acquisition of the Facilities. The Bonds must be approved by the City for compliance with the City’s ordinance consenting to the creation of the District and the City’s policy related to municipal management districts.

The District is authorized by the Act to construct, maintain and finance recreational facilities with the use of any available funds, and the City has consented to the use of any available funds for such purposes in Resolution No. 07-09-15-02 dated July 9, 2015 as amended by Resolution No. 03-11-21-3.8 dated March 11, 2021. Pursuant to an Interlocal Agreement between the District and the City dated March 11, 2021, the neighborhood park(s) and/or community park(s) within the District will be dedicated to the City per the City’s Unified Development Ordinance, but operated and maintained by the District. Pursuant to the Utility Agreement, said recreational facilities will not be conveyed to the City.

The City’s right to dissolve the District is restricted under the Utility Agreement. Under the terms of the Utility Agreement, the City agrees that it will not dissolve the District until the Infrastructure and Economic Development Agreement between the City and CSTC (defined herein), and as partially assigned to the District and CSDR (defined herein), has expired or has been terminated. The City has also agreed to afford the District the opportunity to discharge any remaining District obligations under any existing Utility Development Agreement with a developer in the District by authorizing the sale of bonds during a dissolution transition period or selling bonds of the City in an amount adequate to discharge the District’s obligations. See “THE BONDS—Abolishment.”

MANAGEMENT OF THE DISTRICT

Board of Directors

The District is governed by the Board of Directors, consisting of five directors, which has control over and management supervision of all affairs of the District. Directors serve staggered four-year terms and are appointed by the City based on nominations from the Board. All of the directors are qualified to serve the District. The Directors of the District are listed below:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Uri Geva	President	June 2027
Hays Glover	Vice President	June 2027
Mark Lindemulder	Secretary	June 2027
Logan Lee	Assistant Vice President	June 2029
Samuel Kerbel	Assistant Secretary	June 2029

The District has no full-time employees but instead contracts with the entities described below for professional services:

Tax Assessor/Collector

Land and improvements in the District are being appraised for taxation by the Brazos Central Appraisal District. The District contracts with B&A Municipal Tax Service, LLC to act as Tax Assessor/Collector for the District.

Bookkeeper

The District contracts with Municipal Accounts & Consulting, L.P. (the “Bookkeeper”) for bookkeeping services for the District.

Engineer

The consulting engineers for the District in connection with the design and construction of the District’s facilities are EHRA Engineering and Schultz Engineering, LLC (collectively, the “Engineer”).

Auditor

The District retains an independent auditor to audit the District’s financial statements annually, which if required by the Texas Water Code, are filed with the Commission. The financial statements of the District, as of May 31, 2025, and for the fiscal year then ended, included in this official statement, have been audited by Forvis Mazars, LLP, independent auditors, as stated in their report appearing herein. See “APPENDIX A” for a copy of the District’s May 31, 2025 audited financial statements.

Bond Counsel and General Counsel

Schwartz, Page & Harding, L.L.P. (“Bond Counsel”) serves as bond counsel to the District. The fee to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds is contingent upon the sale and delivery of the Bonds. In addition, Schwartz, Page & Harding, L.L.P. serves as general counsel to the District on matters other than the issuance of bonds.

Disclosure Counsel

The District has engaged McCall, Parkhurst & Horton L.L.P. as disclosure counsel (“Disclosure Counsel”). The fees paid to Disclosure Counsel in connection with the issuance of the Bonds are contingent upon the sale and delivery of the Bonds.

Financial Advisor

Masterson Advisors LLC (the “Financial Advisor”) serves as financial advisor to the District. The fee to be paid the Financial Advisor is contingent upon the sale and delivery of the Bonds.

THE DEVELOPERS

Role of a Developer

In general, the activities of a landowner or developer in a district such as the District include designing the project, defining a marketing program and setting building schedules; securing necessary governmental approvals and permits for development; arranging for the construction of roads and the installation of utilities; and selling or leasing improved tracts or commercial reserves to other developer or third parties. A developer is under no obligation to a district to undertake development activities according to any particular plan or schedule. Furthermore, there is no restriction on a developer's right to sell any or all of the land which the developer owns within a district. In addition, the developer is ordinarily the major taxpayer within the district during the early stages of development. The relative success or failure of a developer to perform in the above-described capacities may affect the ability of a district to collect sufficient taxes to pay debt service and retire bonds.

Prospective purchasers of the Bonds should note that the prior real estate experience of the Developers should not be construed as an indication that further development within the District will occur, or that construction of taxable improvements upon property within the District will occur, or that marketing or leasing of taxable improvements constructed upon property within the District will be successful. Circumstances surrounding development within the District may differ from circumstances surrounding development of other land in several respects, including the existence of different economic conditions, financial arrangements, homebuilders, geographic location, market conditions, and regulatory climate. No representation is made as to the relative success of any of the projects mentioned above, and no assurance as to the future performance of the Developer should be inferred. Prospective purchasers are urged to inspect the District in order to acquaint themselves with the nature of the Developer's business activities. See "RISK FACTORS – Dependence on Principal Taxpayers."

The Developers

Approximately 120 acres within the District is being developed as Midtown City Center by College Station Town Center, Inc., a Texas corporation ("CSTC"), which was formed for the sole purpose of developing its land in the District. Its only substantial asset consists of land in the District. James Murr is the President of CSTC and an owner of a portion of CSTC. Currently, CSTC owns approximately 78 acres of land within the District, all of which is served with trunk utilities and has no vertical improvements.

Approximately 172 acres of land within the District is being developed as Midtown Reserve for single family purposes by College Station Downtown Residential LLC ("CSDR"), a Texas limited liability company, which was formed for the sole purpose of developing its land in the District. Its only substantial asset consists of land in the District. James Murr is a director of DM-CSDR Inc., which is a member of CSDR. Currently, CSDR owns approximately 45 acres within the District, all of which is served with trunk utilities and has no vertical improvements.

Acquisition and Development Financing

To obtain land acquisition and development financing for the land it owns within the District, CSTC entered into a loan agreement with Crockett National Bank, which has been refinanced with a Loan from VeraBank, N.A. The Verabank loan has been paid off, and new development loan has been established with Pinnacle Bank, originally for \$9,000,000, with a current balance of \$5,000,000. CTSC is in compliance with the material terms of the loan.

CSTC has obtained financing for a portion of the development of the District through the Public Finance Authority of Wisconsin (the "PFA"). The PFA issued \$13,444,354.58 (Value at Issuance) \$23,890,000 (Value at Maturity) Tax-Exempt Revenue Anticipation Capital Appreciation Bonds (Midtown Project), Series 2025 (the "PFA Bonds"), which are secured in part by the sale and assignment of CSTC's right to receive proceeds from the sale of the Bonds and the future sale of unlimited tax bonds issued by the District. The District delivered a Letter of Representations and Certifications for Tax Purposes to the PFA with respect to the issuance of the PFA Bonds. According to CTSC, it is currently in compliance with all material representations and certifications made with respect to the PFA Bonds and has made the necessary certifications required by the Texas Attorney General ensuring the proceeds of the Bonds are being used for lawful purposes authorized under Texas law.

THE ROADS

Bond proceeds will be used to finance a portion of the construction and paving of streets for and other road facilities to serve Midtown Reserve within the District.

All roadways are designed and constructed in accordance with the City and County standards, rules, and regulations. Upon completion of construction, the District will convey the road facilities to the City for operation and maintenance, as described in the Utility Agreement.

The roads within the District lie within the public right-of-way. In addition to the roadway, public utilities such as underground water, sewer and drainage facilities are located within the right-of-way. The right-of-way is also shared by streetlights, sidewalks, and franchise utilities (including power, gas, telephone, fiber, and cable).

USE AND DISTRIBUTION OF BOND PROCEEDS

The estimated use and distribution of Bond proceeds is shown below. Of proceeds to be received from sale of the Bonds, \$2,216,148 is estimated for construction costs, \$351,542 is estimated for non-construction costs, and \$182,310 is estimated for issuance costs and fees. The actual amounts to be reimbursed by the District and the non-construction costs will be finalized after the sale of the Bonds and completion of agreed-upon procedures by the District's auditor. The surplus funds, if any, may be expended for any lawful purpose for which surplus construction funds may be used, limited, however, to the purposes for which the Bonds were issued.

<u>CONSTRUCTION RELATED COSTS</u>	
Road Construction Costs.....	\$ 2,261,149
Less: Surplus Funds Applied	(45,000)
Total Construction Related Costs.....	\$ 2,216,149
<u>NON-CONSTRUCTION COSTS</u>	
Underwriter's Discount (estimated at 3%)	\$ 82,500
Capitalized Interest (estimated 12 months at 4.75%)	144,375
Developer Interest.....	124,667
Total Non-Construction Related Costs.....	\$ 351,542
<u>ISSUANCE COSTS AND FEES</u>	
Issuance Costs and Professional Fees.....	\$ 179,559
State Regulatory Fees.....	2,750
Total Issuance Costs and Fees.....	\$ 182,309
TOTAL BOND ISSUE	\$ 2,750,000

In the instance that estimated amounts exceed actual costs, the difference comprises a surplus which may be expended for authorized purposes.

Future Debt

The Developers have financed the cost of creation of the District and the land, engineering and construction costs of underground utilities and roads to serve the District, as well as certain other District improvements. After reimbursement from proceeds of the sale of the Bonds, the Developers will have expended approximately \$15,000,000 (as of August 1, 2025) for design, construction and acquisition of water, sanitary sewer, and drainage facilities and roadways not yet reimbursed. It is anticipated that proceeds from future issues of District bonds will be used, in part, to reimburse the Developers for these costs to the extent allowed by the TCEQ, including payments to the City for the right to use additional capacity in the City's water supply and wastewater treatment facilities, if applicable. The District contains approximately 9 acres of developable land not presently served with water distribution, wastewater collection and storm drainage facilities or roads. It is anticipated that additional bonds will be issued to finance the construction of these facilities to serve this undeveloped acreage. The District can make no representation that any additional development will occur within the District. The Engineer has stated that the District's authorized but unissued bonds will be adequate, under present land use projections, to finance such improvements.

UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED

Date of Authorization	Purpose	Amount Authorized	Issued to Date	Amount Unissued
11/3/2015	Roads	\$ 106,600,000	\$ 13,650,000 (a)	\$ 92,950,000
11/3/2015	Roads Refunding	\$ 106,600,000	\$ -	\$ 106,600,000
11/3/2015	Water, Sanitary Sewer, and Drainage Facilities	\$ 71,400,000	\$ -	\$ 71,400,000
11/3/2015	Water, Sanitary Sewer, and Drainage Facilities Refunding	\$ 71,400,000	\$ -	\$ 71,400,000

(a) Includes the Bonds.

FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)

2025 Taxable Assessed Valuation	\$194,359,334 (a)
Estimated Taxable Assessed Valuation as of August 1, 2025	\$225,026,066 (b)

Gross Direct Debt Outstanding (the Bonds and the Outstanding Bonds) \$13,220,000

Ratios of Gross Direct Debt to:

2025 Taxable Assessed Valuation	6.80%
Estimated Taxable Assessed Valuation as of August 1, 2025	5.87%

Area of District: Approximately 319 acres
Estimated 2025 Population: 2,100(c)

- (a) The 2025 Taxable Assessed Valuation shown herein includes \$186,483,944 of certified value and \$7,875,390 of uncertified value as of January 1, 2025. The uncertified value is subject to downward revision or adjustment prior to certification. No tax will be levied on said uncertified value until it is certified by the Brazos Central Appraisal District (the "Appraisal District"). See "TAXING PROCEDURES."
- (b) Provided by the Appraisal District for informational purposes only. Such amounts reflect an estimate of the taxable appraised value within the District on August 1, 2025. No tax will be levied on such amount. Taxes are levied on taxable value certified by the Appraisal District as of January 1 of each year. See "TAXING PROCEDURES."
- (c) Based on 3.5 persons per occupied single-family residence and 2 persons per occupied multi-family residence.

Cash and Investment Balances (unaudited as of September 11, 2025)

Operating Fund	Cash and Temporary Investments	\$79,626
Road Debt Service Fund	Cash and Temporary Investments	\$571,603 (a)
Road Capital Projects Fund	Cash and Temporary Investments	\$46,727 (b)

- (a) The District will capitalize twelve (12) months of interest on the Bonds, which will be deposited to the Road Bond Sub-Account within the District's Debt Service Fund. Neither Texas law nor the Bond Order requires the District to maintain any minimum balance in the Debt Service Funds. See "USE AND DISTRIBUTION OF BOND PROCEEDS."
- (b) The District will contribute \$45,000 of surplus Capital Projects funds to the Bonds. See "USE AND DISTRIBUTION OF BOND PROCEEDS."

Investments of the District

The District has adopted an Investment Policy as required by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended. The District's goal is to preserve principal and maintain liquidity while securing a competitive yield on its portfolio. Funds of the District will be invested in short term U.S. Treasuries, certificates of deposit insured by the Federal Deposit Insurance Corporation ("FDIC") or secured by collateral evidenced by perfected safekeeping receipts held by a third-party bank, and public funds investment pools rated in the highest rating category by a nationally recognized rating service. The District does not currently own, nor does it anticipate owning, long term securities or derivative products in the District's investment portfolio.

Outstanding Bonds (as of September 2, 2025)

Series	Original Principal Amount	Outstanding Bonds 9/2/2025
2021 (a)	\$ 2,500,000	\$ 2,240,000
2022 (a)	2,500,000	2,375,000
2023 (a)	1,750,000	1,705,000
2024 (a)	1,600,000	1,600,000
2024A (a)	2,550,000	2,550,000
Total	\$ 10,900,000	\$ 10,470,000

- (a) Unlimited tax road bonds.

ESTIMATED OVERLAPPING DEBT STATEMENT

Estimated Overlapping Debt

Other governmental entities whose boundaries overlap the District have outstanding bonds payable from ad valorem taxes. The following statement of direct and estimated overlapping ad valorem tax debt was developed from information contained in "Texas Municipal Reports" published by the Municipal Advisory Council of Texas or other publicly available information. Except for the amount relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person is entitled to rely upon such information as being accurate or complete. Political subdivisions overlapping the District are authorized by Texas law to levy and collect ad valorem taxes for operation, maintenance, and/or general revenue purposes in addition to taxes for payment of their debt, and some are presently levying and collecting such taxes.

Taxing Jurisdiction	Outstanding Bonds	As of	Overlapping	
			Percent	Amount
Brazos County.....	\$ 89,480,000	7/31/2025	0.50%	\$ 447,400
College Station ISD.....	538,410,000	7/31/2025	1.02%	5,491,782
City of College Station.....	413,745,000	7/31/2025	1.06%	4,385,697
Total Estimated Overlapping Debt.....				\$ 10,324,879
The District.....	13,220,000 (a)	Current	100.00%	13,220,000
Total Direct and Estimated Overlapping Debt.....				\$ 23,544,879
Ratio of Estimated Direct and Overlapping Debt to 2025 Certified Taxable Assessed Valuation.....				12.11%
Ratio of Estimated Direct and Overlapping Debt to Estimated Taxable Assessed Valuation as of August 1, 2025.....				10.46%

(a) Includes the Bonds and the Outstanding Bonds.

Overlapping Taxes for 2024

Property within the District is subject to taxation by several taxing authorities in addition to the District. On January 1 of each year a tax lien attaches to property to secure the payment of all taxes, penalties and interest imposed on such property. The lien exists in favor of each taxing unit, including the District, having the power to tax the property. The District's tax lien is on a parity with tax liens of taxing authorities shown below. In addition to ad valorem taxes required to pay debt service on bonded debt of the District and other taxing authorities, certain taxing jurisdictions, including the District, are also authorized by Texas law to assess, levy and collect ad valorem taxes for operation, maintenance, administrative and/or general revenue purposes.

Set forth below are all of the taxes levied for the 2024 tax year by all taxing jurisdictions overlapping the District and the 2025 tax rate of the District. None of the other entities below have adopted a 2025 tax rate. No recognition is given to local assessments for civic association dues, fire department contributions, solid waste disposal charges or any other levy of entities other than political subdivisions.

	2024 Tax Rate per \$100 of Taxable Assessed Valuation
Brazos County.....	\$ 0.419700
College Station ISD.....	0.972900
City of College Station.....	0.513086
Total Overlapping Tax Rate.....	\$ 1.905686
The District.....	0.650000
Total Tax Rate.....	\$ 2.555686

TAX DATA

Debt Service Tax

The Board covenants in the Bond Order to levy and assess, for each year that all or any part of the Bonds remain outstanding and unpaid, a tax adequate to provide funds to pay the principal of and interest on the Bonds and the Outstanding Bonds. For tax year 2025, the District has levied a tax rate of \$0.454 for debt service. The District has authorized publication of its intent to levy a \$0.454 per \$100 debt service tax rate for the 2025 tax year. See “Tax Rate Distribution” and “Tax Roll Information” below, and “TAXING PROCEDURES.”

Maintenance and Operations Tax

The Board has the statutory authority to levy and collect an annual ad valorem tax for the operation and maintenance of the District, if such a maintenance tax is authorized by the District’s voters. A maintenance tax election was held on November 3, 2015, and voters of the District authorized, among other things, the Board to levy a maintenance tax at a rate not to exceed \$1.00 per \$100 assessed valuation for general operations and maintenance costs. The District levied a \$0.196 maintenance and operations tax rate for 2025. A maintenance tax is in addition to taxes which the District is authorized to levy for paying principal of and interest on the Bonds. See “Debt Service Tax” above.

Tax Rate Distribution

	2025	2024	2023	2022	2021
Debt Service	\$ 0.454	\$ 0.454	\$ 0.320	\$ 0.380	\$ 0.330
Maintenance and Operations	0.196	0.196	0.180	0.120	0.170
Total	\$ 0.650	\$ 0.650	\$ 0.500	\$ 0.500	\$ 0.500

Historical Tax Collections

The following statement of tax collections sets forth in condensed form the historical tax collection experience of the District. This summary has been prepared for inclusion herein, based upon information from District records. Reference is made to such records for further and more complete information.

Tax Year	Certified Taxable Assessed Valuation	Tax Rate	Total Tax Levy	Total Collections as of August 31, 2025	
				Amount	Percent
2020	\$ 23,533,362	\$ 0.500	\$ 117,667	\$ 117,667	100.00%
2021	43,391,211	0.500	216,956	216,956	100.00%
2022	72,753,269	0.500	363,766	363,766	100.00%
2023	128,633,276	0.500	643,166	641,340	99.72%
2024	160,334,709	0.650	1,042,176	1,040,086	99.80%

Taxes are due upon receipt of bill therefor and become delinquent after January 31 of the following year or 30 days after the date billed, whichever is later, or, if billed after January 10, they are delinquent on the first day of the month next following the 21st day after such taxes are billed. No split payments are allowed, and no discounts are allowed.

Principal Taxpayers

The following table represents the principal taxpayers, the type of property, the certified taxable assessed value of such property and such property's certified assessed value as a percentage of the certified portion (\$186,483,944) of the 2025 Taxable Assessed Valuation of \$194,359,334, which represents ownership as of January 1, 2025. Accurate principal taxpayer lists related to the uncertified portion (\$7,875,390) of the 2025 Taxable Assessed Valuation and the Estimated Taxable Assessed Valuation as of August 1, 2025 of \$225,026,066 are not available from the Appraisal District as of the date hereof.

<u>Taxpayer</u>	<u>Type of Property</u>	<u>2025 Certified Taxable Assessed Valuation</u>	<u>% of 2025 Certified Taxable Assessed Valuation</u>
950 TL Midtown LLC (a)	Land & Improvements	\$ 33,887,289	18.17%
LOA Brazos NH LLC (b)	Land & Improvements	8,293,198	4.45%
College Station Downtown Residential LLC (c)	Land	4,564,642	2.45%
College Station Town Center Inc. (c)	Land	4,043,700	2.17%
Midtown Adventures LLC	Land & Improvements	2,657,554	1.43%
ARCP Holdings LP	Land & Improvements	2,034,221	1.09%
Individual	Land & Improvements	1,828,496	0.98%
Continental Homes of Texas LP	Land & Improvements	1,683,673	0.90%
4121 Midtown Office Park LLC	Land	1,588,869	0.85%
SEC Brazos Investments LLC	Land & Improvements	1,273,868	0.68%
Total		\$ 61,855,510	33.17%

(a) Nine 50 Town Lake at Midtown apartment complex.

(b) Accel at College Station Transitional Care and Rehabilitation Center.

(c) See "THE DEVELOPERS."

Tax Roll Information

The District's assessed value as of January 1 of each year is used by the District in establishing its tax rate. See "TAXING PROCEDURES—Valuation of Property for Taxation". The following represents the composition of certified property comprising the 2023 through 2025 Taxable Assessed Valuations. Differences in value from other information herein are due to differences in dates of information provided. Breakdowns of the uncertified portion of the 2025 Taxable Assessed Valuation and the Estimated Taxable Assessed Valuation as of August 1, 2025 are not available.

	<u>2025 Certified Taxable Valuation</u>	<u>2024 Certified Taxable Valuation</u>	<u>2023 Certified Taxable Valuation</u>
Land	\$ 48,875,382	\$ 44,293,640	\$ 38,023,928
Improvements	148,415,608	120,005,338	93,808,503
Personal Property	738,645	141,635	140,373
Exemptions	(11,545,691)	(6,948,321)	(3,375,748)
Total Certified	\$ 186,483,944	\$ 157,492,292	\$ 128,597,056
Uncertified Value	7,875,390	-	-
Total	\$ 194,359,334	\$ 157,492,292	\$ 128,597,056

Tax Adequacy for Debt Service

The tax rate calculations set forth below are presented to indicate the tax rates per \$100 of taxable assessed valuation which would be required to meet average annual and maximum debt service requirements if no growth in the District's tax base occurred beyond the 2025 Taxable Assessed Valuation of \$194,359,334 and the Estimated Taxable Assessed Valuation as of August 1, 2025 of \$225,026,066. The calculations contained in the following table merely represent the tax rates required to pay principal and interest on the Bonds and the Outstanding Bonds when due, assuming no further increase or any decrease in taxable assessed values in the District, collection of ninety-five percent (95%) of taxes levied, the sale of no additional bonds, and no other funds available for the payment of debt service.

Average Annual Debt Service Requirement (2026-2050)	\$845,477
\$0.46 Tax Rate on 2025 Taxable Assessed Valuation at 95% collections.....	\$849,350
\$0.40 Tax Rate on Estimated Taxable Assessed Valuation as of August 1, 2025 at 95% collections.....	\$855,099
Maximum Annual Debt Service Requirement (2027)	\$946,063
\$0.52 Tax Rate on 2025 Taxable Assessed Valuation at 95% collections.....	\$960,135
\$0.45 Tax Rate on Estimated Taxable Assessed Valuation as of August 1, 2025 at 95% collections.....	\$961,986

No representations or suggestions are made that the uncertified portion of the 2025 Taxable Assessed Valuation will not be adjusted downward or that the Estimated Taxable Assessed Valuation as of August 1, 2025, provided by the Appraisal District for the District will be certified as taxable value by the Appraisal District, and no person should rely upon such amounts or their inclusion herein as assurance of their attainment. See "TAXING PROCEDURES."

TAXING PROCEDURES

Property Tax Code and County-Wide Appraisal District

The Texas Tax Code (the "Property Tax Code") requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State of Texas a single appraisal district with the responsibility for recording and appraising property for all taxing units within a county and a single appraisal review board with the responsibility for reviewing and equalizing the values established by the appraisal district. The Brazos Central Appraisal District (the "Appraisal District") has the responsibility for appraising property for all taxing units wholly within Brazos County, including the District. Such appraisal values are subject to review and change by the Brazos County Appraisal Review Board (the "Appraisal Review Board"). Under certain circumstances, taxpayers and taxing units (such as the District) may appeal the orders of the Appraisal Review Board by filing a petition for review in State district court. In such event, the value of the property in question will be determined by the court or by a jury if requested by any party. Absent any such appeal, the appraisal roll, as prepared by the Appraisal District and approved by the Appraisal Review Board, must be used by each taxing jurisdiction in establishing its tax roll and tax rate. The District is eligible, along with all other conservation and reclamation districts within Brazos County, to participate in the nomination of and vote for a member of the Board of Directors of the Appraisal District.

Property Subject to Taxation by the District

Except for certain exemptions provided by Texas law, all real property and tangible personal property in the District is subject to taxation by the District; however, it is expected that no effort will be made by the District to collect taxes on personal property other than on personal property rendered for taxation, business inventories and the property of privately owned utilities. Principal categories of exempt property include: property owned by the State of Texas or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; certain household goods, family supplies, and personal effects; farm products owned by the producer; all oil, gas and mineral interests owned by an institution of higher education; certain property owned by exclusively charitable organizations, youth development associations, religious organizations, and qualified schools; designated historical sites; solar and wind-powered energy devices; and most individually owned automobiles. In addition, the District may by its own action exempt residential homesteads of persons sixty-five (65) years or older or under a disability for purposes of payment of disability insurance benefits under the Federal Old-Age Survivors and Disability Insurance Act to the extent deemed advisable by the Board. The District would be required to call an election on such residential homestead exemption upon petition by at least twenty percent (20%) of the number of qualified voters who voted in the District's preceding election and would be required to offer such an exemption if a majority of voters approve it at such election. For the 2025 tax year, the District has not granted any such exemptions. The District must grant exemptions to disabled veterans or certain surviving dependents of disabled veterans, if requested, of between \$5,000 and \$12,000 of assessed valuation depending upon the disability rating of the veteran, if such rating is less than 100%. A veteran who receives a disability rating of 100% is entitled to an exemption for the full value of the veteran's residence homestead. Additionally, subject to certain conditions, the surviving spouse of a disabled veteran who is entitled to an exemption for the full value of the veteran's residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran's exemption applied. A partially disabled veteran or certain surviving spouses of partially disabled veterans are entitled to an exemption from taxation of a percentage of the appraised value of their residence homestead in an amount equal to the partially disabled veteran's disability rating if (i) the residence homestead was donated by a charitable organization at no cost to the disabled veteran or, (ii) the residence

was donated by a charitable organization at some cost to the disabled veteran if such cost is less than or equal to fifty percent (50%) of the total good faith estimate of the market value of the residence as of the date the donation is made. Also, the surviving spouse of a member of the armed forces or a first responder (as defined under Texas law), who was (i) killed in action, or (ii) fatally injured in the line of duty, is, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse's residence homestead, and subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse.

A "Freeport Exemption" applies to goods, wares, merchandise, other tangible personal property and ores, other than oil, natural gas, and petroleum products (defined as liquid and gaseous materials immediately derived from refining oil or natural gas), and to aircraft or repair parts used by a certified air carrier acquired in or imported into Texas which are destined to be forwarded outside of Texas and which are detained in Texas for assembling, storing, manufacturing, processing or fabricating for less than 175 days. Although certain taxing units may take official action to tax such property in transit and negate such exemption, the District does not have such an option. A "Goods-in-Transit" Exemption is applicable to certain tangible personal property, as defined by the Property Tax Code, acquired in or imported into Texas for storage purposes and which is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in Texas that are not in any way owned or controlled by the owner of such property for the account of the person who acquired or imported such property. The exemption excludes oil, natural gas, petroleum products, aircraft and certain special inventory including dealer's motor vehicles, dealer's vessel and outboard motor vehicle, dealer's heavy equipment and retail manufactured housing inventory. The exemption applies to covered property if it is acquired in or imported into Texas for assembling, storing, manufacturing, processing, or fabricating purposes and is subsequently forwarded to another location inside or outside of Texas not later than 175 days after acquisition or importation. A property owner who receives the Goods-in-Transit Exemption is not eligible to receive the Freeport Exemption for the same property. Local taxing units such as the District may, by official action and after public hearing, tax goods-in-transit personal property. A taxing unit must exercise its option to tax goods-in-transit property before January 1 of the first tax year in which it proposes to tax the property at the time and in the manner prescribed by applicable law. However, taxing units who took official action as allowed by prior law before October 1, 2011, to tax goods-in-transit property, and who pledged such taxes for the payment of debt, may continue to impose taxes against the goods-in-transit property until the debt is discharged without further action, if cessation of the imposition would impair the obligations of the contract by which the debt was created. The District has not exercised its option to tax goods-in-transit personal property but may choose to do so in the future.

General Residential Homestead Exemption

Texas law authorizes the governing body of each political subdivision in the State of Texas to exempt up to twenty percent (20%) of the appraised value of residential homesteads, but not less than \$5,000 if any exemption is granted, from ad valorem taxation. The law provides, however, that where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. For the 2025 tax year, the District has not granted a general residential homestead exemption.

Valuation of Property for Taxation

Generally, property in the District must be appraised by the Appraisal District at market value as of January 1 of each year. Assessments under the Property Tax Code are to be based upon one hundred percent (100%) of market value. The appraised value of residential homestead property may be limited to the lesser of the market value of the property, or the sum of the appraised value of the property for the last year in which it was appraised, plus ten percent (10%) of such appraised value multiplied by the number of years since the last appraisal, plus the market value of all new improvements to the property. Once an appraisal roll is prepared and approved by the Appraisal Review Board, it is used by the District in establishing its tax rate. The Property Tax Code requires the Appraisal District to implement a plan for periodic reappraisal of property to update appraised values. The plan must provide for appraisal of all real property by the Appraisal District at least once every three (3) years. It is not known what frequency of reappraisal will be utilized by the Appraisal District or whether reappraisals will be conducted on a zone or county-wide basis.

The Property Tax Code provides for a temporary exemption from ad valorem taxation of a portion of the appraised value of certain property that is at least 15% damaged by a disaster and located within an area declared to be a disaster area by the governor of the State of Texas. This temporary exemption is automatic if the disaster is declared prior to a taxing unit, such as the District, adopting its tax rate for the tax year. A taxing unit, such as the District, may authorize the exemption at its discretion if the disaster is declared after the taxing unit has adopted its tax rate for the tax year. The amount of the exemption is based on the percentage of damage and is prorated based on the date of the disaster. Upon receipt of an application submitted within the eligible timeframe by a person who qualifies for a temporary exemption under the Property Tax Code, the Appraisal District is required to complete a damage assessment and assign a damage assessment rating to determine the amount of the exemption. The temporary exemption amounts established in the Property Tax Code range from 15% for property less than 30% damaged to 100% for property that is a total loss. Any such temporary exemption granted for disaster-damaged property expires on January 1 of the first year in which the property is reappraised.

District and Taxpayer Remedies

Under certain circumstances, taxpayers and taxing units, including the District, may appeal orders of the Appraisal Review Board by filing a petition for review in district court within forty-five (45) days after notice is received that a final order has been entered. In such event, the property value in question may be determined by the court, or by a jury, if requested by any party. Additionally, taxing units may bring suit against the Appraisal District to comply with the Property Tax Code. The District may challenge the exclusion of property from the appraisal rolls or the grant, in whole or in part, of an exemption.

Texas law provides for notice and hearing procedures prior to the adoption of an ad valorem tax rate by the District. Additionally, under certain circumstances, an election would be required to determine whether to approve the adopted total tax rate. See "TAXING PROCEDURES—Rollback of Operations and Maintenance Tax Rate." The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property values, appraisals that are higher than renditions and appraisals of property not previously on an appraisal roll.

Agricultural, Open Space, Timberland and Inventory Deferment

The Property Tax Code permits land designated for agricultural use (including wildlife management), open space, or timberland to be appraised at its value based on the land's capacity to produce agriculture or timber products rather than at its fair market value. The Property Tax Code permits, under certain circumstances, that residential real property inventory held by a person in the trade or business be valued at the price all such property would bring if sold as a unit to a purchaser who would continue the business. Landowners wishing to avail themselves of any of such designations must apply for the designation, and the Appraisal District is required by the Property Tax Code to act on each claimant's right to the designation individually. A claimant may waive the special valuation as to taxation by some political subdivisions and not as to others. If a claimant receives the designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect taxes based on the new use for the three (3) years prior to the loss of the designation for agricultural, timberland or open space land. According to the District's Tax Assessor/Collector, as of January 1, 2025, approximately 69 acres of land within the District was designated for agricultural use, open space, inventory deferment, or timberland.

Tax Abatement

The City and Brazos County may designate all or part of the District as a reinvestment zone, and the District, Brazos County, and the City may thereafter enter into tax abatement agreements with the owners of property within the zone. The tax abatement agreements may exempt from ad valorem tax, by the applicable taxing jurisdictions, and by the District, for a period of up to ten (10) years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property in conformity with a comprehensive plan. According to the District's Tax Assessor/Collector, to date, none of the area within the District has been designated as a reinvestment zone.

Levy and Collection of Taxes

The District is responsible for the collection of its taxes, unless it elects to transfer such functions to another governmental entity. The District adopts its tax rate each year after it receives a tax roll certified by the Appraisal District. Taxes are due upon receipt of a bill therefor and become delinquent after January 31 of the following year or 30 days after the date billed, whichever is later, or, if billed after January 10, they are delinquent on the first day of the month next following the 21st day after such taxes are billed. A delinquent tax accrues interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid beginning the first calendar month it is delinquent. A delinquent tax also incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent plus a one percent (1%) penalty for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. However, a tax delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent, which penalty remains at such rate without further increase. If the tax is not paid by July 1, an additional penalty of up to the amount of the compensation specified in the District's contract with its delinquent tax collection attorney, but not to exceed twenty percent (20%) of the total tax, penalty and interest, may, under certain circumstances, be imposed by the District. With respect to personal property taxes that become delinquent on or after February 1 of a year and that remain delinquent sixty (60) days after the date on which they become delinquent, as an alternative to the penalty described in the foregoing sentence, an additional penalty on personal property of up to the amount specified in the District's contract with its delinquent tax attorney, but not to exceed twenty percent (20%) of the total tax, penalty and interest, may, under certain circumstances, be imposed by the District prior to July 1. The District's contract with its delinquent tax collection attorney currently specifies a twenty percent (20%) additional penalty. The District may waive penalties and interest on delinquent taxes only for the items specified in the Texas Property Tax Code. The Property Tax Code also makes provision for the split payment of taxes, discounts for early payment and the postponement of the delinquency of taxes under certain circumstances. The owner of a residential homestead property who is (i) a person sixty-five (65) years of age or older, (ii) under a disability for purpose of payment of disability insurance benefits under the Federal Old Age Survivors and Disability Insurance Act, or (iii) qualifies as a disabled veteran under Texas law, is also entitled by law to pay current taxes on a residential homestead in installments or to defer the payment of taxes without penalty during the time of ownership. Additionally, a person who is delinquent on taxes for a residential homestead is entitled to an agreement with the District to pay such taxes in installments over a period of between 12 and 36 months (as determined by the District) when such person has not entered into another installment agreement with respect to delinquent taxes with the District in the preceding 24 months.

Rollback of Operation and Maintenance Tax Rate

Chapter 49 of the Texas Water Code classifies certain special purpose districts, including the District, differently based on their current operation and maintenance tax rate or on the percentage of projected build-out that a district has completed. Districts that have adopted an operation and maintenance tax rate for the current year that is 2.5 cents or less per \$100 of taxable value are classified herein as “Low Tax Rate Districts.” Districts that have financed, completed, and issued bonds to pay for all land, improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as “Developed Districts.” Districts that do not meet either of the classifications previously discussed can be classified herein as “Developing Districts.” The impact each classification has on the ability of a district to increase its maintenance and operations tax rate is described for each classification below. Debt service and contract tax rates cannot be reduced by a rollback election held within any of the districts described below. See “SELECTED FINANCIAL INFORMATION” for a description of the District's current total tax rate.

Low Tax Rate Districts

Low Tax Rate Districts that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Low Tax Rate District is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

Developed Districts

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.035 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions, plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor of Texas or President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Low Tax Rate District and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Low Tax Rate Districts.

Developing Districts

Districts that do not meet the classification of a Low Tax Rate District or a Developed District can be classified as Developing Districts. The qualified voters of these districts, upon the Developing District's adoption of a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are authorized to petition for an election to reduce the operation and maintenance tax rate. If an election is called and passes, the total tax rate for Developing Districts is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

The District

A determination as to a district's status as a Low Tax Rate District, Developed District or Developing District will be made by the Board of Directors on an annual basis. The District cannot give any assurances as to what its classification will be at any point in time or whether the District's future tax rates will result in a total tax rate that will reclassify the District into a new classification and new election calculation. For the 2025 tax year, the District was designated as a Developing District.

District's Rights in the Event of Tax Delinquencies

Taxes levied by the District are a personal obligation of the owner of the property against which the tax is levied. In addition, on January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of each taxing unit, including the District, having power to tax the property. The District's tax lien is on a parity with tax liens of other such taxing units. See “ESTIMATED OVERLAPPING DEBT STATEMENT.” A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien. Further, personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalties, and interest.

Except with respect to (i) owners of residential homestead property who are sixty-five (65) years of age or older or under a disability as described above and who have filed an affidavit as required by law and (ii) owners of residential homesteads who have entered into an installment agreement with the District for payment of delinquent taxes as described above and who are not in default under said agreement, at any time after taxes on property become delinquent, the District may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, or by taxpayer redemption rights (a taxpayer may redeem property that is a residence homestead or was designated for agricultural use within two (2) years after the deed issued at foreclosure is filed of record and may redeem all other property within six (6) months after the deed issued at foreclosure is filed of record) or by bankruptcy proceedings which restrict the collection of taxpayer debt. The District's ability to foreclose its tax lien or collect penalties and interest may be limited on property owned by a financial institution which is under receivership by the Federal Deposit Insurance Corporation pursuant to the Federal Deposit Insurance Act, 12 U.S.C. 1825, as amended. Generally, the District's tax lien and a federal tax lien are on par with the ultimate priority being determined by applicable federal law. See "RISK FACTORS—Tax Collection Limitations."

Certain Tax Exemptions Provided for Affordable Housing

Certain multi-family housing may be exempt from ad valorem taxation by the District pursuant to Chapter 303 of the Texas Local Government Code (the "PFC Act"), Chapter 392 of the Texas Local Government Code (the "Housing Authority Act"), or Chapter 394 of the Texas Local Government Code (the "HFC Act"), if certain conditions are met.

The PFC Act authorizes cities, counties, school districts, housing authorities and special districts (a "Sponsor") to create a sponsored Public Facility Corporation ("PFC") to acquire, construct, rehabilitate, renovate, repair, equip, furnish and place in service public facilities. These activities may be financed through certain obligations of either the Sponsor or the PFC. Under the PFC Act, a "public facility" includes any real, personal, or mixed property, or an interest in property devoted or to be devoted to public use, and authorized to be financed under the PFC Act. A public facility, including a leasehold estate in a public facility, that is owned by a PFC is exempt from taxation by the State or a municipality or other political subdivision of the State, including the District. This exemption applies to both ad valorem and sales taxes levied by such taxing authorities. Subject to certain restrictions, a leasehold or other possessory interest granted by the PFC to the user of a PFC-owned multifamily residential development entitles that user to this same exemption. A PFC project approved on or after June 18, 2023, does not qualify for an exemption with respect to taxes imposed by a conservation and reclamation district providing water, sewer, or drainage services to the development, unless an agreement is entered into with the district concerning payments in lieu of taxation. Projects for which PFC or Sponsor approval was received prior to the effective date of H.B. 2071 are governed by the prior law and are not subject to the same requirements. The District is not aware of any public facilities located within the boundaries of the District that are either owned or leased by a PFC.

The HFC Act provides for the formation of housing finance corporations ("HFCs") by municipalities and counties for the purpose of providing decent, safe, and sanitary housing at affordable prices to residents of local governments. Public property owned by an HFC, including property for which an HFC holds an equitable interest, is exempt from taxes imposed by the state or any political subdivision of the state, including conservation and reclamation districts such as the District, provided certain conditions are met under the HFC Act. This exemption applies to both ad valorem and sales taxes levied by taxing authorities where the qualified project is located. Section 394.904(d) (as added by H.B. 21, 89th Texas Legislature, Regular Session) provides in part that, for property acquired by an HFC after May 28, 2025, such ad valorem tax exemptions do not apply to taxes levied by a conservation or reclamation district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution, that provides water, sewer, or drainage service to the multifamily residential development owned by the HFC, unless the applicable HFC has entered into a written agreement with the district to make a payment to the district in lieu of taxation, in the amount specified in the agreement. Further, property acquired by an HFC prior to May 28, 2025, may become subject to taxation by a conservation and reclamation district in future tax years unless certain additional requirements are met under the HFC Act. The District is not aware of any public property located within the boundaries of the District that is owned by an HFC.

The Housing Authority Act authorizes cities and counties to create housing authorities to provide safe and sanitary housing for persons of low income within the area of operation of the housing authority. Multi-family property owned by a housing authority, including property for which a housing authority holds an equitable interest, is exempt from all taxes and special assessments of a city, county, the state, or another political subdivision, including conservation and reclamation districts such as the District, if certain conditions are met under the Housing Authority Act. The District is not aware of any public property located within the boundaries of the District that is owned by a housing authority.

GENERAL FUND

The following statement sets forth in condensed form the historical results of operation of the District's General Fund. The City operates the water and sewer system that serves the District, so the District collects no net revenues from operating the system. Such summary is based upon information obtained from the District's audited financial statements for fiscal years May 31, 2021 through 2025. Such figures are included for informational purposes only. Accounting principles customarily employed in the determination of net revenues have been observed and in all instances exclude depreciation. See "RISK FACTORS—Operating Funds." Reference is made to "APPENDIX A" for further and complete information.

	Fiscal Year Ended May 31				
	2025	2024	2023	2022	2021
Revenues					
Property Taxes	\$ 317,534	\$ 228,004	\$ 85,613	\$ 73,108	\$ 116,829
Penalty and Interest	-	-	-	-	1,738
Investment Income	2,937	888	-	-	66
Other Income	-	9	-	-	-
Total Revenues	\$ 320,471	\$ 228,901	\$ 85,613	\$ 73,108	\$ 118,633
Expenditures					
Professional Fees	\$ 121,212	\$ 96,099	\$ 116,642	\$ 86,214	\$ 94,471
Contracted Services	27,484	30,885	26,967	26,452	23,538
Repairs and Maintenance	93,361	95,660	87,212	8,084	-
Other Expenditures	19,120	18,710	14,332	11,489	13,843
Debt Issuance Costs	509	-	20,333	-	-
Total Expenditures	\$ 261,686	\$ 241,354	\$ 265,486	\$ 132,239	\$ 131,852
Revenues Over (Under) Expenditures	\$ 58,785	\$ (12,453)	\$ (179,873)	\$ (59,131)	\$ (13,219)
Other Sources (Uses)					
Developer Advances	\$ -	\$ 110,000	\$ 173,000	\$ -	\$ 50,033
Interfund Transfer	-	20,333	-	(27,952)	-
Fund Balance (Beginning of Year)	\$ 94,564	\$ (23,316)	\$ (16,443)	\$ 70,640	\$ 33,826
Fund Balance (End of Year)	\$ 153,349	\$ 94,564	\$ (23,316)	\$ (16,443)	\$ 70,640

DEBT SERVICE REQUIREMENTS

The following sets forth the debt service requirements for the Outstanding Bonds plus the estimated debt service requirements for the Bonds at an assumed interest rate of 5.00%. This schedule does not reflect the fact that an amount equal to twelve months of interest will be capitalized from Bond proceeds to pay debt service on the Bonds.

Year	Outstanding Bonds Debt Service Requirements	Plus: Debt Service on the Bonds			Total Debt Service Requirements
		Principal	Interest	Total	
2026	\$ 719,683		\$ 114,583	\$ 114,583	\$ 834,266
2027	718,563	\$ 90,000	137,500	227,500	946,063
2028	706,813	90,000	133,000	223,000	929,813
2029	699,643	95,000	128,500	223,500	923,143
2030	698,603	95,000	123,750	218,750	917,353
2031	692,843	100,000	119,000	219,000	911,843
2032	683,013	100,000	114,000	214,000	897,013
2033	689,088	100,000	109,000	209,000	898,088
2034	675,063	105,000	104,000	209,000	884,063
2035	675,938	105,000	98,750	203,750	879,688
2036	666,350	110,000	93,500	203,500	869,850
2037	656,306	110,000	88,000	198,000	854,306
2038	646,131	115,000	82,500	197,500	843,631
2039	650,756	115,000	76,750	191,750	842,506
2040	639,650	115,000	71,000	186,000	825,650
2041	643,413	120,000	65,250	185,250	828,663
2042	631,144	120,000	59,250	179,250	810,394
2043	628,738	125,000	53,250	178,250	806,988
2044	625,700	125,000	47,000	172,000	797,700
2045	622,006	130,000	40,750	170,750	792,756
2046	627,769	130,000	34,250	164,250	792,019
2047	617,263	135,000	27,750	162,750	780,013
2048	611,294	135,000	21,000	156,000	767,294
2049	604,763	140,000	14,250	154,250	759,013
2050	592,563	145,000	7,250	152,250	744,813
Total	\$ 16,423,089	\$ 2,750,000	\$ 1,963,833	\$ 4,713,833	\$ 21,136,922

Maximum Annual Debt Service Requirement (2027)	\$946,063
Average Annual Debt Service Requirements (2026-2050)	\$845,477

RISK FACTORS

General

The Bonds are obligations solely of the District and are not obligations of the State of Texas, Brazos County, the City of College Station, or any entity other than the District. Payment of the principal of and interest on the Bonds depends upon the ability of the District to collect taxes levied on taxable property within the District in an amount sufficient to service the District's bonded debt or, in the event of foreclosure, on the value of the taxable property in the District and the taxes levied by the District and other taxing authorities upon the property within the District. See "THE BONDS—Source and Security of Payment." The collection by the District of delinquent taxes owed to it and the enforcement by Registered Owners (as hereinafter defined) of the District's obligation to collect sufficient taxes may be a costly and lengthy process. Furthermore, the District cannot and does not make any representations that continued development of taxable property within the District will accumulate or maintain taxable values sufficient to justify continued payment of taxes by property owners or that there will be a market for the property or that owners of the property will have the ability to pay taxes. See "Registered Owners' Remedies" below.

Undeveloped Acreage and Vacant Lots

There are approximately 62 acres of commercial and multi-family reserves served with trunk utilities where vertical improvements have not been constructed and approximately 9 acres of undeveloped but developable land within the District as of August 1, 2025. There are currently 78 vacant developed lots available for home construction owned by CSDR. The District makes no representation as to when or if development of this acreage will occur or that the lot sales and building program will be successful. Failure of the Developers to develop the developable land or of builders to construct homes in the developed lots could restrict the rate of growth of taxable values in the District. See "THE DISTRICT—Land Use."

Increase in Costs of Building Materials and Labor Shortages

As a result of low supply and high demand, shipping constraints, and ongoing trade disputes (including tariffs and retaliatory tariffs), there have been substantial increases in the cost of lumber and other materials, causing many homebuilders and general contractors to experience budget overruns. Further, the federal administration's unpredictable tariff policy (including the threatened impositions of tariffs) may impact the ability of the Developers or homebuilders in the District to estimate costs. The federal administration's immigration policies may additionally impact the State's workforce, particularly in construction. Mass deportations or immigration policies that make it challenging for foreign workers to work in the United States may result in labor shortages that impact the Developer's ability to construct utility and road facilities and homebuilders' ability to construct homes within the District. Decreased levels of construction activity could tend to restrict the growth of property values in the District or could adversely impact existing values. The District makes no representations regarding the probability of development or homebuilding continuing in a timely manner or the effects that current or future economic or governmental circumstances may have on any plans of the Developers or homebuilders.

Dependence on Principal Taxpayers

Based upon the certified 2025 tax rolls, the top ten taxpayers are responsible for approximately 33.17% of the District's 2025 taxes (levied on \$186,483,944 in taxable property value). The principal taxpayer in the District is 950 TL Midtown LLC, the owner of the Nine 50 Town Lake at Midtown apartment complex, who is responsible for approximately 18.17% of the District's 2025 taxes. The second largest taxpayer is LOA Brazos NH LLC, the owner of Accel at College Station, a transitional care and rehabilitation center, who is responsible for approximately 4.45% of the District's 2025 taxes. The third and fourth largest taxpayers in the District are the Developers, which are responsible for approximately 2.45% and 2.17%, respectively, of the District's 2025 taxes. See "THE DISTRICT - Status of Development," "THE DEVELOPERS," and "TAX DATA - Principal Taxpayers." The ability of any principal taxpayer to make full and timely payments of taxes levied against its property by the District will directly affect the District's ability to meet its debt service obligations. If, for any reason, any one or more principal taxpayers do not pay taxes due or do not pay in a timely manner, the District may need to levy additional taxes or use other funds available for debt service purposes. However, the District has not covenanted in the Bond Order, nor is it required by Texas law, to maintain any particular balance in its Debt Service Fund or any other funds to allow for any such delinquencies. Therefore, failure by one or more principal taxpayers to pay their taxes on a timely basis in amounts in excess of the District's available funds could have a material adverse effect upon the District's ability to pay debt service on the Bonds on a current basis.

Specific Flood Type Risks

The District is subject to the following flood type risks: Riverine, or fluvial, flooding occurs when water levels rise over the top of river, bayou or channel banks due to excessive rain from tropical systems making landfall and/or persistent thunderstorms over the same area for extended periods of time. The damage from a riverine flood can be widespread. The overflow can affect smaller rivers and streams downstream or may sheet-flow over land. Flash flooding is a type of riverine flood that is characterized by an intense, high velocity torrent of water that occurs in an existing river channel with little to no notice. Flash flooding can also occur even if no rain has fallen, for instance, after a levee, dam or reservoir has failed or experienced an uncontrolled release, or after a sudden release of water by a debris or ice jam. In addition, planned or unplanned controlled releases from a dam, levee or reservoir also may result in flooding in areas adjacent to rivers, bayous or man made drainage systems (canals or channels) downstream.

Economic Factors and Interest Rates

A substantial percentage of the taxable value of the District results from the current market value of single-family residences, commercial and multi-family development, undeveloped land and developed lots. The market value of such properties is related to general economic conditions affecting the demand for residences. Demand for residential lots of this type and the construction of homes thereon and the demand for commercial tracts of land can be significantly affected by factors such as interest rates, credit availability, construction costs, energy availability and the prosperity and demographic characteristics of the urban center toward which the marketing of lots is directed. Decreased levels of construction activity would tend to restrict the growth of property values in the District or could adversely impact such values. See “Credit and Liquidity in the Financial Markets” below and “THE DISTRICT—Status of Development.”

Credit Markets and Liquidity in the Financial Markets

Interest rates and the availability of mortgage and development funding have a direct impact on construction activity, particularly short-term interest rates at which landowners are able to obtain financing for development costs. Interest rate levels may affect the ability of a landowner with undeveloped property to undertake and complete construction activities within the District. Because of the numerous and changing factors affecting the availability of funds, particularly liquidity in the national credit markets, the District is unable to assess the future availability of such funds for continued construction within the District. In addition, since the District is located approximately 5 miles south of the central business district of the City, the success of development within the District and growth of District taxable property values are, to a great extent, a function of the City and regional economies and national credit and financial markets. A downturn in the economic conditions in the College Station area, including Texas A&M University, or a decline in the nation’s real estate and financial markets could adversely affect development in the District and restrain the growth of or reduce the value of the District’s property tax base.

Developers Obligation to the District

There are no commitments from or obligations of the Developers or any other landowner to the District to proceed at any particular rate or according to any specified plan with the development of land or the construction of improvements in the District, and there is no restriction on any landowner’s right to sell its land. Failure to construct taxable improvements on developed tracts of land could restrict the rate of growth of taxable values in the District. The District cannot and does not make any representations that over the life of the Bonds the District will increase or maintain its taxable value.

Competition

The demand for and construction of single-family homes and commercial and multi-family improvements in the District could be affected by competition from other developments including other developments located in College Station. In addition to competition for new home sales from other developments, there are numerous previously-owned homes in the area of the District and in more established neighborhoods. Such homes could represent additional competition for new homes proposed to be sold within the District.

The competitive position of the Developers in the sale of developed lots and commercial tracts and of prospective builders in the construction of single-family residential houses within the District is affected by most of the factors discussed in this section. Such a competitive position directly affects the growth and maintenance of taxable values in the District. The District can give no assurance that building and marketing programs in the District by the Developers will be implemented or, if implemented, will be successful.

Maximum Impact on District Tax Rates

Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of owners of property within the District to pay their taxes. The 2025 Taxable Assessed Valuation is \$194,359,334, and the Estimated Taxable Assessed Valuation as of August 1, 2025, is \$225,026,066. After issuance of the Bonds, the maximum annual debt service requirement will be \$946,063 (2027), and the average annual debt service requirement will be \$845,477 (2026-2050, inclusive). Assuming no increase or decrease from the 2025 Taxable Assessed Valuation and the Estimated Taxable Assessed Valuation as of August 1, 2025, the issuance of no additional debt, and no other funds available for the payment of debt service, tax rates of \$0.52 and \$0.45, respectively, based on the 2025 Taxable Assessed Valuation and \$0.46 and \$0.40, respectively, based on the Estimated Taxable Assessed Valuation as of August 1, 2025, per \$100 of taxable assessed valuation at a ninety-five percent (95%) collection rate would be necessary to pay both the maximum annual debt service requirement and the average annual debt service requirements. See “DEBT SERVICE REQUIREMENTS.”

No representations or suggestions are made that the estimated values of land and improvements provided by the Appraisal District as of August 1, 2025 for the District will be certified as taxable value by the Appraisal District, and no person should rely upon such amounts or their inclusion herein as assurance of their attainment. See “TAXING PROCEDURES.”

Future Debt

The District reserves in the Bond Order the right to issue the remaining \$92,950,000 principal amount of authorized but unissued unlimited tax bonds for the purpose of acquiring or constructing road facilities and \$106,600,000 principal amount of unlimited tax bonds for the purpose of refunding such bonds, \$71,400,000 principal amount of unlimited tax bonds authorized but unissued for the purpose of acquiring or constructing water, sanitary sewer and drainage facilities and \$71,400,000 principal amount of unlimited tax bonds for the purpose of refunding such bonds. The District may issue additional bonds which may be voted hereafter. After reimbursement from the proceeds of the sale of the Bonds, the Developers will have expended approximately \$15,000,000 (as of August 1, 2025) for design, construction and acquisition of water, sanitary sewer, and drainage facilities and road facilities not yet reimbursed. See “THE BONDS-Issuance of Additional Debt.” The issuance of such obligations may adversely affect the investment security of the Bonds. The District does not employ any formula with regard to assessed valuations or tax collections or otherwise to limit the amount of bonds which may be issued. Any bonds issued by the District, however, must be approved by the Attorney General of Texas and the Board of the District and any bonds issued to acquire or construct water, sanitary sewer and drainage facilities must be approved by the Texas Commission on Environmental Quality (the “Commission”).

Environmental and Air Quality Regulations

Wastewater treatment, water supply, storm sewer facilities and construction activities within the District are subject to complex environmental laws and regulations at the federal, state and local levels that may require or prohibit certain activities that affect the environment, such as

- Requiring permits for construction and operation of water wells, wastewater treatment and other facilities;
- Restricting the manner in which wastes are treated and released into the air, water and soils;
- Restricting or regulating the use of wetlands or other properties; or
- Requiring remedial action to prevent or mitigate pollution.

Sanctions against a municipal utility district or other type of special purpose district for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements and issuance of injunctions to ensure future compliance. Environmental laws and compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Environmental laws can also inhibit growth and development within the District. Further, changes in regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the District.

Air Quality Issues: Air quality control measures required by the United States Environmental Protection Agency (the “EPA”) and the Texas Commission on Environmental Quality (the “TCEQ”) may impact new industrial, commercial and residential development in Brazos County. Under the Clean Air Act (“CAA”) Amendments of 1990, Brazos County has been designated an attainment/unclassifiable area under three separate federal ozone standards: the one- hour (124 parts per billion (“ppb”)) and eight hour (84 ppb) standards promulgated by the EPA in 1997 (the “1997 Ozone Standards”); the tighter, eight-hour ozone standard of 75 ppb promulgated by the EPA in 2008 (the “2008 Ozone Standard”), and the EPA’s most-recent promulgation of an even lower, 70 ppb eight-hour ozone standard in 2015 (the “2015 Ozone Standard”).

Although Brazos County is currently in attainment, Brazos County has been and continues to be near the non-attainment thresholds for ozone. Accordingly, it is possible that Brazos County could be re-classified as a nonattainment area should ozone levels increase. A designation of nonattainment for ozone or any other pollutant could negatively impact business due to additional permitting/regulatory constraints that accompany this designation and because of the community stigma associated with a nonattainment designation. It is possible that additional controls will be necessary to allow Brazos County to maintain attainment with the ozone standards. Such additional controls could have a negative impact on Brazos County’s economic growth and development.

Water Supply & Discharge Issues: Water supply and discharge regulations that certain special districts, including the District, may be required to comply with involve: (1) public water supply systems; (2) wastewater discharges from treatment facilities; (3) storm water discharges; and (4) wetlands dredge and fill activities. Each of these is addressed below:

Texas Pollutant Discharge Elimination System (“TPDES”) permits set limits on the type and quantity of discharge, in accordance with state and federal laws and regulations. The TCEQ reissued the TPDES Construction General Permit (TXR150000) (“CGP”), with an effective date of March 5, 2023, which is a general permit authorizing the discharge of stormwater runoff associated with small and large construction sites and certain non-stormwater discharges into surface water in the state. The CGP has a 5-year permit term, and is then subject to renewal. Moreover, the Clean Water Act (“CWA”) and Texas Water Code require municipal wastewater treatment plants to meet secondary treatment effluent limitations and more stringent water quality-based limitations and requirements to comply with the Texas water quality standards. Any water quality-based limitations and requirements with which a municipal utility district must comply may have an impact on the municipal utility district’s ability to obtain and maintain compliance with TPDES permits.

The TCEQ issued its General Permit for Phase II (Small) Municipal Storm Sewer Systems (the “MS4 Permit”) on August 15, 2024. The MS4 Permit authorizes the discharge of stormwater to surface water in the state from small municipal separate storm sewer systems. While the District is not currently subject to the MS4 Permit, if the District’s inclusion were required at a future date, the District could incur substantial costs to develop, implement, and maintain the necessary plans as well as to install or implement best management practices to minimize or eliminate unauthorized pollutants that may otherwise be found in stormwater runoff in order to comply with the MS4 Permit.

Operations of certain special districts, including the District, are also potentially subject to requirements and restrictions under the CWA regarding the use and alteration of wetland areas that are within the “waters of the United States.” The District must obtain a permit from the United States Army Corps of Engineers (“USACE”) if operations of the District require that wetlands be filled, dredged, or otherwise altered.

In 2023, the Supreme Court of the United States issued its decision in *Sackett v. EPA*, which clarified the definition of “waters of the United States” and significantly restricted the reach of federal jurisdiction under the CWA. Under the *Sackett* decision, “waters of the United States” includes only geographical features that are described in ordinary parlance as “streams, oceans, rivers, and lakes” and to adjacent wetlands that are indistinguishable from such bodies of water due to a continuous surface connection.

Subsequently, the EPA and USACE issued a final rule amending the definition of “waters of the United States” under the CWA to conform with the Supreme Court’s decision.

While the *Sackett* decision removed a great deal of uncertainty regarding the ultimate scope of “waters of the United States” and the extent of EPA and USACE jurisdiction, operations of municipal utility districts, including the District, could potentially be subject to additional restrictions and requirements, including additional permitting requirements, in the future.

Tax Collection Limitations

The District’s ability to make debt service payments may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other state and local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. The District’s ability to collect ad valorem taxes through such foreclosure may be impaired by (a) cumbersome, time consuming and expensive collection procedures, (b) a bankruptcy court’s stay of tax collection procedure against a taxpayer, or (c) market conditions limiting the proceeds from a foreclosure sale of taxable property. While the District has a lien on taxable property within the District for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding. Attorney’s fees and other costs of collecting any such taxpayer’s delinquencies could substantially reduce the net proceeds to the District from a tax foreclosure sale. Finally, a bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the District pursuant to the Federal Bankruptcy Code could stay any attempt by the District to collect delinquent ad valorem taxes against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two other ways: first, a debtor’s confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six years; and, second, a debtor may challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid. See “TAXING PROCEDURES—District’s Rights in the Event of Tax Delinquencies.”

Certain Tax Exemptions Provided for Affordable Housing

Certain multi-family housing may be exempt from ad valorem taxation by the District pursuant to Chapter 303 of the Texas Local Government Code (the “PFC Act”), Chapter 392 of the Texas Local Government Code (the “Housing Authority Act”), or Chapter 394 of the Texas Local Government Code (the “HFC Act”), if certain conditions are met.

The PFC Act authorizes cities, counties, school districts, housing authorities and special districts (a “Sponsor”) to create a sponsored Public Facility Corporation (“PFC”) to acquire, construct, rehabilitate, renovate, repair, equip, furnish and place in service public facilities. These activities may be financed through certain obligations of either the Sponsor or the PFC. Under the PFC Act, a “public facility” includes any real, personal, or mixed property, or an interest in property devoted or to be devoted to public use, and authorized to be financed under the PFC Act. A public facility, including a leasehold estate in a public facility, that is owned by a PFC is exempt from taxation by the State or a municipality or other political subdivision of the State, including the District. This exemption applies to both ad valorem and sales taxes levied by such taxing authorities. Subject to certain restrictions, a leasehold or other possessory interest granted by the PFC to the user of a PFC-owned multifamily residential development entitles that user to this same exemption. A PFC project approved on or after June 18, 2023, does not qualify for an exemption with respect to taxes imposed by a conservation and reclamation district providing water, sewer, or drainage services to the development, unless an agreement is entered into with the district concerning payments in lieu of taxation. Projects for which PFC or Sponsor approval was received prior to the effective date of H.B. 2071 are governed by the prior law and are not subject to the same requirements. The District is not aware of any public facilities located within the boundaries of the District that are either owned or leased by a PFC.

The HFC Act provides for the formation of housing finance corporations ("HFCs") by municipalities and counties for the purpose of providing decent, safe, and sanitary housing at affordable prices to residents of local governments. Public property owned by an HFC, including property for which an HFC holds an equitable interest, is exempt from taxes imposed by the state or any political subdivision of the state, including conservation and reclamation districts such as the District, provided certain conditions are met under the HFC Act. This exemption applies to both ad valorem and sales taxes levied by taxing authorities where the qualified project is located. Section 394.904(d) (as added by H.B. 21, 89th Texas Legislature, Regular Session) provides in part that, for property acquired by an HFC after May 28, 2025, such ad valorem tax exemptions do not apply to taxes levied by a conservation or reclamation district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution, that provides water, sewer, or drainage service to the multifamily residential development owned by the HFC, unless the applicable HFC has entered into a written agreement with the district to make a payment to the district in lieu of taxation, in the amount specified in the agreement. Further, property acquired by an HFC prior to May 28, 2025, may become subject to taxation by a conservation and reclamation district in future tax years unless certain additional requirements are met under the HFC Act. The District is not aware of any public property located within the boundaries of the District that is owned by an HFC.

The Housing Authority Act authorizes cities and counties to create housing authorities to provide safe and sanitary housing for persons of low income within the area of operation of the housing authority. Multi-family property owned by a housing authority, including property for which a housing authority holds an equitable interest, is exempt from all taxes and special assessments of a city, county, the state, or another political subdivision, including conservation and reclamation districts such as the District, if certain conditions are met under the Housing Authority Act. The District is not aware of any public property located within the boundaries of the District that is owned by a housing authority.

Registered Owners' Remedies

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Order, or defaults in the observation or performance of any other covenants, conditions, or obligations set forth in the Bond Order, the Beneficial Owners have the right to seek a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Order. Except for mandamus, the Bond Order does not specifically provide for remedies to protect and enforce the interests of the Beneficial Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Beneficial Owners.

Statutory language authorizing local governments such as the District to sue and be sued does not waive the local government's sovereign immunity from suits for money damages so that in the absence of other waivers of such immunity by the Texas Legislature, a default by the District in its covenants in the Bond Order may not be reduced to a judgment for money damages. Even if a judgment against the District for money damages could be obtained, it could not be enforced by direct levy and execution against the District's property. Further, the Beneficial Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Beneficial Owners may further be limited by a State of Texas statute reasonably required to attain an important public purpose or by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions, such as the District.

Bankruptcy Limitation to Registered Owners' Rights

Subject to the requirements of Texas law, the District may voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. Section 901-946, if the District: (1) is authorized to file for federal bankruptcy protection by Texas law; (2) is insolvent or unable to meet its debts as they mature; (3) desires to effect a plan to adjust such debts; and (4) has either obtained the agreement of or negotiated in good faith with its creditors or is unable to negotiate with its creditors because negotiation is impracticable. Under Texas law, the District must also obtain the approval of the Commission prior to filing bankruptcy. Such law requires that the Commission investigate the financial conditions of the District and authorize the District to proceed only if the District has fully exercised its rights and powers under Texas law and remains unable to meet its debts and other obligations as they mature.

Notwithstanding noncompliance by a district with Texas law requirements, the District could file a voluntary bankruptcy petition under Chapter 9, thereby invoking the protection of the automatic stay until the bankruptcy court, after a hearing, dismisses the petition. A federal bankruptcy court is a court of equity and federal bankruptcy judges have considerable discretion in the conduct of bankruptcy proceedings and in making the decision of whether to grant the petitioning District relief from its creditors. While such a decision might be appealable, the concomitant delay and loss of remedies to the Registered Owner could potentially and adversely impair the value of the Registered Owner's claim.

If the District decides in the future to proceed voluntarily under the federal Bankruptcy Code, the District could develop and file a plan for the adjustment of its debts. If such a plan were confirmed by the bankruptcy court, it could, among other things, affect the Registered Owners by reducing or eliminating the interest rate or the principal amount, modifying or abrogating collateral or security arrangements, substituting (in whole or in part) other securities, and otherwise compromising and modifying the rights and remedies of such Registered Owner's claim against the District.

A district may not be forced into bankruptcy involuntarily.

Continuing Compliance with Certain Covenants

The Bond Order contains covenants by the District intended to preserve the exclusion from gross income of interest on the Bonds. Failure by the District to comply with such covenants in the Bond Order on a continuous basis prior to maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issuance. See “LEGAL MATTERS—Tax Exemption.”

Marketability

The District has no agreement with the Underwriter regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are generally bought, sold or traded in the secondary market.

Risk Factors Related to the Purchase of Municipal Bond Insurance

The District has applied for a bond insurance policy (the “Policy”) to guarantee the scheduled payment of principal and interest on the Bonds. If the Policy is issued, investors should be aware of the following investment considerations:

The long-term ratings on the Bonds are dependent in part on the financial strength of the Bond Insurer (the “Insurer”) and its claim paying ability. The Insurer’s financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and of the ratings on the Bonds insured by the Insurer will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds. See description of “MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE.”

The obligations of the Insurer are contractual obligations and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the District nor the Underwriter has made independent investigation into the claims paying ability of the Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal and interest on the Bonds and the claims paying ability of the Insurer, particularly over the life of the investment. See “MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE” for further information provided by the Insurer and the Policy, which includes further instructions for obtaining current financial information concerning the Insurer.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

2025 Legislative Session

The 89th Regular Legislative Session convened on January 14, 2025, and concluded on June 2, 2025. The Texas Legislature meets in regular session in odd numbered years for 140 days. When the Texas Legislature is not in session, the Governor of Texas (the “Governor”) may call one or more special sessions, at the Governor’s discretion, each lasting no more than 30 days, and for which the Governor sets the agenda. During this time, the Texas Legislature may enact laws that materially change current law as it relates to the District. On August 15, 2025, the Governor called the Second Special Session which concluded to begin on September 3, 2025. The District can make no representation regarding any actions the Texas Legislature may take or the effect of such actions.

LEGAL MATTERS

Legal Opinions

The District will furnish to the Underwriter a transcript of certain certified proceedings incident to the issuance and authorization of the Bonds, including a certified copy of the approving legal opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Attorney General has examined a transcript of proceedings authorizing the issuance of the Bonds, and that based upon such examination, the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District. The District will also furnish the approving legal opinion of Schwartz, Page & Harding, L.L.P., Houston, Texas, Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding obligations of the District under the Constitution and laws of the State of Texas, except to the extent that enforcement of the rights and remedies of the Registered Owners of the Bonds may be limited by laws relating to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District and to the effect that interest on the Bonds is excludable from gross income for federal income tax purposes under the statutes, regulations, published rulings and court decisions existing on the date of such opinion, assuming compliance by the District with certain covenants relating to the use and investment of the proceeds of the Bonds. See "Tax Exemption" below. The legal opinion of Bond Counsel will further state that the Bonds are payable, both as to principal and interest, from the levy of ad valorem taxes, without legal limitation as to rate or amount, upon all taxable property within the District. Bond Counsel's opinion will also address the matters described below.

In addition to serving as Bond Counsel, Schwartz, Page & Harding, L.L.P., also serves as counsel to the District on matters not related to the issuance of bonds. The legal fees to be paid to Bond Counsel for services rendered in connection with the issuance of the Bonds are based upon a percentage of bonds actually issued, sold and delivered, and, therefore, such fees are contingent upon the sale and delivery of the Bonds. Certain legal matters will be passed upon for the District by McCall, Parkhurst & Horton L.L.P., Houston, Texas, as Disclosure Counsel.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Legal Review

In its capacity as Bond Counsel, Schwartz, Page & Harding, L.L.P., has reviewed the information appearing in this Official Statement under the captioned sections "THE BONDS," "THE DISTRICT—General," "UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION," "MANAGEMENT OF THE DISTRICT—Bond Counsel and General Counsel," "TAXING PROCEDURES," and "LEGAL MATTERS" solely to determine whether such information fairly summarizes the law and documents referred to therein. Such firm has not independently verified factual information contained in this Official Statement, nor has such firm conducted an investigation of the affairs of the District for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon such firm's limited participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of any of the other information contained herein.

Tax Exemption

On the date of initial delivery of the Bonds, Bond Counsel will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Bonds for federal income tax purposes will be excludable from the "gross income" of the holders thereof, and (2) the Bonds will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under Section 57(a)(5) of the Internal Revenue Code of 1986, as amended (the "Code"). Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the ownership of, receipt of interest on or disposition of the Bonds.

In rendering its opinion, Bond Counsel will rely upon, and assume continuing compliance with, (a) certain information and representations of the District, including information and representations contained in the District's federal tax certificate issued in connection with the Bonds, and (b) covenants of the District contained in the Bond Order relating to certain matters, including arbitrage and the use of the proceeds of the Bonds and the property financed or refinanced therewith. Failure by the District to observe the aforementioned representations or covenants could cause the interest on the Bonds to become taxable retroactively to the date of issuance.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. Existing Law, upon which Bond Counsel has based its opinion, is subject to change by Congress, administrative interpretation by the Department of the Treasury and to subsequent judicial interpretation. There can be no assurance that Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of ownership of the Bonds.

Qualified Tax-Exempt Obligations

Section 265(a) of the Code provides, in pertinent part, that interest paid or incurred by a taxpayer, including a “financial institution,” on indebtedness incurred or continued to purchase or carry tax-exempt obligations is not deductible in determining the taxpayer's taxable income. Section 265(b) of the Code provides an exception to the disallowance of such deduction for any interest expense paid or incurred on indebtedness of a taxpayer that is a “financial institution” allocable to tax-exempt obligations, other than “private activity bonds,” that are designated by a “qualified small issuer” as “qualified tax-exempt obligations.” A “qualified small issuer” is any governmental issuer (together with any “on-behalf of” and “subordinate” issuers) who issues no more than \$10,000,000 of tax-exempt obligations during the calendar year. Section 265(b)(5) of the Code defines the term “financial institution” as any “bank” described in Section 585(a)(2) of the Code, or any person accepting deposits from the public in the ordinary course of such person's trade or business that is subject to federal or state supervision as a financial institution. Notwithstanding the exception to the disallowance of the deduction of interest on indebtedness related to “qualified tax-exempt obligations” provided by Section 265(b) of the Code, Section 291 of the Code provides that the allowable deduction to a “bank,” as defined in Section 585(a)(2) of the Code, for interest on indebtedness incurred or continued to purchase “qualified tax-exempt obligations” shall be reduced by twenty-percent (20%) as a “financial institution preference item.”

The District has designated the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b) of the Code. In furtherance of that designation, the District will covenant to take such action that would assure, or to refrain from such action that would adversely affect, the treatment of the Bonds as “qualified tax-exempt obligations.” Potential purchasers should be aware that if the issue price to the public exceeds \$10,000,000, there is a reasonable basis to conclude that the payment of a de minimis amount of premium in excess of \$10,000,000 is disregarded; however, the Internal Revenue Service could take a contrary view. If the Internal Revenue Service takes the position that the amount of such premium is not disregarded, then such obligations might fail to satisfy the aforementioned dollar limitation and the Bonds would not be “qualified tax-exempt obligations.”

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on Existing Law which is subject to change or modification retroactively.

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences. The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, including financial institutions, life insurance and property and casualty insurance companies, owners of interests in a FASIT, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, certain S corporations with accumulated earnings and profits and excess passive investment income, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health-insurance premium assistance credit, and individuals allowed an earned income credit. THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIFIC PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP, AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Interest on the Bonds may be includable in certain corporation's “adjusted financial statement income” determined under Section 56A of the Code to calculate the alternative minimum tax imposed by Section 55 of the Code.

Under Section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a “market discount” and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to “market discount bonds” to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A “market discount bond” is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the “revised issue price” (i.e., the issue price plus accrued original issue discount). The “accrued market discount” is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Tax Accounting Treatment of Original Issue Discount and Premium Bonds

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrued period or be in excess of one year (the "Original Issue Discount Bonds"). The difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond constitutes original issue discount with respect to such Original Issue Discount Bond in the hands of any owner who has purchased such Original Issue Discount Bond in the initial public offering of the Bonds. The "stated redemption price at maturity" means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, such initial owner is entitled to exclude from gross income (as defined in Section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Bond continues to be owned by such owner. See "Tax Exemption" herein for a discussion of certain collateral federal tax consequences.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. **ALL OWNERS OF ORIGINAL ISSUE DISCOUNT BONDS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE DETERMINATION FOR FEDERAL, STATE AND LOCAL INCOME TAX PURPOSES OF INTEREST ACCRUED UPON REDEMPTION, SALE OR OTHER DISPOSITION OF SUCH ORIGINAL ISSUE DISCOUNT BONDS AND WITH RESPECT TO THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP, REDEMPTION, SALE OR OTHER DISPOSITION OF SUCH ORIGINAL ISSUE DISCOUNT BONDS.**

The initial public offering price to be paid for certain maturities of the Bonds may be greater than the amount payable on such Bonds at maturity (the "Premium Bonds"). An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser's yield to maturity. **PURCHASERS OF THE PREMIUM BONDS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS WITH RESPECT TO THE DETERMINATION OF AMORTIZABLE BOND PREMIUM WITH RESPECT TO THE PREMIUM BONDS FOR FEDERAL INCOME TAX PURPOSES AND WITH RESPECT TO THE STATE AND LOCAL TAX CONSEQUENCES OF OWNING PREMIUM BONDS.**

REGISTRATION AND QUALIFICATION UNDER SECURITIES LAWS

The offer and sale of the Bonds have not been registered or qualified under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder; the Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; and the Bonds have not been registered or qualified under the securities laws of any other jurisdiction.

The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

NO MATERIAL ADVERSE CHANGE

The obligations of the Underwriter to take and pay for the Bonds, and the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the financial condition of the District subsequent to the date of sale from that set forth or contemplated in the Preliminary Official Statement, as it may have been supplemented or amended through the date of the sale.

NO LITIGATION CERTIFICATE

With the delivery of the Bonds, the President or Vice President and Secretary or Assistant Secretary of the Board will, on behalf of the District, execute and deliver to the Underwriter a certificate dated as of the date of delivery, to the effect that no litigation of any nature of which the District has notice is pending against or, to the knowledge of the District's certifying officers, threatened against the District, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the authorization, execution or delivery of the Bonds; affecting the provision made for the payment of or security for the Bonds; in any manner questioning the authority or proceedings for the authorization, execution or delivery of the Bonds; or affecting the validity of the Bonds, the corporate existence or boundaries of the District or the title of the then present officers and directors of the Board.

MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE

The District has not applied for an underlying rating nor is it expected that the District would have received an investment grade rating had such application been made.

Application has also been made to various municipal bond insurance companies for qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option of the Underwriter and at the Underwriter's expense. See "RISK FACTORS—Risk Factors Related to the Purchase of Municipal Bond Insurance."

SALE AND DISTRIBUTION OF THE BONDS

After requesting competitive bids for the Bonds, the District accepted the bid resulting in the lowest net interest cost, which bid was rendered by _____ (the "Underwriter") bearing the interest rates shown on the cover page of this Official Statement, at a price of _____% of the principal amount thereof which resulted in a net effective interest rate of _____% as calculated pursuant to Chapter 1204, Texas Government Code (the "IBA" method).

The prices and other terms with respect to the offering and the sale of the Bonds may be changed from time to time by the Underwriter after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Underwriter may over-allocate or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The District has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. In such a secondary market, the difference between the bid and asked price of municipal utility district bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, which are more generally bought, sold or traded in the secondary market.

PREPARATION OF OFFICIAL STATEMENT

Sources and Compilation of Information

The financial data and other information contained in this Official Statement has been obtained primarily from the District's records, the Developers, the Engineer, the Tax Assessor/Collector, the Appraisal District and information from other sources believed to be reliable. No guarantee is made by the District as to the accuracy or completeness of the information derived from sources other than the District, and the inclusion herein of information from sources other than the District is not to be construed as a representation on the part of the District to such effect, except as described below under "CERTIFICATION OF OFFICIAL STATEMENT." Furthermore, there is no guarantee that any of the assumptions or estimates contained herein will be realized. The summaries of the agreements, reports, statutes, resolutions, engineering and other related information set forth in this Official Statement are included herein subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents for further information.

Financial Advisor

Masterson Advisors LLC is employed as the Financial Advisor to the District to render certain professional services, including advising the District on a plan of financing and preparing the OFFICIAL STATEMENT, including the OFFICIAL NOTICE OF SALE and the OFFICIAL BID FORM for the sale of the Bonds. In its capacity as Financial Advisor, Masterson Advisors LLC has compiled and edited this OFFICIAL STATEMENT. The Financial Advisor has reviewed the information in this OFFICIAL STATEMENT in accordance with, and as a part of, its responsibilities to the District and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

Consultants

In approving this Official Statement, the District has relied upon the following consultants in addition to the Financial Advisor.

Engineer: The information contained in this Official Statement relating to engineering and to the description of the System and, in particular that information included in the sections entitled “THE DISTRICT” and “THE ROADS” (as it relates to District facilities) has been provided by EHRA Engineering and has been included herein in reliance upon the authority of said firm as experts in the field of civil engineering.

Appraisal District: The information contained in this Official Statement relating to the Assessed Valuations of the District has been provided by the Brazos Central Appraisal District and has been included herein in reliance upon the authority of such entity as experts in assessing the values of property in Brazos County, including the District.

Tax Assessor Collector: The information contained in this Official Statement relating to the historical breakdown of the Certified Taxable Assessed Valuations, principal taxpayers, and certain other historical data concerning tax rates and tax collections has been provided by B&A Municipal Tax Service, LLC and is included herein in reliance upon B&A Municipal Tax Service, LLC as an expert in collecting taxes.

Auditor: The financial statements of the District as of May 31, 2025 and for the year then ended, included in this offering document, have been audited by Forvis Mazars, LLP, independent auditors, as stated in their report appearing herein. See “APPENDIX A.”

UPDATING OF OFFICIAL STATEMENT

For the period beginning on the date of the award of the sale of the Bonds to the Underwriter and ending on the ninety-first (91st) day after the “end of the underwriting period,” (as defined in Rule 15c(2)-12(f)(2) of the United States Securities and Exchange Commission (the “SEC”)), if any event shall occur of which the District has knowledge and as a result of which it is necessary to amend or supplement this Official Statement in order to make the statements herein, in light of the circumstances when this Official Statement is delivered to a prospective purchaser, not materially misleading, the District will promptly notify the Underwriter of the occurrence of such event and will cooperate in the preparation of a revised Official Statement, or amendments or supplements hereto, so that the statements in this Official Statement, as revised, amended or supplemented, will not, in light of the circumstances when this Official Statement is delivered to a prospective purchaser, be materially misleading. The District assumes no responsibility for supplementing this Official Statement thereafter.

CERTIFICATION OF OFFICIAL STATEMENT

The District, acting through its Board in its official capacity and in reliance upon the experts listed above, hereby certifies, as of the date hereof, that the information, statements, and descriptions or any addenda, supplement and amendment thereto pertaining to the District and its affairs contained herein, to the best of its knowledge and belief, contain no untrue statement of a material fact and do not omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading. With respect to information included in this Official Statement other than that relating to the District, the District has no reason to believe that such information contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading; however, the Board has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the District.

CONTINUING DISCLOSURE OF INFORMATION

In the Bond Order, the District has made the following agreement for the benefit of the registered and beneficial owners of the Bonds. The District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the District will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (the “MSRB”).

Annual Reports

The District will provide annually to the MSRB certain updated financial information and operating data. The information to be updated includes all quantitative financial information and operating data of the general type included in this OFFICIAL STATEMENT under the headings “FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED,” “GENERAL FUND,” “DEBT SERVICE REQUIREMENTS,” “TAX DATA,” (most of which information is contained in the District’s annual audited financial statements) and in “APPENDIX A.” The District will update and provide this information within six (6) months after the end of each fiscal year ending in or after 2026.

The District may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by SEC Rule 15c2-12. The updated information will include audited financial statements, if the District commissions an audit and the audit is completed by the required time. If the audit of such financial statements is not complete within such period, then the District will provide unaudited financial statements by the required time and audited financial statements when and if such audited financial statements become available. Any such financial statements will be prepared in accordance with the accounting principles described in the Bond Order or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation.

The District’s current fiscal year end is May 31. Accordingly, it must provide updated information by November 30 in each year, unless the District changes its fiscal year. If the District changes its fiscal year, it will notify the MSRB of the change.

Event Notices

The District will provide timely notices of certain events to the MSRB, but in no event will such notices be provided to the MSRB in excess of ten business days after the occurrence of an event. The District will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds; (7) modifications to rights of Beneficial Owners of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the District or other obligated person within the meaning of CFR § 240.15c2-12 (the “Rule”); (13) consummation of a merger, consolidation, or acquisition involving the District or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the District or other obligated person within the meaning of the Rule, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of an definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties. The terms “financial obligation” and “material” when used in this paragraph shall have the meanings ascribed to them under federal securities laws.

Neither the Bonds nor the Bond Order makes any provision for debt service reserves or liquidity enhancement. In addition, the District will provide timely notice of any failure by the District to provide financial information, operating data, or financial statements in accordance with its agreement described above under “Annual Reports.”

Availability of Information from the MSRB

The District has agreed to provide the foregoing information only to the MSRB. Investors can access continuing disclosure information filed with the MSRB at www.emma.msrb.org.

Limitations and Amendments

The District has agreed to update information and to provide notices of specified events only as described above. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition or prospects or agreed to update any information that is provided, except as described above. The District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although Holders and beneficial owners of the Bonds may seek a writ of mandamus to compel the District to comply with its agreement.

The District may amend its continuing disclosure agreement to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or operations of the District, but only if the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with SEC Rule 15c2-12, taking into account any amendments and interpretations of SEC Rule 15c2-12 to the date of such amendment, as well as changed circumstances, and either the Holders of a majority in aggregate principal amount of the outstanding Bonds consent or any person unaffiliated with the District (such as a nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the beneficial owners of the Bonds. The District may also amend or repeal the agreement if the SEC amends or repeals the applicable provisions of SEC Rule 15c2-12 or a court of final jurisdiction determines that such provisions are invalid but in either case, only to the extent that its right to do so would not prevent the Underwriter from lawfully

purchasing the Bonds in the offering described herein. If the District so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance With Prior Undertakings [TO BE CONFIRMED]

During the last five years, the District has complied in all material respects with all continuing disclosure agreements made by it in accordance with SEC Rule 15c2-12.

MISCELLANEOUS

All estimates, statements and assumptions in this Official Statement and the Appendix hereto have been made on the basis of the best information available and are believed to be reliable and accurate. Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any such statements will be realized.

This Official Statement was approved by the Board of Directors of Rock Prairie Management District No. 2, as of the date shown on the cover page.

/s/ _____
President, Board of Directors

ATTEST:

/s/ _____
Secretary, Board of Directors

AERIAL PHOTO
(Approximate boundaries as of September 2025)

PHOTOGRAPHS
(Taken September 2025)

APPENDIX A

Independent Auditor's Report and Financial Statements for the fiscal year ended May 31, 2025

This OFFICIAL NOTICE OF SALE does not alone constitute an invitation for bids on the Bonds but is merely notice of sale of the Bonds described herein. The invitation for bids is being made by means of this OFFICIAL NOTICE OF SALE, the PRELIMINARY OFFICIAL STATEMENT and the OFFICIAL BID FORM attached hereto. Information contained in this OFFICIAL NOTICE OF SALE is qualified in its entirety by the detailed information contained in the PRELIMINARY OFFICIAL STATEMENT.

OFFICIAL NOTICE OF SALE

\$2,750,000

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2,
(A political subdivision of the State of Texas located within Brazos County)

UNLIMITED TAX ROAD BONDS SERIES 2025

Bids Due: Monday, October 27, 2025, at 9:00 A.M., Houston Time in Houston, Texas
Bid Award: Monday, October 27, 2025, at 12:00 P.M., Houston Time, in College Station, Texas

BOOK-ENTRY-ONLY

THE SALE

Bonds Offered for Sale by Competitive Bidding: The Board of Directors (the “Board”) of Rock Prairie Management District No. 2 (the “District”) is inviting competitive bids for the purchase of its \$2,750,000 Unlimited Tax Road Bonds, Series 2025 (the “Bonds”). Bidders may submit bids for the Bonds by any of the following methods:

- (1) Deliver bids directly to the District as described below in “Sealed Bids Delivered to the District;”
- (2) Submit bids electronically as described below in “Electronic Bidding Procedures;” or
- (3) Submit bids by telephone as described below in “Bids by Telephone.”

Place and Time of Bid Opening: Masterson Advisors LLC, on behalf of the District will open and publicly read bids for the purchase of the Bonds at Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046, at 9:00 A.M., Houston Time, Monday, October 27, 2025. Any bid received after the scheduled time for bid opening will not be accepted by the Board and will be returned unopened.

Sealed Bids Delivered to the District: Sealed bids, plainly marked “Bid for Bonds” should be addressed to “President and Board of Directors, Rock Prairie Management District No. 2, of Brazos County, Texas,” % Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046 and delivered prior to 9:00 A.M., Houston Time, Monday, October 27, 2025. All bids must be submitted in duplicate on the OFFICIAL BID FORM, without alteration or interlineation.

Electronic Bidding Procedures: Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY by 9:00 A.M., Houston Time, Monday, October 27, 2025. Bidders must submit by e-mail (anthea.moran@mastersonadvisors.com / (713) 814-0552), prior to 8:30 A.M., Houston Time, Monday, October 27, 2025, a signed OFFICIAL BID FORM to Ms. Anthea Moran, Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046. A signed OFFICIAL BID FORM received after 9:00 A.M., Houston Time may result in the electronic bid not being accepted by the Board. Subscription to i-Deal LLC’s BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The District will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in this OFFICIAL NOTICE OF SALE and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the District. The District shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provision of this OFFICIAL NOTICE OF SALE shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this OFFICIAL NOTICE OF SALE shall control. Further information about PARITY, including any fee charged, may be obtained from PARITY Customer Support, 40 West 23rd Street, 5th Floor, New York, New York 10010, telephone: 212-404-8102.

For purposes of both the written sealed bid process and the electronic bidding process, the time as maintained by PARITY shall constitute the official time. **For information purposes only, bidders are requested to state in their electronic bids the net interest cost to the District, as described under “CONDITIONS OF THE SALE—Basis of Award” below. All electronic bids shall be deemed to incorporate the provisions of this OFFICIAL NOTICE OF SALE and the OFFICIAL BID FORM.**

Bids by Telephone: Bidders must submit by e-mail or facsimile (anthea.moran@mastersonadvisors.com / (713) 814-0552) a signed original OFFICIAL BID FORM to Ms. Anthea Moran, Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046, prior to 8:30 A.M., Houston Time, Monday, October 27, 2025. Bidders that have provided a signed bid form will be contacted by a representative of Masterson Advisors LLC between 8:30 A.M. and 8:50 A.M., Houston Time, on the date of the sale. Questions about this procedure should be addressed to Ms. Moran at (713) 814-0552.

Masterson Advisors LLC will not be responsible for the submission of any bids tendered by telephone before the deadline for filing but received by the Board after the filing deadline nor does Masterson Advisors LLC assume any responsibility or liability

with respect to any irregularities or errors associated with the submission of bids if the above-described telephone options are exercised. **The District will not accept bids submitted by facsimile.**

Award of the Bonds: The District will take action to award the Bonds or reject all bids at a meeting scheduled to convene at 12:00 P.M., Houston time, on the date of the bid opening at 4121 State Highway 6 South, College Station, Texas 77845. Upon awarding the Bonds to the winning bidder (the “Underwriter”), the Board will adopt an order authorizing the issuance of the Bonds (the “Bond Order”). Sale of the Bonds will be made subject to the terms, conditions and provisions of the Bond Order, to which Bond Order reference is hereby made for all purposes and subject to compliance with Texas Government Code § 2252.908 as more fully described below. The District reserves the right to reject any and all bids and to waive any irregularities, except the time of filing.

THE BONDS

Description of the Bonds: Principal of the Bonds is payable at maturity or earlier redemption. Interest on the Bonds will accrue from the Date of Delivery (as defined herein) and will be payable on each September 1 and March 1, commencing March 1, 2026, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will be initially registered in the name of and delivered only to Cede & Co., the nominee of The Depository Trust Company (“DTC”), pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof. No physical delivery of the Bonds will be made to the owners thereof. Principal of and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the Beneficial Owners of the Bonds. The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Co., N.A., in Dallas, Texas. See the PRELIMINARY OFFICIAL STATEMENT for a more complete description of the Bonds. The Bonds will mature serially on September 1 in the years and amounts as follows:

YEAR DUE	PRINCIPAL AMOUNT	YEAR DUE	PRINCIPAL AMOUNT	YEAR DUE	PRINCIPAL AMOUNT
2027	\$ 90,000	2035	\$ 105,000	2043	\$ 125,000
2028	90,000	2036	110,000	2044	125,000
2029	95,000	2037	110,000	2045	130,000
2030	95,000	2038	115,000	2046	130,000
2031	100,000	2039	115,000	2047	135,000
2032	100,000	2040	115,000	2048	135,000
2033	100,000	2041	120,000	2049	140,000
2034	105,000	2042	120,000	2050	145,000

Book-Entry-Only: The Bonds will be registered and delivered only in the name of Cede & Co., as nominee for the Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bonds. Beneficial Owners of the Bonds will not receive physical certificates representing the Bonds but will receive a credit balance on the books of the nominees of such Beneficial Owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the paying agent/registrar, initially The Bank of New York Mellon Trust Company, N.A. in Dallas, Texas (the “Paying Agent/Registrar”), directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the Beneficial Owners of the Bonds as described in the PRELIMINARY OFFICIAL STATEMENT. See “BOOK-ENTRY-ONLY SYSTEM” in the PRELIMINARY OFFICIAL STATEMENT.

Redemption Provisions: The Bonds maturing on or after September 1, 2032, are subject to redemption prior to maturity, at the option of the District, as a whole or, from time to time, in part, on September 1, 2031, or on any date thereafter, at a price of par plus unpaid accrued interest from the most recent interest payment date to the date fixed for redemption. If fewer than all of the Bonds are redeemed, the particular maturity or maturities and amounts to be redeemed shall be determined by the District. If fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds within each such maturity to be redeemed shall be selected by DTC in accordance with its procedures.

Mandatory Sinking Fund Redemption: If the successful bidder designates principal amounts to be combined into one or more term bonds, each such term bond shall be subject to mandatory sinking fund redemption commencing on September 1 of the first year which has been combined to form such term bond and continuing on September 1 in each year thereafter until the stated maturity date of that term bond. The amount redeemed in any year shall be equal to the principal amount for such year set forth on the cover page of the PRELIMINARY OFFICIAL STATEMENT under the captioned “Maturity Schedule.” Term bonds to be redeemed in any year by mandatory sinking fund redemption shall be redeemed at a price of par plus unpaid accrued interest from the most recent interest payment date to the date of redemption. The term bonds to be redeemed shall be selected by DTC in accordance with its procedures. The principal amount of term bonds to be mandatorily redeemed is subject to reduction by the amount of any prior optional redemption.

Source of Payment: The Bonds will constitute valid and binding obligations of the District, payable as to principal and interest from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property located within the District, as further described in the PRELIMINARY OFFICIAL STATEMENT. The Bonds are obligations solely of the District and are not obligations of Brazos County, the City of College Station, the State of Texas, or any entity other than the District.

CONDITIONS OF THE SALE

Types of Bids and Interest Rates: The Bonds will be sold in one block, all or none, and no bid of less than 97% of the principal amount thereof will be considered. Bidders are to name the rate or rates of interest to be borne by the Bonds, provided that each interest rate bid must be in a multiple of 1/8 of 1% or 1/20 of 1%. No bid which results in a net effective interest rate as defined by Chapter 1204, Texas Government Code, as amended, in excess of ____% will be considered. Subject to the conditions below, no limitation will be imposed upon bidders as to the number of interest rates which may be used, but each rate of interest for the period 2035 (base year) through 2050, cannot be less than the rate of interest specified for any earlier maturity during the period 2035 through 2050 and the highest interest rate bid may not exceed the lowest interest rate bid by more than 2.5% in rate. No bid that generates a cash premium greater than \$5,000 will be considered. All Bonds maturing within a single year must bear the same rate of interest, and no bids for the Bonds involving supplemental interest rates will be considered. Each bidder shall state in its bid the total and net interest cost in dollars and the net effective interest rate determined thereby, which shall be considered informative only and not as a part of the bid.

Basis of Award: For the purpose of awarding the sale of the Bonds, the interest cost of each bid will be computed by determining, at the interest rate or rates specified therein, the total dollar value of all interest on the Bonds from the date thereof to their respective maturities and adding thereto the dollar amount of the discount bid, if any, or subtracting therefrom the dollar amount of the premium bid, if any. Subject to the District's right to reject any or all bids, the Bonds will be awarded to the bidder whose bid, under the above computation, produces the lowest net interest cost to the District.

Good Faith Deposit: Each bid must be accompanied by a bank cashier's check payable to the order of "Rock Prairie Management District No. 2" in the amount of \$55,000, which represents two percent (2%) of the principal amount of the Bonds. Only bank cashier checks will be accepted; no "Official Bank Checks" will be accepted. The check will be considered as a Good Faith Deposit, and the check of the Underwriter will be retained uncashed by the District until the Bonds are delivered. In the event the Underwriter should fail or refuse to accept delivery of and pay for the Bonds in accordance with its bid, or if it is determined that after the acceptance of its bid by the District that the Underwriter was found not to satisfy the requirements described below regarding the filing of a standing letter with the Office of the Attorney General of Texas, and as a result, the Attorney General of Texas will not deliver its approving opinion of the Bonds, then the Good Faith Deposit shall be cashed, and the proceeds accepted by the District as full and complete liquidated damages against the Underwriter. The Good Faith Deposit may accompany the OFFICIAL BID FORM, or it may be submitted separately. If submitted separately, it shall be made available to the District prior to the opening of the bids and shall be accompanied by instructions from the bank on which it is drawn to authorize its use as a Good Faith Deposit by the bidder, who shall be named in such instructions. Upon payment for and delivery of the Bonds, the Good Faith Deposit will be returned uncashed. No interest will be paid on the Good Faith Deposit. The checks accompanying bids other than the winning bid will be returned immediately after the bids are opened and an award of the Bonds has been made.

Bidders are further advised that that the award of the Bonds is conditioned upon compliance by the bidder, each syndicate member listed on the Official Bid Form, and the provider of municipal bond insurance for the Bonds, if any and if required, with any rules and requirements of the Office of the Attorney General of Texas related to the filing of standing letters supporting the verifications and certifications herein, and that compliance with such rules and requirements has been confirmed by the District, either by its receipt of a copy of any required standing letters with the Official Bid Form prior to the time prescribed for award of the Bonds or such other means as is reasonably determined by the District. A form of standing letter may be obtained through the website of the Office of the Attorney General of Texas at <https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC%20Letter%20September%2022%202021%20-%20Standing%20Letter%20Requirement.pdf>.

In submitting a bid, bidder represents to the District that it and each syndicate member listed on the Official Bid Form, if any, (i) has filed a standing letter with the Attorney General of Texas and the Municipal Advisory Council of Texas that conforms to the requirements of the Office of the Attorney General of Texas, (ii) has no reason to believe that the District may not be entitled to rely on such standing letters, and (iii) neither bidder, any syndicate member listed on the Official Bid Form, nor any parent company, subsidiaries, or affiliates of the same, have received a letter from the Texas Comptroller of Public Accounts related to its inclusion on any list of financial companies boycotting energy companies. Bidder agrees that it will not rescind its standing letter at any time before the delivery of the Bonds unless same is immediately replaced with a standing letter that meets the requirements of the Office of the Attorney General. The District reserves the right, in its sole discretion, to reject any bid from a bidder that does not have such standing letter on file as of the deadline for bids for the Bonds. By submitting a bid, each bidder agrees, should it be the winning bidder, to cooperate with the District and take any action necessary to further verify and confirm compliance with state law by the bidder and each syndicate member listed on the Official Bid Form.

Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the District may not award the Bonds to a bidder that is a privately held entity unless the bidder, and each privately held syndicate member listed on the Official Bid Form, have provided to the District (c/o Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046; Attn: Anthea Moran, anthea.moran@mastersonadvisors.com) a completed and signed TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and provided to the District. The TEC Form 1295 may accompany the Official Bid Form or may be submitted separately but must be provided to the District prior to the time prescribed for the award of the Bonds. The TEC Form 1295 may be provided to the District via facsimile or electronically, however, the original signed TEC Form 1295 complete with certificate number must be physically delivered to the District (c/o Schwartz, Page & Harding, L.L.P., 1300 Post Oak Boulevard, Suite 2400, Houston, Texas, 77056) within two business days of the award. Following the award of the Bonds, the District will notify the TEC of the receipt of each completed TEC Form 1295. The District reserves the right to reject any bid that does not comply with the requirements prescribed herein or to waive any such requirements. For purposes of completing the TEC Form 1295, the entity's name is Rock Prairie Management District No. 2, and the **contract ID number is RPMD2-S2025-B**. Neither the District nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295. Consequently, an entity intending to bid on the Bonds should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the District that its bid is the apparent winning bid.

Compliance with Laws Prohibiting Contracts with Certain Parties: The District will not award the Bonds to a bidder unless the bidder verifies on behalf of itself and each syndicate member listed on the Official Bid Form that, at the time of execution and delivery of the bid and through the term of the contract, being through the end of the underwriting period as defined by United States Securities and Exchange Commission Rule 15c2-12: (1) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel, (2) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott energy companies, and (3) neither the bidder nor a syndicate member listed on the Official Bid Form, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (a) has or will have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or (b) will discriminate against a firearm entity or firearm trade association.

Additionally, the District will not award the Bonds to a bidder unless the bidder certifies that, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

Bidder is advised that the foregoing representations, verifications, and certifications shall be made such that liability for breach of such representations, verifications, and certifications during the term of the bid form shall survive termination of the bid form until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of the bid form, notwithstanding anything therein to the contrary.

The terms (1) "boycotts Israel" and "boycott Israel" as used herein have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended, (2) "boycotts energy companies" and "boycott energy companies" as used herein have the meanings assigned to the term "boycott energy company" in Sections 809.001 and 2276.001 of the Texas Government Code, each as amended, and (3) "discriminates against a firearm entity or firearm trade association" as used herein has the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code, as amended. As used herein, the term "affiliate" shall mean an entity that controls, is controlled by, or is under common control with the bidder or each syndicate member listed on the Official Bid Form, as applicable, within the meaning of SEC Rules 405, 17 C.F.R. § 230.405, and exists to make a profit.

Compliance with the Texas Public Information Act: The District will not award the Bonds to a bidder unless the bidder agrees to maintain all records in accordance with the requirements of the Texas Public Information Act, including Subchapter J thereof relating to contracting information as defined therein, and the District's rules, regulations, policies, and retention schedules adopted thereunder with respect to any records to which said Act applies.

DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS

Delivery: The Bonds will initially be delivered as one Bond for each maturity. Delivery will be at the corporate trust office of the Paying Agent/Registrar in Dallas, Texas. Payment for the Bonds must be made in immediately available funds for unconditional credit to the District, or as otherwise directed by the District. The Underwriter will be given at least three (3) business days' notice of the time fixed for delivery of the Bonds. It is anticipated that initial delivery can be made on or about November 25, 2025 (the "Date of Delivery"), and it is understood and agreed that the Underwriter will accept delivery of and make payment for the Bonds by 10:00 A.M., Houston Time on the Date of Delivery, or thereafter on the date the Bonds are tendered for delivery, up to and including December 23, 2025. If for any reason the District is unable to make delivery on or before December 23, 2025, then the District shall immediately contact the Underwriter and offer to allow the Underwriter to extend its offer for an additional thirty (30) days. If the Underwriter does not elect to extend its offer within three (3) business days thereafter, then its Good Faith Deposit will be returned, and both the District and the Underwriter shall be relieved of any further obligation.

DTC Definitive Bonds: After delivery, the Bonds will be issued in book-entry-only form. Cede & Co. is the nominee for DTC. All references herein to the Registered Owners of the Bonds shall mean Cede & Co. and not the Beneficial Owners of the Bonds. Purchase of beneficial interests in the Bonds will be made in book-entry-only form (without registered Bonds) in the denomination of \$5,000 principal amount or any integral multiple thereof. Under certain limited circumstances described herein, the District may determine to forego immobilization of the Bonds at DTC, or another securities depository, in which case, such beneficial interests would become exchangeable for one or more fully registered Bonds of like principal amount for the Bonds. See "BOOK-ENTRY-ONLY SYSTEM" in the PRELIMINARY OFFICIAL STATEMENT.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the initial Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this OFFICIAL NOTICE OF SALE. CUSIP identification numbers will be made available to the Underwriter at the time the Bonds are awarded or as soon thereafter as practicable. The CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid by the Underwriter.

Conditions to Delivery: The obligation to take up and pay for the Bonds is subject to the following conditions: the issuance of the approving opinion of the Attorney General of Texas, the Underwriter's receipt of the Initial Bonds, the Underwriter's receipt of the legal opinion of Bond Counsel and the no-litigation certificate, all as described below, and no material adverse change in the condition of the District.

Legal Opinions: The District will furnish to the Underwriter a transcript of certain certified proceedings incident to the issuance and authorization of the Bonds, including a certified copy of the approving legal opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Attorney General has examined a transcript of proceedings authorizing the issuance of the Bonds, and that based upon such examination, the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax, levied without legal limitation as to rate or amount upon all taxable property in the District. The District will also furnish the approving legal opinion of Schwartz, Page & Harding, L.L.P., Bond Counsel, Houston, Texas, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding obligations of the District under the Constitution and laws of the State of Texas, except to the extent that enforcement of the rights and remedies of the Registered Owners of the Bonds may be limited by laws relating to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. The legal opinion of Bond Counsel will further state that the Bonds are payable, both as to principal and interest, from the levy of ad valorem taxes without legal limitation as to rate or amount, upon all taxable property within the District, and that the interest on the Bonds is excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date of such opinion assuming compliance by the District with certain covenants relating to the use and investment of the proceeds of the Bonds. See "LEGAL MATTERS" in the PRELIMINARY OFFICIAL STATEMENT. Such opinions express no opinion with respect to the sufficiency of the security for or marketability of the Bonds.

Qualified Tax-Exempt Obligations: Section 265 of the Internal Revenue Code of 1986, as amended (the "Code") provides, in general, that interest expense incurred to acquire or carry tax-exempt obligations is not deductible from the gross income of the owner of the Bonds. For certain owners that are "financial institutions" within the meaning of such section, complete disallowance of such expense would apply to taxable years beginning after December 31, 1986, with respect to tax-exempt obligations acquired after August 7, 1986. Section 265(b) of the Code provides an exception to this rule for interest expense incurred by financial institutions to carry tax-exempt obligations (other than specified private activity bonds) which are designated by an issuer as "qualified tax-exempt obligations." An issuer may only designate an issue as an issue of "qualified tax-exempt obligations" where less than \$10 million of tax-exempt obligations are issued by the issuer during the calendar year in which the issue so designated is issued.

The District has designated the Bonds as "qualified tax-exempt obligations." Furthermore, the District has represented that it has or will take such action as is necessary for the Bonds to constitute "qualified tax-exempt obligations." Notwithstanding the designation of the Bonds as "qualified tax-exempt obligations," financial institutions acquiring the Bonds will be subject to a 20% disallowance of interest expense allocable to the Bonds.

Establishing the Issue Price of the Bonds: In order to provide the District with information that enables it to comply with certain conditions of the Code, relating to the exclusion of interest on the Bonds from the gross income of their owners, the winning bidder will be required to complete, execute, and deliver to the District or to the District's municipal advisor, Masterson Advisors LLC (the "Financial Advisor"), at least five (5) business days prior to the Date of Delivery of the Bonds, a certification as to the "issue price" of the Bonds (the "Issue Price Certificate"), substantially in the form attached hereto or accompanying this Notice of Sale. In the event the winning bidder will not reoffer any maturity of the Bonds for sale to the Public (as defined herein) by the Date of Delivery of the Bonds, the Issue Price Certificate may be modified in a manner approved by the District and Bond Counsel. Each bidder, by submitting its bid, agrees to complete, execute, and timely deliver the Issue Price Certificate, if its bid is accepted by the District. It will be the responsibility of the winning bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain such facts necessary to enable it to make such certification with reasonable certainty. Any questions concerning such certification should be directed to Bond Counsel.

For purposes of this section of this Notice of Sale:

- (i) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party;
- (ii) "Underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public);
- (iii) "Related Party" means any two or more persons (including an individual, trust, estate, partnership, association, company, or corporation) that are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
- (iv) "Sale Date" means the date that the Bonds are awarded by the District to the winning bidder.

All actions to be taken by the District under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the District by the Financial Advisor, and any notice or report to be provided to the District may be provided to the Financial Advisor.

The District will consider any bid submitted pursuant to this Notice of Sale to be a firm offer for the purchase of the Bonds, as specified in the bid and, if so stated, in the Official Bid Form.

The District intends to rely on Treasury Regulation section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of municipal bonds), which require, among other things, that the District receives bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds (the "Competitive Sale Requirement").

In the event that the Competitive Sale Requirement is satisfied, the sale of the Bonds will be awarded to the bidder making a bid that conforms to the specifications herein. In the event that the Competitive Sale Requirement is not satisfied, bids **will not be subject to cancellation and the winning bidder will be required to hold the initial offering price to the Public of each maturity of the Bonds, other than a maturity 10% of which has been sold to the Public on the Sale Date ("Hold-the-Price Bonds"), as described in the next paragraph.**

By submitting a bid, the winning bidder agrees, on behalf of each Underwriter participating in the purchase of the Bonds, that each Underwriter will neither offer nor sell any maturity of the Hold-the-Price Bonds to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the Sale Date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

The winning bidder shall promptly advise the District when the Underwriters have sold 10% of a maturity of the Hold-the-Price Bonds to the Public at a price that is no higher than the initial offering price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

No Material Adverse Change: The obligation of the Underwriter to take up and pay for the Initial Bonds, and of the District to deliver the Initial Bonds, is subject to the condition that, up to the time of delivery of and receipt of payment for the Initial Bonds, there shall have been no material adverse change in the affairs of the District subsequent to the date of sale from that set forth in the PRELIMINARY OFFICIAL STATEMENT, as it may have been finalized, supplemented or amended through the Date of Delivery.

No-Litigation Certificate: On the Date of Delivery of the Bonds to the Underwriter, the District will execute and deliver to the Underwriter, a certificate to the effect that no litigation of any nature has been filed or is pending, as of that date, of which the District has notice, to restrain or enjoin the issuance or delivery of the Bonds, or which would affect the provisions made for their payment or security, or in any manner questioning the validity of the Bonds.

Rule G-32 Requirements: It is the responsibility of the Underwriter to comply with the Municipal Securities Rule Making Board's Rule G-32 within the required time frame. The Underwriter must send two copies of the OFFICIAL STATEMENT along with two complete Form G-32's to the appropriate address.

OFFICIAL STATEMENT

To assist the Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission ("SEC"), the District and the Underwriter agree, by the submission and acceptance of the winning bid, as follows.

Final Official Statement: The District has approved and authorized distribution of the accompanying PRELIMINARY OFFICIAL STATEMENT for dissemination to potential purchasers of the Bonds but does not intend to prepare any other document or version thereof for such purpose, except as described below. Accordingly, the District intends the PRELIMINARY OFFICIAL STATEMENT to be final as of its date, within the meaning of SEC Rule 15c2-12(b)(1), except for information relating to the offering prices, interest rates, final debt service schedule, selling compensation, identity of the Underwriter and other similar information, terms and provisions to be specified in the competitive bidding process. The Underwriter shall be responsible for promptly informing the District of the initial reoffering yields of the Bonds. Thereafter, the District will complete and authorize distribution of the OFFICIAL STATEMENT identifying the Underwriter and containing such omitted information. The District does not intend to amend or supplement the OFFICIAL STATEMENT otherwise, except to take into account certain subsequent events, if any, as described below. By delivering the final OFFICIAL STATEMENT or any amendment or supplement thereto in the requested quantity to the Underwriter on or after the sale date, the District intends the same to be final as of such date, within the meaning of SEC Rule 15c2-12(f)(3). Notwithstanding the foregoing, the only representations concerning the absence of material misstatements or omissions from the OFFICIAL STATEMENT which are being or which will be made by the District are those described and contained in the OFFICIAL STATEMENT under the caption "PREPARATION OF OFFICIAL STATEMENT—Certification of OFFICIAL STATEMENT."

Changes to Official Statement: If subsequent to the date of the OFFICIAL STATEMENT, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the OFFICIAL STATEMENT to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, as described above under "DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS—Conditions to Delivery," the District will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the OFFICIAL STATEMENT satisfactory to the Underwriter provided, however, that the obligation of the District to so amend or supplement the OFFICIAL STATEMENT will terminate when the District delivers the Bonds to the Underwriter, unless the Underwriter notifies the District on or before such date that less than all of the Bonds have been sold to ultimate customers in which case the District's obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the District delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

Delivery of Official Statements: The District shall furnish final OFFICIAL STATEMENTS to the Underwriter (and to each participating underwriter of the Bonds, within the meaning of SEC Rule 15c2-12(a), designated by the Underwriter) within seven (7) business days after the sale date. The District also shall furnish to the Underwriter a like number of any supplements or amendments approved and authorized for distribution by the District for dissemination to potential purchasers of the Bonds, as well as such additional copies of the OFFICIAL STATEMENT or any such supplements or amendments as the Underwriter may reasonably request prior to the 90th day after the end of the underwriting period described in SEC Rule 15c2-12(f)(2). The District shall pay the expense of preparing the number of copies of the OFFICIAL STATEMENT specified in the winning bid and an equal number of any supplements or amendments issued on or before the Date of Delivery, but the Underwriter shall pay for all other copies of the OFFICIAL STATEMENT or any supplement or amendment thereto.

Continuing Disclosure of Information: The District will agree in the Bond Order to provide certain periodic information and notices of material events in accordance with Securities and Exchange Commission Rule 15c2-12, as described in the PRELIMINARY OFFICIAL STATEMENT under "CONTINUING DISCLOSURE OF INFORMATION." The Underwriter's obligation to accept and pay for the Bonds is conditioned upon delivery to the Underwriter or their agent of a certified copy of the Bond Order containing the agreement described under such heading.

Substantive Requirements for Official Statement: To the best knowledge and belief of the District, the PRELIMINARY OFFICIAL STATEMENT contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Bonds.

GENERAL CONSIDERATIONS

Risk Factors: The Bonds involve certain risk factors. Prospective bidders are urged to examine carefully the entire Preliminary Official Statement, with respect to the risk factors associated with the Bonds. Particular attention should be given to the information set forth therein under the caption “RISK FACTORS.”

Municipal Bond Rating and Municipal Bond Insurance: The District has not applied for an underlying rating nor is it expected that the District would have received an investment grade rating had such application been made. Applications have been made to various municipal bond insurance companies for qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option of the Underwriter at the Underwriter’s expense. See “DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS—Conditions of Delivery” herein. It should be noted that there are risk factors related to the purchase of municipal bond insurance. See “RISK FACTORS” in the Preliminary Official Statement.

Reservation of Rights: The District reserves the right to reject any and all bids and to waive any and all irregularities, except time of filing.

Not an Offer to Sell: This OFFICIAL NOTICE OF SALE does not alone constitute an offer to sell the Bonds but is merely notice of sale of the Bonds. The invitation for bids on the Bonds is being made by means of this OFFICIAL NOTICE OF SALE, the PRELIMINARY OFFICIAL STATEMENT and the OFFICIAL BID FORM.

Registration and Qualification of Bonds for Sale: The offer and sale of the Bonds have not been registered or qualified under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein, and the Bonds have not been registered or qualified under the securities acts of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions. By submission of its bid, the Underwriter represents that the sale of the Bonds in states other than the State of Texas will be made pursuant to exemptions from registration or qualification, or where necessary, the Underwriter will register the Bonds in accordance with the securities laws of the state in which the Bonds are offered or sold. The District agrees to cooperate with the Underwriter, at the Underwriter’s written request and expense, in registering or qualifying the Bonds or obtaining an exemption from registration or qualification (other than filing a consent to service of process in such state), in any state where such action is necessary.

Section 149(a) of the Code requires that all tax-exempt obligations (with certain exceptions that do not include the Bonds) be in registered form in order for the interest payable on such obligations to be excludable from a Beneficial Owners’ income for federal income tax purposes. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. pursuant to the Book-Entry-Only System described herein. One fully-registered bond will be issued for each maturity of the Bonds and will be deposited with DTC. See “BOOK-ENTRY-ONLY SYSTEM.” So long as any Bonds remain outstanding, the District will maintain at least one Paying Agent/Registrar in the State of Texas for the purpose of maintaining the Register on behalf of the District.

Additional Copies of Documents: Additional copies of this OFFICIAL NOTICE OF SALE, the PRELIMINARY OFFICIAL STATEMENT and the OFFICIAL BID FORM may be obtained from the Financial Advisor, Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046.

Mr. Uri Geva
President, Board of Directors
Rock Prairie Management District No. 2

OFFICIAL BID FORM

President and Board of Directors
 Rock Prairie Management District No. 2
 c/o Masterson Advisors LLC
 3 Greenway Plaza, Suite 1100
 Houston, Texas 77046

Board Members:

We have read in detail the OFFICIAL NOTICE OF SALE and PRELIMINARY OFFICIAL STATEMENT dated August 14, 2025, relating to the \$2,750,000 Rock Prairie Management District No. 2 (the "District") Unlimited Tax Road Bonds, Series 2025 (the "Bonds"). We realize that the Bonds involve certain investment considerations, and we have made inspections and investigations as we deem necessary relating to the District and to the investment quality of the Bonds.

For your legally issued Bonds, as described in the "PRELIMINARY OFFICIAL STATEMENT," and pursuant to the terms and condition of the sale of the Bonds described in the "OFFICIAL NOTICE OF SALE," we will pay you a price of \$_____, representing _____% of the principal amount. Such Bonds mature September 1, in each of the years and in the amounts and interest rates shown below:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2027	\$ 90,000	_____ %	2039	\$ 115,000 *	_____ %
2028	90,000	_____ %	2040	115,000 *	_____ %
2029	95,000	_____ %	2041	120,000 *	_____ %
2030	95,000	_____ %	2042	120,000 *	_____ %
2031	100,000	_____ %	2043	125,000 *	_____ %
2032	100,000 *	_____ %	2044	125,000 *	_____ %
2033	100,000 *	_____ %	2045	130,000 *	_____ %
2034	105,000 *	_____ %	2046	130,000 *	_____ %
2035	105,000 *	_____ %	2047	135,000 *	_____ %
2036	110,000 *	_____ %	2048	135,000 *	_____ %
2037	110,000 *	_____ %	2049	140,000 *	_____ %
2038	115,000 *	_____ %	2050	145,000 *	_____ %

* Subject to optional redemption on or after September 1, 2031.

Of the principal maturities set forth in the table above, we have created term bonds as indicated in the following table (which may include multiple term bonds, one term bond or no term bond if none is indicated). For those years which have been combined into a term bond, the principal amount shown in the table above shall be the mandatory sinking fund redemption amounts in such years except that the amount shown in the year of the term bond maturity date shall mature in such year. The term bonds created are as follows:

<u>Term Bond Maturity Date</u>	<u>Year of First Mandatory Redemption</u>	<u>Principal Amount of Term Bond</u>	<u>Interest Rate</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Our calculation (which is not a part of this bid) of the interest cost from the above is:

Gross Interest Cost from November 25, 2025 (the "Date of Delivery")..... \$ _____
 Plus Dollar Amount of Discount (or Less: Dollar Amount of Premium) \$ _____
 NET INTEREST COST..... \$ _____
 NET EFFECTIVE INTEREST RATE..... _____ %

The initial Bonds shall be registered in the name of Cede & Co. as the nominee for The Depository Trust Company.

By submitting this bid, we agree to provide copies of the final OFFICIAL STATEMENT, and any amendments and supplements thereto, in accordance with the terms of the OFFICIAL NOTICE OF SALE and as required by Rule 15c2-12 of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board.

A Bank Cashier's Check payable to the order of the District in the amount of \$55,000 has been made available to you prior to the opening of this bid, as a Good Faith Deposit, and is submitted in accordance with the OFFICIAL NOTICE OF SALE.

The undersigned agrees to complete, execute, and deliver to the District by the Date of Delivery of the Bonds a certificate relating to the "issue price" of the Bonds in the form accompanying the OFFICIAL NOTICE OF SALE, with such changes thereto as may be acceptable to the District.

We agree to accept delivery of and make payment for the Bonds in immediately available funds at the offices of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, not later than 10:00 A.M., Houston, Texas time, on the Date of Delivery or thereafter on the date the Bonds are tendered for delivery, pursuant to the terms set forth in the "Official Notice of Sale." In addition, in the event less than all of the Bonds are sold to ultimate customers prior to the Date of Delivery of the Bonds, we will so notify the District on such date.

The District may not accept this bid until it has received from the bidder, if that bidder is a privately held entity, a completed and signed TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The undersigned understands that failure to provide said form complete with a certificate number assigned by the TEC as provided for in the Official Notice of Sale will result in a non-conforming bid and will prohibit the District from considering this bid for acceptance.

By executing this Bid Form, the bidder represents and verifies that, at the time of execution and delivery of this bid and through the term of this contract, being through the end of the underwriting period as defined by United States Securities and Exchange Commission Rule 15c2-12: (1) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel, (2) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott energy companies, and (3) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (a) has or will have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or (b) will discriminate against a firearm entity or firearm trade association.

Additionally, by executing this Bid Form, the bidder also represents and certifies that, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

The terms (1) "boycotts Israel" and "boycott Israel" as used herein have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended, (2) "boycotts energy companies" and "boycott energy companies" as used herein have the meanings assigned to the term "boycott energy company" in Sections 809.001 and 2276.001 of the Texas Government Code, each as amended, and (3) "discriminates against a firearm entity or firearm trade association" as used herein has the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code, as amended. As used herein, the term "affiliate" shall mean an entity that controls, is controlled by, or is under common control with the bidder or each syndicate member listed on the Official Bid Form, as applicable, within the meaning of SEC Rules 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any of the foregoing representations, verifications, and certifications during the term of this bid form shall survive termination of this bid form until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision hereof, notwithstanding anything herein to the contrary.

By executing this Bid Form, Bidder acknowledges the award of the Bonds is conditioned upon compliance by the Bidder, each syndicate member listed on the Official Bid Form, and the provider of municipal bond insurance for the Bonds, if any and if required, with any rules and requirements of the Office of the Attorney General of Texas related to the filing of standing letters supporting the verifications and certifications herein, and that compliance with such rules and requirements has been confirmed by the District, either by its receipt of a copy of any required standing letters with this Bid Form prior to the time prescribed for award of the Bonds or such other means as is reasonably determined by the District.

By executing this Bid Form, bidder represents to the District that it and each syndicate member listed on the Official Bid Form, if any, (i) has filed a standing letter with the Attorney General of Texas and the Municipal Advisory Council of Texas that conforms to the requirements of the Office of the Attorney General of Texas, (ii) has no reason to believe that the District may not be entitled to rely on such standing letters, and (iii) neither bidder, any syndicate member listed in the Official Bid Form, nor any parent company, subsidiaries, or affiliates of the same, have received a letter from the Texas Comptroller of Public Accounts related to its inclusion on any list of financial companies boycotting energy companies. Bidder agrees that it will not rescind its standing letter at any time before the delivery of the Bonds unless same is immediately replaced with a standing letter that meets the requirements of the Office of the Attorney General. By executing this Bid Form, Bidder acknowledges that the District reserves the right, in its sole discretion, to reject any bid from a bidder that does not have such standing letter on file as of the deadline for bids for the Bonds. By submitting a bid, each bidder agrees, should it be the winning bidder, to cooperate with the District and take any action necessary to further verify and confirm compliance with state law by the bidder and each syndicate member listed in the Bid Form.

Further, by executing this Bid Form, the bidder also agrees that it will maintain all records in accordance with the requirements of the Texas Public Information Act, including Subchapter J thereof relating to contracting information as defined therein, and the District's rules, regulations, policies, and retention schedules adopted thereunder with respect to any records to which said Act applies.

Respectfully submitted,

By: _____

Telephone Number: _____

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by Rock Prairie Management District No. 2, this 27th day of October, 2025.

ATTEST:

Secretary, Board of Directors

President, Board of Directors

BOND YEARS

Due: September 1, Annually
Interest Accrual Date: November 25, 2025

<u>Year</u>	<u>Principal</u>	<u>Bond Years</u>	<u>Cumulative Bond Years</u>
2027	\$ 90,000	159.00	159.00
2028	90,000	249.00	408.00
2029	95,000	357.83	765.83
2030	95,000	452.83	1,218.67
2031	100,000	576.67	1,795.33
2032	100,000	676.67	2,472.00
2033	100,000	776.67	3,248.67
2034	105,000	920.50	4,169.17
2035	105,000	1,025.50	5,194.67
2036	110,000	1,184.33	6,379.00
2037	110,000	1,294.33	7,673.33
2038	115,000	1,468.17	9,141.50
2039	115,000	1,583.17	10,724.67
2040	115,000	1,698.17	12,422.83
2041	120,000	1,892.00	14,314.83
2042	120,000	2,012.00	16,326.83
2043	125,000	2,220.83	18,547.67
2044	125,000	2,345.83	20,893.50
2045	130,000	2,569.67	23,463.17
2046	130,000	2,699.67	26,162.83
2047	135,000	2,938.50	29,101.33
2048	135,000	3,073.50	32,174.83
2049	140,000	3,327.33	35,502.17
2050	145,000	3,591.17	39,093.33
Total	\$ 2,750,000		
Average Maturity		14.216	

ISSUE PRICE CERTIFICATE

The undersigned, being a duly authorized representative of the underwriter or the manager of the syndicate of underwriters ("Purchaser") with respect to the purchase of \$2,750,000 Unlimited Tax Road Bonds, Series 2025, by Rock Prairie Management District No. 2 (the "District"), hereby certifies and represents, based on its records and information, as follows:

[If at least 3 qualified bids are received from underwriters]

1. On the first day on which there was a binding contract in writing for the purchase of the Bonds by the Purchaser, the Purchaser's reasonably expected initial offering prices of each maturity of the Bonds with the same credit and payment terms (the "Expected Offering Prices") to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter are as set forth in the pricing wire or equivalent communication for the Bonds, as attached to this Issue Price Certificate as **Schedule A**. The Expected Offering Prices are the prices for the Bonds used by the Purchaser in formulating its bid to purchase the Bonds.

2. The Purchaser had an equal opportunity to bid to purchase the Bonds and it was not given the opportunity to review other bids that was not equally given to all other bidders (i.e., no last look).

3. The bid submitted by the Purchaser constituted a firm bid to purchase the Bonds.

[If less than 3 qualified bids are received from underwriters]

1. [Other than the Bonds maturing in _____ ("Hold-the-Price Maturities"), the][The first price at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms ("Maturity") was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter ("Public") are the initial offering prices (the "Initial Offering Prices"), as listed in the pricing wire or equivalent communication for the Bonds that is attached to this Issue Price Certificate as **Schedule A**.]

[Include the following paragraphs 2 and 3 if there are Hold-the-Price Maturities]

2. On or before the first day on which there is a binding contract in writing for the sale of the Bonds ("Sale Date"), the Purchaser offered to the Public each [maturity of the Bonds having the same credit and payment terms ("Maturity")][Maturity of the Hold-the-Price Maturities] at the [Initial Offering Prices for such Maturity][initial offering prices for such Maturity ("Initial Offering Prices")], as set forth in **Schedule A** hereto. [A copy of the pricing wire or equivalent communication for the Bonds is attached to this Issue Price Certificate as **Schedule A**.]

3. As set forth in the Notice of Sale, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the Initial Offering Price for such Maturity until the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells [at least ten percent ("Substantial Amount")][a Substantial Amount] of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.]

[Include the remaining paragraphs regardless of number of bids; revise numbering of paragraphs as appropriate]

4. As used hereinabove, the term "Underwriter" means (i) (A) a person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i)(A) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (ii) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (i) of this paragraph.

5. Please choose the appropriate statement:

() Purchaser will not purchase bond insurance for the Bonds.

() Purchaser will purchase bond insurance from _____ (the "Insurer") for a fee/premium of \$_____ (the "Fee"). To the best of the undersigned's knowledge, information and belief, based upon the facts available at this time and current market conditions, the Fee is a reasonable amount payable solely for the transfer of credit risk for the payment of debt service on the Bonds and does not include any amount payable for a cost other than such guarantee, e.g., a credit rating or legal fees. [Purchaser represents that the present value of the Fee for each obligation constituting the Bonds to which such Fee is properly allocated and which are insured thereby is less than the present value of the interest reasonably expected to be saved as a result of the insurance on each obligation constituting the Bonds. In determining present value for this purpose, the yield of the Bonds (determined with regard to the payment of the guarantee fee) has been used as the discount rate.] The Fee has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Bonds. No portion of the Fee is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such Fee that has not been earned.

6. The undersigned has calculated the total underwriting spread on the Bonds to be \$ _____. As used herein, the term "total underwriting spread" means the cost for marketing and selling the Bonds, and includes (a) a total takedown of \$ _____, (b) a total management fee of \$ _____, (c) fees and expenses of underwriter's counsel in the estimated total amount of \$ _____, and (d) other expenses in the total estimated amount of \$ _____.

The undersigned understands that the foregoing information will be relied upon by District with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Schwartz, Page & Harding, L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds. The undersigned understands that the foregoing information will also be relied upon by the District and by Schwartz, Page & Harding, L.L.P. with respect to compliance with the requirements of Section 1202.008 of Chapter 1202, Texas Government Code, as amended. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED this _____ day of _____, 2025.

Name of Underwriter

By: _____

Title: _____

NO GROWTH CASH FLOW ANALYSIS

Rock Prairie Management District No. 2 Bond Issue No. 6 (Roads)

Tax Year	Projected Assessed Valuation	Proj Debt Tax Rate	Cldr Year	Beginning Fund Balance (a)	Tax Collections 98.0%	Capitalized Interest (b)	Interest Income 2.0%	Total Funds Available	Outstanding Debt Service	The Bonds			Total Debt Service	Ending Fund Balance	% of Next Year's Debt Service
										Principal	Interest	Total			
2025	193,954,781	0.454	2026	496,307	862,944	137,500	9,926	1,506,677	719,683	-	114,583	114,583	834,266	672,411	71.07%
2026	193,954,781	0.454	2027	672,411	862,944		13,448	1,548,803	718,563	90,000	137,500	227,500	946,063	602,740	64.82%
2027	193,954,781	0.454	2028	602,740	862,944			1,465,684	706,813	90,000	133,000	223,000	929,813	535,871	58.05%
2028	193,954,781	0.454	2029	535,871	862,944			1,398,815	699,643	95,000	128,500	223,500	923,143	475,672	51.85%
2029	193,954,781	0.454	2030	475,672	862,944			1,338,616	698,603	95,000	123,750	218,750	917,353	421,263	46.20%
2030	193,954,781	0.454	2031	421,263	862,944			1,284,207	692,843	100,000	119,000	219,000	911,843	372,365	41.51%
2031	193,954,781	0.454	2032	372,365	862,944			1,235,308	683,013	100,000	114,000	214,000	897,013	338,296	37.67%
2032	193,954,781	0.454	2033	338,296	862,944			1,201,239	689,088	100,000	109,000	209,000	898,088	303,152	34.29%
2033	193,954,781	0.454	2034	303,152	862,944			1,166,095	675,063	105,000	104,000	209,000	884,063	282,033	32.06%
2034	193,954,781	0.454	2035	282,033	862,944			1,144,977	675,938	105,000	98,750	203,750	879,688	265,289	30.50%
2035	193,954,781	0.454	2036	265,289	862,944			1,128,233	666,350	110,000	93,500	203,500	869,850	258,383	30.24%
2036	193,954,781	0.454	2037	258,383	862,944			1,121,326	656,306	110,000	88,000	198,000	854,306	267,020	31.65%
2037	193,954,781	0.454	2038	267,020	862,944			1,129,964	646,131	115,000	82,500	197,500	843,631	286,332	33.99%
2038	193,954,781	0.454	2039	286,332	862,944			1,149,276	650,756	115,000	76,750	191,750	842,506	306,770	37.15%
2039	193,954,781	0.454	2040	306,770	862,944			1,169,713	639,650	115,000	71,000	186,000	825,650	344,063	41.52%
2040	193,954,781	0.454	2041	344,063	862,944			1,207,007	643,413	120,000	65,250	185,250	828,663	378,344	46.69%
2041	193,954,781	0.454	2042	378,344	862,944			1,241,288	631,144	120,000	59,250	179,250	810,394	430,894	53.40%
2042	193,954,781	0.454	2043	430,894	862,944			1,293,838	628,738	125,000	53,250	178,250	806,988	486,850	61.03%
2043	193,954,781	0.454	2044	486,850	862,944			1,349,794	625,700	125,000	47,000	172,000	797,700	552,094	69.64%
2044	193,954,781	0.454	2045	552,094	862,944			1,415,038	622,006	130,000	40,750	170,750	792,756	622,281	78.57%
2045	193,954,781	0.454	2046	622,281	862,944			1,485,225	627,769	130,000	34,250	164,250	792,019	693,206	88.87%
2046	193,954,781	0.454	2047	693,206	862,944			1,556,150	617,263	135,000	27,750	162,750	780,013	776,137	101.15%
2047	193,954,781	0.454	2048	776,137	862,944			1,639,081	611,294	135,000	21,000	156,000	767,294	871,787	114.86%
2048	193,954,781	0.454	2049	871,787	862,944			1,734,731	604,763	140,000	14,250	154,250	759,013	975,718	131.00%
2049	193,954,781	0.454	2050	975,718	862,944			1,838,662	592,563	145,000	7,250	152,250	744,813	1,093,849	
Total						137,500	23,374			2,750,000	1,963,833	4,713,833	21,136,922		

- (a) Estimated debt service fund balance as of 9/02/25
 (b) Represents one year of capitalized interest on the Bonds
 (c) Assumes an interest rate on the Bonds of 5.00%
 (d) 2025 certified value of \$186,483,944 plus 95% of uncertified value of \$7,470,837

October 9, 2025
Item No. 8.1.
Southern Roots Baseball Complex

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: City Council

Agenda Caption: Presentation and discussion of a proposal from Southern Roots regarding the potential development of a baseball complex on land within the Midtown Business Park.

Relationship to Strategic Goals:

- Good Governance
- Financial Sustainability
- Core Services & Infrastructure
- Neighborhood Integrity
- Diverse & Growing Economy

Recommendation(s): For the City Council to receive the presentation and provide direction on the proposal.

Summary: Southern Roots has submitted a conceptual proposal for the development of an 80-acre, 9-field, all-turf baseball complex, including a championship field, within the Midtown Business Park. The project is envisioned as a national-caliber sports tourism destination that also addresses a critical local need for youth baseball fields.

The City has been engaged in ongoing discussions with Southern Roots for over a year, initially exploring a site outside the City limits near Millican Reserve. While that location offered potential, its position outside the City's jurisdiction introduced risks that were difficult to mitigate. The current proposal reflects a strategic shift to a site within the City limits, offering improved infrastructure, visibility, alignment with broader development goals, and reduced risk.

In parallel, the City has been developing a plan to add three additional baseball fields to the Veterans Park and Athletic Complex, including a championship field intended to serve as the future home of the Brazos Valley Bombers. Should the City Council wish to pursue the Southern Roots project, it will be important to evaluate how this direction may affect or replace the planned activities at the Veterans Park and Athletic Complex.

The proposed Southern Roots complex would include:

- Nine all-turf fields, including a 3,800-seat stadium that could support a summer league or professional team
- Field access for local leagues and City programs
- On-site training facilities, such as batting cages, pitching tunnels, and a weight room
- Potential hospitality and recreation amenities, including on-site lodging, outdoor gathering spaces, and dining options

The proposal also includes a future academic baseball academy. This could further enhance the City's profile and create additional educational and economic opportunities.

For this project to move forward, Southern Roots is requesting:

- Donation or lease of 80 acres in Midtown, with an option to purchase or lease an additional 20 acres for future expansion
- Phased capital participation of \$15–\$20 million

The total project cost is estimated at \$55–\$60 million.

With the recent opposition to a proposed data center at this location and broader community concerns regarding certain industrial uses in the Midtown Business Park, the Southern Roots project presents an opportunity to introduce a use that aligns more closely with recent public sentiment. The complex could bring a significant amount of visitors to the area during tournament play, helping to potentially activate the Midtown district and support surrounding businesses.

However, the project would utilize a large portion of the Midtown Business Park, which is currently zoned and marketed to support future business and primary job-generating uses. The City Council may wish to consider whether the long-term community and economic benefits of the Southern Roots project outweigh the opportunity cost of removing this site from future employment-based development.

Importantly, the proposed draft site plan would preserve a significant amount of frontage along Midtown Drive, allowing for future complementary development that could further benefit the community.

Finally, if the Southern Roots project moves forward, a decision would need to be made regarding the City's current plan to expand baseball facilities at the Veterans Park and Athletic Complex, which has an estimated cost of \$30-\$35 million.

The attached Executive Summary from Southern Roots includes a proposal overview, site renderings for the Millican area location, and a preliminary layout for the Midtown site. While Southern Roots is actively developing a more formal site plan tailored to the Midtown location, it was not available at the time this staff report was prepared. The intent is to present the updated plan during the upcoming workshop discussion. Please note that the layout and site placement may still change based on various influencing factors, should the City Council choose to explore this option further.

Budget & Financial Summary: \$15-\$20 million, plus land costs

Attachments:

1. Southern Roots Executive Summary
2. Midtown Business Park Map

An aerial architectural rendering of the Southern Roots Baseball Complex. The complex features several baseball fields with distinct mowed patterns, a central pond with water fountains, a large parking lot, and various walkways and landscaping. The entire scene is overlaid with a semi-transparent dark gray filter.

SOUTHERN ROOTS BASEBALL COMPLEX

COLLEGE STATION, TEXAS

EXECUTIVE SUMMARY | DATE SEPTEMBER 20, 2025

TABLE OF CONTENTS

- **Executive Summary** – Transforming College Station into a National Baseball Destination
- **City Partnership Request (Midtown)** – Land, Capital Participation & Community Access
- **Proposed Site Plan** – Midtown Location Behind Costco
- **Economic & Community Returns** – Visitor Spending, Jobs, Tax Revenues, HOT Tax
- **Safeguards & Risk Mitigation** – Low LTV, Capital Reserve, City Protections
- **Why It Works** – Consistent with City’s Prior Vision & Neighborhood Fit
- **Location Map** – Brazos Valley Urban Triangle & Regional Markets
- **The Academy School at Southern Roots** – Accredited Education + Elite Baseball Development
- **City of College Station Benefit** – Economic, Community Value, and Civic Pride
- **Summary Page** – City Benefits, Shared Investment, Lasting Impact

LEGAL DISCLAIMER

The information contained in this confidential Memorandum (this “Memo”) has been prepared by Southern Roots Baseball Academy (collectively, “SRBA”). It has not been fully verified and is subject to updating, revision, and further amendment. This Memo is intended to be used for informational purposes only. The information contained herein is highly sensitive and confidential.

While the information contained herein has been prepared in good faith, neither SRBA nor any of its principals, officers, managers, agents, employees, or advisers give, have given, or have authority to give any representations or warranties (express or implied) as to, or in relation to, the accuracy, reliability, or completeness of the information in this Memo, or any revision thereof, or of any other written or oral information made or to be made available to any interested party or its advisers (all such information being referred to as “information”) and liability therefor is expressly disclaimed. Accordingly, neither SRBA nor any of its principals, officers, managers, agents, employees, or advisers take any responsibility for, or will accept any liability, whether direct or indirect, express or implied, contractual, tortious, statutory, or otherwise, in respect of the accuracy or completeness of the information, for any of the opinions contained herein, or for any errors, omissions, or misstatements, or for any loss arising from the use of this Memo.

This Memo does not purport to contain all information that may be relevant. Each party to whom this Memo is made available must make its own independent assessment after conducting such investigations and seeking such advice as may be deemed necessary. In particular, any estimates, projections, or opinions contained herein necessarily involve elements of subjective judgment, analysis, and assumptions, and each recipient should satisfy itself in relation to such matters.

This Memo includes certain statements that may be deemed “forward-looking statements.” All statements in this Memo, other than statements of historical facts, that address future activities, events, or developments that SRBA expects, are forward-looking statements. Although SRBA believes the expectations expressed in such forward-looking statements are based on reasonable assumptions, such statements are not guarantees of future performance, and actual results or developments may differ materially from those in the forward-looking statements.

EXECUTIVE SUMMARY

Transforming College Station into a National Baseball Destination

Southern Roots: A Texas Baseball Experience is an 80-acre, state-of-the-art complex proposed for College Station. This once-in-a-generation project will elevate the City's profile as a premier sports tourism destination while meeting a critical local need for youth baseball fields.

- Nine All-Turf Fields – Weatherproof play year-round; no rainouts.
- National Tournaments – Draw families, scouts, and teams from across the U.S.
- Local Access – Free weekday use for more than 1,000 local youth players.

A True Public-Private Partnership

- Partnership Ask: Southern Roots is seeking a public-private partnership with the City of College Station to bring this vision to life.
- City Benefits: Anchors Midtown with a family-oriented destination, delivers long-envisioned baseball amenities, and positions College Station as a national sports tourism hub.
- Neighborhood Fit: Midtown residents want family-friendly recreation and youth amenities, not heavy commercial uses—this project delivers exactly that.

Southern Roots: Where community, competition, and economic growth take root.

EXECUTIVE SUMMARY (CONT.)

Economic Impact

Southern Roots has the potential to be a transformative economic engine for College Station:

- **Visitor Influx:** Each weekend tournament will bring an estimated 63 teams or the equivalent of 780 families to College Station, filling hotels, restaurants, and retail establishments.
- **Local Business Growth:** Extended-stay tournaments and on-site lodging capture hotel tax revenue while driving significant spillover to the city’s hospitality and retail sectors.
- **Weekend Tournaments:** Each event is estimated to bring approximately 780 visiting families, driving new spending in hotels, restaurants, and shops.
- **National Tournaments:** Extended 4–6 day summer events attract high school teams from across the U.S., along with college and pro scouts, creating high-value overnight stays and putting College Station on the national baseball map.
- **Hotel impact** is 60,000 nights stays for the tournament usage portion of this project.
- **Professional Baseball Potential:** The facility is designed to accommodate a summer league or professional team, which could host 50+ home games annually. This would add another 200,000+ spectators per season, expanding College Station’s visibility beyond Texas.
- **Annual Spending Impact:** Together, these activities are projected to generate \$45–50 million in new direct spending across College Station every year, with recurring benefits to local hotels, restaurants, and retail.
- Future phase 2 is the addition of an Academic Baseball school composed of national and international players. See “The Academy at Southern Roots Slide”.

Community Benefits

- **Youth Access:** Free weekday field time addresses a regional deficit of four fields per capita, supporting more than 1,000 local players annually.
- **Year-Round Play:** Fully turfed fields eliminate rainouts, ensuring consistent opportunities for youth athletes.
- **Training Facility:** Monthly hitting and pitching memberships as well as a 5,000 sq ft weightlifting gym allow local athletes to use the facility 7 days a week.
- **Healthy Lifestyle:** On-site training gyms, batting cages, and performance programs promote fitness and athletic development.

A Family-Centric Destination

Unlike traditional tournament complexes, Southern Roots integrates hospitality and recreation, creating an immersive family experience:

- On-site lodging (casitas, team suites, RV slips, lodge).
- Resort-style amenities including pool, lake, golf carts, outdoor movies, and dining, and lounge spaces.
- Professional services such as photography, merchandising, and advanced training technology.

A Strategic Investment in College Station’s Future

Southern Roots is more than a sports complex—it is an economic catalyst and community asset. By combining national tournaments, professional baseball, and local access, it will:

- Position College Station as a national icon for youth sports tourism.
- Create lasting memories for players and families.
- Generate recurring economic activity year-round, complementing the city’s broader development vision.

CITY PARTNERSHIP REQUEST (MIDTOWN)

What we're building

Southern Roots: A Texas Baseball Experience — an 80-acre, 9-field, all-turf tournament complex with training, hospitality, and community access; plus future expansion potential.

What we're requesting from the City of College Station

- **Land:** Donate 80 acres in the Midtown district (behind Costco) with an option to purchase +20 acres for future expansion.
- **Capital Participation:** \$15MM-\$20MM (eligible to phase over 2–3 years). 15M for base model and an additional 5M to incorporate a 3,800 seat stadium with pressbox and suites.
- **City is a minority participant:** Total project build-out cost \$55-60MM; City support represents a small share of total capitalization.
- **Local Access:** Weekday field access at no cost for local youth leagues and city programs (measurable, scheduled, and reported annually).

Private Capital Stack (for context)

- **Senior Debt:** ≈ \$20MM-\$25MM (conservative leverage; low LTV).
- **Private Equity:** Balance from private investors (no City backstop).
- **Capital Reserve:** \$1MM dedicated debt service reserve funded after Year 1 of operations.



WELBORN SITE PLAN

Community Summary	
Total acreage	80 acres
Future development	20 acres
Baseball Fields	9
Community Amenities	Greenspace, parks, lifestyle center, sports courts, community pool, community trails



WELBORN SITE PLAN



WELBORN SITE PLAN



WELBORN SITE PLAN



WELBORN SITE PLAN



ECONOMIC & COMMUNITY RETURNS

Recurring Visitor Economy

- Weekend tournaments: ~780 visiting families per event, driving hotel nights and spend in restaurants/retail.
- Extended national events: 4–6-day stays increase per-family spend and length of stay. Complete summer weekly tournament usage.
- Potential pro/summer-league team: Up to 50+ home games; ~200,000+ annual spectators at full capacity (FOR THIS FUNCTION ALONE), adding steady shoulder-season demand and regional media attention.

City Revenues & Local Business Lift

- New direct visitor spending: \$45–\$50M/year (lodging, dining, retail, entertainment).
- Tax base growth: Hotel Occupancy Tax, sales tax, and property tax from on-site/private development.
- Jobs: Construction + permanent positions across operations, hospitality, and local businesses.

Community Deliverables

- Free weekday access that relieves a known field shortfall and serves 1,000+ local youth players annually (tracked and reported).
- Year-round play (all-turf; weather-resilient).
- City branding: Positions College Station as a regional/national sports destination—especially valuable as Midtown’s future vision evolves.
- Park and Green Space integration- Our intent was designed to be “A Texas Experience”. We fully embrace making this facility fully integrated into nature. Our anticipated location off of Welborn was principled on bringing the outdoors alive.

Note: Midtown site behind Costco is the active City-owned land focus; Council recently weighed alternative uses—this project offers a resident-friendly, family-oriented destination aligned with quality-of-life goals.)

ECONOMIC & COMMUNITY RETURNS

Local Community Engagement To date:

- *College Station Little League- 56 teams and do not have enough active sites to practice AND play games in same week. Current model has been to practice first 2 weeks of season and play games only rest of season. No time to train the players throughout the season to fully develop skills.*
- *BCS Outlaws- a blind and visually impaired “beep” baseball program.*
- *Crusade Baseball Program- A special needs program that currently has 6 teams and practices in a parking lot to make due. This is a youth to adult program that utilizes baseball to normalize members of their community. Southern Roots would be **HONORED** to partner with them with our available field usage.*
- *Local Tournament teams in the area- The ability to host tournaments locally and have the additional field usage is fully embraced by all groups spoken with.*
- *HOA receptivity- Numerous HOA presidents have been reached out to and the idea of baseball in South College Station has been overwhelmingly received. Our intent is to further the discussion to mitigate any unknown traps we may have not considered that they may have insight into as we complete the final layout planning.*
- *TurtleBox Audio- An Aggie Founded company. Turtlebox will partner with us for our Audio needs on this project.*
- *MLB players- Tyler Naquin, former A&M Aggie and tenured MLB player- we are in discussions for his participation in founding our Athletic Training facility. Multiple others are in the background participating in capital investment.*
- *Shane Lechler- Local Bananaball Tournament Director- Brazos Valley Baseball*
- *Local HS baseball coaches*

Note: Midtown site behind Costco is the active City-owned land focus; Council recently weighed alternative uses—this project offers a resident-friendly, family-oriented destination aligned with quality-of-life goals.)

SAFEGUARDS & RISK MITIGATION

Geotechnical & Delivery Protections

- **Independent Geotech Program (Condition Precedent):** Full borings, lab testing, and design recommendations prior to groundbreaking; results shared with City.
- **Soils Mitigation Plan & Budget Cap:** Developer bears remediation; if remediation exceeds a defined cap, City land reverts or parties mutually relocate within Midtown based on geotech (no open-ended exposure for City).
- **Milestone-Based Funding:** City's \$15MM-\$20MM can be disbursed in tranches tied to third-party verified milestones (e.g., site package complete, vertical at 50%, COs issued).
- **Performance/Reversion Clause:** If substantial completion isn't achieved by a date certain (with limited force-majeure carve-outs), City may reclaim the land or impose liquidated damages.

Financial Strength & Operating Resilience

- **Low LTV:** Only ~\$20MM-\$25MM in senior debt on a \$55-60M project; strong equity cushion lowers default risk.
- **\$1M Debt Service Reserve:** Funded after Year 1 operations to provide 6-12 months interest coverage buffer.
- **Locked Tournament Inventory:** Binding agreements with third-party operators for year-round calendars reduce revenue volatility.
- **Step-in Rights:** In a true default, City gains step-in/assignable operating rights to maintain continuity and protect public benefits.

Transparency & Accountability

- **Quarterly Reporting:** Construction progress, budget v. actual, and local-use metrics.
- **Annual Impact Report:** Visitor counts, hotel nights, City-tax impacts, and community access delivered.
- **Local-Use Covenant:** Free weekday access memorialized in a City agreement.

Why it Works

Fulfills City's Prior Midtown Baseball Vision

Aligned with City's Original Vision

- Consistent with the City's previous plan for a baseball park in Midtown (discontinued due to soils issues).
- Southern Roots brings that vision back to life: a baseball-first, family-friendly destination that elevates College Station's national profile.

Neighborhood & Community Support

- Midtown residents have expressed support for recreational, family-oriented uses over heavy commercial alternatives.
- This project is compatible with surrounding neighborhoods and enhances the family identity of College Station.

Perfect Site for Access & Visibility

- Behind Costco with excellent regional access for visitors and scouts.
- Proximity to hotels, restaurants, and retail ensures direct economic benefit to local businesses.

A Win-Win for Midtown and the City

- Anchors Midtown with a national sports tourism destination.
- Provides an amenity the community already wanted, with local youth access baked in.
- Reinforces Midtown as a vibrant, family-focused district.



LOCATION MAP

Southern Roots Baseball Academy is strategically located in the Brazos Valley Urban Triangle with close proximity to large markets including Houston, Austin, and Dallas-Fort Worth.

Distances:

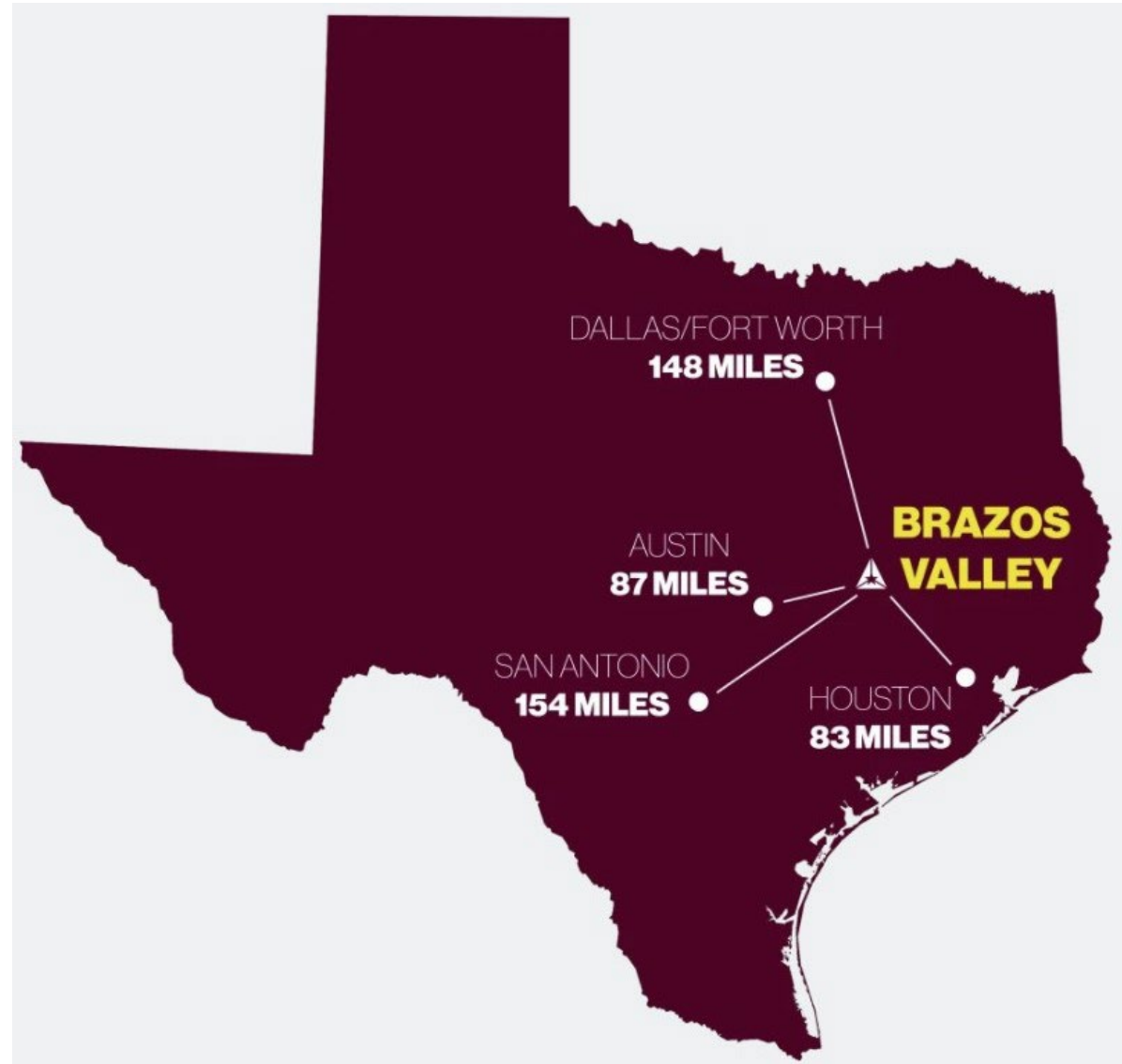
Texas A&M University: 10 miles

Houston: 83 Miles
Approximately 7.1 million people

Dallas/Fort Worth: 148 Miles
Approximately 7.6 million people

San Antonio: 154 Miles
Approximately 2.6 million people

Austin: 87 Miles
Approximately 2.3 million people



The Academy School at Southern Roots

A First for College Station

Integrated Baseball Academy + Accredited School

- Year 1: ~100 student-athletes, growing to 150 by Year 3
- On-site classrooms, tutoring, study halls, and cafeteria for full academic + athletic support
- Prep Program for gap-year students with junior college classes on-site

Why It's Unique

- No other youth sports facility in Texas integrates year-round baseball, professional training, and private schooling in one destination at this scale.
- Provides families a comprehensive development model—academics, athletics, life skills.
- High visibility: national draw of elite players, scouts, and families positions College Station as a leader in innovative youth development.

City of College Station Benefit

Economic Impact

- Attracts families from across the U.S. for long-term enrollment, creating housing, retail, and service demand year-round.
- Expands College Station's profile beyond weekend tournaments into permanent residency-driven spending.

Community Value

- Creates local teaching, tutoring, and support jobs in education and performance science.
- Partnerships possible with Texas A&M, Blinn, and local businesses for tutoring, nutrition, NIL education, and workforce development.
- Establishes College Station as a national hub for baseball education, not just tournaments.

Civic Pride

- Reinforces Midtown as a family- and youth-oriented district.
- A project the community can point to as truly unique in Texas—a model other cities will look to replicate.

Summary

Southern Roots: Where Community, Competition, and Economic Growth Take Root

- A \$55-60M private-public venture that transforms Midtown into a sports, hospitality, and community destination.
- The City's donation of 80 acres, option on 20 acres, and \$15M-20M phased participation unlocks a project that otherwise would not be possible at this scale.
- Generates \$45-50M in annual direct visitor spending, creates jobs, and builds recurring City tax revenue.
- Provides free weekday access for 1,000+ local players, allowing access for local special needs players, addressing a field shortage while elevating College Station's identity as a leader in sports tourism and youth development.
- Designed with low City risk: conservative debt, heavy private equity participation, and \$1M capital reserve ensure stability and protect public interests.

Thank You. We appreciate the City's thoughtful consideration of this opportunity. Together, we can create a lasting community asset that serves College Station families, strengthens Midtown, and showcases our city on a national stage.



-  Midtown Business Park
-  Subject Property
-  Lots
-  Common Areas
-  Greenspaces
-  Parks
-  Utility/Facility Areas

October 9, 2025
Item No. 8.2.
Midtown Small Area Plan

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a Midtown Small Area Plan.

Relationship to Strategic Goals:

Neighborhood Integrity

Recommendation(s):

Summary: As requested at the September 11th City Council meeting, this item is an opportunity for Council to workshop what they would like a potential Small Area Plan for Midtown to look like. Staff will present what the council with options for a small area plan could look like, what objectives or scope they would like to include, and the timeline associated with delivery based on the council discussion and direction. Staff will be looking for Council to define the extents of the planning area, the scope of the topics and data included, and the priority of this planning effort in conjunction with existing efforts previously indemnified by the Council. Such as Northgate and the Harvey Road Corridor Small Area Plans.

Budget & Financial Summary:

Attachments:

None

October 9, 2025

Item No. 8.3.

Policies and procedures related to real estate transactions, economic development incentives, development agreements, and non-disclosure agreements

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding policies and procedures related to real estate transactions, economic development incentives, development agreements, and non-disclosure agreements.

Relationship to Strategic Goals:

- Good Governance
- Financial Sustainability
- Diverse & Growing Economy

Recommendation(s): To receive the presentation and provide direction.

Summary: During the upcoming workshop, staff will provide an overview of the City's procedures related to real estate transactions, economic development incentives, development agreements, and non-disclosure agreements (NDAs). This presentation is designed to clarify the standard processes currently in place for each of these areas and to facilitate a broader discussion on potential refinements to allow for more awareness and public engagement.

Budget & Financial Summary: N/A

Attachments:

None

October 9, 2025
Item No. 9.1.
Public Utility Easement Abandonment - 1812 Welsh Avenue

Sponsor: Lindsey Pressler

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning a 0.031 acre portion of a generally 20-foot-wide Public Utility Easement, said easement lying over, across, and upon Lot 1, Block 1 of the Athletic Complex Subdivision, generally located at 1812 Welsh Ave, according to the plat recorded in Volume 1140, Page 497 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of the abandonment.

Summary: The public utility easement abandonment is being requested by the applicant due to a desire to construct an entrance way for the football field where the easement is located. The easement was originally dedicated to house a water line. The water line is being relocated to the north and a new easement dedicated to encompass it.

The public utility is located approximately one thousand three hundred and eighty (1380) feet northwest of the intersection of Harvey Mitchell Pkwy and Welsh Ave.

Budget & Financial Summary: N/A

Attachments:

1. Abandonment Application
2. Location Map
3. Vicinity Map
4. Ordinance



ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ **N/A** Abandonment of Public Right-of-Way/Easement Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- ☐ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☐ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☒ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☒ **N/A** For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☐ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

Please see attached metes and bounds description.

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Mitchell & Morgan, LLP C/O Kerry P. George E-mail kerry@mitchellandmorgan.com
Street Address 3204 Earl Rudder Freeway South
City College Station State Texas Zip Code 77845
Phone Number 979-260-6963 Fax Number --

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name College Station Independent School District C/O Josh Symank E-mail jsymank@csisd.org
Street Address 1812 Welsh Avenue City College Station
State Texas Zip 77840
Phone Number 979-764-5411 Fax Number --

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

[Signature]
Signature and title Superintendent

6/24/25
Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name N/A E-mail N/A

Street Address N/A

City N/A State N/A Zip Code N/A

Reason consent was not obtained:
N/A

If objecting, points of objection:

N/A

Name N/A E-mail N/A

Street Address N/A

City N/A State N/A Zip Code N/A

Reason consent was not obtained:
N/A

If objecting, points of objection:

N/A

Name N/A E-mail N/A

Street Address N/A

City N/A State N/A Zip Code N/A

Reason consent was not obtained:
N/A

If objecting, points of objection:

N/A

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

The subject property currently has access to utilities and public roads. This abandonment does not affect the provision of either access to roads or utilities to this lot.

8. That there is no current public need or use for the easement or right-of-way because:

There is no current public need or use of this easement as the existing utility line in the easement is being relocated to accommodate the addition of a new building expansion. A new easement will be dedicated to accommodate the relocated utility line.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The easement is surrounded by property owned by College Station ISD and is already developed in the immediate area. A new easement will be dedicated to accommodate the relocated utility line.

10. That all public utilities have access to serve current and future customers because:

The easement is surrounded by property owned by College Station ISD and is already developed in the immediate area.

11. Such public right-of-way/easement has been and is being used as follows:

The utility located in the easement is being relocated to accommodate the addition of a new building expansion.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

[Signature] Superintendent
Signature and title

6/24/25
Date

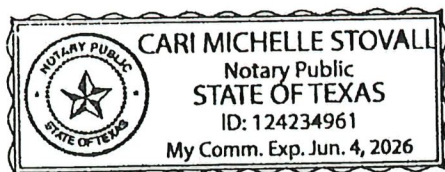
STATE OF TEXAS

§
§
§

ACKNOWLEDGEMENT

COUTY OF BRAZOS

Subscribed and sworn to before me, a Notary Public, this 24th day of June, 2025 by
DR. TIM HARKIDER



[Signature]
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: A&M Consolidated High School

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

Tract 1 Revised Southwood Section 5

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

Exhibit A



**FIELD NOTES DESCRIPTION
OF A
0.031 ACRE PORTION OF
AN EXISTING 20' WIDE UTILITY EASEMENT
CRAWFORD BURNETT LEAGUE SURVEY, ABSTRACT 7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF A 0.031 ACRE TRACT IN THE CRAWFORD BURNETT LEAGUE SURVEY, ABSTRACT 7, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF AN EXISTING 20' WIDE UTILITY EASEMENT OVER, ACROSS AND UPON LOT 1, BLOCK 1 OF THE ATHLETIC COMPLEX [SUBDIVISION] FILED IN VOLUME 1140, PAGE 497 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID 0.031 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point in the northeast line of said Lot 1, same being the southwest line of Welsh Avenue (an 80' wide right-of-way, 284/516 DRBCT), at the north corner of an existing 20' utility easement dedicated by said plat (1140/497 ORBCT), from which the north corner of said Lot 1 bears N 45° 20' 51" W, a distance of 246.49 feet, from which a ½-inch iron rod with cap "TAGGART" bears N 45° 20' 51" W, a distance of 0.76 feet, and a point of curvature in the southwest line of Welsh Avenue bears S 45° 20' 51" E, a distance of 39.97 feet;

THENCE, crossing said Lot 1 with the northwest line of said existing easement, **S 44° 45' 06" W**, for a distance of **46.64 feet** to a point for the **POINT OF BEGINNING** hereof, from which the City of College Station monument CS94-220 bears N 15° 21' 35" W, a distance of 3,610.55 feet;

THENCE, continuing across said Lot 1, severing said existing easement, **N 89° 20' 06" E**, for a distance of **28.49 feet** to a point in the southeast line of said easement for the east corner hereof;

THENCE, continuing across said Lot 1 with the southeast line of said existing easement, **S 44° 45' 06" W**, for a distance of **96.20 feet** to a point for the south corner hereof;

THENCE, continuing across said Lot 1, severing said existing easement, **N 00° 14' 54" W**, for a distance of **28.28 feet** to a point in the northwest line of said easement for the northwest corner hereof;

Exhibit A

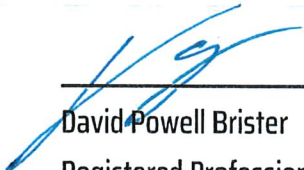
THENCE, continuing across said Lot 1 with the northwest line of said existing easement, **N 44° 45' 06" E**, for a distance of **20.19 feet** to a point for corner;

THENCE, continuing across said Lot 1, through said existing easement, the following three (3) courses and distances:

- 1) **S 45° 04' 00" E**, a distance of **11.39 feet** to a point;
- 2) **N 44° 45' 06" E**, a distance of **15.00 feet** to a point;
- 3) **N 45° 39' 13" W**, a distance of **11.39 feet** to a point in the northwest line of said existing easement;

THENCE, continuing across said Lot 1 with the northwest line of said existing easement, **N 44° 45' 06" E**, for a distance of **20.83 feet** to the **POINT OF BEGINNING** hereof and containing **0.031 of an acre**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared June 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000104840990481 (calculated using GEOID12B). Reference drawing: 25-0738-Exhibit.


David Powell Brister

6/27/25

Registered Professional Land Surveyor No. 6537



KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Application for Abandonment of
a Public Right-of-Way/Easement

Location: A&M Consolidated High School

EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.

SCALE: 1" = 30'

LEGEND:

**DRBCT = DEED RECORDS OF
BRAZOS COUNTY, TEXAS**

**ORBCT = OFFICIAL RECORDS OF
BRAZOS COUNTY, TEXAS**

OPRBCT = OFFICIAL PUBLIC
RECORDS OF BRAZOS COUNTY,
TEXAS

**123/456 = VOLUME AND PAGE
FROM PUBLIC COUNTY RECORDS**

N/F = NOW OR FORMERLY

() = RECORD INFORMATION

-  **WATER VALVE**
 **WATER METER**
 **UTILITY POLE**
 **LIGHT POLE/STANDARD**
 **GUY WIRE**
 **BOLLARD**

AERIAL ELECTRIC LINES

**APPROXIMATE LOCATION
OF 6" WATER LINE**

APPROXIMATE LOCATION
OF 8" WATER LINE

SURVEYOR'S CERTIFICATE:

**I, DAVID POWELL BRISTER, R.P.L.S. NO. 6537, DO
HEREBY CERTIFY THAT THIS SURVEY PLAT IS A
TRUE REPRESENTATION OF A SURVEY AS MADE
ON THE GROUND UNDER MY SUPERVISION.**



**SURVEY PLAT
OF A**

**0.031 ACRE PORTION OF
AN EXISTING 20' WIDE UTILITY EASEMENT
OVER, ACROSS AND UPON THE ATHLETIC COMPLEX
FILED IN VOLUME 1140, PAGE 497 ORBCT
CRAWFORD BURNETT LEAGUE SURVEY, ABSTRACT 7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

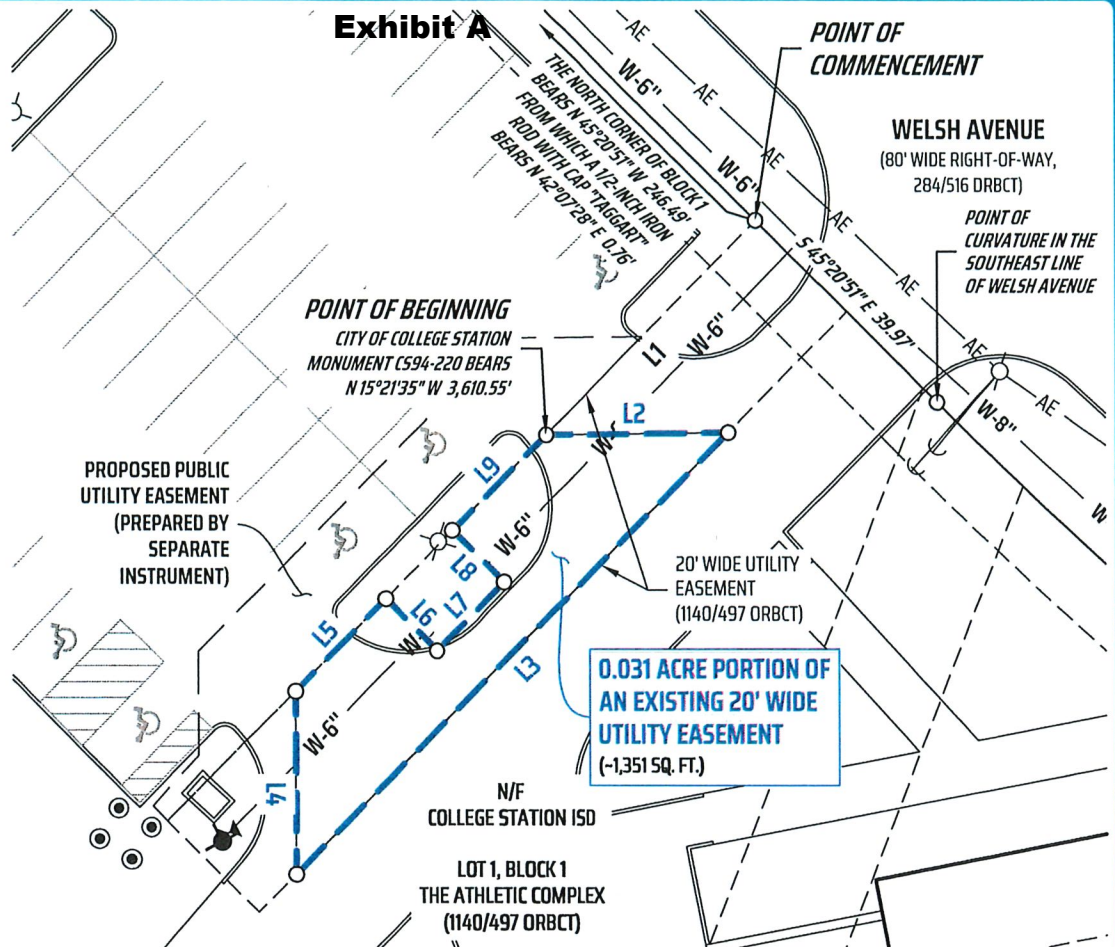


"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 30 FEET
SURVEY DATE: 06-12-2025 | PLAT DATE: 06-27-2025
JOB NUMBER: 25-0738 | CAD NAME: 25-0738-EXHIBIT
POINT FILE: 24-810 (cont); 25-0738 (job)
DRAWN BY: WJB CHECKED BY: DB
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195

SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

Exhibit A



LINE	BEARING	DISTANCE
L1	S 44°45'06" W	46.64'
L2	N 89°20'06" E	28.49'
L3	S 44°45'06" W	96.20'
L4	N 00°14'54" W	28.28'
L5	N 44°45'06" E	20.19'
L6	S 45°04'00" E	11.39'
L7	N 44°45'06" E	15.00'
L8	N 45°39'13" W	11.39'
L9	N 44°45'06" E	20.83'

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.000104840990481 (CALCULATED USING GEOID12B).

THIS SURVEY PLAT WAS PREPARED TO REFLECT THE TITLE REPORT ISSUED BY UNIVERSITY TITLE COMPANY, GF NO. 2404899CS, DATED: 09-16-2024 AND THE NOTHING FURTHER CERTIFICATE, GF NO. 2503171CS, DATED: 02-02-2025. EXCEPTIONS LISTED IN SAID REPORT ARE ADDRESSED AS FOLLOWS:

- EASEMENTS SET OUT ON PLAT (1140/497 ORBCT) DO CROSS THIS TRACT AS SHOWN.
- TEMPORARY BLANKET EASEMENT TO THE CITY OF COLLEGE STATION (1115/220 ORBCT) DOES AFFECT THIS TRACT.
- ALL OTHER ITEMS DO NOT AFFECT / CROSS THIS TRACT, ARE NOT SURVEY ITEMS OR ARE NOT ADDRESSED BY THIS PLAT.

UNDERGROUND UTILITIES ARE APPROXIMATED BASED ON ABOVE GROUND FEATURES, AVAILABLE MAPS AND MARKINGS BY UTILITY PROVIDERS. ADDITIONAL UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS).
THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

Application for Abandonment of
a Public Right-of-Way/Easement

Location: A&M Consolidated High School

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: 
Title: Engineer

FRONTIER

By: _____
Title: _____

OPTIMUM

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

WELLBORN SUD

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement
Location: A&M Consolidated High School

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

FRONTIER

By: Joshua May
Title: Engineer III

OPTIMUM

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

WELLBORN SUD

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: A&M Consolidated High School

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

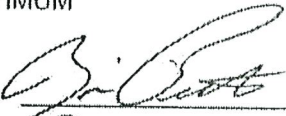
ATMOS ENERGY

By: _____
Title: _____

FRONTIER

By: _____
Title: _____

OPTIMUM

By:  _____
Title: Construction Supervisor

BRYAN TEXAS UTILITIES

By: _____
Title: _____

WELLBORN SUD

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: A&M Consolidated High School

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

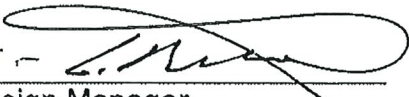
FRONTIER

By: _____
Title: _____

OPTIMUM

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: Greg Burkhalter 
Title: Engineering Design Manager

WELLBORN SUD

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: A&M Consolidated High School

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

FRONTIER

By: _____
Title: _____

OPTIMUM

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

WELLBORN SUD

By: 
Title: GENERAL MANAGER

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 2118 Welsh Ave - ABAN2025-000007

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter

City Engineer
City of College Station

Brian Binford

Building Official
City of College Station

Molly Hitchcock

Zoning Official
City of College Station

Conan Gordon

Fire Marshal
City of College Station

William Glenn Garit

Electric Department
City of College Station

Stephen A. Williams

Water Services Department
City of College Station

Emily Fisher

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement
Location: A&M Consolidated High School

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: N/A
ADDRESS: _____

NAME: N/A
ADDRESS: _____

NAME: N/A
ADDRESS: _____

NAME: N/A
ADDRESS: _____

TITLE REPORT

GF No.: 2404899CS

Certification Date: September 16, 2024

Property Description:

Tract One:

Tract One (1), Revised Southwood Section Five, City of College Station, according to the plat thereof recorded in Volume 284, Page 516, Deed Records, Brazos County, Texas.

Tract Two:

Lot One (1), Block One (1), Athletic Complex, City of College Station, according to the plat thereof recorded in Volume 1140, Page 497, Official Records, Brazos County, Texas.

SAVE AND EXCEPT

All that certain tract or parcel of land lying and being situated in the Crawford Burnett League, Abstract No. 7, in College Station, Brazos County, Texas, being a part of Lot 1, Block 1, Athletic Complex according to plat of record in Volume 1140, Page 497, Official Records, Brazos County, Texas, being a strip of land lying along and adjoining the southwest line of Welsh Avenue and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the northwest right-of-way line of Harvey Mitchell Parkway from which the City of College Station GPS Monument No. 119 bears S 35° 51' 41" E - 315.56 feet;

THENCE N 31° 17' 52" W - 62.18 feet through the said Lot 1 to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the beginning of a tangent curve to the left (R=454.50');

THENCE continuing through said Lot 1 along an arc of said curve through a central angle of 14° 45' 39" (long chord bears N 38° 40' 41" W - 116.77') to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northwest corner of this tract;

THENCE N 43° 56' 29" E - 11.84 feet continuing through said Lot 1 to the northeast corner of this tract in the southwest line of Welsh Avenue;

THENCE along the arc of a curve to the right (R=456.24') in the southwest line of Welsh Avenue through a central angle of 16° 35' 32" (long chord bears S 39° 32' 51" E - 131.66 feet) to the end of said curve from which a 5/8" iron rod with plastic cap stamped "Kerr RPLS 4502" was found S 85° E - 0.57 feet;

THENCE S 31° 15' 05" E - 50.72 feet along the southwest line of Welsh Avenue to the intersection of the southwest line of Welsh Avenue and the northwest right-of-way line of Harvey Mitchell Parkway from which a 5/8" iron rod with plastic cap stamped "Kerr RPLS 4502" was found S 61° E - 1.06';

THENCE S 58° 47' 06" W - 15.30 feet along the northwest right-of-way line of Harvey Mitchell Parkway to the POINT OF BEGINNING and containing 2,567 square feet of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes.

Title Vested In:

The Board of Trustees of the A&M Consolidated Independent School District, n/k/a College Station Independent School District

Vesting Deed to owners shown herein was dated September 4, 1969 and recorded in Volume 281, Page 191, Deed Records, Brazos County, Texas. - Tract One

Vesting Deed to owners shown herein was dated March 11, 1980 and recorded in Volume 452, Page 835, Deed Records, Brazos County, Texas. - Tract Two

Vesting Deed to owners shown herein was dated September 20, 1988 and recorded in Volume 1084, Page 261, Deed Records, Brazos County, Texas. - Tract Two

Subject to:

None of Record

Restrictions:

None of Record

Exceptions:

That portion of Tract 1 included in the public right-of-way for Nueces Drive and Welsh Boulevard, as noted on revised plat recorded in Volume 284, Page 516 Deed Records, Brazos County Records. - Tract One

Easements and Building Lines as set out on plat recorded in Volume 1140, Page 497, Official Records, Brazos County, Texas. - Tract Two

Easement:

From: J. D. Smith

To: State of Texas

Dated: June 26, 1967

Recorded: Volume 266, Page 728, Deed Records, Brazos County, Texas. - Tract Two

Easement:

From: Area Progress Corp.

To: City of College Station

Dated: September 3, 1969

Recorded: Volume 280, Page 810, Deed Records, Brazos County, Texas. - Tract One

Easement:

From: Area Progress Corporation

To: City of College Station, Texas

Dated: June 17, 1970

Recorded: Volume 303, Page 236, Deed Records, Brazos County, Texas. - Tract Two

Easement:

From: College Station I.S.D.

To: Ensearch Corporation

Dated: February 20, 1984

Recorded: Volume 670, Page 376, Official Records, Brazos County, Texas. - Tract One

Easement:

From: College Station Independent School District

To: City of College Station

Dated: April 26, 1988

Recorded: Volume 1115, Page 220, Official Records, Brazos County, Texas.- Tract Two

Easement:

From: College Station I.S.D.

To: City of College Station

Dated: January 24, 1992

Recorded: Volume 1453, Page 263, Official Records, Brazos County, Texas. - Tract One

Easement:

From: College Station I.S.D.

To: City of College Station

Dated: March 21, 1995

Recorded: Volume 2320, Page 230, Official Records, Brazos County, Texas. - Tract One

Easement:

From: College Station I.S.D.

To: City of College Station

Dated: June 27, 1996

Recorded: Volume 2644, Page 244, Official Records, Brazos County, Texas. - Tract One

Easement:

From: College Station I.S.D.

To: City of College Station

Dated: April 16, 1998

Recorded: Volume 3097, Page 69, Official Records, Brazos County, Texas. - Tract One

Easement:

From: College Station I.S.D.

To: City of College Station

Dated: June 22, 1998

Recorded: Volume 3180, Page 14, Official Records, Brazos County, Texas. - Tract One

Easement:

From: College Station Independent School District

To: City of College Station, Texas

Dated: February 13, 2002

Recorded: Volume 4514, Page 182, Official Records, Brazos County, Texas.- Tract Two

Easement:

From: College Station Independent School District also or formerly known as A&M Consolidated Independent School District

To: City of College Station, Texas

Dated: August 26, 2008

Recorded: Volume 8780, Page 11, Official Records, Brazos County, Texas.- Tract Two

Easement:

From: College Station I.S.D.

To: City of College Station

Dated: August 10, 2010

Recorded: Volume 9774, Page 101, Official Records, Brazos County, Texas. - Tract One

Easement:

From: College Station Independent School District also or formerly known as A&M Consolidated Independent School District

To: City of College Station, Texas

Dated: August 10, 2010

Recorded: Volume 9774, Page 106, Official Records, Brazos County, Texas.- Tract Two

Easement:

From: The Board of Trustee of the A&M Consolidated Independent School District now known as College Station Independent School District

To: City of College Station, Texas

Dated: September 21, 2015

Recorded: Volume 12964, Page 80, Official Records, Brazos County, Texas. - Tract One

Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.

Mineral Reservation in Deed:

By: Tennie Jones, et al

To: Area Progress Corporation

Dated: June 1, 1966

Recorded: Volume 256, Page 136, Deed Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument. - Tract One

Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: College Station I.S.D.

Lessee: Inexco Oil Company

Dated: April 15, 1985

Recorded: Volume 808, Page 1, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

[CLICK HERE FOR DOCUMENTS](#)

Upon examination of the public records Brazos County, Texas, we find no exception to title of the subject property other than those shown above. This Title Report is issued with the express understanding, evidenced by acceptance of same, that the liability of the undersigned is limited to the actual monetary consideration paid for same.

University Title Company



GF No.: **2503171CS**

Effective Date: **February 2, 2025**

NOTHING FURTHER CERTIFICATE

STATE OF TEXAS
COUNTY OF Brazos

THIS IS TO CERTIFY: That we have examined the records of the County Clerk of Brazos County, Texas as they are reflected in the geographically indexed title plant of University Title Company as to the following property, to-wit:

Tract One:

Tract One (1), Revised Southwood Section Five, City of College Station, according to the plat thereof recorded in Volume 284, Page 516, Deed Records, Brazos County, Texas.

Tract Two:

Lot One (1), Block One (1), Athletic Complex, City of College Station, according to the plat thereof recorded in Volume 1140, Page 497, Official Records, Brazos County, Texas.

SAVE AND EXCEPT

All that certain tract or parcel of land lying and being situated in the Crawford Burnett League, Abstract No. 7, in College Station, Brazos County, Texas, being a part of Lot 1, Block 1, Athletic Complex according to plat of record in Volume 1140, Page 497, Official Records, Brazos County, Texas, being a strip of land lying along and adjoining the southwest line of Welsh Avenue and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the northwest right-of-way line of Harvey Mitchell Parkway from which the City of College Station GPS Monument No. 119 bears S 35° 51' 41" E - 315.56 feet;

THENCE N 31° 17' 52" W - 62.18 feet through the said Lot 1 to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the beginning of a tangent curve to the left (R=454.50');

THENCE continuing through said Lot 1 along an arc of said curve through a central angle of 14° 45' 39" (long chord bears N 38° 40' 41" W - 116.77') to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northwest corner of this tract;

THENCE N 43° 56' 29" E - 11.84 feet continuing through said Lot 1 to the northeast

corner of this tract in the southwest line of Welsh Avenue;

THENCE along the arc of a curve to the right (R=456.24') in the southwest line of Welsh Avenue through a central angle of 16° 35' 32" (long chord bears S 39° 32' 51" E - 131.66 feet) to the end of said curve from which a 5/8" iron rod with plastic cap stamped "Kerr RPLS 4502" was found S 85° E - 0.57 feet;

THENCE S 31° 15' 05" E - 50.72 feet along the southwest line of Welsh Avenue to the intersection of the southwest line of Welsh Avenue and the northwest right-of-way line of Harvey Mitchell Parkway from which a 5/8" iron rod with plastic cap stamped "Kerr RPLS 4502" was found S 61° E - 1.06';

THENCE S 58° 47' 06" W - 15.30 feet along the northwest right-of-way line of Harvey Mitchell Parkway to the POINT OF BEGINNING and containing 2,567 square feet of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes.

And that our records reflect that the following is a true and correct list of documents affecting title to the real property described supra between the dates of **September 16, 2025** and **February 2, 2025**:

Nothing found of record.

This certificate is issued with the express understanding, evidenced by the acceptance of same that the undersigned does not undertake to give or express any opinion as to the validity of the title to the property above, but is simply reporting briefly herein as to the instruments listed above found of record pertaining to said property, and it is expressly understood and agreed that this Certificate is neither a guaranty nor warranty of the title. By acceptance of this Certificate it is understood that the liability of the issuer hereof is expressly limited to the actual monetary consideration paid for same. We have not made any examination as to property taxes, tax suits, special assessments or conflicts.

University Title Company

By:  _____

GF No.: **2503894CS**
Effective Date: **June 3, 2025**

NOTHING FURTHER CERTIFICATE

STATE OF TEXAS
COUNTY OF Brazos

THIS IS TO CERTIFY: That we have examined the records of the County Clerk of Brazos County, Texas as they are reflected in the geographically indexed title plant of University Title Company as to the following property, to-wit:

Tract One:

Tract One (1), Revised Southwood Section Five, City of College Station, according to the plat thereof recorded in Volume 284, Page 516, Deed Records, Brazos County, Texas.

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THENCE N 31° 17' 52" W - 62.18 feet through the said Lot 1 to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the beginning of a tangent curve to the left (R=454.50');

THENCE continuing through said Lot 1 along an arc of said curve through a central angle of 14° 45' 39" (long chord bears N 38° 40' 41" W - 116.77') to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northwest corner of this tract;

THENCE N 43° 56' 29" E - 11.84 feet continuing through said Lot 1 to the northeast corner

of this tract in the southwest line of Welsh Avenue;

THENCE along the arc of a curve to the right (R=456.24') in the southwest line of Welsh Avenue through a central angle of 16° 35' 32" (long chord bears S 39° 32' 51" E - 131.66 feet) to the end of said curve from which a 5/8" iron rod with plastic cap stamped "Kerr RPLS 4502" was found S 85° E - 0.57 feet;

THENCE S 31° 15' 05" E - 50.72 feet along the southwest line of Welsh Avenue to the intersection of the southwest line of Welsh Avenue and the northwest right-of-way line of Harvey Mitchell Parkway from which a 5/8" iron rod with plastic cap stamped "Kerr RPLS 4502" was found S 61° E - 1.06';

THENCE S 58° 47' 06" W - 15.30 feet along the northwest right-of-way line of Harvey Mitchell Parkway to the **POINT OF BEGINNING** and containing 2,567 square feet of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes.

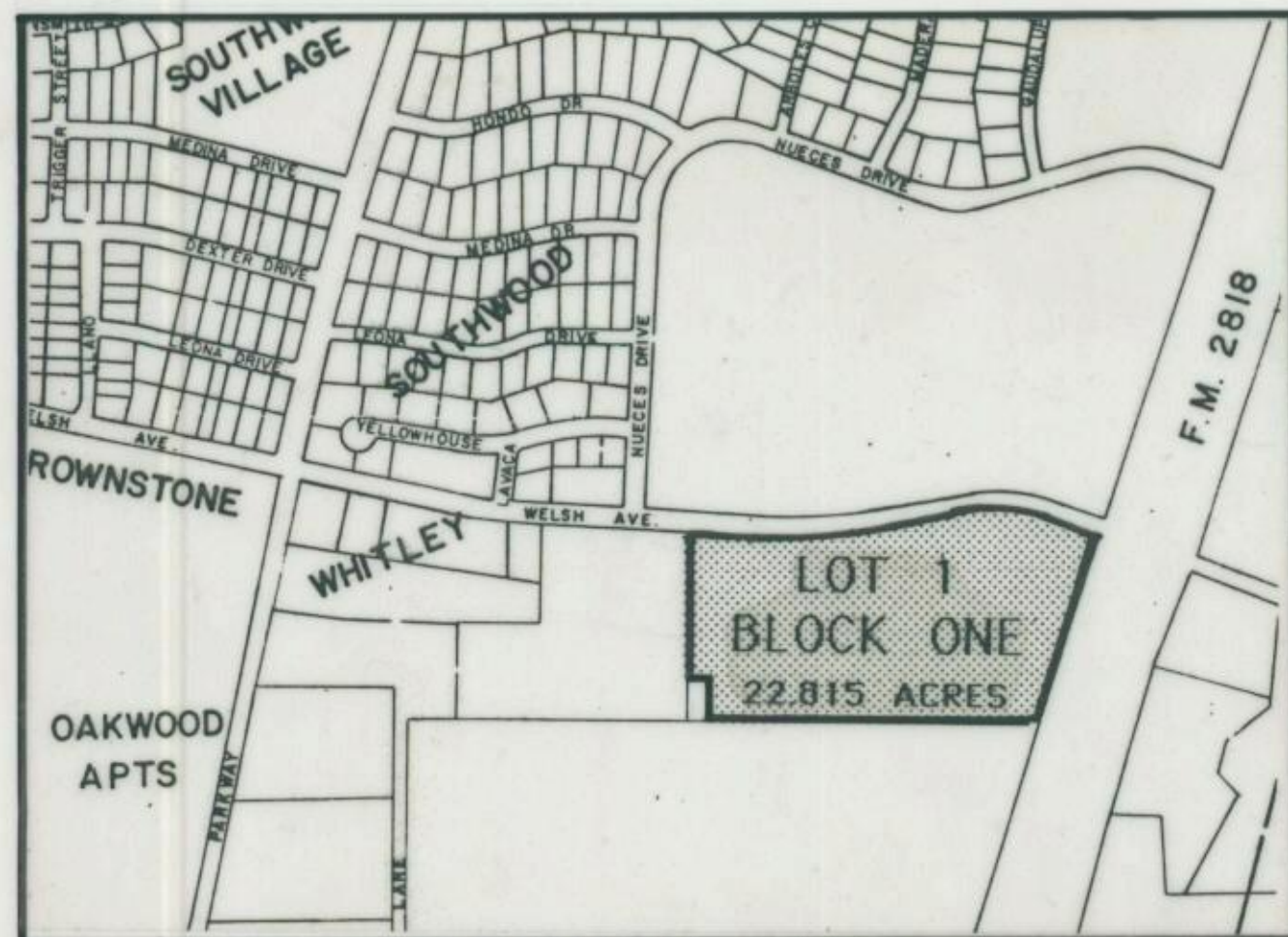
And that our records reflect that the following is a true and correct list of documents affecting title to the real property described supra between the dates of **February 2, 2025** and **June 3, 2025**:

Nothing found of record.

This certificate is issued with the express understanding, evidenced by the acceptance of same that the undersigned does not undertake to give or express any opinion as to the validity of the title to the property above, but is simply reporting briefly herein as to the instruments listed above found of record pertaining to said property, and it is expressly understood and agreed that this Certificate is neither a guaranty nor warranty of the title. By acceptance of this Certificate it is understood that the liability of the issuer hereof is expressly limited to the actual monetary consideration paid for same. We have not made any examination as to property taxes, tax suits, special assessments or conflicts.

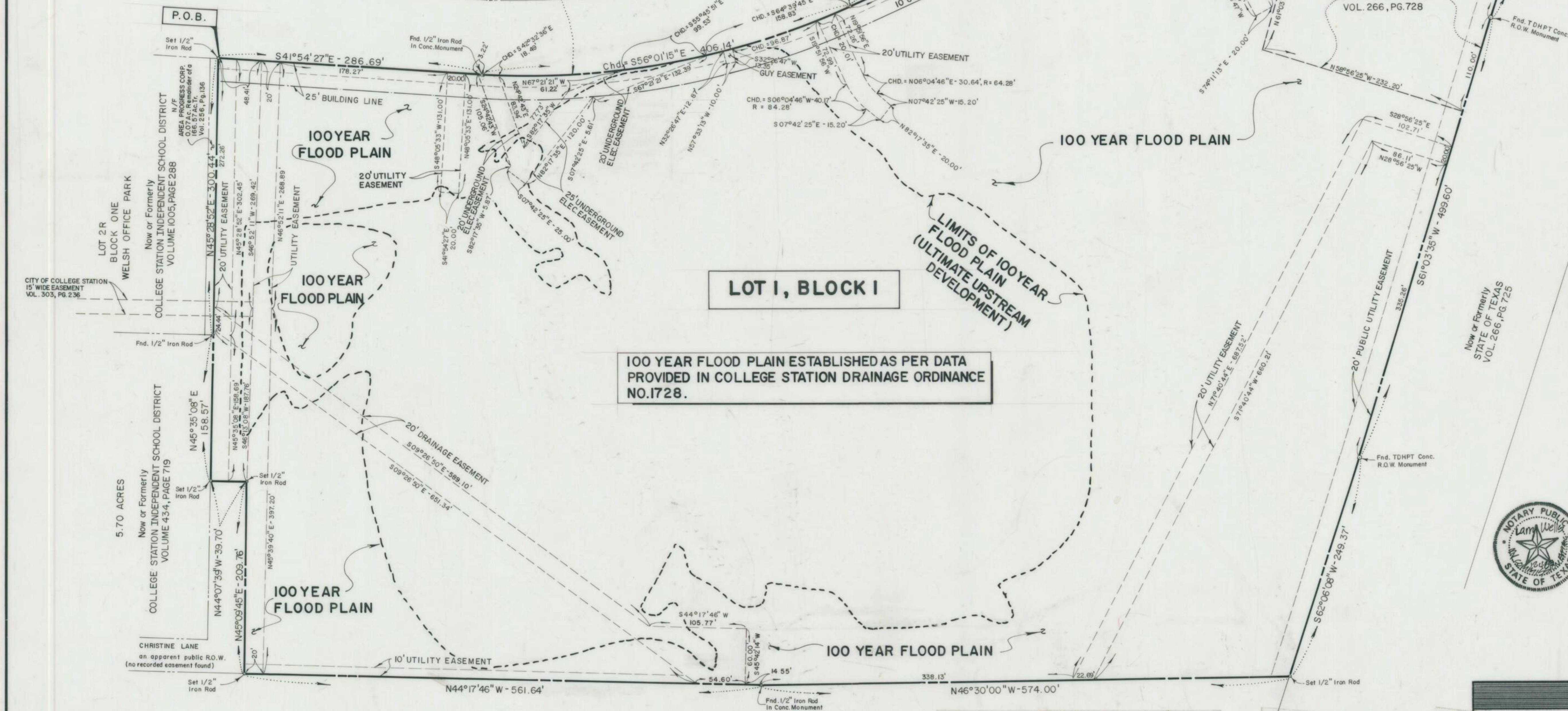
University Title Company


By: _____



VICINITY MAP

Not to Scale



LOT 1, BLOCK 1

100 YEAR FLOOD PLAIN ESTABLISHED AS PER DATA PROVIDED IN COLLEGE STATION DRAINAGE ORDINANCE NO. 1728.

Now or Formerly
EDEL G. JONES et al
VOLUME 219, PAGE 383

CERTIFICATE OF CITY ENGINEER

I, David J. Pullen, P.E., City Engineer of the City of College Station, Texas, hereby certify that this subdivision plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

APPROVAL OF CITY COUNCIL

I, Larry Ringer, Mayor of the City of College Station, Texas, hereby certify that this plat was duly approved by the City Council on the 14th day of January, 1989.

Attest: *David Jones*
Mayor

APPROVAL OF PLANNING AND ZONING COMMISSION

I, George B. Dresser, Chairman of the Planning and Zoning Commission of the City of College Station, Texas, hereby certify that this plat was duly approved by the Commission on the 14th day of January, 1989.

Attest: *George B. Dresser*
Chairman

FILED FOR RECORD
DATE 1-15-89
AT 2:30 O'CLOCK P.M.
FRANK BORISKIE
BRAZOS COUNTY CLERK
By *John McCreary*

433114

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I (We) *College Station Independent School District* owner (s) and developer (s) of the land shown on this plat, and designated herein as the *Athletic Complex* Subdivision to the City of College Station, Texas, and whose name (s) is / are subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, easements and public places thereon shown for the purpose and consideration therein expressed.

David R. Brewer
Owner (s) *Attest: Superintendent of Finance*
College Station Independent School District

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared

David R. Brewer

known to me to be the person (s) whose name (s) is / are subscribed to the foregoing instruments, and acknowledged to me that he / they executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this the 14 day of January, 1989.

Larry Wells

Notary Public, Brazos County, Texas

My commission expires: 12/14/89



A FINAL PLAT OF

THE
ATHLETIC COMPLEX

A 22.815 ACRE TRACT
CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1" = 60'

JANUARY, 1989

PREPARED FOR:
COLLEGE STATION INDEPENDENT
SCHOOL DISTRICT
100 ANDERSON
COLLEGE STATION, TEXAS 77840
PHONE: DR. DAVID BREWER
764-5409

PREPARED BY:
MUNICIPAL DEVELOPMENT GROUP
203 HOLLEMAN DRIVE, EAST
COLLEGE STATION, TEXAS 77840
PHONE: 693-5359

STATE OF TEXAS
COUNTY OF BRAZOS

I, Frank Boriskie, County Clerk to and for the said county, do certify that this plat together with its certificate of authentication was filed for record in my office the 14th day of January, 1989, in the Official Records of Brazos County, Volume 433, Page 114.

County Clerk
Brazos County, Texas

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF BRAZOS

I, Mark R. Paulson, Registered Public Surveyor No. 2099 in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property, and that property markers and monuments were placed under my supervision on the ground.

Mark R. Paulson
Mark R. Paulson
Registered Public Surveyor No. 2099



LOCATION MAP

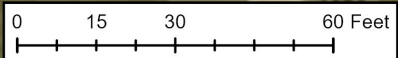


Lot:

WELSH AVENUE

PORTION OF 20' WIDE UTILITY
EASEMENT TO BE ABANDONED
0.031 ACRES

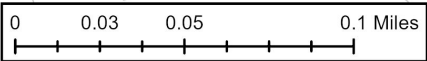
Lot:



VICINITY MAP



**ABANDONMENT OF PORTION OF
20' WIDE UTILITY EASEMENT**



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.031 ACRE PORTION OF THE 20-FT WIDE PUBLIC UTILITY EASEMENT, SAID PORTION LYING OVER, ACROSS, AND UPON LOT 1, BLOCK 1, OF THE ATHLETIC COMPLEX SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 1140, PAGE 497 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.031 acre portion of the 20-ft Wide Public Utility Easement, said portion lying over, across, and upon Lot 1, Block 1, of the Athletic Complex Subdivision, according to the plat recorded in Volume 1140, Page 497, of the Official Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Easement”); and

WHEREAS, in order for the Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Utility Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Easement.
3. There is no anticipated future public need or use for the Easement.
4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easement as described in **Exhibit “A”** be abandoned and vacated by the City.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

**Exhibit A****FIELD NOTES DESCRIPTION****OF A****0.031 ACRE PORTION OF****AN EXISTING 20' WIDE UTILITY EASEMENT****CRAWFORD BURNETT LEAGUE SURVEY, ABSTRACT 7****COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF A 0.031 ACRE TRACT IN THE CRAWFORD BURNETT LEAGUE SURVEY, ABSTRACT 7, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF AN EXISTING 20' WIDE UTILITY EASEMENT OVER, ACROSS AND UPON LOT 1, BLOCK 1 OF THE ATHLETIC COMPLEX [SUBDIVISION] FILED IN VOLUME 1140, PAGE 497 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID 0.031 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point in the northeast line of said Lot 1, same being the southwest line of Welsh Avenue (an 80' wide right-of-way, 284/516 DRBCT), at the north corner of an existing 20' utility easement dedicated by said plat (1140/497 ORBCT), from which the north corner of said Lot 1 bears N 45° 20' 51" W, a distance of 246.49 feet, from which a ½-inch iron rod with cap "TAGGART" bears N 45° 20' 51" W, a distance of 0.76 feet, and a point of curvature in the southwest line of Welsh Avenue bears S 45° 20' 51" E, a distance of 39.97 feet;

THENCE, crossing said Lot 1 with the northwest line of said existing easement, **S 44° 45' 06" W**, for a distance of **46.64 feet** to a point for the **POINT OF BEGINNING** hereof, from which the City of College Station monument C594-220 bears N 15° 21' 35" W, a distance of 3,610.55 feet;

THENCE, continuing across said Lot 1, severing said existing easement, **N 89° 20' 06" E**, for a distance of **28.49 feet** to a point in the southeast line of said easement for the east corner hereof;

THENCE, continuing across said Lot 1 with the southeast line of said existing easement, **S 44° 45' 06" W**, for a distance of **96.20 feet** to a point for the south corner hereof;

THENCE, continuing across said Lot 1, severing said existing easement, **N 00° 14' 54" W**, for a distance of **28.28 feet** to a point in the northwest line of said easement for the northwest corner hereof;

Exhibit A

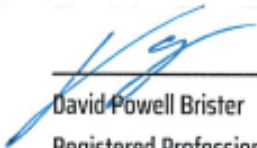
THENCE, continuing across said Lot 1 with the northwest line of said existing easement, **N 44° 45' 06" E**, for a distance of **20.19 feet** to a point for corner;

THENCE, continuing across said Lot 1, through said existing easement, the following three (3) courses and distances:

- 1) **S 45° 04' 00" E**, a distance of **11.39 feet** to a point;
- 2) **N 44° 45' 06" E**, a distance of **15.00 feet** to a point;
- 3) **N 45° 39' 13" W**, a distance of **11.39 feet** to a point in the northwest line of said existing easement;

THENCE, continuing across said Lot 1 with the northwest line of said existing easement, **N 44° 45' 06" E**, for a distance of **20.83 feet** to the **POINT OF BEGINNING** hereof and containing **0.031 of an acre**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared June 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000104840990481 (calculated using GEOID12B). Reference drawing: 25-0738-Exhibit.


David Powell Brister

6/27/25

Registered Professional Land Surveyor No. 6537



KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

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Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

25-0738_ABANDON PUE.docx

2 | Page



October 9, 2025
Item No. 9.2.
Change of Use for Sanitary Sewer Lines

Sponsor: Gillian Sitler

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on a resolution authorizing the change in use of certain parkland property for sanitary sewer lines within certain College Station parkland sections known as the Memorial Cemetery of College Station, generally located southwest of Harvey Mitchell Parkway and northwest of Raymond Stozer Parkway to serve property located within the College Station city limits, but also within the Certificate of Convenience and Necessity service area for City of Bryan sanitary sewer system; plus the Council's determination that the use of parkland property is allowable and that no other feasible or prudent alternative exists for the sanitary sewer lines for the project, and that all reasonable planning measures have been taken to minimize the harm to such parkland.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of this item.

Summary: Unplatted property within the City of College Station addressed at 3735 F&B Road is looking to develop a commercial site generally located at the southern corner of the intersection of Harvey Mitchell Parkway South and F&B Road. In order to develop, the tract must be platted and meet all City of College Station requirements for platting set forth in the Unified Development Ordinance. This includes ensuring that there is adequate sanitary sewer access to the new lots. While the subject tract is located within College Station City Limits, as a part of a larger agreement between the two cities, it was transferred over to the City of Bryan's Certificate of Convenience and Necessity (CCN) service area for sanitary sewer. The nature of this agreement, topography in the area, and existing infrastructure make it such that an extension along the northwestern edge of city-owned parkland property, known as the Memorial Cemetery of College Station, is proposed.

In addition, the establishment of sewer lines at this location is a necessary step towards the long-term goal of taking College Station's Valley Park Lift Station offline and sending sewer flow into this new City of Bryan sewer line section, pursuant to the Interlocal Agreement (ILA) entered into between the City of College Station and the City of Bryan in late 2024.

The proposed extension is approximately 671 feet in length within and along the northwestern property line of the city-owned parkland. To build the project, City of Bryan Sanitary Sewer Easements and Temporary Construction Easements have already been granted and this change in use of the parkland property is needed to move forward with construction of the sewer lines.

It is anticipated that the approval of the change in use will not have any potential negative impacts on the park or its operations. The extension may also provide sanitary sewer access to other tracts in the area that are also within College Station City Limits, but within the City of Bryan's sanitary sewer CCN. No other feasible or prudent alternative for the sewer lines exist for the project and all

reasonable planning measures have been taken to minimize potential harm to the park.

Utilization of parkland for the sewer lines and extension is considered a use or taking of protected land in the Texas Parks and Wildlife Code. Chapter 26.001: PROTECTED LAND; NOTICE OF TAKING (a) states:

"A department, agency, political subdivision, county, or municipality of this state may not approve any program or project that requires the use or taking of any public land designated and used prior to the arrangement of the program or project as a park, recreation area, scientific area, wildlife refuge, or historic site, unless the department, agency, political subdivision, county, or municipality, acting through its duly authorized governing body or officer determines that:

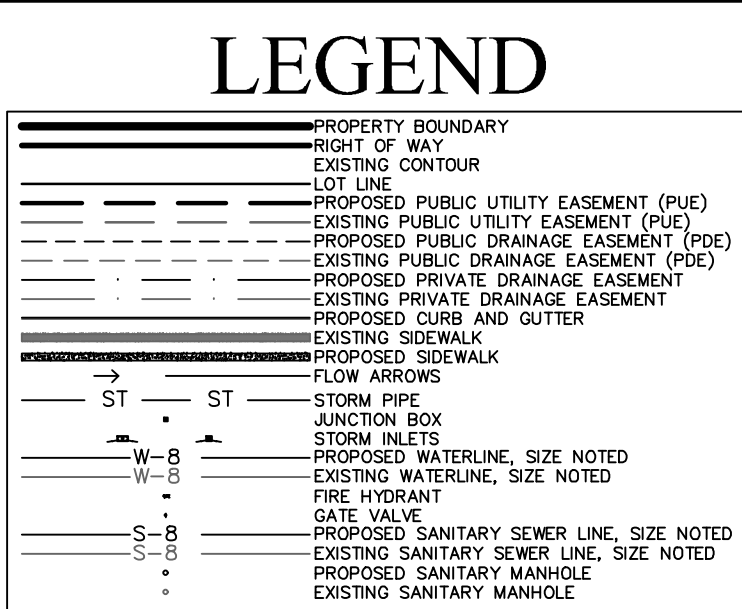
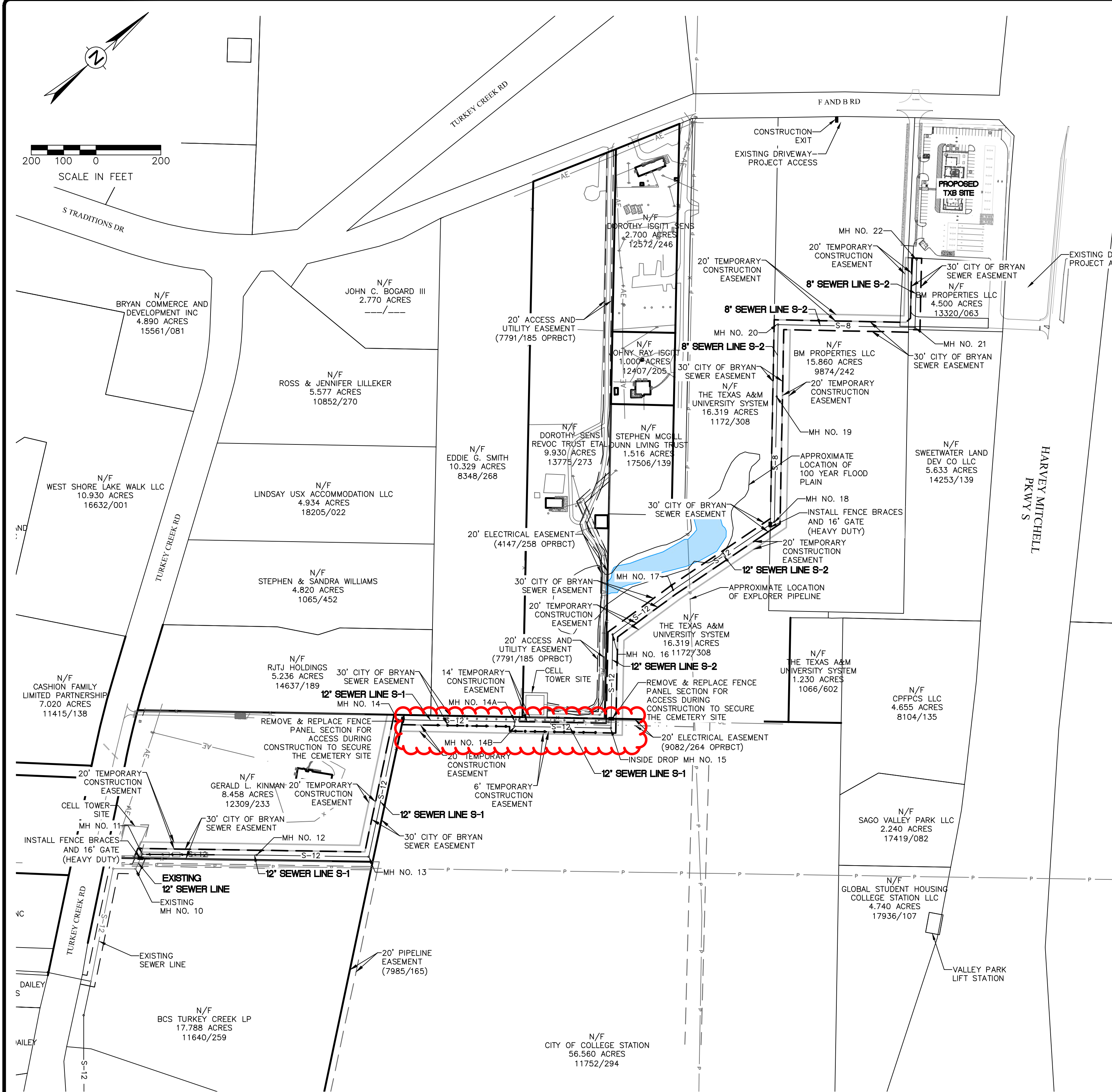
- (1) there is no feasible and prudent alternative to the use or taking of such land; and
- (2) the program or project includes all reasonable planning to minimize harm to the land, as a park, recreation area, scientific area, wildlife refuge, or historic site, resulting from the use or taking."

This item has been noticed and advertised in the local newspaper and was also heard at the September 9th, 2025 Parks and Recreation Advisory Board and received a unanimous vote to recommend approval of this request.

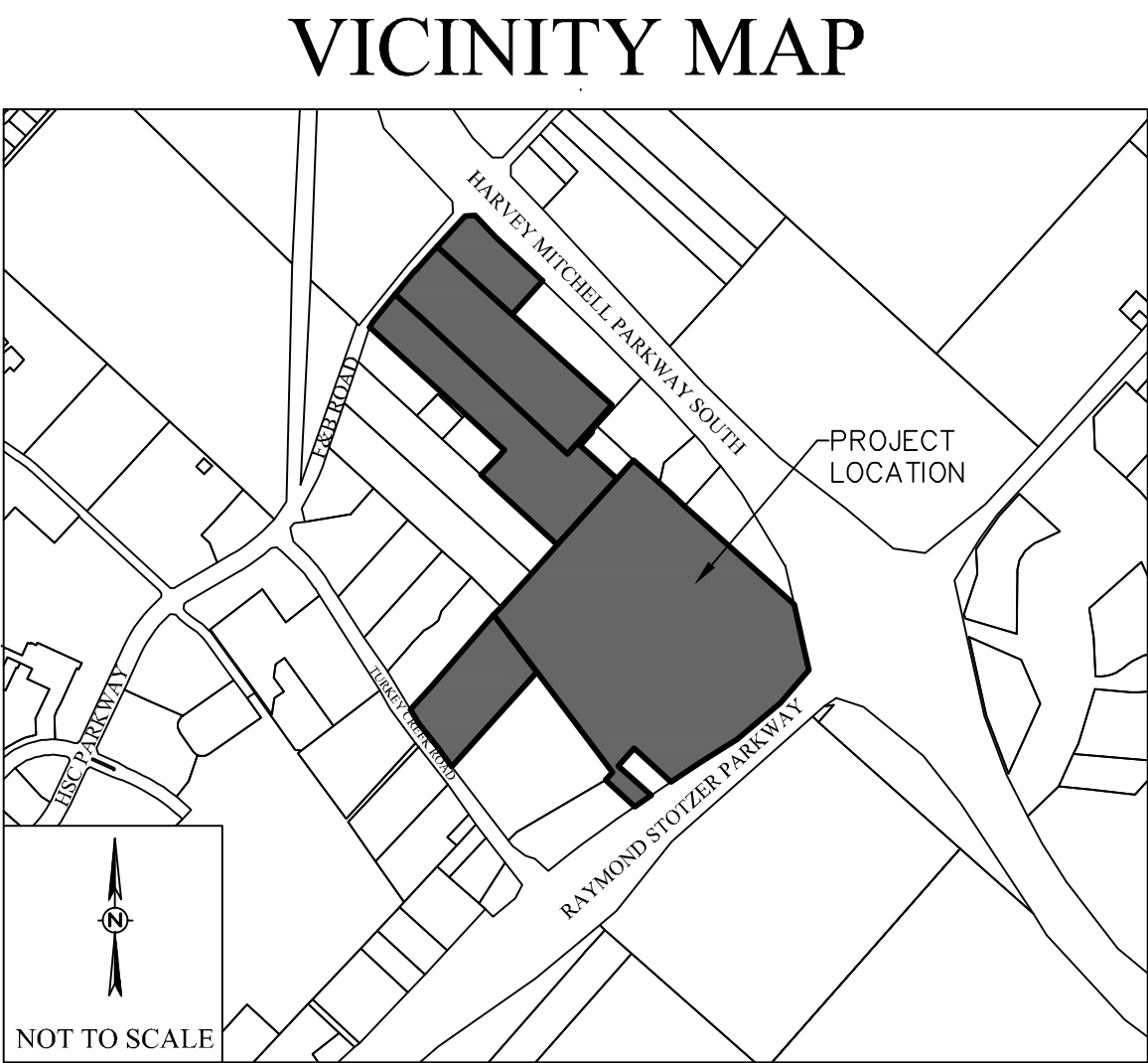
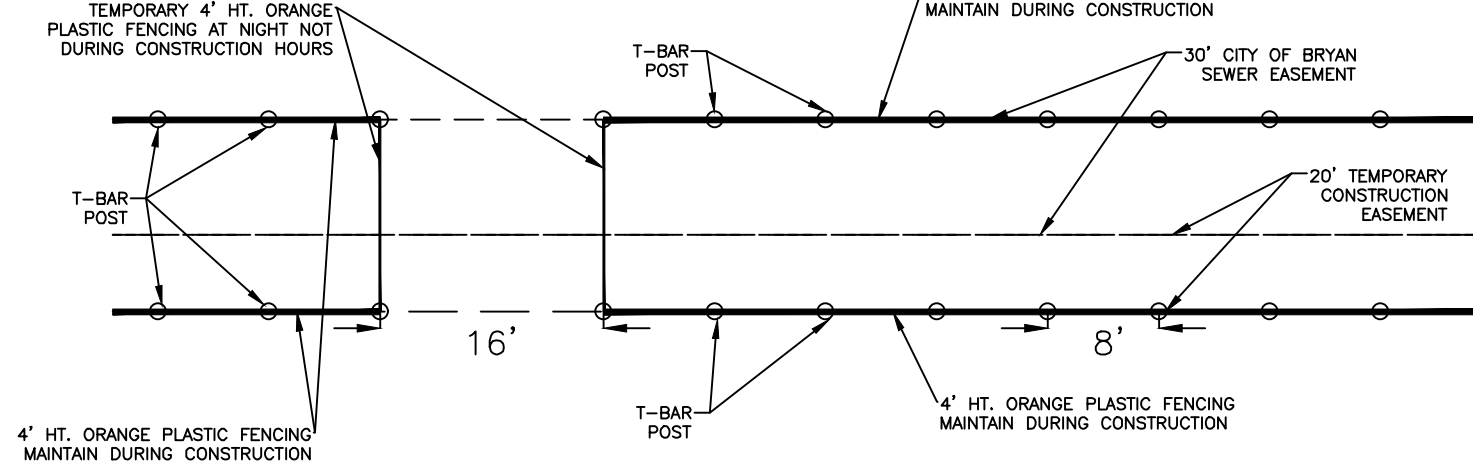
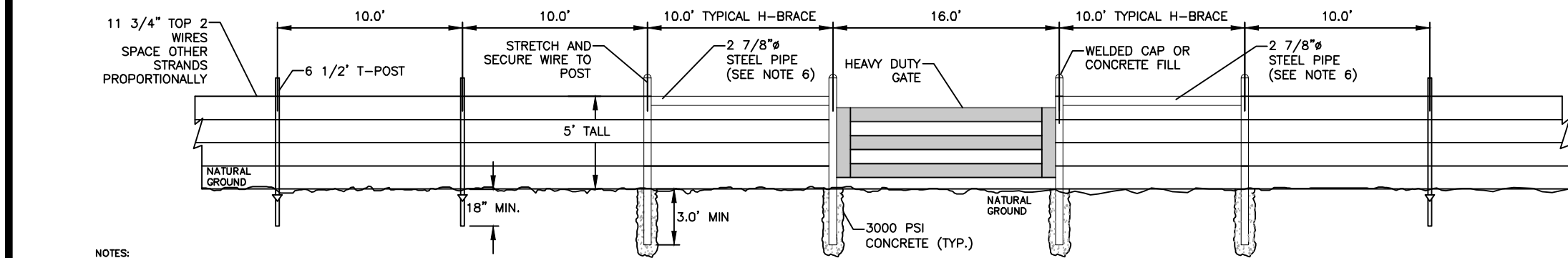
Budget & Financial Summary: N/A

Attachments:

1. Project Map
2. Resolution - Change in Use of Parkland Property_v10-1-2025
3. 25300166 Utility & Sewer ILA 2024_COCS_COB



- CONSTRUCTION NOTES:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATION OF ALL EXISTING UNDERGROUND UTILITIES. NOTIFICATION OF THE UTILITY COMPANIES 48 HOURS IN ADVANCE OF CONSTRUCTION IS REQUIRED.
DIG TESS: (800) 344-8377
ATMOS ENERGY: (979) 774-2506
SUDDEN LINK COMMUNICATIONS: (979) 595-2429
FRONTIER COMMUNICATIONS: (979) 821-4783
CITY OF BRYAN WATER SERVICES: (979) 209-5900
 2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO USE WHATEVER MEANS NECESSARY TO MINIMIZE EROSION AND PREVENT SEDIMENT FROM LEAVING THE PROJECT SITE. THIS INCLUDES THE INSTALLATION OF A CONSTRUCTION EXIT AND SILT FENCE AS NECESSARY.
 3. THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING AND MAINTAINING THE EROSION AND SEDIMENT CONTROL DEVICES. INSPECTIONS SHALL BE DONE EVERY 14 DAYS AND AFTER EVERY RAINFALL EVENT OF 1/2" OR MORE. THE CONTRACTOR SHALL REMOVE ALL MUD DEPOSITED ON THE ADJACENT STREETS AS A RESULT OF THE CONSTRUCTION OF THIS PROJECT.
 4. THE CONTRACTOR IS REQUIRED TO MAINTAIN THE TPDES GENERAL PERMIT NO. TXR 150000 REQUIREMENTS FOR CONSTRUCTION SITES.
 5. ALL AREAS WHERE EXISTING VEGETATION AND GRASS COVER HAVE BEEN DISTURBED BY CONSTRUCTION SHALL BE ADEQUATELY BLOCK SODDED OR HYDROMULCHED, AND WATERED UNTIL GROWTH IS ESTABLISHED. IN DEVELOPED AREAS WHERE GRASS IS PRESENT, BLOCK SOD WILL BE REQUIRED. BARED AREAS SHALL BE SEEDED OR SODDED WITHIN 14 CALENDAR DAYS OF LAST DISTURBANCE.
 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2024 CITY OF BRYAN/COLLEGE STATION STANDARD SPECIFICATIONS AND DETAILS FOR WATER, SEWER, STREETS AND DRAINAGE. ALL CONSTRUCTION SHALL BE COORDINATED WITH THE CITY ENGINEER'S OFFICE.
 7. THE CONSTRUCTION SHALL COMPLY WITH OSHA STANDARD 29 CFR PART 1926 SUBPART P FOR TRENCH SAFETY REQUIREMENTS.
 8. THE CONTRACTOR SHALL REMOVE THE EROSION CONTROL MEASURES ONCE GRASS IS ESTABLISHED.
 9. INLET PROTECTION TO BE INSTALLED AT ALL PROPOSED AND EXISTING INLETS ADJACENT TO THE PROJECT SITE.
 10. THE CONTRACTOR SHALL REMOVE THE EXISTING TOPSOIL AND STOCKPILE FOR REUSE FROM ALL AREAS OF CONSTRUCTION. THIS INCLUDES THE PROPOSED LOT AREAS WHICH WILL RECEIVE FILL MATERIAL. THE CONTRACTOR SHALL NOTIFY THE ENGINEER ONCE TOPSOIL HAS BEEN REMOVED FROM AN AREA FOR THE ENGINEER TO APPROVE THE CONTRACTOR TO BEGIN EXCAVATION OR FILL PLACEMENT.
 11. TOPSOIL REPLACEMENT IS REQUIRED TO A MINIMUM DEPTH OF 3" IN ALL RIGHT OF WAY AND EASEMENT AREAS AND A DEPTH OF 4" IN THE DETENTION POND AREAS. CONTRACTOR WILL UTILIZE EXISTING TOPSOIL FROM THE SITE, NO IMPORT OF TOPSOIL IS REQUIRED.
 12. THE CONTRACTOR MAY OBTAIN AN ELECTRONIC COPY OF THESE PLANS FOR CONSTRUCTION PURPOSES. THE ELECTRONIC FILE AND INFORMATION GENERATED, BY SCHULTZ ENGINEERING, LLC (SE), FOR THIS PROJECT IS CONSIDERED BY SE TO BE CONFIDENTIAL. WHEN ISSUED, ITS USE IS INTENDED SOLELY FOR THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED. PERMISSION IS NOT GRANTED TO THE RECIPIENT FOR DISTRIBUTION OF THESE DOCUMENTS IN ANY FORM OR FASHION. THE RECIPIENT UNDERSTANDS THAT THIS DATA IS AUTHORIZED "AS IS" WITHOUT ANY WARRANTY AS TO ITS PERFORMANCE, ACCURACY, FREEDOM FROM ERROR, OR AS TO ANY RESULTS GENERATED THROUGHOUT ITS USE. THE RECIPIENT ALSO UNDERSTANDS AND AGREES THAT UPON RELEASE OF SUCH DATA, IS NO LONGER RESPONSIBLE FOR THEIR USE OR MODIFICATION. THE USER AND RECIPIENT OF THE ELECTRONIC DATA ACCEPTS FULL RESPONSIBILITY AND LIABILITY FOR ANY CONSEQUENCES ARISING OUT OF THEIR USE.
 13. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY DISCREPANCIES IN THESE PLANS, DRAWINGS AND SPECIFICATIONS.
 14. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH ALL STATE AND FEDERAL REGULATIONS REGARDING CONSTRUCTION ACTIVITIES NEAR ENERGIZED OVERHEAD POWER LINES.
 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES OR SERVICE LINES THAT ARE CROSSED OR EXPOSED DURING CONSTRUCTION OPERATIONS. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN, OR DAMAGED, THE CONTRACTOR SHALL REPAIR OR REPLACE THE UTILITIES OR SERVICE LINE WITH THE SAME TYPE OF MATERIAL AND CONSTRUCTION OR BETTER. THIS MATERIAL AND WORK SHALL BE AT THE CONTRACTOR'S OWN EXPENSE.
 16. A COPY OF THE APPROVED CONSTRUCTION PLANS MUST BE KEPT ON SITE AT ALL TIMES THROUGHOUT THE ENTIRE CONSTRUCTION OF THE PROJECT. CONTRACTOR SHALL MAINTAIN A SET OF REDLINE DRAWINGS, RECORDING AS-BUILT CONDITIONS DURING CONSTRUCTION.
 17. ANY ADJACENT PROPERTY AND RIGHT-OF-WAY DISTURBED DURING CONSTRUCTION WILL BE RETURNED TO THEIR EXISTING CONDITION OR BETTER.
 18. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO EXISTING CONDITIONS OR BETTER.
 19. A MINIMUM OF 4' OF COVER MUST BE MAINTAINED FROM FINISHED GRADE TO TOP OF PIPELINE. ALL BURIED LINES CROSSING EXPLORER PIPELINE'S RIGHT OF WAY SHALL MAINTAIN A MINIMUM SEPARATION OF 24 INCHES BETWEEN THE TWO LINES. SIX INCH WIDE BURIAL WARNING TAPE MUST BE PLACED 12 TO 18 INCHES ABOVE SEWER AND WATER LINES WITHIN THE PIPELINE RIGHT OF WAY. AN EXPLORER PIPELINE REPRESENTATIVE MUST BE PRESENT DURING EXCAVATION WITHIN THE PIPELINE RIGHT OF WAY.



SCHULTZ Engineering, LLC 911 Southwest Pkwy E. College Station, Texas 77840 979.764.3900 TBP FIRM NO. 12327 THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JOSEPH P. SCHULTZ, P.E., LICENSE NO. 65889 AUGUST 04, 2025 ISSUED FOR BIDDING SEAL OF THE STATE OF TEXAS JOSEPH P. SCHULTZ 65889 AUGUST 04, 2025 JOSEPH P. SCHULTZ P.E. AUGUST 04, 2025					
SURVEYED	DESIGNED	DRAWN	APPROVED	JOB NO.	DATE
KERR	DLD	DLD	JPS	24-179	AUGUST 2025
MARK	REVISION	BY	2022-11-08		

SANITARY SEWER FOR TXB SITE
F&B ROAD & HARVEY MITCHELL PARKWAY
COLLEGE STATION, TX

OVERALL LAYOUT

SCALE	
VERTICAL	N/A
HORIZONTAL	1"=200'
PLOTTING SCALE:	1:1
FILE NAME:	24-179

SHEET	
1	
7	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE CHANGE IN USE OF PARKLAND PROPERTY FOR THE CONSTRUCTION OF SANITARY SEWER LINES WITHIN CERTAIN CITY OF COLLEGE STATION PARKLAND PROPERTY.

WHEREAS, the Texas Parks and Wildlife Code Chapter 26.001: PROTECTED LAND; NOTICE OF TAKING et. seq. establishes the requirements for the use or taking of land currently designated and used as a park, recreation area, scientific area, wildlife refuge, or historic site; and

WHEREAS, the pursuant to the Interlocal Agreement (ILA) between the City of College Station and the City of Bryan, and as a necessary step to taking the City of College Station Valley Park Lift Station offline, the City of Bryan is planning to construct sanitary sewer lines that will additionally provide access for sewer service to property located within the College Station city limits, generally located southwest of F&B Road; and

WHEREAS, certain portions of the sanitary sewer lines will need to run along the northern boundary of certain College Station parkland known as the Memorial Cemetery of College Station, generally located southwest of Harvey Mitchell Parkway and northwest of Raymond Stozer Parkway; and

WHEREAS, in compliance with statutory requirements recited above, public notice and a public hearing were held where all interested persons present who were entitled to speak did so speak; 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 of the City of College Station, Texas, hereby determines there is no feasible and prudent alternative to the use of part of the northern boundary of the Memorial Cemetery of College Station generally located southwest of Harvey Mitchell Parkway and northwest of Raymond Stozer Parkway in College Station for the installation of the sanitary sewer lines, as set forth in Exhibit "A" attached hereto.
- PART 3:** That the City Council of the City of College Station, Texas, hereby determines that the use of the parkland as described in this resolution includes all reasonable planning to minimize harm to the parkland.
- PART 4:** That, based upon the above, the City Council of the City of College Station, Texas, hereby approves the use of a portion of the Memorial Cemetery of College Station generally located southwest of Harvey Mitchell Parkway and northwest of

Raymond Stozer Parkway for the establishment of an area for the construction of the sanitary sewer lines, as set forth herein.

PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 2025.

ATTEST:

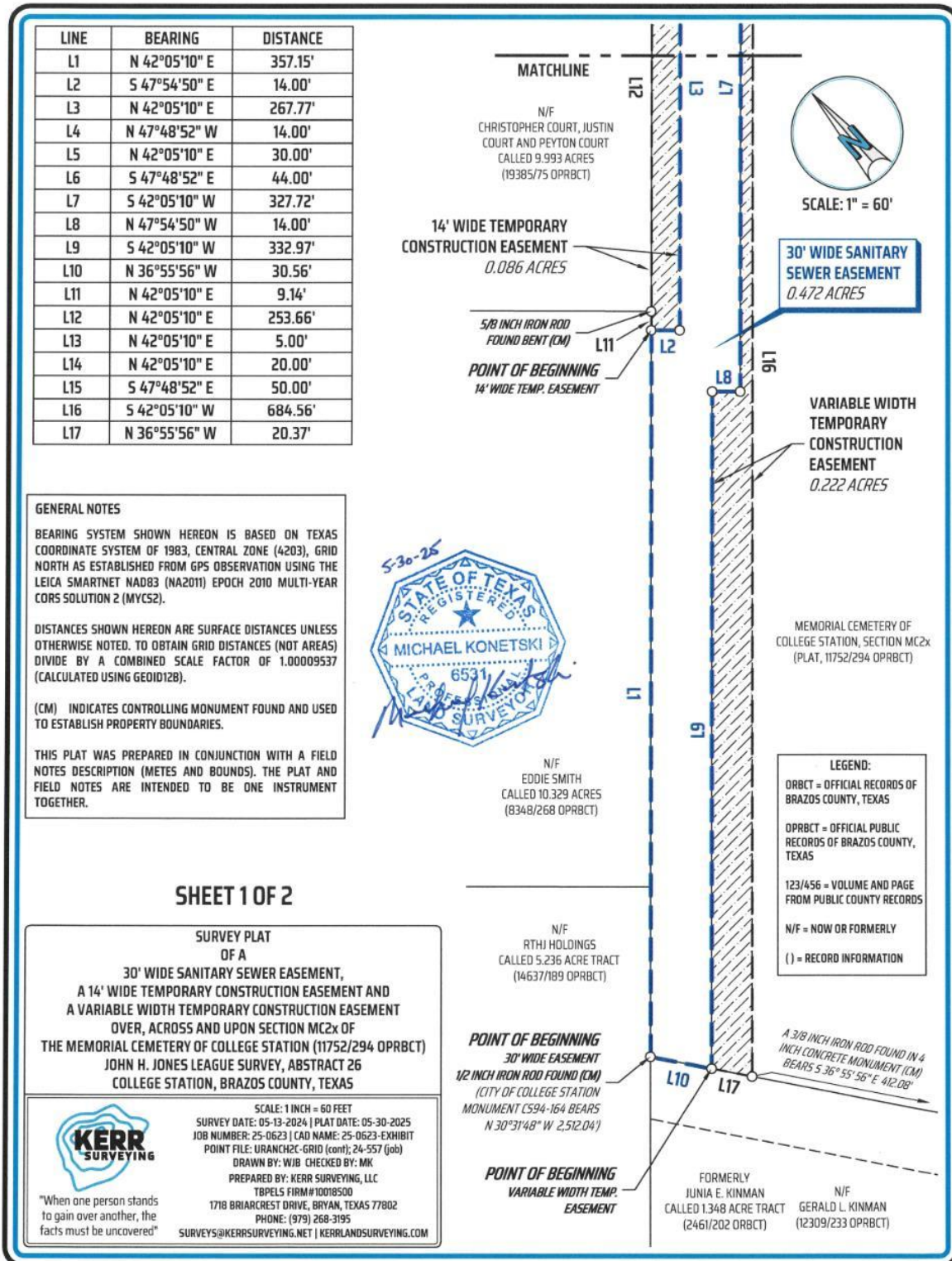
APPROVED:

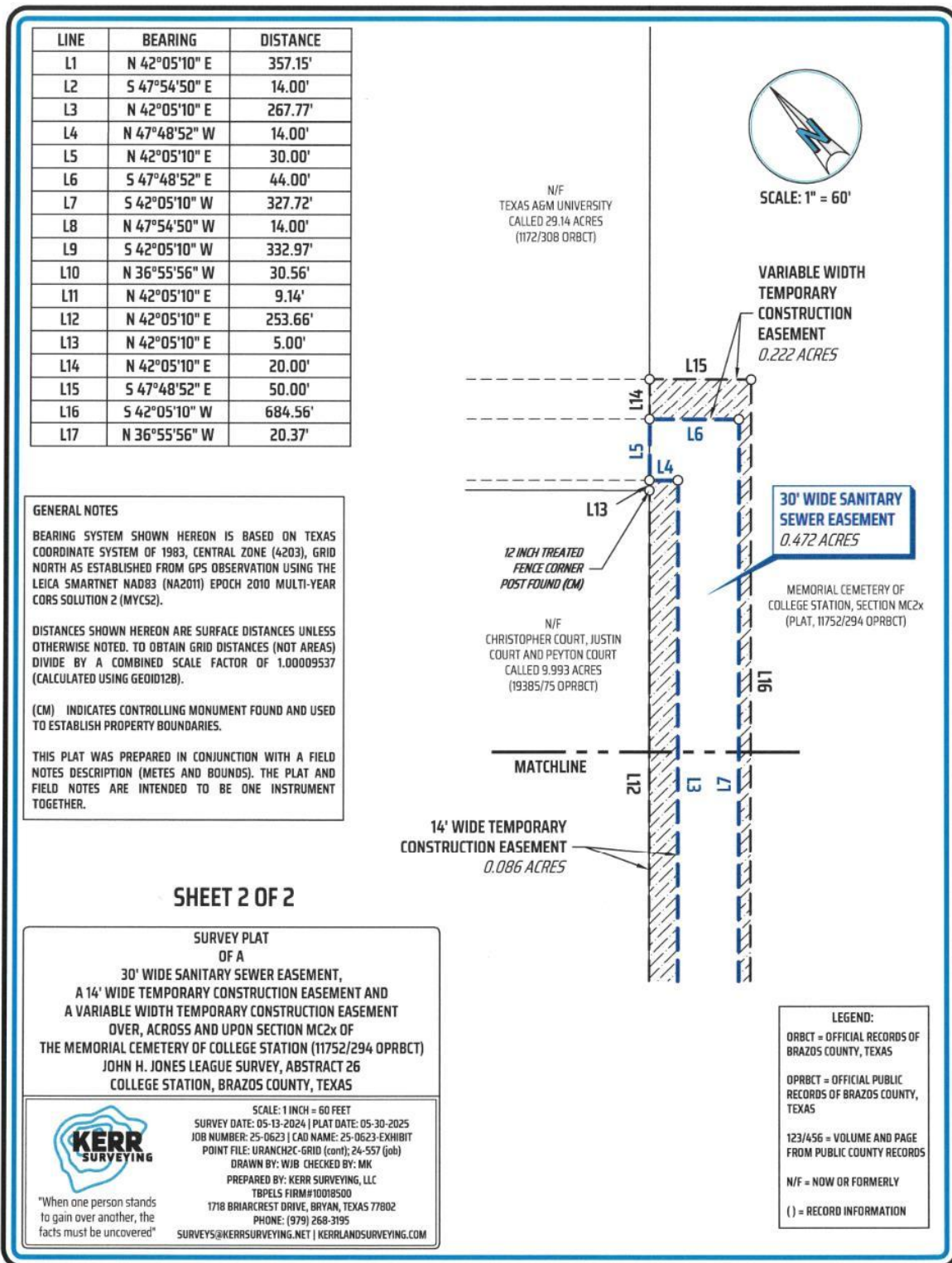
City Secretary

MAYOR

APPROVED:

City Attorney

EXHIBIT A





Sanitary Sewer Easement

FIELD NOTES DESCRIPTION
OF A
30' WIDE SANITARY SEWER EASEMENT
JOHN H. JONES LEAGUE SURVEY, ABSTRACT 26
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 30' WIDE SANITARY SEWER EASEMENT IN THE JOHN H. JONES LEAGUE SURVEY, ABSTRACT 26, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, OVER, ACROSS AND UPON SECTION MC2x OF THE MEMORIAL CEMETERY OF COLLEGE STATION FILED IN VOLUME 11752, PAGE 294 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the southeast line of a called 5.236 acre tract of land described in a deed to RTHJ Holdings recorded in Volume 14637, Page 189 (OPRBCT), at the north corner of a called 1.348 acre tract of land conveyed to Gerald Leon Kinman in Volume 12309, Page 233 (OPRBCT) as previously described in a deed to Junia E. Kinman recorded in Volume 2461, Page 202 of the Official Records of Brazos County, Texas (ORBCT) and the west corner of said Section MC2x, from which the City of College Station monument C594-164 bears N 30° 31' 48" W, a distance of 2,512.04 feet;

THENCE, with the northwest line of said Cemetery, N 42° 05' 10" E, for a distance of **357.15 feet** to a point, from which a 5/8 inch iron rod found bent at the east corner of a called 10.329 acre tract of land described in a deed to Eddie Smith recorded in Volume 8348, Page 268 (OPRBCT) and the south corner of a called 9.993 acre tract of land described in a deed to Christopher Court, Justin Court and Payton Court recorded in Volume 19385, Page 75 (OPRBCT) bears N 42° 05' 10" E, a distance of 9.14 feet;

THENCE, crossing said Cemetery tract, the following three (3) courses and distances:

- 1) S 47° 54' 50" E, a distance of **14.00 feet** to a point;
- 2) N 42° 05' 10" E, a distance of **267.77 feet** to a point; and
- 3) N 47° 48' 52" W, a distance of **14.00 feet** to a point in the common line of said Section MC2x and a called 29.14 acre tract of land described in a deed to Texas AGM University recorded in Volume 1172, Page 308 (ORBCT), from which a 12 inch fence corner post found at the common corner of said Texas AGM University tract and said Court tract bears S 42° 05' 10" W, a distance of 5.00 feet;

THENCE, with said common line, N 42° 05' 10" E, for a distance of **30.00 feet** to a point for the north corner hereof;

THENCE, crossing said Cemetery tract, the following four (4) courses and distances:

- 1) S 47° 48' 52" E, a distance of **44.00 feet** to a point;
- 2) S 42° 05' 10" W, a distance of **327.72 feet** to a point;
- 3) N 47° 54' 50" W, a distance of **14.00 feet** to a point; and
- 4) S 42° 05' 10" W, a distance of **332.97 feet** to a point in the common line of said Section MC2x and said Kinman tract, from which a 3/8 inch iron rod found in a 4 inch concrete monument, at the east corner of said Kinman tract, bears S 36° 55' 56" E, a distance of 432.45 feet;

THENCE, with said common line, N 36° 55' 56" W, for a distance of **30.56 feet** to the **POINT OF BEGINNING** hereof and containing 0.472 of an acre, more or less.

Surveyed on the ground May 2024 under my supervision. See plat prepared January 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00009537 (calculated using GEOID12B). Reference drawing: 25-0623-Exhibit.

Michael Konetski

5/30/25

Michael Konetski

Registered Professional Land Surveyor No. 6531



KERR
SURVEYING

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Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

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2 | Page



Temporary Easement

FIELD NOTES DESCRIPTION

OF A

14' WIDE TEMPORARY CONSTRUCTION EASEMENT

JOHN H. JONES LEAGUE SURVEY, ABSTRACT 26

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 14' WIDE TEMPORARY CONSTRUCTION EASEMENT IN THE JOHN H. JONES LEAGUE SURVEY, ABSTRACT 26, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, OVER, ACROSS AND UPON SECTION MC2x OF THE MEMORIAL CEMETERY OF COLLEGE STATION FILED IN VOLUME 11752, PAGE 294 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southeast line of a called 5.236 acre tract of land described in a deed to RTHJ Holdings recorded in Volume 14637, Page 189 (OPRBCT), at the north corner called 1.348 acre tract of land conveyed to Gerald Leon Kinman in Volume 12309, Page 233 (OPRBCT) as previously described in a deed to Junia E. Kinman recorded in Volume 2461, Page 202 of the Official Records of Brazos County, Texas (ORBCT) and the west corner of said Section MC2x;

THENCE, with the northwest line of said Cemetery, **N 42° 05' 10" E**, for a distance of **357.15 feet** to a point for the **POINT OF BEGINNING** hereof, from which the City of College Station monument CS94-164 bears N 38° 35' 43" W, a distance of 2,429.36 feet

THENCE, continuing with the northwest line of said Cemetery, **N 42° 05' 10" E**, for a distance of **9.14 feet** to a 5/8 inch iron rod found bent at the east corner of a called 10.329 acre tract of land described in a deed to Eddie Smith recorded in Volume 8348, Page 268 (OPRBCT) and the south corner of a called 9.993 acre tract of land described in a deed to Christopher Court, Justin Court and Payton Court recorded in Volume 19385, Page 75 (OPRBCT);

THENCE, with the common line of said Cemetery and said 9.993 acre tract, **N 42° 05' 10" E**, for a distance of **253.66 feet** to a 12 inch fence corner post found at the west corner of said 9.993 acre tract, same being the south corner of a called 29.14 acre tract of land described in a deed to Texas A&M University recorded in Volume 1172, Page 308 (ORBCT);

THENCE, with the common line of said Cemetery and said Texas A&M University tract, **N 42° 05' 10" E**, for a distance of **5.00 feet** to a point for the north corner hereof;

1 | Page

25-0623_Temp1.docx

THENCE, crossing said Cemetery tract, the following three (3) courses and distances:

- 1) **S 47° 48' 52" E**, a distance of **14.00 feet** to a point for the east corner hereof;
- 2) **S 42° 05' 10" W**, a distance of **267.77 feet** to a point for the south corner hereof; and
- 3) **N 47° 54' 50" W**, a distance of **14.00 feet** to the **POINT OF BEGINNING** hereof and containing 0.086 of an acre, more or less.

Surveyed on the ground May 2024 under my supervision. See plat prepared January 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00009537 (calculated using GEOID12B). Reference drawing: 24-557-5.

 5/30/25
Michael Konetski

Registered Professional Land Surveyor No. 6531



KERR
SURVEYING

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Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

2 | Page

25-0623_Temp1.docx



Temporary Easement

**FIELD NOTES DESCRIPTION
OF A
VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT
JOHN H. JONES LEAGUE SURVEY, ABSTRACT 26
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT IN THE JOHN H. JONES LEAGUE SURVEY, ABSTRACT 26, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, OVER, ACROSS AND UPON SECTION MC2x OF THE MEMORIAL CEMETERY OF COLLEGE STATION FILED IN VOLUME 11752, PAGE 294 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (ORBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the southeast line of a called 5.236 acre tract of land described in a deed to RTHJ Holdings recorded in Volume 14637, Page 189 (OPRBCT), at the north corner of a called 1.348 acre tract of land conveyed to Gerald Leon Kinman in Volume 12309, Page 233 (OPRBCT) as previously described in a deed to Junia E. Kinman recorded in Volume 2461, Page 202 of the Official Records of Brazos County, Texas (ORBCT) and the west corner of said Section MC2x;

THENCE, with the common line of said Cemetery and said Kinman Tract, **S 36° 55' 56" E**, for a distance of **30.56 feet** to a point for the **POINT OF BEGINNING** hereof, from which the City of College Station monument CS94-164 bears **N 30° 36' 25" W**, a distance of 2,542.41 feet;

THENCE, crossing said Cemetery tract, the following four (4) courses and distances:

- 1) **N 42° 05' 10" E**, a distance of **332.97 feet** to a point;
- 2) **S 47° 54' 50" E**, a distance of **14.00 feet** to a point;
- 3) **N 42° 05' 10" E**, a distance of **327.72 feet** to a point; and
- 4) **N 47° 48' 52" W**, a distance of **44.00 feet** to a point in the common line of said Section MC2x and a called 29.14 acre tract of land described in a deed to Texas A&M University recorded in Volume 1172, Page 308 (ORBCT), from which a 12 inch fence corner post found at the south corner of said 29.14 acre tract bears **S 42° 05' 10" W**, a distance of 35.00 feet

THENCE, with the common line of said Cemetery and said 29.14 acre tract, **N 42° 05' 10" E**, for a distance of **20.00 feet** to a point for the north corner hereof;

1 | Page

25-0623_Temp2.docx

THENCE, crossing said Cemetery tract, the following two (2) courses and distances:

- 1) **S 47° 48' 52" E**, a distance of **50.00 feet** to a point for the east corner hereof; and
- 2) **S 42° 05' 10" W**, a distance of **684.56 feet** to a point in the common line of said Cemetery and said Kinman tract for the south corner hereof, from which a 3/8 inch iron rod found in a 4 inch concrete monument, at the east corner of said Kinman tract, bears **S 36° 55' 56" E**, a distance of 412.08 feet;

THENCE, with said common line, **N 36° 55' 56" W**, for a distance of **20.37 feet** to the **POINT OF BEGINNING** hereof and containing 0.222 of an acre, more or less.

Surveyed on the ground May 2024 under my supervision. See plat prepared January 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00009537 (calculated using GEOID12B). Reference drawing: 24-557-5.

 5/30/25
Michael Konetski

Registered Professional Land Surveyor No. 6531



KERR
SURVEYING

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

**COLLEGE STATION AND BRYAN
UTILITY AND SEWER
INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT (the “ILA” or “Agreement”) is by and between the **CITY OF COLLEGE STATION**, a Texas Home Rule Municipal Corporation (“College Station”), and the **CITY OF BRYAN**, a Texas Home Rule Municipal Corporation (“Bryan”), collectively the “Parties” or “Cities”, each acting by and through their authorized agents.

WHEREAS, the Parties 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, Bryan and College Station desire to enter into an agreement for the use of certain existing Bryan public rights-of-way and certain limited portions of City of Bryan property located in the vicinity of Bryan’s Burton Creek Wastewater Treatment Plant as shown in **Exhibit A**, (“Wastewater Main Project”) as part of College Station’s Northeast Trunkline Project; and

WHEREAS, the Wastewater Main Project is necessary for College Station to transfer untreated wastewater from the Hensel Park Lift Station in College Station to College Station’s Carter Creek Wastewater Treatment Plant; and

WHEREAS, College Station will submit preliminary and final construction plans for the construction of the Wastewater Main Project for the portions located in Bryan, including plans for the horizontal and vertical alignment of the pipeline and construction details for the pipeline and necessary appurtenances, to Bryan for its review; and

WHEREAS, Bryan will review said preliminary and final construction plans and approve aspects of the plans related to the work in Bryan before construction; and

WHEREAS, the Parties agree that it is in the public interest that all permits, licenses, and easements required for the Wastewater Main Project be granted; and

WHEREAS, the Parties have negotiated a reasonable construction path and plan for parts of the Wastewater Main Project route that is in Bryan; and

WHEREAS, Bryan and College Station agree that this new Agreement does not amend, repeal or replace the Biocorridor ILA; and

WHEREAS, College Station’s Northeast Trunkline Project serves College Station sanitary sewer system customers; and

WHEREAS, Bryan and College Station agree to take certain actions to define the Northeast Trunkline Project route within Bryan’s city limits and in furtherance of Bryan City Council’s Resolution No. 4078, including College Station’s selection of a construction path and route, installation and ongoing maintenance for the Wastewater Main Project, College Station’s

expansion and continued operation of the Hensel Park Lift Station, and the potential transfer of certain Certificates of Convenience and Necessity ("CCNs") and infrastructure pursuant to this Agreement, and both parties acknowledge that such actions will create on-going financial obligations on behalf of both Bryan and College Station; and

WHEREAS, the Cities have determined that the actions and projects contemplated by this Agreement will promote the public health, safety and welfare of the residents of each City; and

WHEREAS, the Cities acknowledge that the actions and projects contemplated by this Agreement require on-going financial obligations for maintenance, repair, and replacement by both Cities.

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants made herein, the Parties agree as follows:

I. COLLEGE STATION WASTEWATER MAIN PROJECT SCOPE

1.1 Wastewater Main Scope. College Station, for the consideration described in this Agreement, desires to construct wastewater main pipelines associated with the Hensel Park Lift Station including vent stacks, manholes, open cut, tunneled, or bored sections, and all other wastewater main pipeline appurtenances necessary for operation and maintenance of the wastewater mains to be located within existing rights-of-way, easements, and real property within Bryan. The wastewater main's locations are shown on **Exhibit A**.

II. COLLEGE STATION WASTEWATER MAIN PROJECT

2.1 Consideration for Wastewater Main Project Route. In consideration of the covenants and promises from Bryan regarding the Valley Park Sewer Area, the East Side Sewer Area, and the West Side Sewer Area, and as further described below, and the sum of TEN AND NO/100 (\$10.00) DOLLARS, receipt of which is hereby acknowledged, College Station will construct the Wastewater Main Project down a path as generally shown in **Exhibit A**.

2.2 Consideration Granting Easements. In consideration of the covenants and promises, and the sum of TEN AND NO/100 (\$10.00) DOLLARS, receipt of which is hereby acknowledged, Bryan hereby grants to College Station the non-exclusive right, privilege, and easement to lay, construct, operate, repair and replace the Wastewater Main, along with any and all appurtenances thereto, and such additional pipes and/or appurtenances as are needed in the future along the same route incidental to the use, operation, maintenance (including increased capacity), or replacement of the Wastewater Main, including granting College Station any necessary temporary and permanent utility easements, permits, or licenses to perform work in Bryan within Bryan's public rights-of-way, easements, and real property where depicted as "Bryan City Limit Wastewater Main Project Area" as shown on **Exhibit A**.

2.3 Timing and No Interference with Utilities. College Station agrees to construct the Wastewater Main within a reasonable length of time and to maintain and operate the Wastewater

Main to not unreasonably interfere with existing utilities located within the Bryan or with the general public's reasonable use. College Station, at its sole cost, agrees to relocate any permanent utility facilities that must be relocated as a result of College Station's construction and installation of the Wastewater Main.

2.4 Relocation.

- a. Within the existing twenty-foot (20') wide easement and an adjoining, parallel twenty-foot (20') easement, along with a temporary twenty-foot (20') construction easement to be granted by this Agreement that crosses Bryan's Burton Creek Wastewater Treatment Plant property, public rights-of-way, easements, and real property, College Station shall not be required to alter, change, or relocate the Wastewater Main once it is complete and in place. If Bryan determines that relocation is necessary, due to public health and safety, then Bryan shall reimburse College Station for the design, land acquisition, and construction of such relocation. All plans that result in the alteration, change, or relocation of the Wastewater Main within Bryan's easements, and real property shall be reviewed and approved by College Station. No work shall commence until College Station has approved the proposed plans, which approval shall not be unreasonably withheld or delayed. In the event that College Station fails to reasonably review and comment within a reasonable time, it will be deemed to consent to any Bryan relocation.
- b. If Bryan shall require College Station to adapt or conform its facilities, or in any way or manner to alter, relocate, or change its property to enable any other Person to use, or to use with greater convenience, any right-of-way in which the Wastewater Main is located, College Station shall not be bound to make such changes until such other Person or entity shall reimburse or make satisfactory arrangements for reimbursement to College Station for any loss and expense caused by or arising out of such change. Bryan shall not be liable for third-party reimbursements owed to College Station from others.
- c. When College Station is required by Bryan to remove or relocate its facilities to accommodate public right-of-way improvements or improvements at Burton Creek Wastewater Treatment Plant property, if Bryan is obligated to reimburse College Station for such, and College Station is eligible under Federal, State, County or other local agencies or programs for reimbursement of costs and expenses incurred by College Station as a result of such removal or relocation and such reimbursement is required to be handled through College Station, Bryan's costs and expenses shall be included in any application by College Station for reimbursement.

2.5 Sewer Service. The permissions, rights, and easements granted to College Station for the Wastewater Main Project within Bryan's public rights-of-way, easements, and real property does not authorize College Station to serve any property in Bryan or along the Wastewater Main route, unless otherwise authorized in writing by both parties or as authorized in a validly issued wastewater Certificate of Convenience and Necessity ("CCN"). By authorizing this Agreement,

Bryan agrees to abstain from connecting its wastewater system directly to the Wastewater Main, unless done in a subsequent agreement with the appropriate approvals.

2.6 Line Abandonment. College Station agrees to notify Bryan in the event it wishes to abandon or partially abandon the Wastewater Main. Bryan agrees to notify College Station in the event it wishes to abandon any part of Bryan's public rights-of-way, easements, and real property along the Wastewater Main route. Said abandonment, however, will not require that College Station relocate the Wastewater Main unless Bryan agrees to pay, or otherwise arrange for the payment by a third party, for the design, land acquisition and reconstruction of the Wastewater Main relocation.

2.7 Repair to Surfaces and Infrastructure. College Station agrees to repair, patch or replace all Bryan rights-of-way surfaces, paved or unpaved, and BTU facilities within public rights-of-way, easements, and real property which may be cut or damaged during construction and installation of the Wastewater Main. College Station agrees that it will reasonably restore those rights-of-way cuts and BTU facilities to their original condition of such rights-of-way and BTU facilities as existed before construction and installation of the Wastewater Main. Notwithstanding anything herein to the contrary, all repairs and replacements of any pavement, curbs, sidewalks or other street appurtenances and BTU facilities within public rights-of-way, easements, and real property or any other area affected by construction, repair, maintenance, reconstruction, replacement or removal of the Wastewater Main or any of their related appurtenances shall be conducted in accordance with the then-current construction specifications for such public improvements adopted by Bryan and be completed within a commercially reasonable period of time following the completion of College Station's work on the Wastewater Main. College Station will coordinate and provide reasonable notice to Bryan. Bryan may require a traffic control plan to be submitted for review and comment before implementation.

2.8 Entering Wastewater Main Area. Bryan may enter and utilize its public rights-of-way, easements, and real property where the Wastewater Main is located at any time for the purpose of performing, installing, or maintaining improvements so long as it does not unreasonably interfere with College Station's use or maintenance of the Wastewater Main. Bryan agrees to provide notice before performing work, except in an emergency situation. Bryan will give College Station reasonable notice and opportunity to coordinate its work to prevent unnecessary damage or disruption of the Wastewater Main. Bryan's inquiry to Texas811 (or its successor) shall constitute reasonable notice. Bryan agrees to use reasonable efforts to not damage or disrupt the Wastewater Main.

2.9 Utility Crossings. Bryan will follow applicable laws, regulations and industry standards for its installation of any utility crossing, and for its approval of another's utility crossing, above or under the Wastewater Main in Bryan's public rights-of-way, easements, and real property. Bryan will notify College Station prior to such installation by Bryan or Bryan's approval of another entity's request for approval for a utility crossing.

III. VALLEY PARK SEWER AREA

3.1 Valley Park Lift Station Project. College Station's Valley Park lift station can be taken off-line once College Station transfers the CCN that covers the Valley Park lift station to Bryan and once the infrastructure connects the existing wastewater line to the Valley Park lift station into the City of Bryan wastewater service line. City of Bryan may participate in the amount not to exceed \$200,000.00 to this City of College Station project. This option may require amending certain current agreements between the two cities.

IV. WEST SIDE SEWER AREA

4.1 West Side Sewer Area. The Interlocal Cooperation and Joint Development Agreement dated December 15, 2011, with subsequent amendments dated December 31, 2012, and January 17, 2020 ("Biocorridor ILA") will continue to govern sewer service in the designated West Side Sewer Area as described in the Biocorridor ILA and as shown in **Exhibit B** ("Valley Park Sewer Area").

V. EAST SIDE SEWER AREA

5.1 East Side Sewer Project. Upon the completion of the City of Bryan's new east side wastewater treatment plant, City of Bryan is willing to provide service to City of College Station's two east side lift stations (Yaupon Trails Lift Station and the future Reveille Park Lift Station) serving areas north of Highway 30 roughly between Elmo Weedon Road and Cole Lane as shown on **Exhibit C** (the "Area"). The City of Bryan also is willing to accept responsibility for providing complete wastewater treatment in the Area, in Bryan's city limits and Bryan's extraterritorial jurisdiction (ETJ), if the Parties separately negotiate the transfer of the Certificates of Convenience and Necessity (CCN) and related infrastructure. Otherwise, the City of Bryan will treat wastewater flow from the two aforementioned lift stations at Bryan's then current wholesale rate, once the City of College Station, with cost participation from Bryan for segments within Bryan's CCN area, connects to the City of Bryan's service. If the property currently located at 1991 FM 158 and served by the City of College Station is subdivided and changes ownership at some point in the future, the "Area" will be expanded by moving the boundary line shown at Hunter's Hollow extending between Hicks Lane and Harvey Road to the new northeastern property line of the property located at 1991 FM 158.

VI. GENERAL TERMS

6.1 Term and Termination. The initial Agreement term is twenty (20) years. The Agreement will automatically renew for successive ten (10) year terms after the initial term.

6.2 Recitals Incorporated. The Recitals (whereas provisions) in this Agreement are acknowledged as true by both Parties and are hereby incorporated and made a part of this Agreement for all purposes.

6.3 Alternative Dispute Resolution. No suit shall be filed, nor a penalty be imposed, by a Party regarding a dispute arising under or related to this Agreement unless the Parties first attempt to submit the dispute to mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary stated in this Agreement, however, a Party may file suit solely for injunction or mandamus relief regarding an aforesaid dispute without first submitting that dispute to mediation. The mediation shall be held in Brazos County, Texas, within thirty (30) days of a Party sending notice to the other Party requesting mediation, unless otherwise agreed in writing by the Parties. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Aggie Dispute Resolution Program, Texas A&M University School of Law, 1515 Commerce Street, Fort Worth, Texas 76102-6509, (800) 733-9529.

6.4 Interlocal Cooperation Act. The Parties to this Agreement are local governments as defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the laws of the State of Texas. No separate legal entity is created by this Agreement.

6.5 Amendment. The terms and conditions of this Agreement may be amended upon written mutual consent of each governing body.

6.6 Hold Harmless and Immunity. To the extent permitted by the Constitution and the laws of the State of Texas, and subject to the limitations as to liability and damages in the Texas Tort Claims Act, and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents, and employees for any liability, loss, damages, claims, or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents, or employees, or as the result of its performance under this Agreement. Each Party remains solely responsible for any legal defense and any civil liability due to the acts or omission of each Party's employees. Notwithstanding any other terms in this Agreement, nothing is construed as a waiver of any legal defense or remedy of any nature to any claim against a Party. Notwithstanding any other provision of this Agreement, this Agreement shall be expressly subject to the governmental immunity of the Parties, Title 5 of Texas Civil Practice and Remedies Code, and all applicable federal and state law.

6.7 Source of Payment and Current Funds.

- a. Each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party or from funds otherwise lawfully available to the Party for use in the payment of the Party's obligations as set forth in this Agreement. If any Party fails to budget and appropriate sufficient funds or make available sufficient funds to pay for any of the Party's obligations, responsibilities, and consideration contained in this Agreement, it is agreed that such failure is a breach.
- b. Bryan and College Station each covenant and represent to the other that such City has sufficient current revenue or other funding reasonably available to satisfy such City's obligations with respect to its obligations pursuant to this Agreement.

6.8 Entire Agreement. With the exception of the Biocorridor ILA, as amended, this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, and understandings between the Parties relating to the subject matter of this Agreement. 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 any Party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

6.9 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the Cities, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.10 Venue and Choice of Law. 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, and venue shall be in any court having jurisdiction in Brazos County.

6.11 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 they have authorization to sign on behalf of their respective governmental bodies.

6.12 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 either Party 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, waiver of, or excuse of any other different or subsequent breach.

- 6.13 Savings Clause.** If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.
- 6.14 Multiple Originals.** It is understood and agreed this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 6.15 Effective Date.** This Agreement is effective when signed by the last Party signing, thereby making the Agreement fully executed.
- 6.16 Notice.** Any official notices by one Party to another must be in writing and sent by certified mail return receipt requested, and properly addressed to the respective Parties as stated below. Any other day-to-day communication by the Parties' staff may be by any other means of sufficient communication.

COLLEGE STATION

City Manager
City of College Station
P.O. Box 9960
College Station, Texas 77842

BRYAN

City Manager
City of Bryan
P.O. Box 1000
Bryan, Texas 77805

Exhibit List:

- A.** Wastewater Main Project
- B.** Valley Park Sewer Area
- C.** East Side Sewer Area

[signature page follows]

EXECUTED this 14th day of November, 2024 by City of College Station.

CITY OF COLLEGE STATION

By: John P. Nichols
Mayor

ATTEST:

Tanya Smith
City Secretary

APPROVED

Bryan C. Woods
City Manager

Adm C. Fales
City Attorney

Jim Everts
Assistant City Manager/CFO

EXECUTED this 12th day of November, 2024 by City of Bryan.

CITY OF BRYAN

By:

Bobby Gutierrez, Mayor

ATTEST:

Melissa Brunner
Melissa Brunner, City Secretary

APPROVED AS TO FORM:

Thomas A. Leeper
Thomas A. Leeper, City Attorney

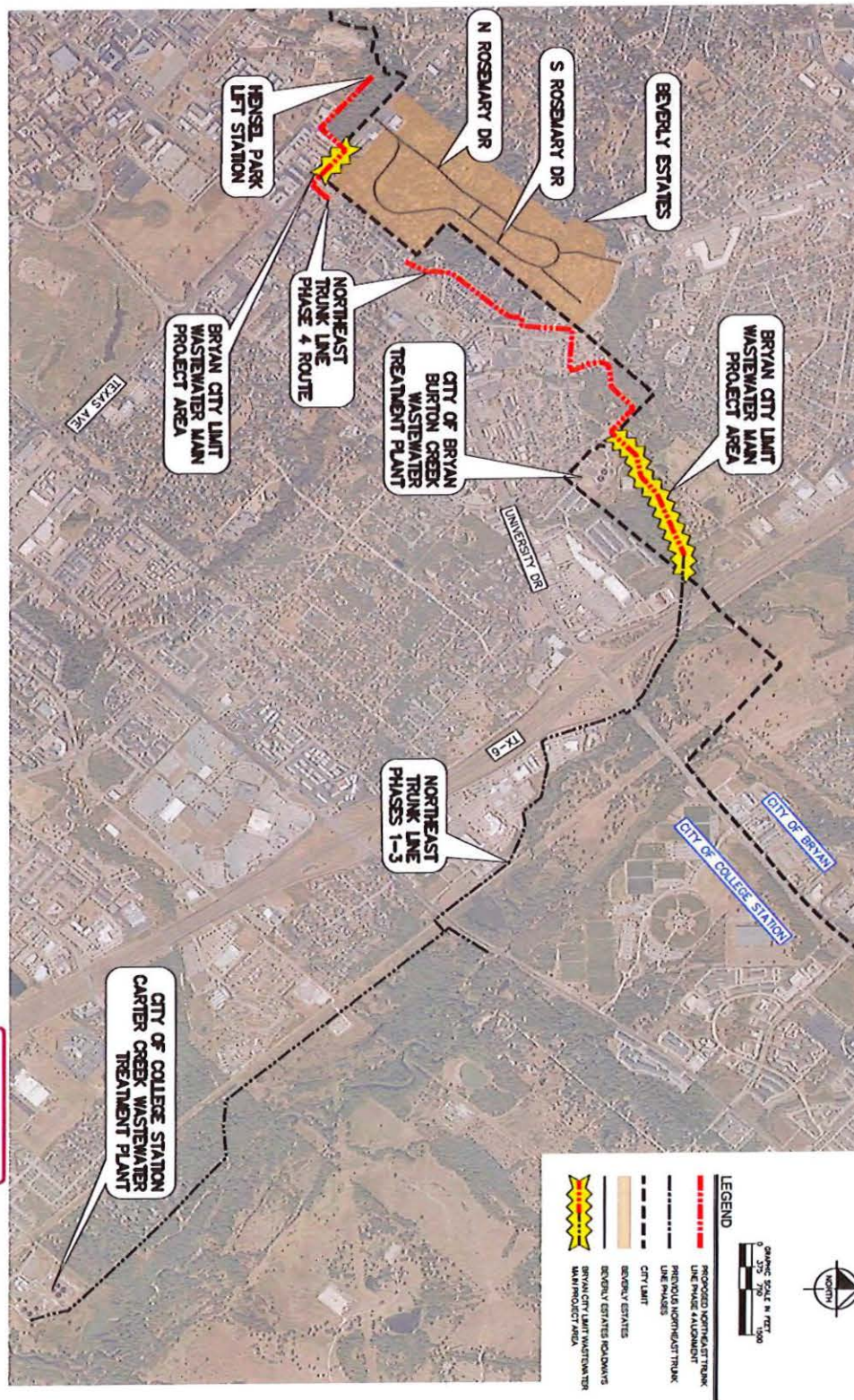


EXHIBIT A WASTEWATER MAIN PROJECT

EXHIBIT A – BRYAN CITY LIMIT WASTEWATER MAIN PROJECT AREA



Kimley-Horn



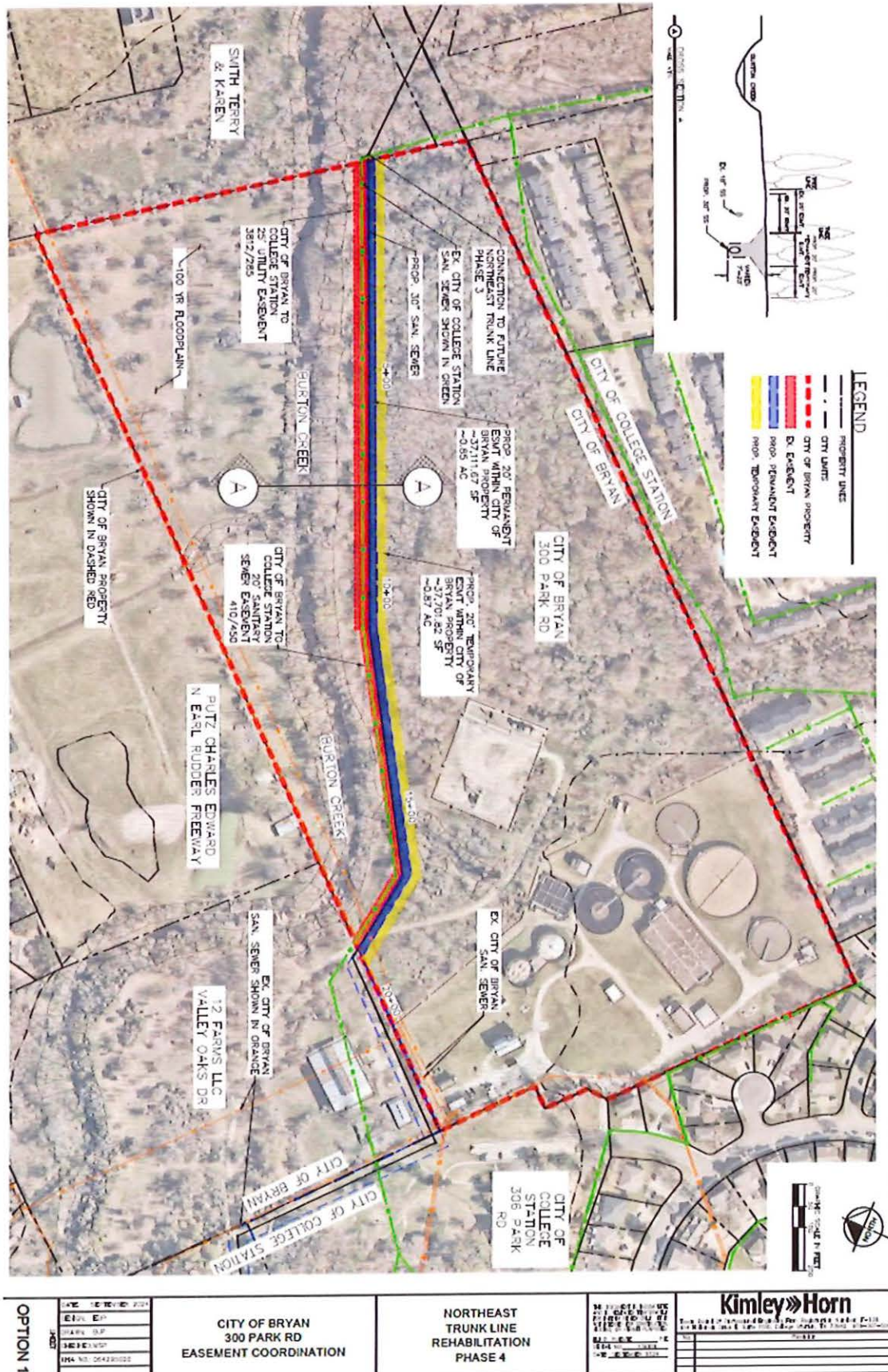


EXHIBIT B VALLEY PARK SEWER AREA

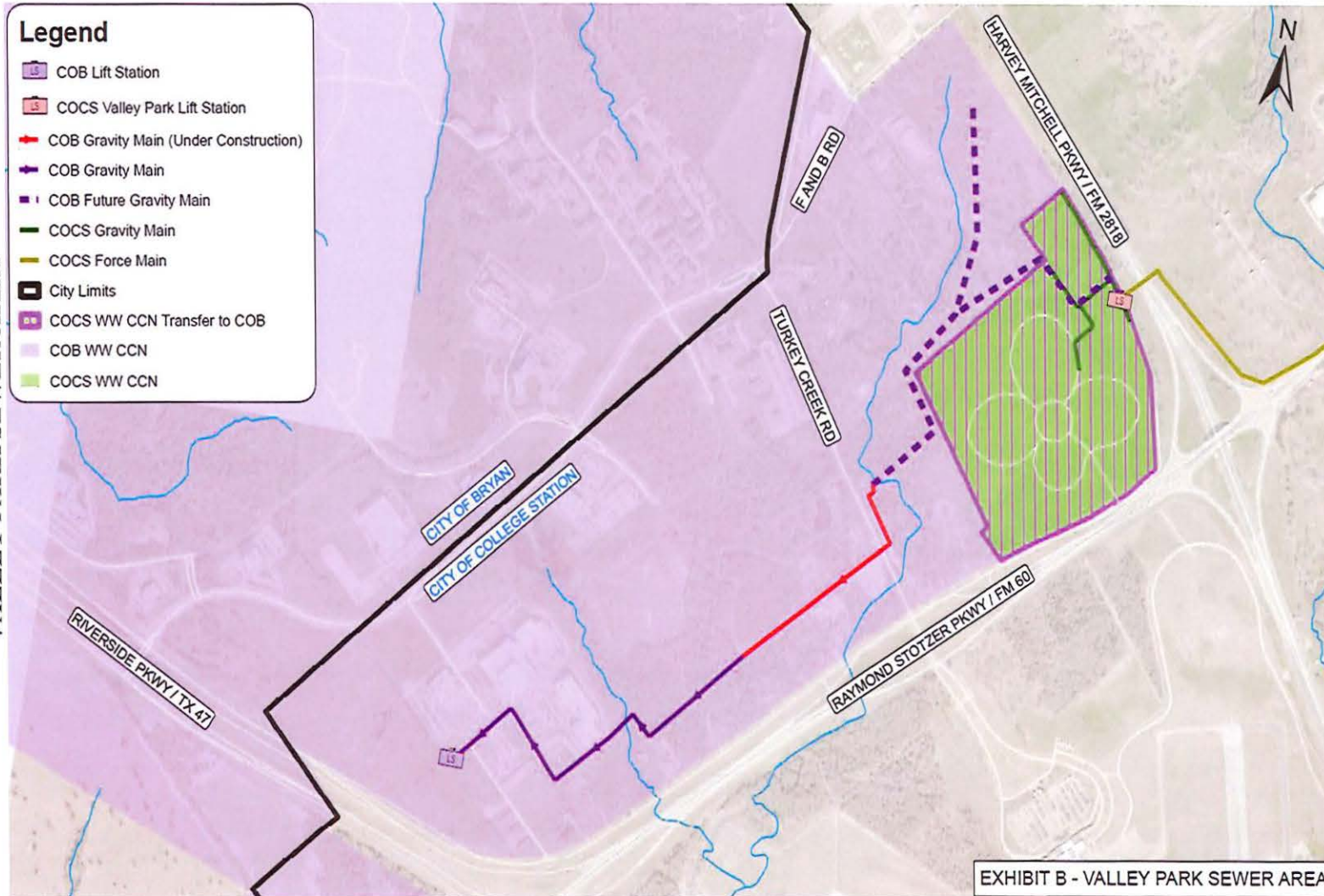
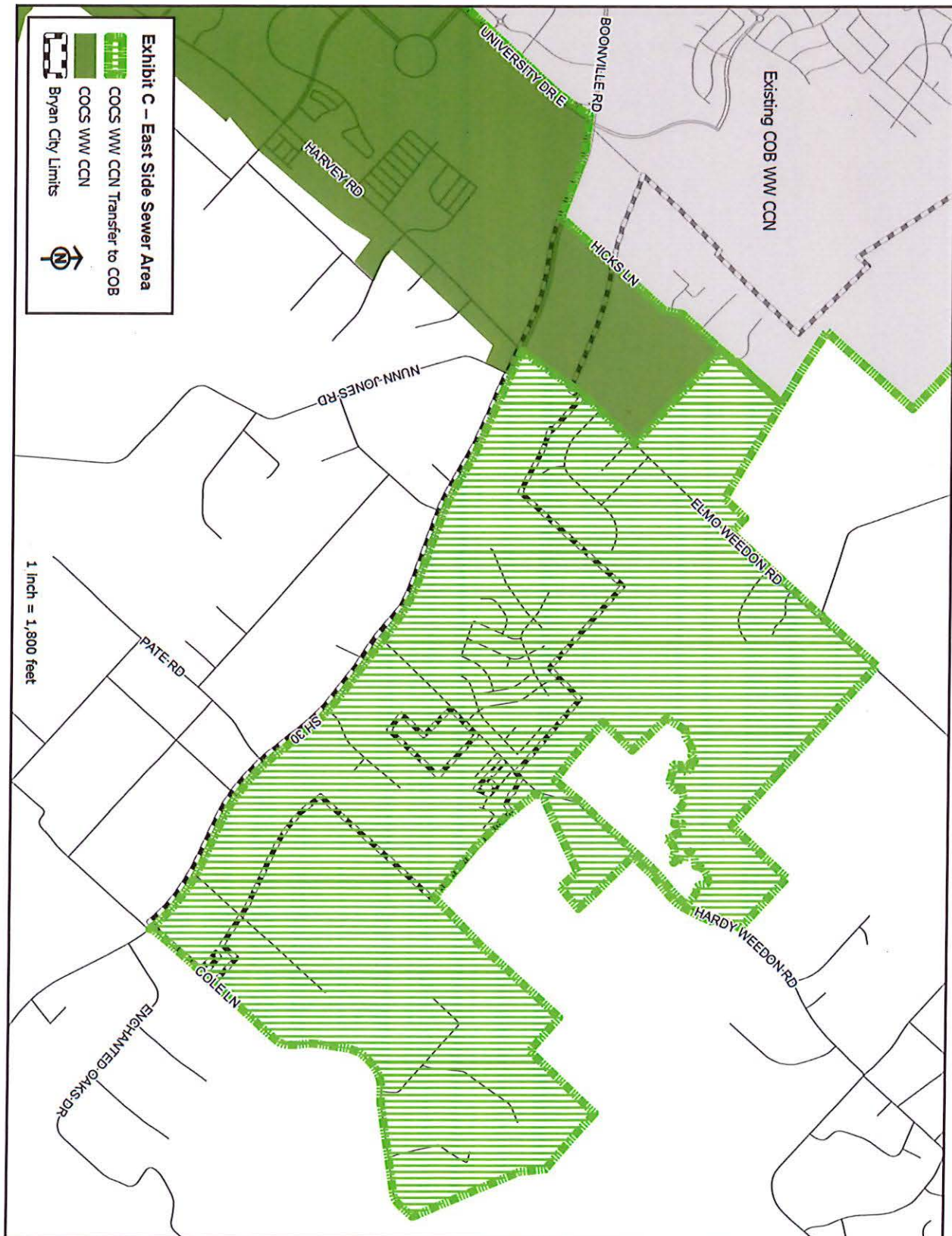


EXHIBIT C EAST SIDE SEWER AREA



October 9, 2025
Item No. 9.3.
The Windham Tract Rezoning

Sponsor: Robin Macias, Land Development Review Administrator

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from R Rural to GS General Suburban, for approximately 237.65 acres, generally located on Greens Prairie Road, east of the intersection of Greens Prairie Road and W.S. Phillips Parkway.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the rezoning request as it is in line with the Comprehensive Plan. The Planning and Zoning Commission heard this item at the September 18th meeting where the motion to approve the rezoning request did not pass (0-6).

Summary: This request is to rezone approximately 237.65 acres of land, generally located on Greens Prairie Rd east of the intersection of Greens Prairie Rd and WS Phillips Pkwy, from R Rural to GS General Suburban. The tract proposed to be rezoned consists of an unplatted property and is currently undeveloped. The intent of the rezoning is to build a residential subdivision consisting of approximately 800 lots. The property was annexed in 2002 and was automatically assigned the zoning district of R Rural. Though the zoning district of R Rural allows for the use of single-family homes, it requires a much larger lot area and requires larger dimensional standards. This zoning request is in effort to allow the applicant to develop the property to the smaller standards of GS General Suburban.

REZONING REVIEW CRITERIA

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

The Comprehensive Plan Future Land Use and Character Map designates the subject property as Suburban Residential. The Comprehensive Plan generally describes the Suburban Residential land use designation as follows:

Single family residential areas that consist of low to moderate single family lots. These areas may also include limited townhomes, duplexes, other housing types, and some non-residential uses that are compatible with surrounding single-family areas. Development types tend to be highly consistent with a subdivision or neighborhood.

The intent of the district is to:

- Encourage community facilities, parks, and greenways within neighborhoods
- Accommodate streetscape features such as sidewalks, street trees, and lighting
- Support neighborhoods with a mix of housing types
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments

The zoning districts that are generally appropriate for within the Suburban Residential land use include: RS Restricted Suburban and GS General Suburban.

The goal of Chapter 3 of the Comprehensive Plan is to have viable and attractive neighborhoods that maintain long-term neighborhood integrity while collectively providing a wide range of housing options and other services for a diverse population. Chapter 3 states that new neighborhoods should be designed to fit within the existing fabric of the community and complement the natural environment. Sustainable neighborhoods should be developed with integrated parks that are easily and safely reached on foot or bicycle. Development policies should encourage the clustering of homes to reduce the environmental impacts on sensitive areas like floodplain.

The proposed rezoning request from R Rural to GS General Suburban aligns with the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The property has frontage to Greens Prairie Rd. Adjacent properties are zoned PDD Planned Development District to the north and northeast, RS Restricted Suburban to the east, R Rural to the southeast, the City of College Station's Extraterritorial Jurisdiction to the south, and GS General Suburban to the west. There are smaller sections with frontage to Greens Prairie Rd to the west and northwest that are not a part of this rezoning request that will remain zoned R Rural.

The adjacent properties to the north, east, and west are currently developed as residential subdivisions. The property to the northeast of the subject property and the smaller areas along Greens Prairie Rd are currently undeveloped. The properties to the south are located in the City's ETJ.

The GS General Suburban zoning district is intended to provide for single-family residential purposes and accessory uses and to accommodate sufficient, suitable residential neighborhoods, protected and/or buffered from incompatible uses, and provide the necessary and adequate facilities and services.

The proposed zoning district is appropriate for the surrounding area as it would continue the use of suburban residential subdivisions.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject property is suitable for uses allowed within the proposed zoning district. The site has adequate space to meet the minimal dimensional standards for GS General Suburban.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water and wastewater infrastructure is adequate to support the future extension needs of this development. The design of extensions to the City's Water and Wastewater systems will be reviewed with platting of the tract. Drainage and any other infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property is generally located on Greens Prairie Rd. Right of Way alignments

and dedications would be determined during the preliminary plan. The subject tract has frontage on Greens Prairie Road and the future extension of W.S. Phillips Parkway and Oldham Oaks Avenue. W.S. Phillips Parkway has a thoroughfare classification of minor arterial, and Oldham Oaks Avenue is listed as a minor collector. Both will be extended with the platting of the tract and eventually intersect on the southeastern edge of the development. A traffic impact analysis (TIA) has been completed with this project with a total build out estimated for 2035. The site's assumed trip generation and traffic mitigation recommendations outlined in the TIA will be fulfilled as buildout happens.

5. The marketability of the property:

The existing zoning of R Rural does not comply with the Future Land Use of Suburban Residential and the applicant states the current zoning is not suitable for the type of development the City intends for this area. However, the proposed zoning district would allow for greater density of single family homes, making it more marketable.

Budget & Financial Summary: N/A

Attachments:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 237.65 ACRES GENERALLY LOCATED ON GREENS PRAIRIE RD, EAST OF THE INTERSECTION OF GREENS PRAIRIE RD AND W.S. PHILLIPS PKWY AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A” and Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R Rural to GS General Suburban:

FIELD NOTES
237.65 ACRES

Being all that certain tract or parcel of land lying and being situated in the JESSE BLEDSOE SURVEY, Abstract No. 71, the HARDIN MCGREW SURVEY, Abstract No. 175 and the WILLIAM CLARK SURVEY, Abstract No. 101, in College Station, Brazos County, Texas and being part of the called 320 acre tract described in the deed from Don Dillon and wife, Pat Dillon to Jerry Windham recorded in Volume 315, Page 734 of the Brazos County Deed Records (B.C.D.R.) and being part of the called 230.13 acre tract described in the deed from Bernath Concrete Products Company to Jerry P. Windham recorded in Volume 763, Page 656 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the common west corner of the called 230.13 acre Windham tract and the called 4.000 acre City of College Station, Texas tract recorded in Volume 18890, Page 250 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.), said iron rod also marking the north corner of Lot 1, Block 2, SWEETWATER SUBDIVISION according to the Final Plat recorded in Volume 2072, Page 65 (O.R.B.C.) and being in the southeast margin of Greens Prairie Road;

THENCE: N 41° 44' 47" E along the southeast margin of said Greens Prairie Road for a distance of 416.79 feet to a found 1/2-inch iron rod marking the west corner of this herein described tract, said iron rod also marking the north corner of the called 4.000 acre City of College Station, Texas tract and the POINT OF BEGINNING;

THENCE: N 41° 44' 47" E (DEED CALL: N 43° 56' 36" E) along the southeast margin of said Greens Prairie Road for a distance of 459.96 feet to a point for an exterior ell corner of this tract, and

THENCE: into the interior of the called 230.13 acre Windham tract for the following ten (10) calls:

- 1) S 48° 15' 11" E for a distance of 99.37 feet to the Point of Curvature of a curve to the left,
- 2) 179.14 feet along the arc of said curve having a central angle of 25° 39' 36", a radius of 400.00 feet, a tangent of 91.10 feet and long chord bearing S 61° 04' 59" E at a distance of 177.65 feet to the Point of Reverse Curvature,
- 3) 429.84 feet along the arc of said curve having a central angle of 49° 15' 22", a radius of 500.00 feet, a tangent of 229.21 feet and long chord bearing S 49° 17' 06" E at a distance of 416.73 feet to the Point of Reverse Curvature,
- 4) left 245.94 feet along the arc of said curve having a central angle of 28° 10' 58", a radius of 500.00 feet, a tangent of 125.51 feet and long chord bearing S 38° 44' 54" E at a distance of 243.47 feet to the Point of Tangency,
- 5) N 41° 11' 31" E for a distance of 251.49 feet to an angle point,
- 6) S 88° 07' 06" E for a distance of 356.35 feet to an angle point,
- 7) N 00° 53' 33" W for a distance of 343.12 feet to the Point of Curvature of a curve to the left,
- 8) 270.28 feet along the arc of said curve having a central angle of 03° 11' 56", a radius of 4841.17 feet, a tangent of 135.18 feet and long chord bearing N 03° 53' 55" W at a distance of 270.25 feet to the Point of Compound Curvature,
- 9) 376.50 feet along the arc of said curve having a central angle of 35° 57' 10", a radius of 600.00 feet, a tangent of 194.68 feet and long chord bearing N 24° 45' 56" W at a distance of 370.35 feet to the Point of Tangency, and
- 10) N 47° 35' 51" W for a distance of 445.71 feet to a point for an exterior ell corner of this tract, said point also being in the southeast margin of said Greens Prairie Road;

THENCE: N 41° 10' 30" E (DEED CALL: N 43° 56' 36" E) along the southeast margin of said Greens Prairie Road for a distance of 816.27 feet to a found 1/2-inch iron rod marking the common north corner of this tract and the called 230.13 acre Windham tract, said iron rod also marking the west corner of the called 368.57 acre OGC CNO JV, LLC remainder tract recorded in Volume 13744, Page 240 (O.P.R.B.C.);

THENCE: along the fenced common line of this tract and the called 368.57 acre OGC CNO JV, LLC remainder tract for the following three (3) calls:

- 1) S 43° 57' 57" E (ADJOINER CALL: S 41° 37' 40" E – 1,990.85') for a distance of 1,991.19 feet to a found 8-inch fence post marking an exterior corner of this tract,
- 2) S 44° 18' 59" W (ADJOINER CALL: S 46° 39' 49" W – 335.77') for a distance of 335.46 feet to a found 3/8-inch iron rod marking an interior corner of this tract, and
- 3) S 48° 34' 02" E (ADJOINER CALL: S 46° 15' 06" E) for a distance of 1,927.56 feet to a 1/2-inch iron rod set for the east corner of this herein described tract;

THENCE: into and through the called 230.13 acre Windham tract and the called 320 acre Windham tract for the following four (4) calls:

- 1) S 41° 52' 09" W for a distance of 459.29 feet to a 1/2-inch iron rod set for angle,
- 2) S 48° 07' 51" E for a distance of 348.40 feet to a 1/2-inch iron rod set for angle,
- 3) S 16° 33' 48" W for a distance of 466.00 feet to a 1/2-inch iron rod set for angle, and
- 4) S 00° 07' 33" W for a distance of 1,806.86 feet to a 1/2-inch iron rod set for the south corner of this tract, said iron rod also being in the northeast line of the called 79.63 acre Jerry Windham tract recorded in Volume 839, Page 619 (O.R.B.C.);

THENCE: N 49° 10' 12" W along the common line of this tract and the called 79.63 acre Windham tract for a distance of 1,154.82 feet to a 1/2-inch iron rod set for angle;

THENCE: N 69° 44' 51" W along the occupied fence line of the called 320 acre Windham tract for a distance of 162.12 feet to a 1/2-inch iron rod set for angle, said iron rod also being in the northeast line of the called 0.87 acre Sweetwater Land Development Company, LLC tract recorded in Volume 2163, Page 159 (O.R.B.C.);

THENCE: along the fenced common line of this tract, the called 0.87 acre Sweetwater Land Development Company, LLC tract and Lot 2, Block 2 of said SWEETWATER SUBDIVISION for the following nine (9) calls:

- 1) N 47° 55' 15" W (ADJOINER CALL: N 45° 49' 43" W) for a distance of 330.48 feet to a 12-inch fence post for angle,
- 2) N 47° 36' 12" W (ADJOINER CALL: N 45° 30' 40" W) for a distance of 358.90 feet to a 1/2-inch iron rod set for angle,
- 3) N 48° 14' 22" W (ADJOINER CALL: N 46° 08' 50" W) for a distance of 974.52 feet to a found 9-inch fence post marking an angle point of this tract,
- 4) N 48° 10' 20" W (ADJOINER CALL: N 46° 04' 48" W) for a distance of 799.67 feet to a found triple 32-inch post oak marking an angle point of this tract,
- 5) N 49° 50' 58" W (ADJOINER CALL: N 47° 45' 26" W) for a distance of 146.24 feet to a found double 38-inch post oak marking an angle point of this tract,
- 6) N 47° 00' 43" W (ADJOINER CALL: N 44° 55' 11" W) for a distance of 76.89 feet to a found 10-inch fence post marking an angle point of this tract,
- 7) N 48° 06' 59" W (ADJOINER CALL: N 46° 01' 27" W) for a distance of 935.75 feet to a found 18-inch post oak marking an angle point of this tract,
- 8) N 48° 19' 40" W (ADJOINER CALL: N 46° 14' 08" W) for a distance of 162.68 feet to a point in an existing fence, said point also marking the north corner of the called 0.87 acre Sweetwater Land Development Company, LLC tract, and
- 9) N 47° 55' 00" W (DEED CALL: N 45° 36' 07" W) for a distance of 117.87 feet to a found 1/2-inch iron rod marking an exterior corner of this tract, said iron rod also marking the south corner of the called 4.000 acre City of College Station, Texas tract;

THENCE: along the common line of this tract and the called 4.000 acre City of College Station, Texas tract for the following two (2) calls:

- 1) N 41° 45' 19" E for a distance of 419.18 feet to a found 1/2-inch iron rod marking an interior ell corner of this tract, and
- 2) N 48° 14' 41" W for a distance of 416.88 feet to the POINT OF BEGINNING and containing 237.65 acres of land.

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on February 5, 2025.

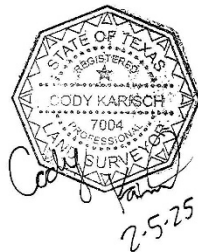
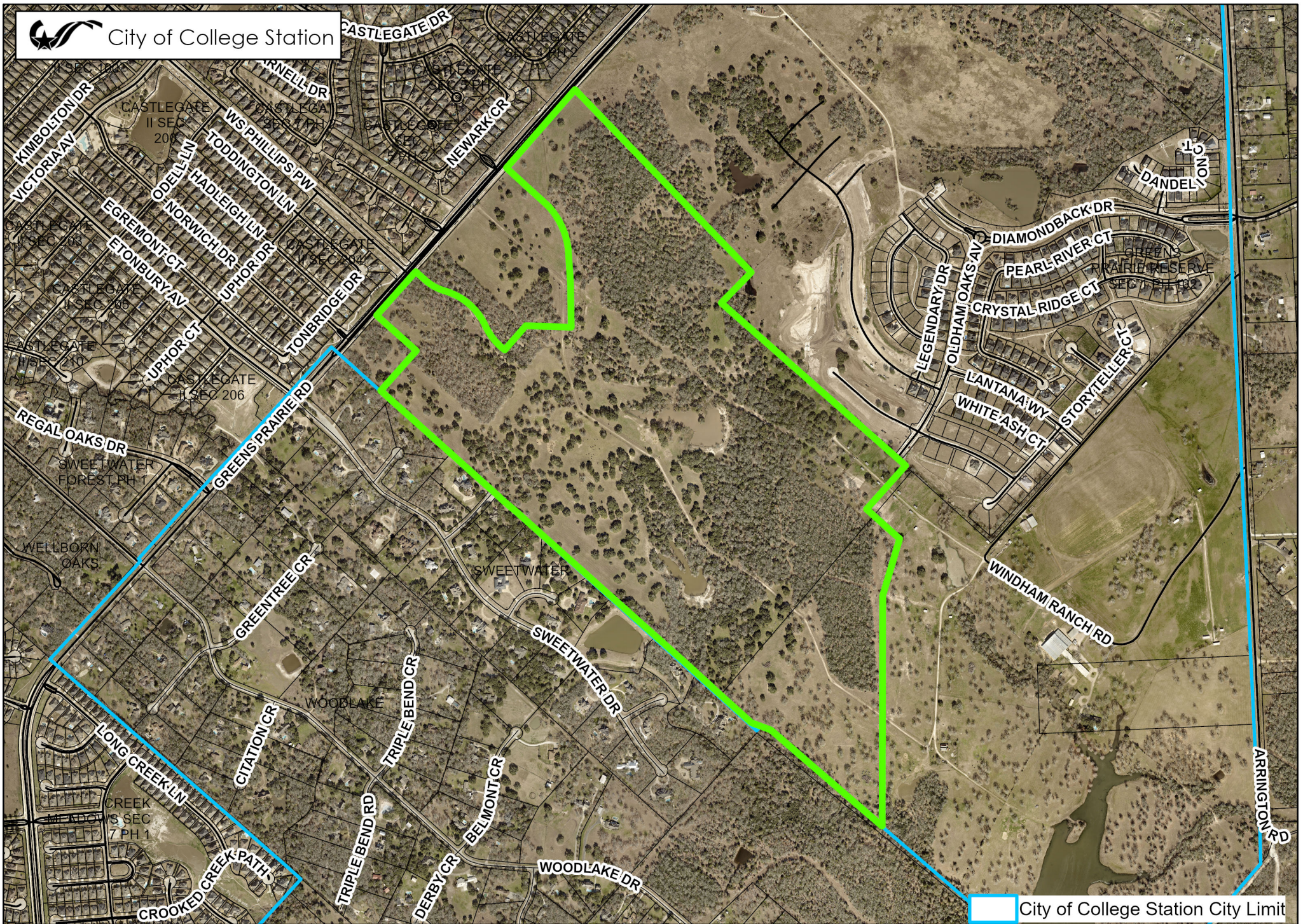


Exhibit B





City of College Station City Limit



0 500 1,000 Feet

WINDHAM TRACT

Case:
REZ2025-000007

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		
R	Rural	MH Middle Housing
WE	Wellborn Estate	MF Multi-Family
E	Estate	MU Mixed-Use
WRS	Wellborn Restricted Suburban	MHP Manufactured Home Pk.
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhome	

Non-Residential	
NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts	
P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.
Design Districts	
WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts	
OV	Corridor Ovr.
RDD	Redevelopment District
HOO	High Occupancy Ovr.
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts	
R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial

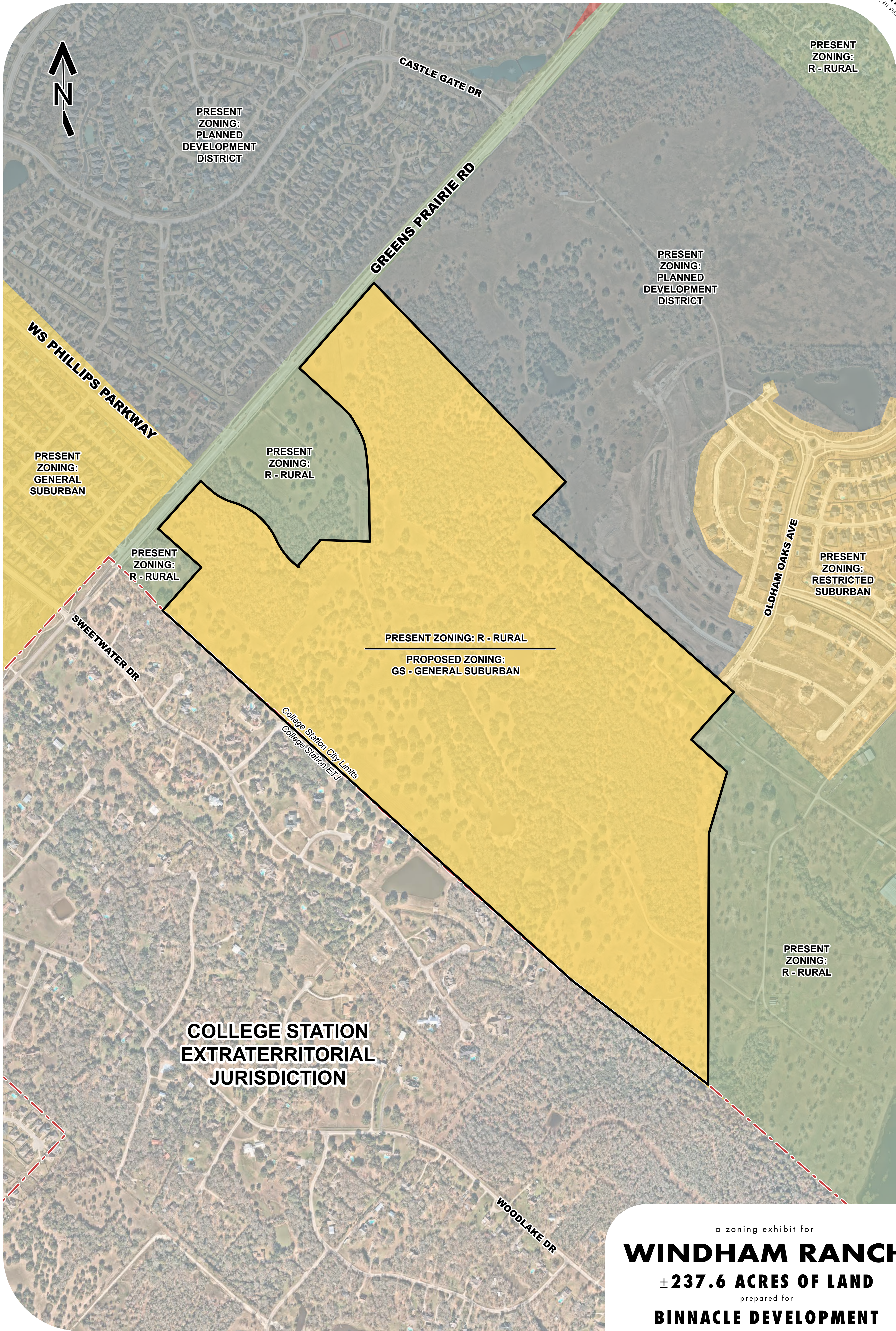


0 1,000 2,000 Feet

WINDHAM TRACT

Case:
REZ2025-000007

REZONING



a zoning exhibit for

WINDHAM RANCH

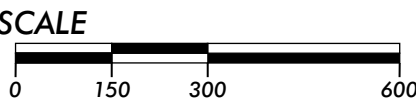
± 237.6 ACRES OF LAND

prepared for

BINNACLE DEVELOPMENT



24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422



HOU-21044
AUGUST 27, 2025

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: WINDHAM TRACT PDD (REZ2025-000007)

Address:

Legal Description: A007101, J BLEDSOE (ICL), TRACT 1, 227.98 ACRES, & A010100 WM CLARK

Total Acreage: 237.6

Applicant:: META PLANNING & DESIGN

Property Owner: WINDHAM JERRY P & PATRICIA

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The tract is currently vacant and proposes residential development with a variety of lot widths. The variation in lot width will allow for a range of homes at different prices points, appealing to more buyers in the housing market.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

This rezoning request is in compliance with the College Station Comprehensive Plan. The Future Land Use and Character map calls for this area to be Suburban Residential, which General Suburban zoning complies with.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

Residential is suitable for this tract as the Comprehensive Plan calls for residential in this area. Suburban, large lot and PDD residential are immediately adjacent to this rezoning request. As this project is proposing solely single-family residential within the project boundary, it will conform to nearby uses. The project also proposes to extend pedestrian improvements that currently exist in nearby neighborhoods.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The proposed General Suburban zoning will serve as a transition from the PDD to the north, large lot residential (within ETJ) to the south, and Restricted Suburban to the east. General Suburban zoning exists to the west of the tract.

Explain the suitability of the property for uses permitted by the current zoning district.

The current zoning district, Rural (R), does not allow for suburban type residential development as called for by the Future Land Use and Character map. The current zoning is not suitable for the type of development the City intends for this area.

Explain the marketability of the property for uses permitted by the current zoning district.

The frontage on Greens Prairie Road, which provides quick and direct access to William Fitch and Highway 6, along with the variety of lots widths make this a marketable area for new residential development.

List any other reasons to support this zone change.

New housing stock for College Station, improved drainage in the immediate area, and compliance with the Comprehensive Plan.

NOTIFICATIONS

Advertised Commission Hearing Date: September 18, 2025
Advertised Council Hearing Dates: October 9, 2025

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Castlegate
Castlegate II
Greens Prairie Reserve
Sweetwater
Sweetwater Forest

Property owner notices mailed: 43

Other contacts in support (as of September 18, 2025): 1

Other contacts in opposition (as of September 18, 2025): 0

Inquiry contacts (as of September 18, 2025): 1

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Suburban Residential, and Natural & Open Areas	Planned Development District (PDD)	Suburban Residential Development
East	Suburban Residential, and Natural & Open Areas	Restricted Suburban (RS)	Suburban Residential Development
South	Suburban Residential, Estate Residential, and Natural & Open Areas	City of College Station's Extraterritorial Jurisdiction (ETJ)	Suburban Residential Development
West	Suburban Residential, Natural & Open Areas, Parks & Greenways	Rural (R), General Suburban (GS)	Greens Prairie Rd (minor arterial) and Suburban Residential Development

DEVELOPMENT HISTORY

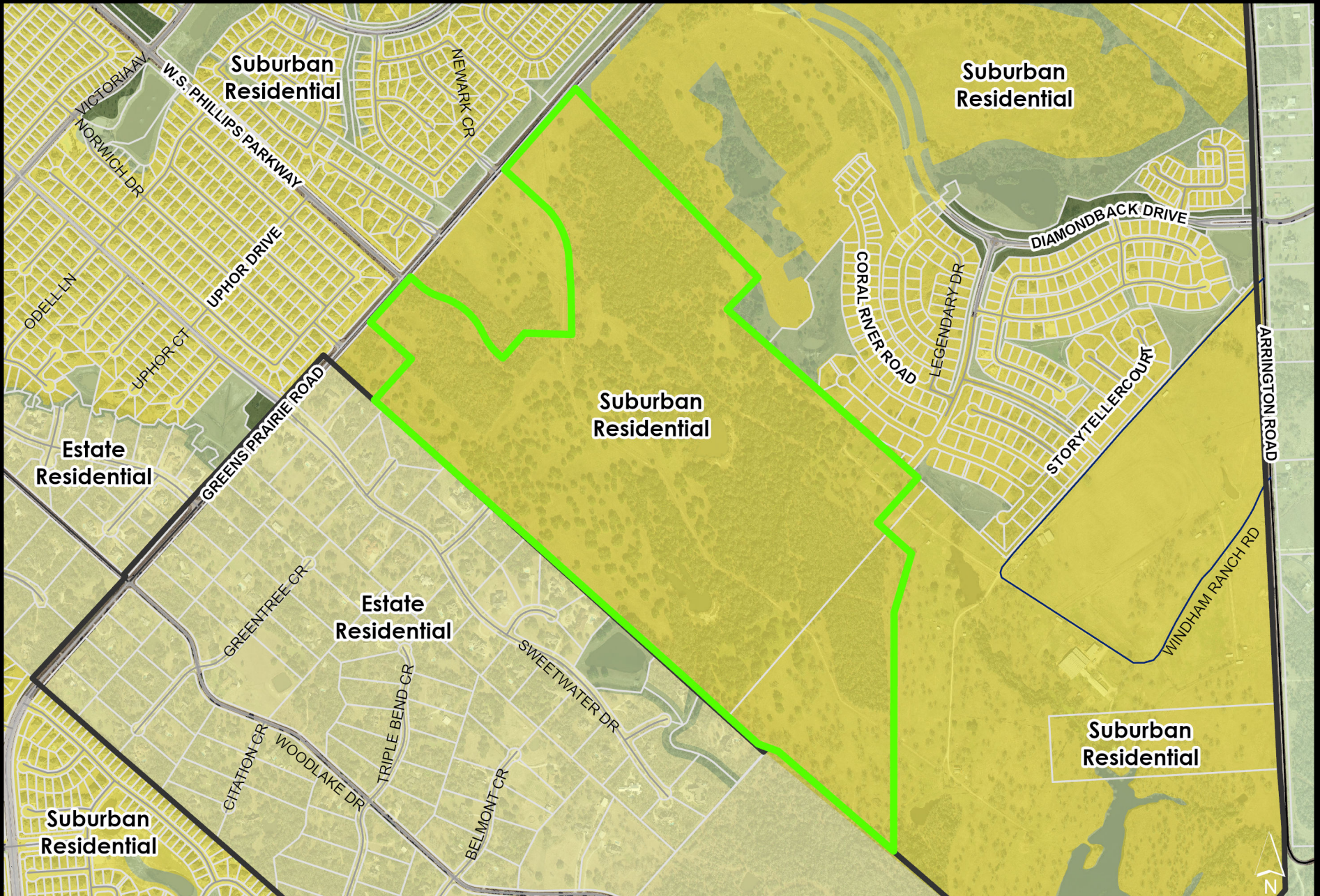
Annexation: 2002

Zoning: A-O Agricultural Open Space upon annexation
A-O Agricultural Open space renamed to R Rural (2013)

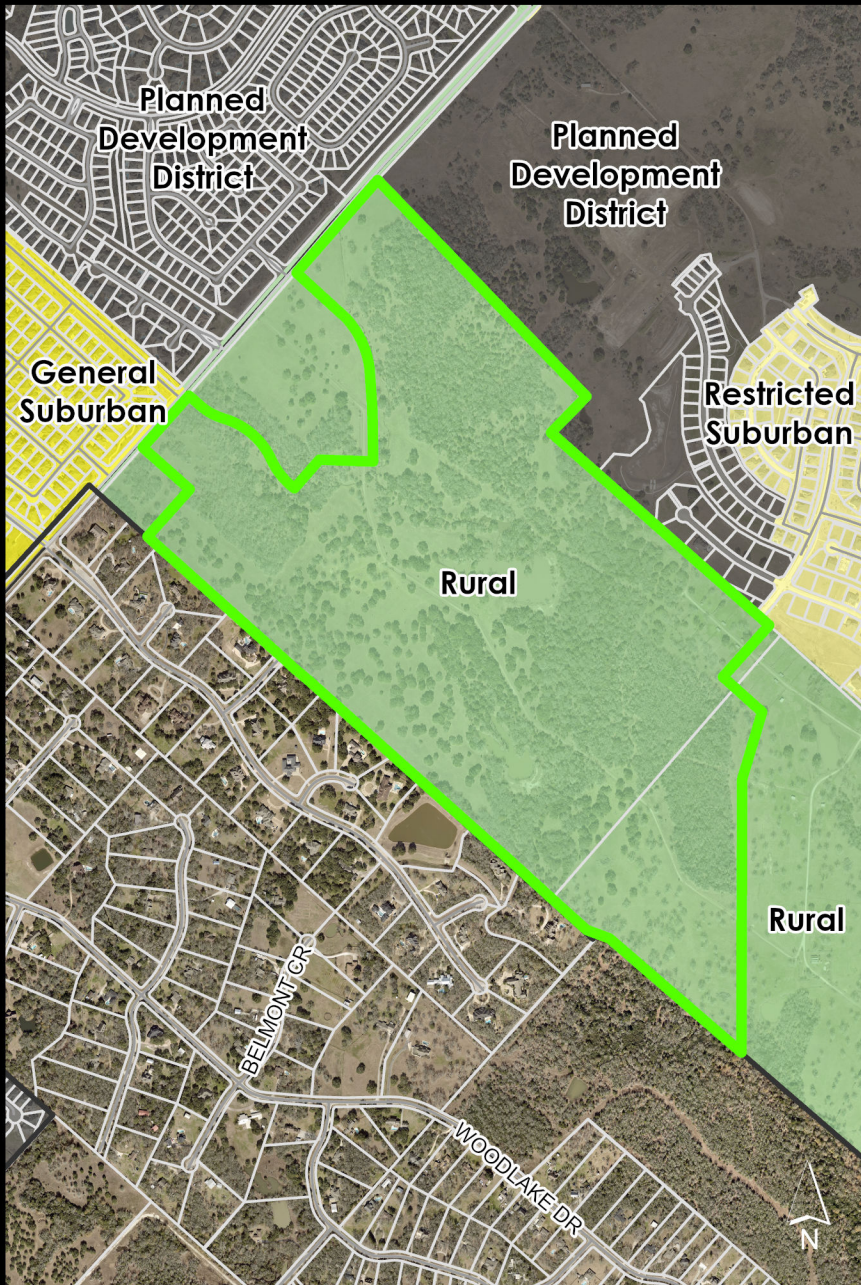
Final Plat: The property is currently unplatted.

Site development: The property is currently undeveloped.

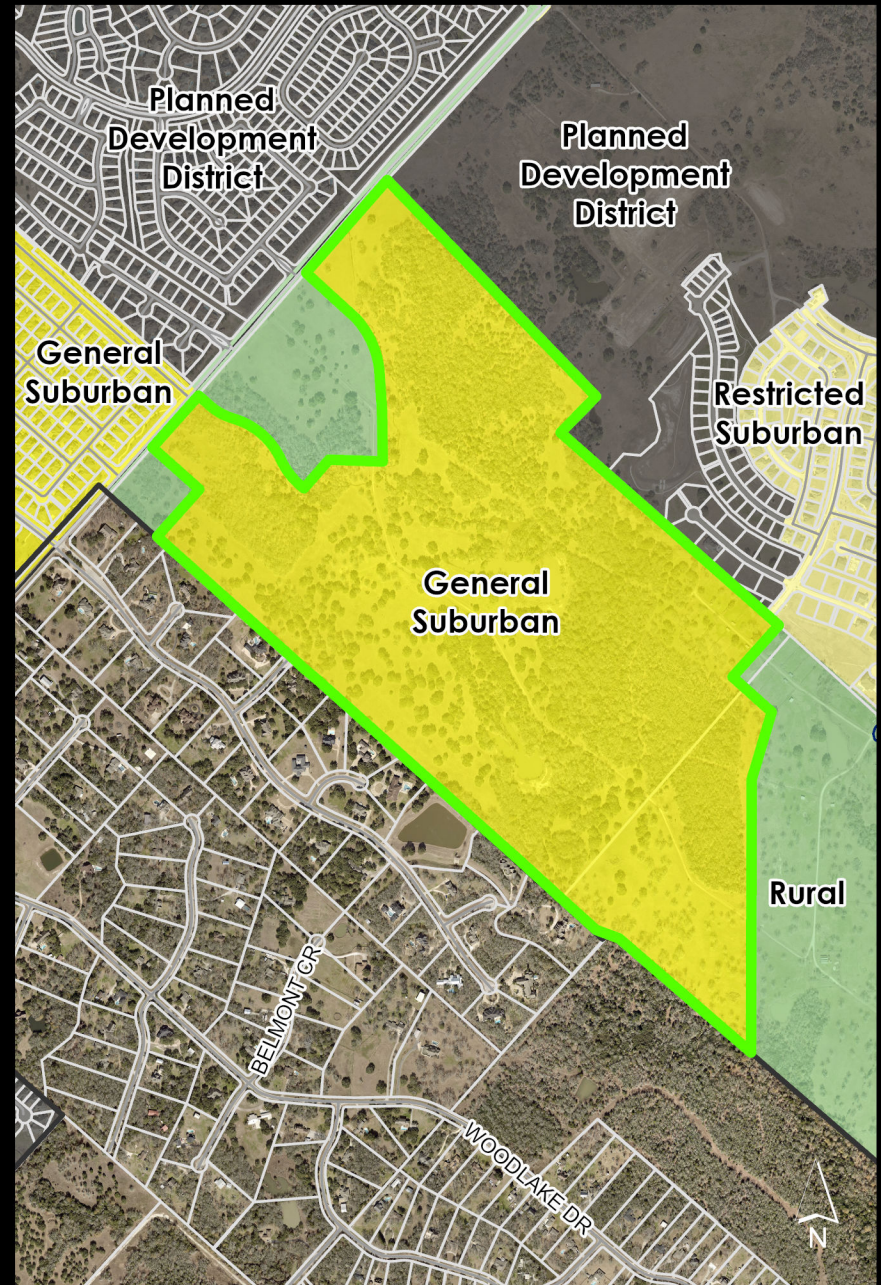
EXISTING Future Land Use



EXISTING Zoning



PROPOSED Zoning



October 9, 2025
Item No. 9.4.
Moreau Tract Rezoning

Sponsor: Garrett Segraves, Staff Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to E Estate on approximately 4 acres generally located at the corner of Yaupon Lane and Bradley Road.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): This item was heard at the September 18th Planning and Zoning Commission meeting, where the Commission voted 6-0 to recommend approval.

Summary: This request is to rezone 4.073 acres of land located at the corner of Yaupon Lane and Bradley Road, from R Rural to E Estate. The property is currently undeveloped, but the current owner plans to subdivide the property for use by his family. The rezoning intends to increase the marketability of the property and to allow for future development.

REZONING REVIEW CRITERIA

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

The Comprehensive Plan Future Land Use and Character Map designates the subject property and all surrounding properties as Estate Residential. The Comprehensive Plan generally describes the Estate Residential land use designation as follows:

Areas that have a low level of development activities. These areas are appropriate for very low-density residential lots of one-acre or greater lot sizes or average 20,000 square feet lots when clustered around open space.

The intent of the district is to:

- Support a wide range of lot sizes, long blocks, and curvilinear streets.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

The zoning districts that are generally appropriate within the Estate Residential land use include: E Estate, R Rural, and MHP Manufactured Home Park.

The proposed zoning district of E Estate would be in line with the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The property has frontage to Bradley Road, which is classified as a Private Street and is not on the City's Thoroughfare Plan. All adjacent properties are zoned R Rural and are currently developed as

large single-family lots.

The E Estate zoning district is designed to provide land for low-density single-family lots.

The proposed zoning district is appropriate for the surrounding area as it would allow for the development of large-lot single-family homes.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject property are suitable for uses allowed within the proposed zoning district. The site has adequate space to meet the minimal dimensional standards for E Estate. There is no floodplain on the property.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water and wastewater infrastructure is adequate to support the needs of this development. Detention is required in accordance with the BCS guidelines. Drainage and any other infrastructure required for the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

The subject property has frontage to Bradley Road, which is designated as a private street and is not on the City's Thoroughfare Plan.

5. The marketability of the property:

Rezoning the property from R Rural to E Estate would allow the lot to be subdivided, providing additional residential lots, making the property more marketable.

Budget & Financial Summary:

Attachments:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM RURAL TO E ESTATE ON APPROXIMATELY 4 ACRES GENERALLY LOCATED AT THE CORNER OF YAUPON LANE AND BRADLEY ROAD AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A” and Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST:

APPROVED:

City Secretary

Mayor

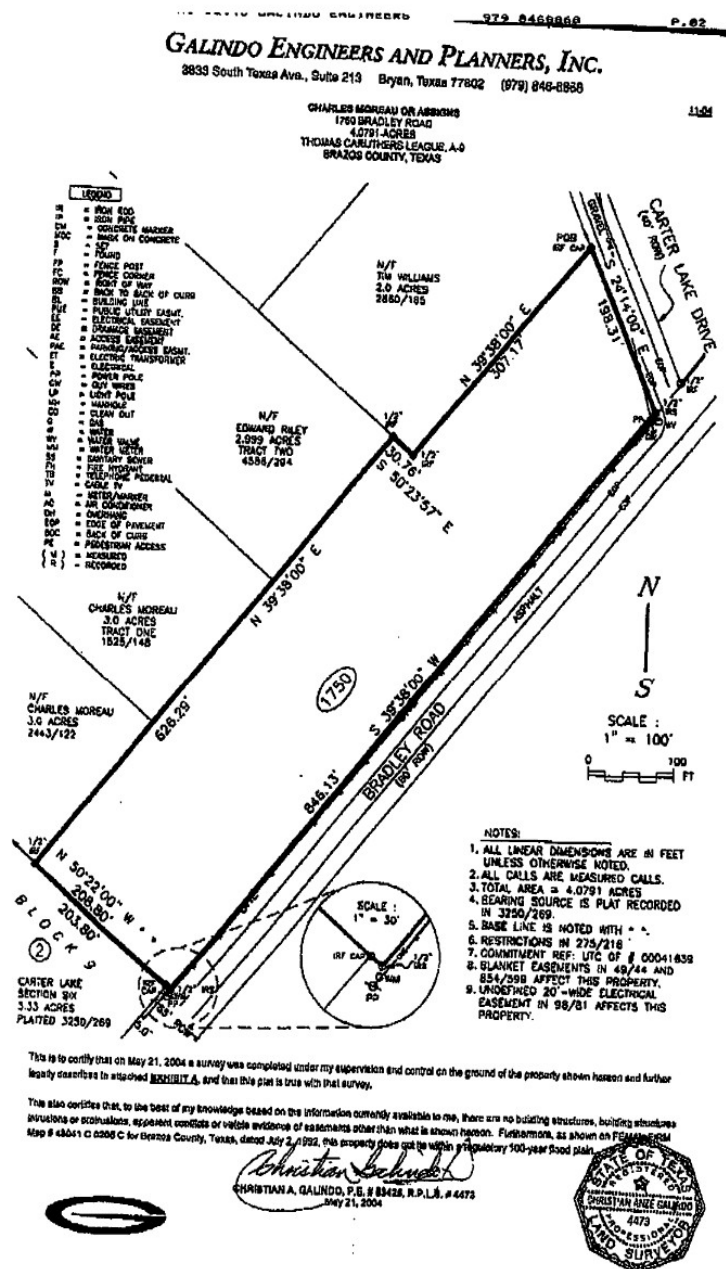
APPROVED:

City Attorney

Exhibit A

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R Rural to E Estate:



GALINDO ENGINEERS

979 8468868 P. 03

GALINDO ENGINEERS AND PLANNERS, INC.

3833 South Texas Ave., Suite 213 Bryan, Texas 77802 (979) 846-8868

EXHIBIT A

11-04

**CHARLES MOREAU or ASSIGNS
4.0791 ACRES****THOMAS CARUTHERS LEAGUE, A-9
BRAZOS COUNTY, TEXAS**

Being a 4.0791-acre tract or parcel of land lying and being situated in the Thomas Caruthers League, A-9, and being a part of the 210.92-acre tract conveyed to Carter Lake Development Corp. by deed recorded in Volume 250, Page 330, Deed Records, Brazos County, Texas, and said 4.0791-acre tract being more particularly described as follows:

BEGINNING at a capped iron rod found on the southwestern right of way line of Carter Lake Drive, a 40'-wide public right of way, said rod also marking the westernmost corner of a 2.00-acre tract conveyed to Tim Williams by deed recorded in Volume 2860, Page 185, Official Records, Brazos County, Texas;

THENCE S 24°14'00" E, along said right of way line for a distance of 198.31' to a 1/2" iron rod set marking the intersection of said right of way line and the northwestern right of way line of Bradley Road, a 60'-wide public right of way;

THENCE S 39°38'00" W, along said Bradley Road right of way line for a distance of 846.13' to a 1/2" iron rod set marking a corner on the northwestern right of way line of Bradley Road;

THENCE N 50°22'00" W, along the current right of way line of Bradley Road for a distance of 5.00' to a capped iron rod marking the easternmost corner of Lot 2, Block 9, Carter Lake Section Six, an addition to Brazos County according to the plat recorded in Volume 3250, Page 269, Official Records, Brazos County, Texas;

THENCE N 50°22'00" W, along the northeastern boundary line of said Lot 2 for a distance of 203.80' to a 1/2" iron rod found marking the southernmost corner of a 3.0 acre tract of land conveyed to Charles Moreau by deed recorded in Volume 2443, Page 122, Official Records, Brazos County, Texas;

THENCE N 39°38'00" E, along the southeastern boundary line of said Charles Moreau tract, for a distance of 626.29' to a 1/2" iron rod found marking the easternmost corner of a called 2.999-acre tract of land conveyed to Edward Riley by deed recorded in Volume 4586, Page 294, Official Records, Brazos County, Texas, said rod also located on the southwestern boundary line of the said Tim Williams tract;

THENCE S 50°23'57" E, along said Tim Williams boundary line for a distance of 30.76' to a 1/2" iron rod found marking the southernmost corner of said Tim Williams tract;

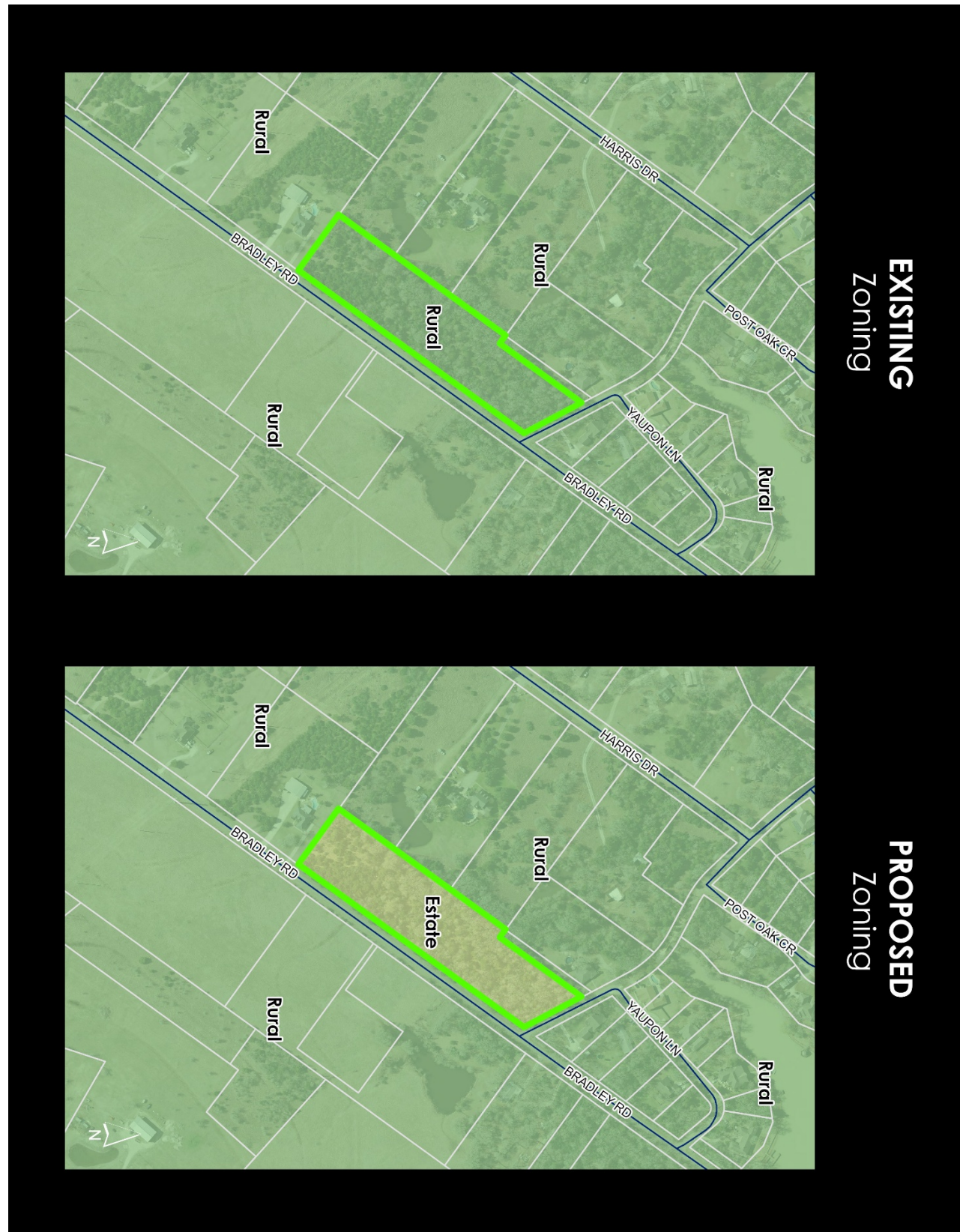
THENCE N 39°38'00" E, along the southeastern boundary line of said Tim Williams tract for a distance of 307.17' to the **POINT OF BEGINNING** containing 4.0791 acres of land more or less.

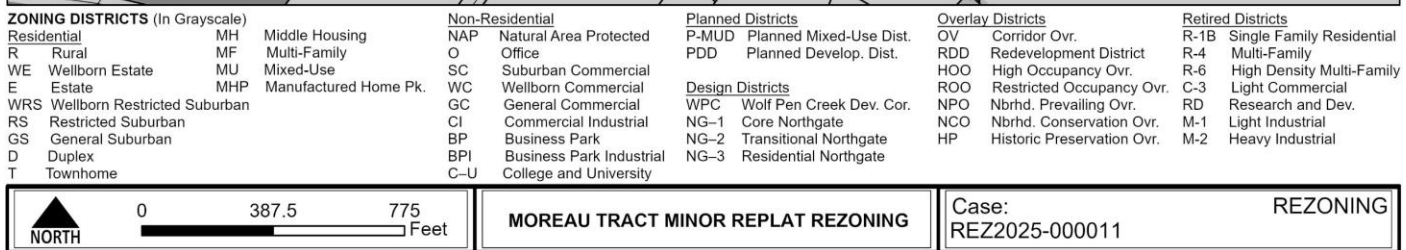
Note: Bearing source is plat of Carter Lake Section Six recorded in Volume 3250, Page 269, Official Records, Brazos County, Texas.

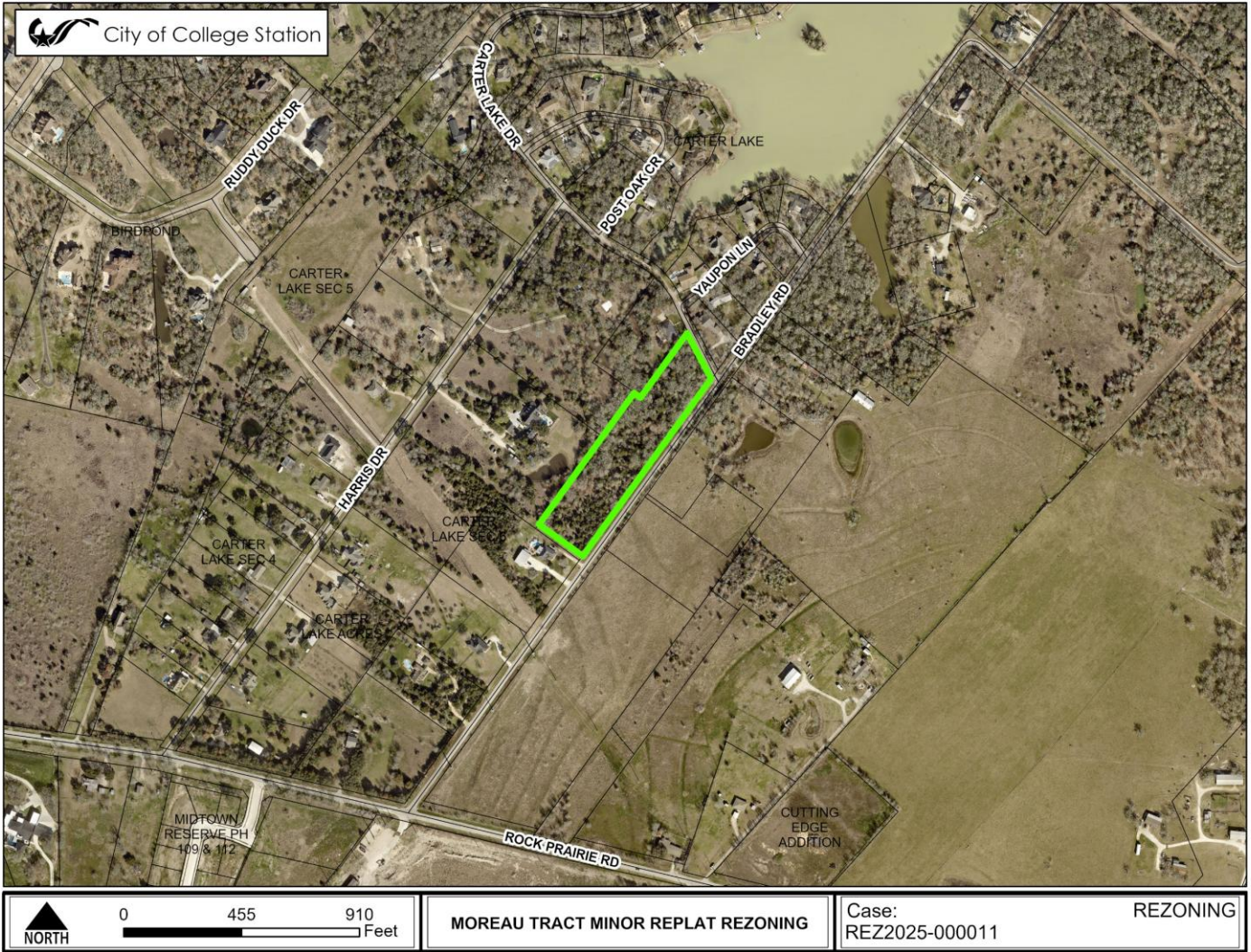
Christian A. Galindo
CHRISTIAN A. GALINDO, R.P.L.S. #4473, P.E. 53425
May 21, 2004

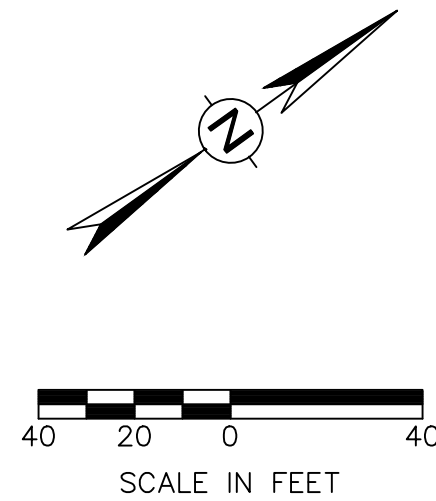


Exhibit B









N/F
KASSANDRA & ROBERT BOBBITT
CALLED 9.325 ACRES
13639/218 ORBCT
ZONED R

N/F
EDWARD & MAUREEN RILEY
CALLED 2.80 ACRES
17292/15 ORBCT
ZONED R

N/F
KARIN & ALLEN JOHNSON
CALLED 2.00 ACRES
17292/015 OPRBCT
ZONED R

1/2 INCH IRON
ROD FOUND (CM)

1/2 INCH IRON
ROD FOUND

1/2 INCH IRON ROD
FOUND OFF LINE BEARS
N58° 41' 54"W 0.37'

1/2 INCH IRON
ROD FOUND (CM)

1/2 INCH IRON
ROD FOUND (CM)

POINT OF BEGINNING
5/8 INCH IRON ROD
WITH A PLASTIC CAP
STAMPED 'KERR 4502'
FOUND (CM)

N54° 10' 38"W - 208.72'

208.74'

N35° 52' 23"E - 626.25'

208.53'

208.98'

N35° 54' 0"E - 307.02'

POINT OF BEGINNING
5/8 INCH IRON ROD
WITH A PLASTIC CAP
STAMPED 'KERR 4502'
FOUND (CM)

YAUPON LANE
ROW (222/110) - 21' PAVEMENT

N/F
LANCE & RHONDA SIMMS
CARTER LAKE
BLOCK 6, LOT 1
6897/029
ZONED R

N/F
JAMES ET AL. HAHN
CARTER LAKE
BLOCK 6
LOT 2 & 5' OF 3
18801/278
ZONED R

4.073 ACRES
RURAL (R) TO
ESTATE (E)

S35° 50' 45"W - 845.84'

1/2 INCH BENT IRON ROD FOUND (CM)
FROM WHICH A 1/2 INCH IRON ROD
FOUND BEARS N54° 10' 38" 4.86'

N46° 12' 44"E - 328.07'

BRADLEY ROAD
60' ROW (3250/269) - 21' PAVEMENT

CITY OF COLLEGE STATION
MONUMENT #148

N/F
JOHN W. BRADLEY
CALLED 10.697 ACRES
4108/223 ORBCT
ZONED R

N/F
MARY B. BRADLEY TRUSTEE
CALLED 10.00 ACRES
4126/240 ORBCT
ZONED R

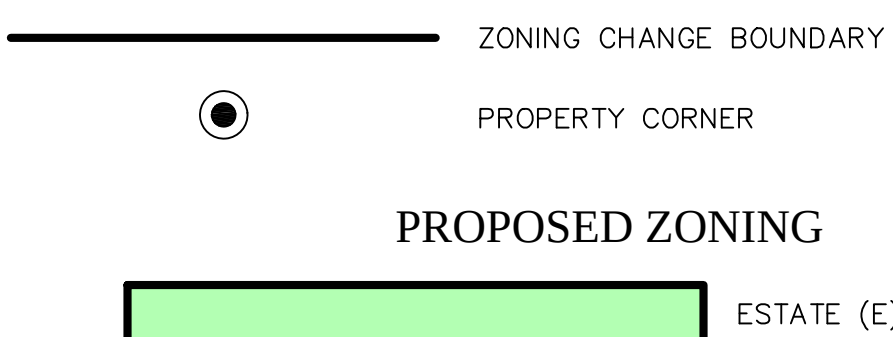
N/F
MARY B. BRADLEY TRUSTEE
CALLED 10.00 ACRES
4126/240 ORBCT
ZONED R

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	30.82'	S54° 10' 35"E

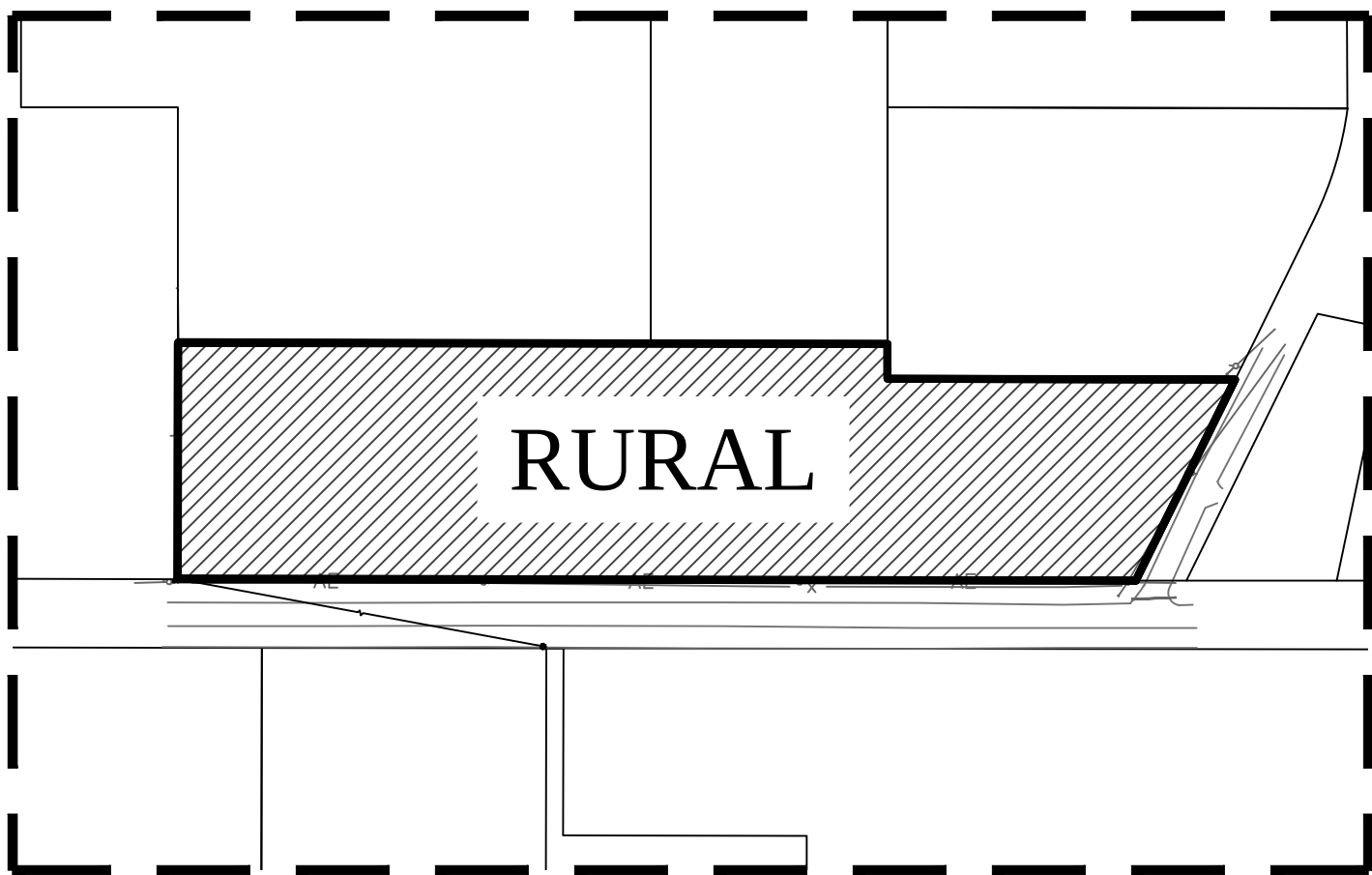
NOTES:

- NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR BRAZOS COUNTY AND INCORPORATED AREAS, MAP NO. 48041C0310F, EFFECTIVE DATE: APRIL 2, 2014.
- BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
- DISTANCES SHOWN HEREON ARE GRID DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN SURFACE DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 0.999989510125749 (CALCULATED USING GEOID12B).

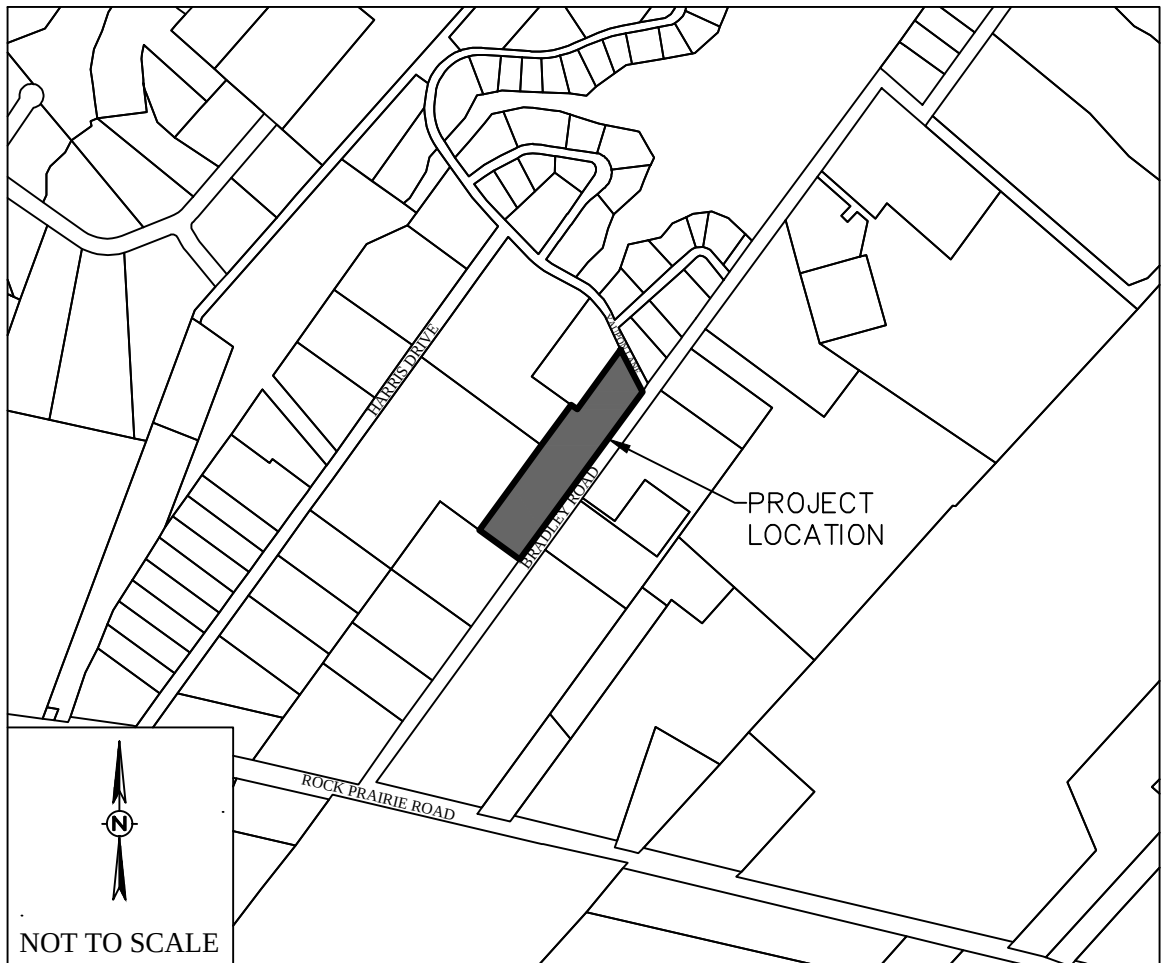
LEGEND



ORIGINAL ZONING



VICINITY MAP



REZONING EXHIBIT

MOREAU TRACT
4.073 ACRES

EXISTING ZONING: RURAL (R)
PROPOSED ZONING: ESTATE (E)
THOMAS CARUTHERS LEAGUE SURVEY, A-9
COLLEGE STATION, TEXAS

OWNERS/DEVELOPERS:
Chuck Moreau
2737 Cloisters Drive
College Station, Texas, 77845
(979) 218-8835

SCALE: 1"=40'
AUGUST 2025
SURVEYOR:



David Powell Brister, RPLS No. 6537
Kerr Surveying, LLC
1718 Briarcrest Dr.
Bryan, TX 77803
(979) 268-3195
TBP&LS FIRM # 10018500
KERR JOB 25-0869

ENGINEER:



TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
www.schultzeng.com
(979) 764-3900

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: September 18, 2025
Advertised Council Hearing Date: October 9, 2025

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Carter Lake Home Owners Corporation

Property owner notices mailed: 14
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Estate Residential	R Rural	Single-Family Residential
South	Estate Residential	R Rural	Bradley Rd (Private Street)/Undeveloped
East	Estate Residential	R Rural	Single-Family Residential/Undeveloped
West	Estate Residential	R Rural	Single-Family Residential/Undeveloped

DEVELOPMENT HISTORY

Annexation: March 2008
Zoning: R Rural (2008)
Final Plat: Unplatted
Site development: Undeveloped



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: MOREAU TRACT MINOR REPLAT REZONING (REZ2025-000011)

Address:

Legal Description: A000901, THOMAS CARRUTHERS (ICL), TRACT 56, 4.0791 ACRES

Total Acreage: 4.08

Applicant:: SCHULTZ ENGINEERING

Property Owner: Charles M. and Suzanne Moreau

List the changed or changing conditions in the area or in the City which make this zone change necessary.

Increased demand for single family detached housing.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

This zone change is in accordance with the comprehensive plan.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The use permitted by the current zoning would be for only one residential lot.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The use permitted by the rezoning would be for two estate lots.

Explain the suitability of the property for uses permitted by the current zoning district.

The use permitted by the rezoning would be for two estate lots.

Explain the marketability of the property for uses permitted by the current zoning district.

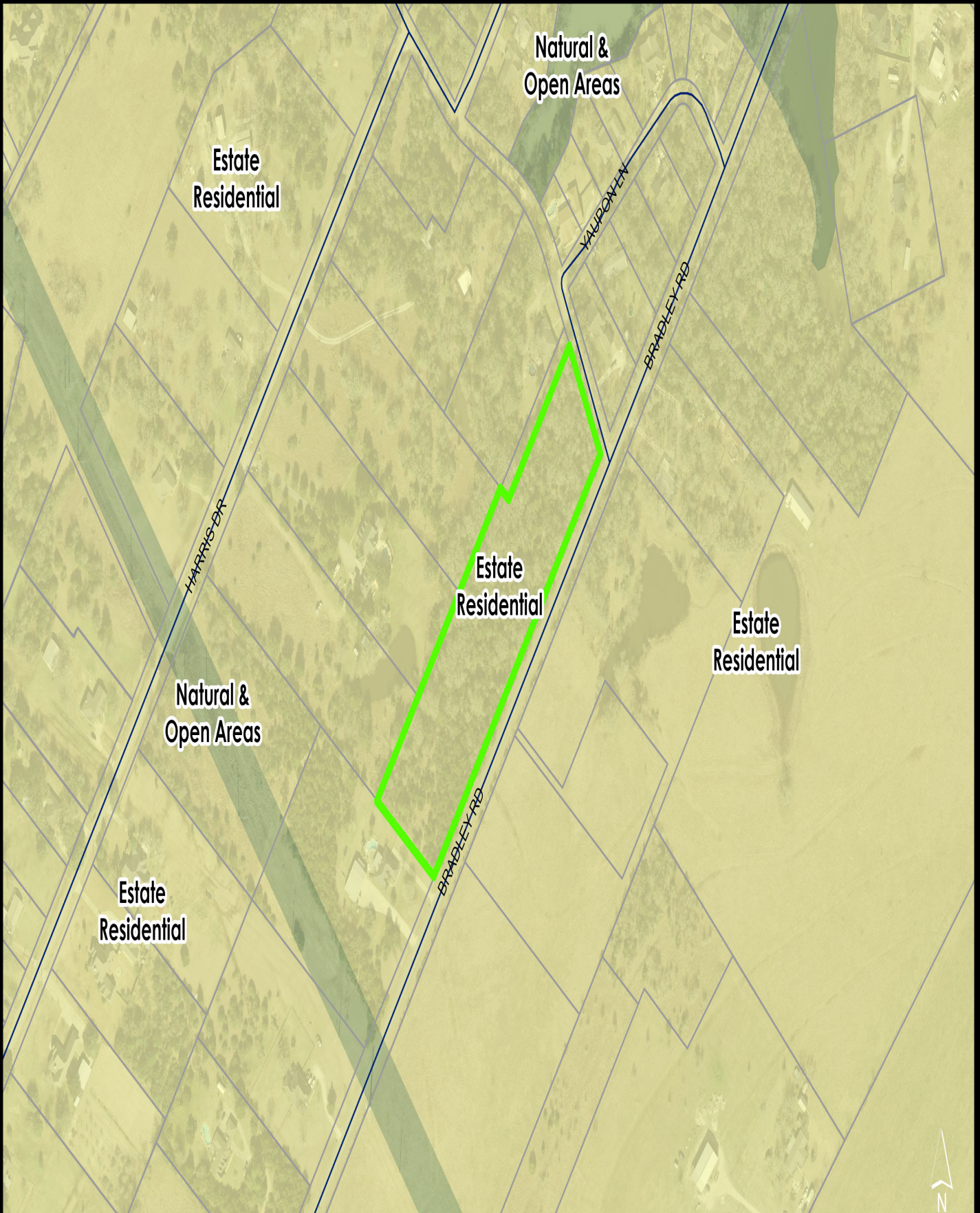
The use permitted by the current zoning would be for a single residential lot. It would be marketable but not as much as 2 residential lots would be.

List any other reasons to support this zone change.

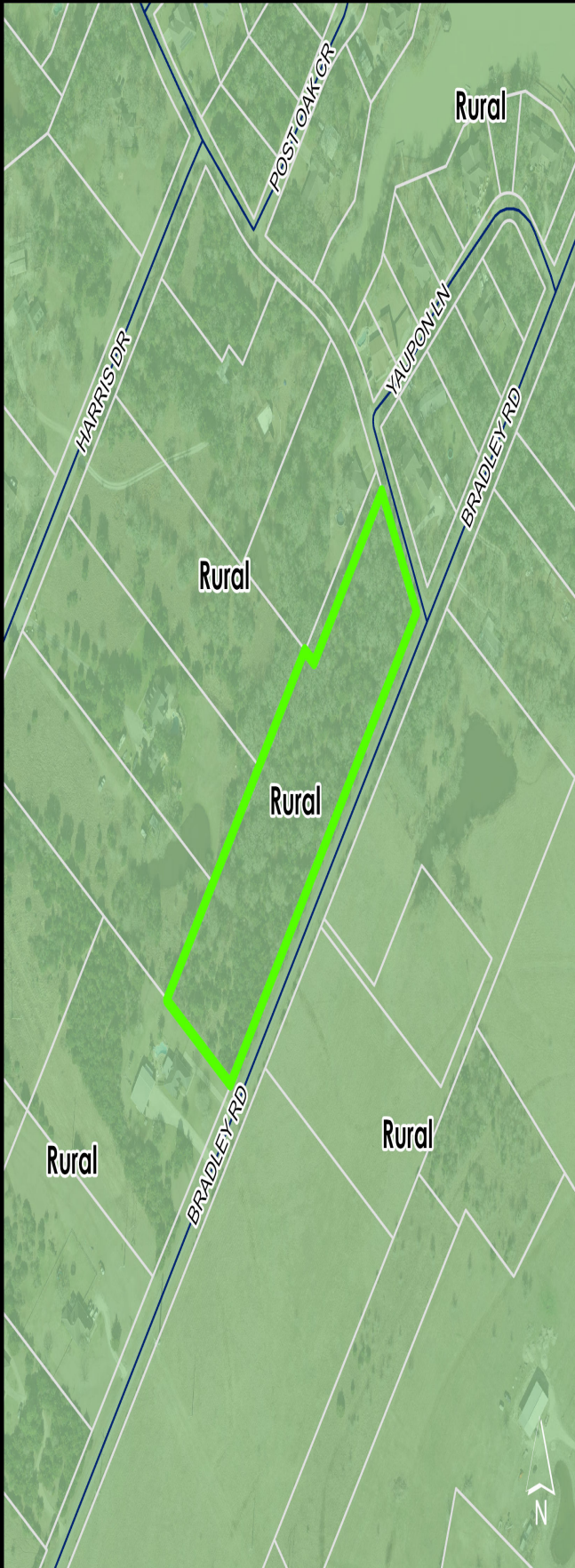
The owner would like to subdivide the property for use by his family.

EXISTING

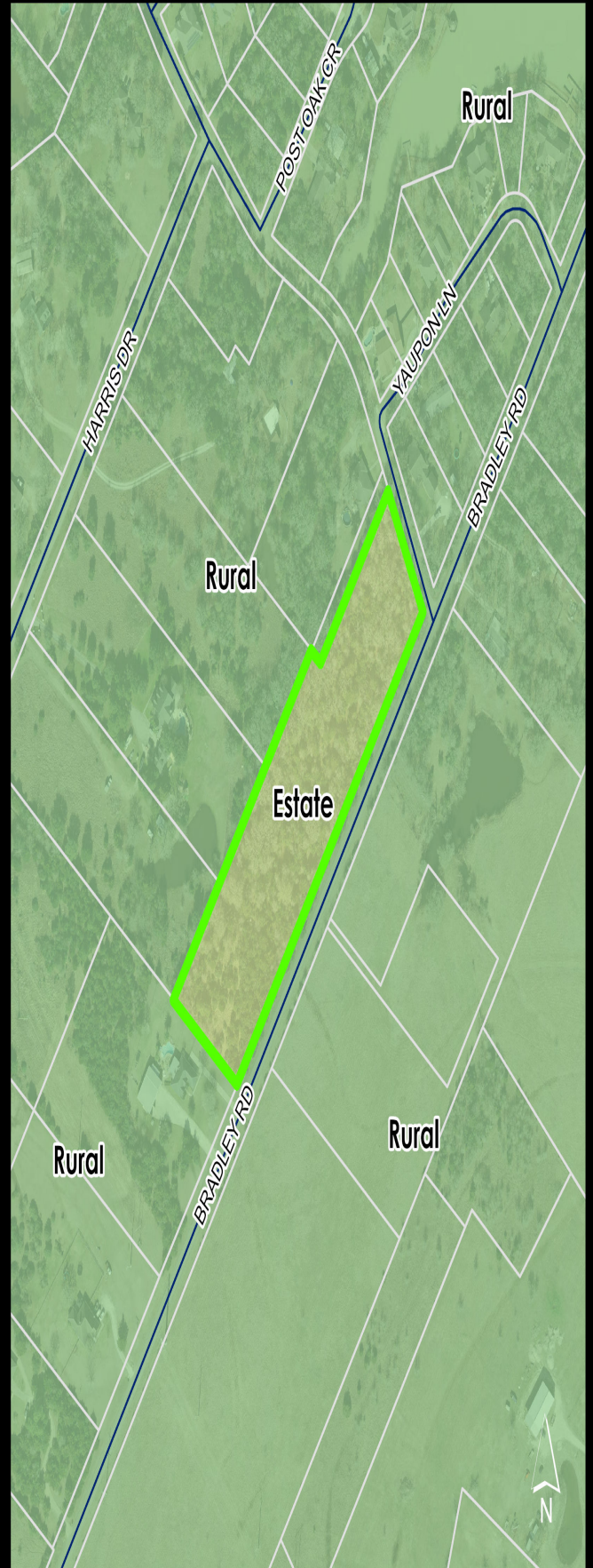
Future Land Use



EXISTING Zoning



PROPOSED Zoning



October 9, 2025
Item No. 9.5.
Summit Crossing Expansion -2

Sponsor: Jeff Howell, Senior Planner

Reviewed By CBC: N/A

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GC General Commercial to MF Multi-Family for approximately 4.71 acres generally located south of the intersection of University Drive East and East Crest Drive.

Relationship to Strategic Goals:

Diverse and Growing Economy

Recommendation(s): Staff recommends approval of this rezoning request with the following condition: A 10’ landscape buffer with an 8’ fence in accordance with Section 7.7.F. of the Unified Development Ordinance as required between GC General Commercial and MF Multi-Family uses be provided along the western property line of the MF Multi-Family portion of this rezoning adjacent to Lot 1, Block 1, Crescent Pointe Phase 1 and Lot 4, Block 1, Crescent Pointe Phase 1 be provided on the subject property at time of site development.

Recommendation by the Planning and Zoning Commission will be provided at the time of the meeting for this item.

Summary: This request is to rezone approximately 4.71 acres of land generally located south of the intersection of University Drive East and East Crest Drive from GC General Commercial to MF MultiFamily. The area proposed to be rezoned consists of a portion of an un-platted property and is currently vacant. The property was originally zoned R Rural upon annexation to the City in 1980 and the GC General Commercial rezoning taking place later in 2008. This zoning request is in effort to provide additional housing and residential density to the area. This request is an expansion to a recent rezoning request that was approved on August 14, 2025 which included the same condition. The applicant is requesting the MF Multi-Family zoning district for a proposed multi-family development which would not be permitted within the GC General Commercial zoning district.

REZONING REVIEW CRITERIA

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

The subject tract is partially designated as General Commercial on the Comprehensive Plan Future Land Use & Character Map. For the General Commercial land use, the Comprehensive Plan provides the following:

Areas appropriate for concentrated areas of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large and located along regionally significant roads. Due to their context, these areas tend to prioritize automobile mobility.

The intent of the General Commercial land use is to accommodate a commercial uses, concentrate development at major intersections, and encourage shared surface parking.

The zoning districts that are generally appropriate within the General Commercial land use include: General commercial, office, and mixed-use zoning.

A portion of subject tract was also recently designated as Urban Residential on the Comprehensive Plan Future Land Use & Character Map. For the Urban Residential land use, the Comprehensive Plan provides the following:

Areas appropriate for range of high-density multifamily and attached residential development in various forms. Buildings may be clustered and grouped. Building setback from street varies but is generally consistent within a development. Also, they are to support commercial, service, office uses, and vertical mixed-use within redevelopment areas.

The intent of the Urban Residential land use is to accommodate a wide range of attractive multifamily housing for a diverse population. Buildings may be clustered and grouped with connectivity between developments.

The zoning districts that are generally appropriate within the Urban Residential land use include: Multi-family, townhouse, mixed-use, and limited suburban commercial zoning.

The Comprehensive Plan serves as a guide to achieve the community's vision for the future. It anticipates and guides physical development in a manner that provides College Station with a balance of land uses that promote economic development while retaining the quality of life. The future land use designations are generally flexible and are not tied to a specific boundary as compared to the zoning district. This is also more apparent as the property has not been subdivided or there are no natural features dictating the boundary (i.e. floodplain).

The proposed rezoning request to MF Multi-Family is consistent with the Comprehensive Plan as the request will be providing a development with permitted uses allowed by the zoning district.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject property is near other existing multi-family zoned property and office uses. To the south, the area remains undeveloped and was recently rezoned to MF Multi-Family. The other surrounding properties are zoned GC General Commercial. To the west, the property is developed as an existing office development, while the property to the north and east are vacant. The proposed zoning district is appropriate in the context of the area as it would allow for infill with additional housing options to be located adjacent to similar development. Access to major thoroughfares including University Drive East and an extension of Summit Crossing Lane would be coordinated through platting and connecting to the existing developments.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject property is suitable for multi-family but would have to conform to the density standards for the district. The site also has adequate space to meet the minimal dimensional standards as set forth in the Unified Development Ordinance. This request would expand the MF Multi-Family area when taking into consideration the adjacent area that was rezoned in August 2025.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water and wastewater infrastructure is adequate to support the needs of this development. Drainage and any other infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property is located near the intersection of University Drive East and East Crest Drive. University Drive East is identified as a Major Arterial on the Thoroughfare Plan. Additional right-of-way will need to be continued and dedicated as part of the platting process to provide circulation and connect to existing roadways. The use is expected to generate more than 150 trips in any peak hour; therefore, a Traffic Impact Analysis (TIA) was required to be submitted with the application. As part of the TIA, mitigation recommendations included a signal to be provided at University Drive East and East Crest Drive and a roundabout or signal along Harvey Road at Summit Crossing Lane.

5. The marketability of the property:

The applicant states the property can be marketable for commercial uses, and 15 acres of commercial land has been preserved closer to University Drive East to develop it for commercial uses.

Budget & Financial Summary: N/A

Attachments:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARY FROM GC GENERAL COMMERCIAL TO MF MULTI-FAMILY FOR APPROXIMATELY 4.71 ACRES GENERALLY LOCATED SOUTH OF THE INTERSECTION OF UNIVERSITY DRIVE EAST AND EAST CREST DRIVE AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B” and Exhibit “C”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from GC General Commercial to MF Multi-Family:



**KERR
SURVEYING**

FIELD NOTES DESCRIPTION
OF A
4.71 ACRE TRACT
JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 4.71 ACRES IN THE JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 31.978 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE SUMMIT CROSSING, LLC, RECORDED IN VOLUME 7675, PAGE 179 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT) AND BEING A PORTION OF A CALLED 12.545 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TECHNOLOGGING, LP, RECORDED IN VOLUME 7675, PAGE 200 (OPRBCT); SAID 4.71 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the northeast line of Crescent Pointe, Phase 4, filed in Volume 9490, Page 112 (OPRBCT), for the south corner of said 31.978 acres;

THENCE, with the common line of said 31.978 acres and said Crescent Pointe, Phase 4, **N 46° 35' 24" W**, passing at a distance of 283.39 feet a 1/2 inch iron rod found for the north corner of said Crescent Pointe, Phase 4, and being the east corner of Crescent Pointe, filed in Volume 5708, Page 76 (OPRBCT) and continuing with the common line of said 31.978 acres and said Crescent Pointe for a total distance of **632.30 feet** to a 1/2 inch iron rod with a blue plastic cap stamped “KERR SURVEYING” set for the **POINT OF BEGINNING** hereof, from which the City of College Station Monument C594-242 bears **N 67° 26' 24" E**, a distance of 4,756.94 feet;

THENCE, continuing with the common line of said Crescent Pointe and said 31.978 acres, **N 46° 35' 24" W**, passing at a distance of 261.80 feet a 1/2 inch iron rod with a plastic cap stamped “K MCCLURE” found and continuing for a total distance of **308.49 feet** to a 1/2 inch iron rod with a blue plastic cap stamped “KERR SURVEYING” set for the west corner hereof;

THENCE, through said 31.978 acres for the following three (3) courses and distances:

- 1) **N 43° 23' 54" E**, for a distance of **662.49 feet** to a 1/2 inch iron rod with a blue plastic cap stamped “KERR SURVEYING” set
- 2) **S 52° 08' 09" E**, for a distance of **66.42 feet** to a 1/2 inch iron rod with a blue plastic cap stamped “KERR SURVEYING” set
- 3) With a curve to the left, having a radius of **480.00 feet**, an arc length of **119.96 feet**, a delta angle of **14° 19' 08"**, and a chord which bears **S 59° 17' 43" E**, a distance of **119.65 feet**, and passing the common line of said 31.978

25-1176_M&B.docx

1 | Page

acres and said 12.545 acres to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set within said 12.545 acres;

THENCE, through said 12.545 acres, **S 08° 55' 42" E**, for a distance of **161.12 feet** and passing the common line of said 12.545 acres and said 31.978 acres to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set within said 31.978 acres;

THENCE, continuing through said 31.978 acres, **S 43° 34' 42" W**, for a distance of **596.78 feet** to the **POINT OF BEGINNING** hereof and containing **4.71 acres**, more or less.

Surveyed on the ground August 2024 under my supervision. See plat prepared September 2024 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00011060575660 (calculated using GEOID12B). Reference drawing: 25-1176-EXHIBIT-5.

REVISED 09/10/2025: Corrected distances based on engineer linework.

Michael Konetski

9/10/25

Michael Konetski

Registered Professional Land Surveyor No. 6531



KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Exhibit B

That the Follow Conditions must be satisfied:

1. A 10' landscape buffer with an 8' fence in accordance with Section 7.7.F. of the Unified Development Ordinance as required between GC General Commercial and MF Multi-Family uses be provided along the western property line of the MF Multi-Family portion of this rezoning adjacent to Lot 1, Block 1, Crescent Pointe Phase 1 and Lot 4, Block 1, Crescent Pointe Phase 1 be provided on the subject property at time of site development.

Exhibit C







<u>Residential</u>	MH	Middle Housing
R Rural	MF	Multi-Family
WE Wellborn Estate	MU	Mixed-Use
E Estate	MHP	Manufactured Home Pk.
WRS Wellborn Restricted Suburban		
RS Restricted Suburban		
GS General Suburban		
D Duplex		
T Townhome		

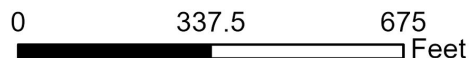
Non-Residential	
NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

OV	Corridor Ovr.
RDD	Redevelopment District
HOO	High Occupancy Ovr.
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

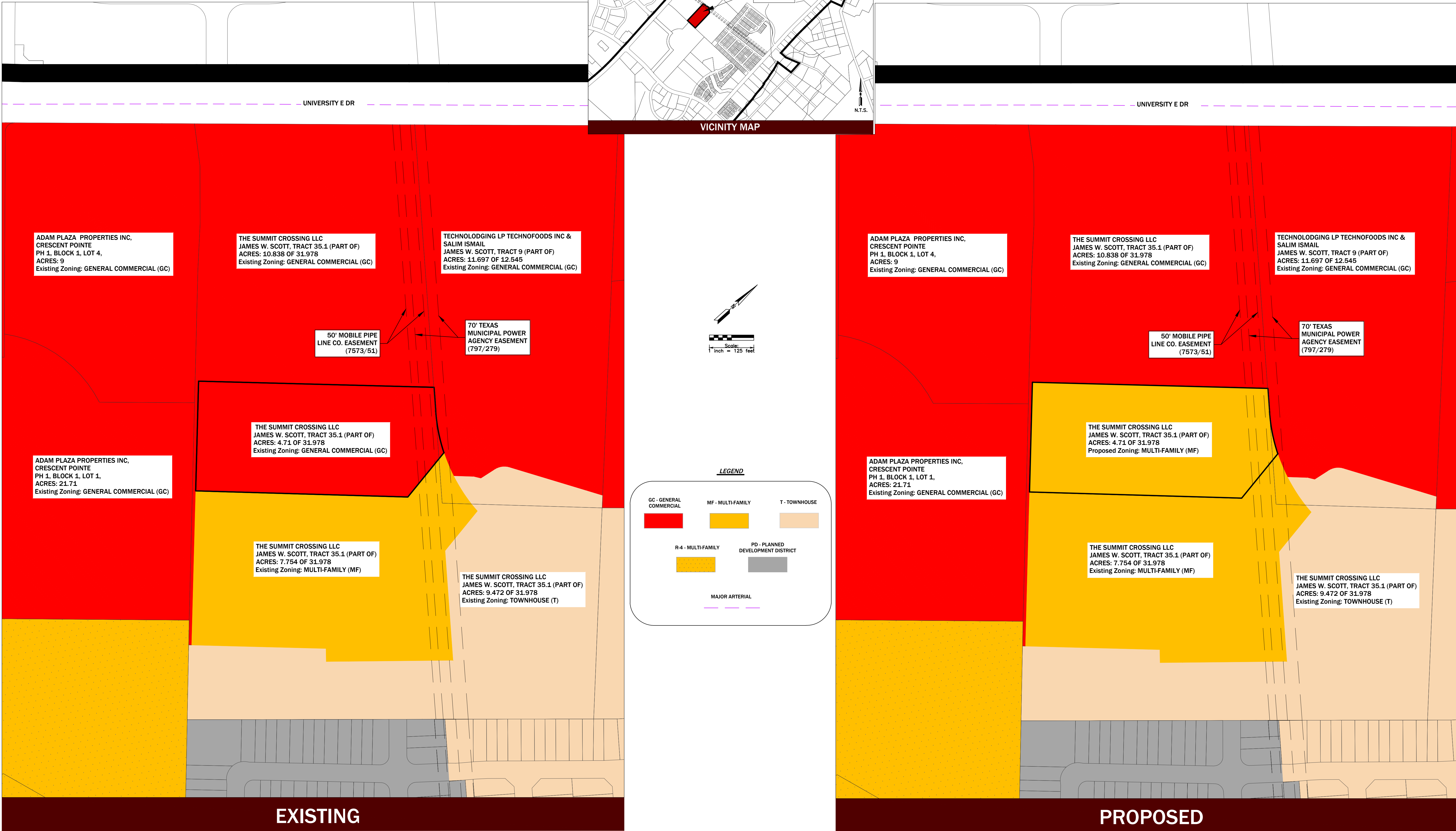
R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



SUMMIT CROSSING EXPANSION-2

Case:
REZ2025-000022

REZONING



BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: October 2, 2025
Advertised Council Hearing Date: October 9, 2025

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

N/A

Property owner notices mailed: 4

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Commercial	GC General Commercial	Vacant
South	Urban Residential	MF Multi-Family	Office, Vacant
East	General Commercial, Urban Residential	GC General Commercial, MF Multi-Family	Vacant
West	General Commercial	GC General Commercial	Office

DEVELOPMENT HISTORY

Annexed: September 1980
Zoning: A-O Agricultural-Open (upon annexation 1980)
A-O Agricultural-Open to C-1 General Commercial (2008)
C-1 General Commercial renamed to GC General Commercial (2012)

Final Plat: Unplatted
Site Development: Vacant



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: SUMMIT CROSSING EXPANSION-2 (REZ2025-000022)

Address: N/A

Legal Description: A004901, J W SCOTT (ICL), TRACT 35.1, 31.978 ACRES

Total Acreage: 4.71

Applicant:: CRISSY HARTL

Property Owner: THE SUMMIT CROSSING LLC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

On August 14, 2025, the City Council approved a Comprehensive Plan Amendment and rezoning requests for multi-family and townhome uses in the Summit Crossing development. Due to negotiations with the neighboring Adam Corporation before the City Council meeting, the applicant withdrew a portion of the multi-family request, referred to as Tract 1, with the intent to bring back a new application to reflect the adjusted property configuration. This rezoning request is the remainder of the multi-family portion of the development.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The Comprehensive Plan was recently amended to reflect Urban land uses as being appropriate for this property. The requested zone change to MF Multi-family is in accordance with the Comprehensive Plan.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

Commercial uses can be suitable on this property, and approximately 15 acres of commercial has been preserved closer to University Drive East. Office and multi-family uses have been developed in the vicinity of the property and would be a suitable land use. However, multi-family housing is highly desired in College Station and more suitable for the property.

Explain the suitability of the property for uses permitted by the rezoning district requested.

Summit Crossing is developing into a mixed-use area that includes commercial uses and a mix of residential units including multi-family and townhomes that were recently approved by the City Council. Rezoning the additional acreage for multi-family uses is suitable for this property.

Explain the suitability of the property for uses permitted by the current zoning district.

Summit Crossing is developing into a mixed-use area that includes commercial uses and a mix of residential units including multi-family and townhomes that were recently approved by the City Council. Rezoning the additional acreage for multi-family uses is suitable for this property.

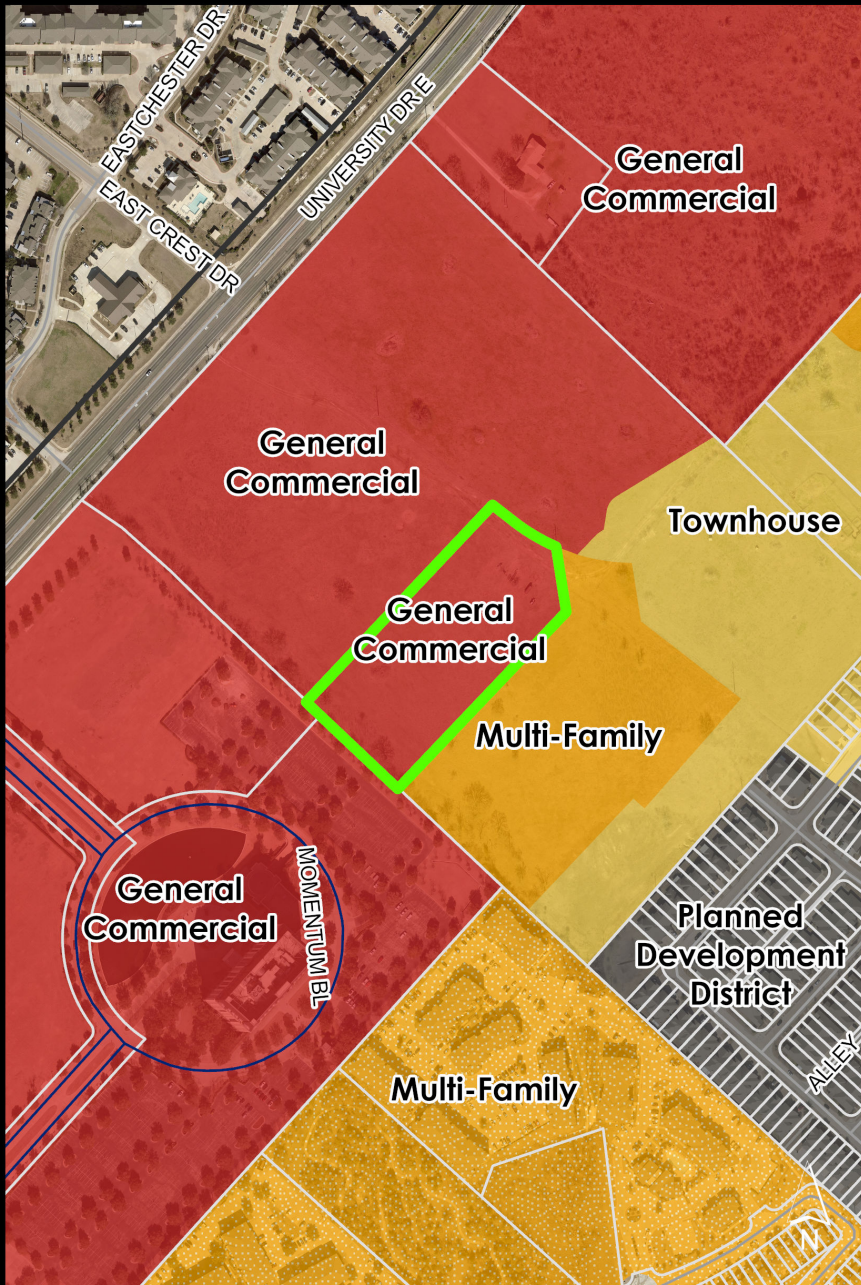
Explain the marketability of the property for uses permitted by the current zoning district.

The property can be marketable for commercial uses, and 15 acres of commercial land has been preserved closer to University Drive East to develop it for commercial uses.

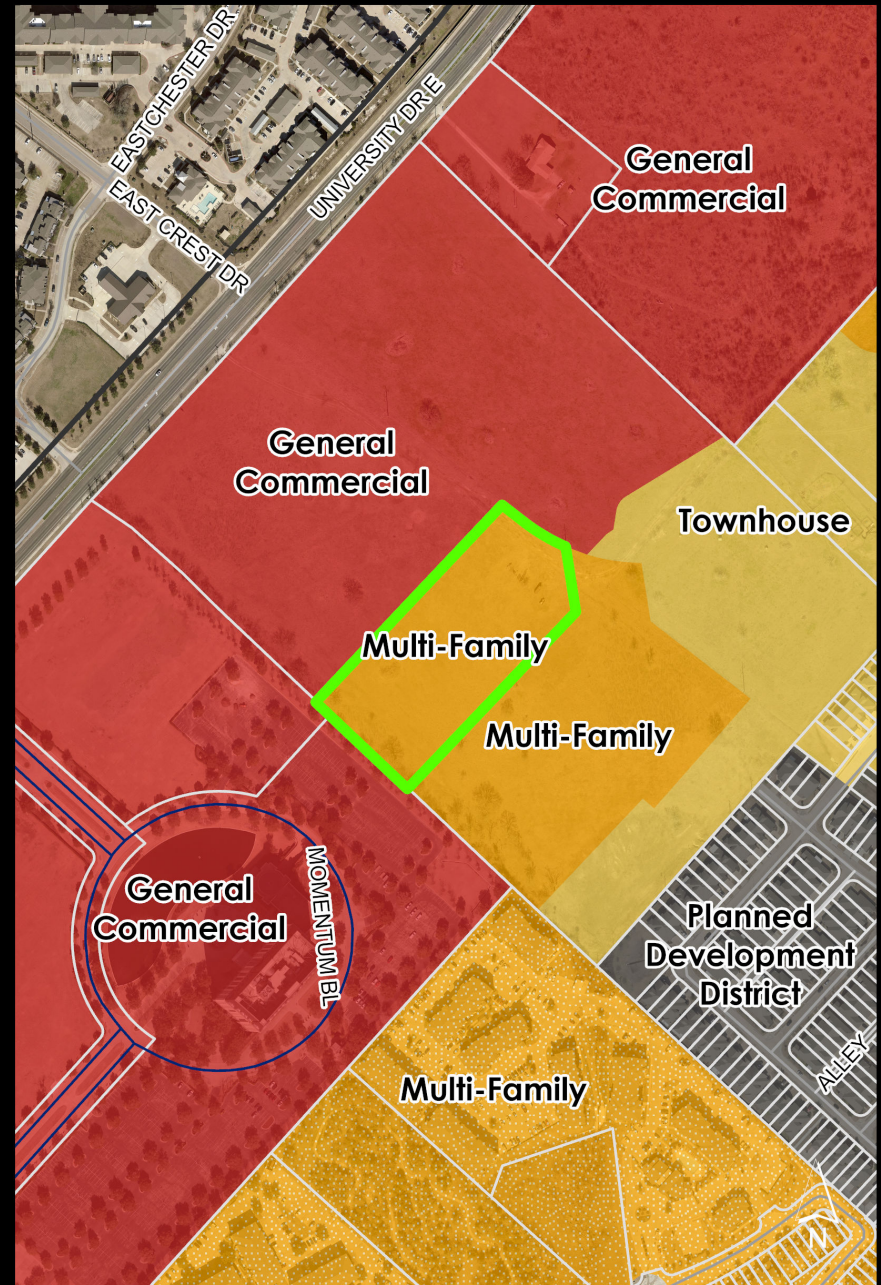
List any other reasons to support this zone change.

N/A

EXISTING Zoning

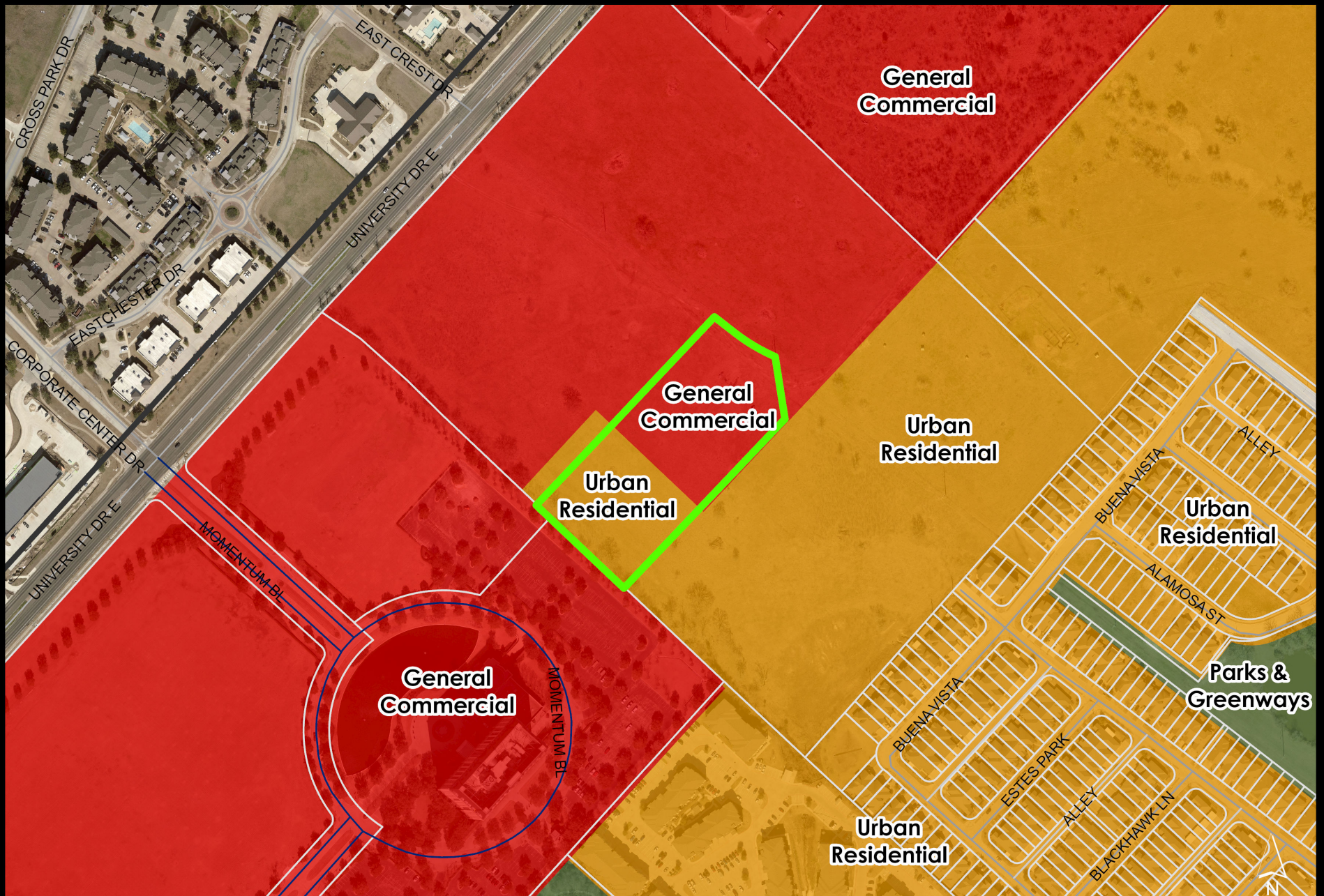


PROPOSED Zoning



EXISTING

Future Land Use



October 9, 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 October 11th thru October 23rd:

October 11 - VCS Tailgate Invite (TAMU vs Florida)
October 11 - 2025 Habitat for Humanity Candidates Build
October 13 - Kosovo War Statue Dedication Ceremony
October 13 - Bicycle, Pedestrian, and Greenway Board Meeting
October 14 - Parks and Recreation Board Meeting
October 15 - Exploring History Luncheon
October 15 - Food Truck Wednesday's
October 16 - Business After Hours
October 16 - Junction Five-O-Five | Harvest Moon Celebration
October 16 - Planning & Zoning Commission Meeting
October 18 - BV Fair and Rodeo VIP Evening
October 19 - Fall Homegrown Market
October 20 - Intergovernmental Committee Meeting
October 20 - Historical Marker Unveiling
October 21 - Council Transportation Committee Meeting
October 22 - Transportation Committee Meeting
October 22 - Housing Plan Advisory Committee Meeting
October 22 - Food Truck Wednesday's
October 23 - Council Meeting Day

Budget & Financial Summary: None.

Attachments:

None

October 9, 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