



College Station, TX

Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840

Internet: www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 287 987 474 175 | Passcode: gZw5cS

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

November 13, 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. 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.
- b. Legal advice regarding the process to acquire land for the Greens Prairie Widening project and the Victoria Drive Roundabout project.

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

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

- a. Approximately 8 acres of land located at 1508 Harvey Road.
- b. Approximately 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.
- c. Property located within the Midtown Business Park.
- d. Property generally located in the 3100 block of Harvey Road.

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

Possible action. The City Council may deliberate the appointment, employment, evaluation,

reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

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

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

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

- a. Economic development agreement with Corinth Group, Inc.
- b. Economic development agreement for a development within the Midtown Business Park relating to baseball fields.
- c. Economic development agreement with College Station Town Center, LP.
- d. Economic development agreement for a development generally located at the intersection of University Drive and College Avenue.
- e. Economic development agreement for a development generally located in 3100 block of Harvey Road.
- f. Economic development agreement between the City and CS Science Park, LLC as assigned to OGC College Station Park, LP.

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

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

Speaker Protocol.

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

5. 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.

6. 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.

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

- October 23, 2025 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM102325 DRAFT Minutes

6.2. Presentation, discussion, and possible action on the City's Indefinite Delivery/ Indefinite Quantity (IDIQ) list where identified firms will be pre-qualified to provide on-call, as needed, professional services for 22 different categories based on their qualifications.

Sponsors: Jennifer Cain

Attachments: 1. Pre-Qualified List 2025 IDIQ Memo

6.3. Presentation, discussion, and possible action on a design contract with Kimley-Horn and Associates for the design of the Carter's Grove Utility Rehabilitation Project in the amount of \$1,416,600 and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Sponsors: Jennifer Cain

Attachments:

1. Carters Grove W-WW Rehab Project Location Map
2. Carters Grove W-WW Rehab Response List
3. Carters Grove W-WW Rehab Design Contract Vendor Signed
4. Carters Grove W-WW Rehab DRR FINAL

6.4. Presentation, discussion, and possible action on a construction contract with Marek Brothers Construction, Inc. for the CSU Operations Expansion in the amount of \$2,653,150 plus the City's contingency in the amount of \$265,315 for a total appropriation of \$2,918,465. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Sponsors: Jennifer Cain

Attachments:

1. CSU Operations Vendor Signed Contract
2. CSU Operations Final Tab Sheet

6.5. Presentation, discussion, and possible action on a construction contract with Concord Commercial Services for the Veterans Park entryway signage construction for both the Harvey Road and University Drive entrances in the amount of \$176,077.80 plus the City's contingency in the amount of \$17,607.78 for a total appropriation of \$193,685.58. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Sponsors: Jennifer Cain

Attachments:

1. VPAC Entry Signage Vendor Signed Contract
2. VPAC Entry Signage Final Bid Tabulation
3. VPAC Entry Signage Location Map

6.6. Presentation, discussion, and possible action on a construction contract with Larry Young Paving, Inc. in the amount of \$7,723,287 for the Krenek Tap Road Project, plus the City's contingency in the amount of \$772,329 for a total appropriation of \$8,495,616. Approval of this item grants

authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Sponsors: Jennifer Cain

Attachments: 1. Krenek Tap Rehab Project Location Map
2. Krenek Tap Rehab List of Responses
3. Krenek Tap Construction Vendor Signed Contract

- 6.7. Presentation, discussion, and possible action on a resolution authorizing the Chief of Police for the Office of the Governor - VOCA Grant (Victim Services) providing \$64,098 in funds for victim services.

Sponsors: Billy Couch

Attachments: 1. FY 26 VOCA Grant Resolution

- 6.8. Presentation, discussion, and possible action regarding a resolution authorizing the Chief of Police to execute the grant application and any documents necessary to receive grant funding from the Office of the Governor through the Texas State Crisis Intervention Program.

Sponsors: Billy Couch

Attachments: 1. FY 26 State Crisis Intervention Grant Resolution

- 6.9. Presentation, discussion, and possible action on a resolution authorizing the Chief of Police as the authorized official to execute documents necessary for the release of grant funds from the Homeland Security Division (SHSP - LETPA) for Hostage Negotiation Team Comtac VIII equipment.

Sponsors: Billy Couch

Attachments: 1. FY 26 SHSP-LETPA Grant Resolution

- 6.10. Presentation, discussion, possible action on the second amendment to the Axon Enterprise, Inc. ("AXON") ten-year master service agreement adding AI Assisted Report Writing for an increase of approximately \$944,580.

Sponsors: Mike Pavelka

Attachments: 1. Axon 23300001 AMD#2

- 6.11. Presentation, discussion, and possible action on a three-year renewal of a software subscription from Environmental Systems Research Institute, Inc. for the amount of \$270,900.

Sponsors: Sam Rivera

Attachments: 1. Contract 26300071

- 6.12. Presentation, discussion, and possible action on a resolution confirming compliance with Federal Rules and Regulations and designating officers required for compliance with the Community Development Block Grant Mitigation (CDBG-MIT) grant.

Sponsors: David Brower

Attachments: 1. GLO CDBG Resolution

- 6.13. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing on-street parking for sections of Ascend Lane, Bramber Drive, Brayden Drive, Brianna Loop, Foxglove Court, Houberry Loop, Maycomb Drive, Tradewind Drive, and four Public Alleys located in the Midtown Reserve Subdivision.

Sponsors: Carl Ahrens

Attachments: 1. City Council Nov13 Parking Removal Exhibit
2. Parking Removal Ordinance

- 6.14. Presentation, discussion, and possible action on a construction contract with Paragon Sports Constructors, LLC for Little League and Senior League field redevelopment at Brian Bachmann Community Park in the amount of \$137,500 plus the City's contingency in the amount of \$13,750 for a total appropriation of \$151,250.

Sponsors: Gene Ballew

Attachments: 1. Construction Contract

- 6.15. Presentation, discussion, and possible action regarding approval of quotes for the purchase of Hazmat Equipment with FarrWest for an amount not to exceed \$128,382.

Sponsors: Richard Mann

Attachments: 1. FarrWest

- 6.16. Presentation, discussion, and possible action regarding the FY2025 Comprehensive Plan and Unified Development Ordinance (UDO) Annual Review.

Sponsors: Ashley Klein

Attachments: 1. FY25 Comprehensive Plan & UDO Annual Review

- 6.17. Presentation, discussion, and possible action on a repeal of Resolution No. 09-13-12-2g which established the Hotel Occupancy Tax Fund Event Grant Application Policy which was administered in coordination with the Bryan-College Station Convention & Visitor's Center Bureau.

Sponsors: Jeremiah Cook

Attachments: 1. Resolution 09-13-12-2g
2. Ordinance 2025-4569
3. Resolution Repealing Resolution 09-13-12-2g

7. Workshop Agenda.

- 7.1. Presentation, discussion, and possible action regarding the Tourism Strategic Plan.

Sponsors: Jeremiah Cook

Attachments: None

- 7.2. Presentation, discussion, and possible action on the Texas A&M Off Campus Student Services Presentation.

Sponsors: Barbara Moore

Attachments: None

8. Regular Agenda.

- 8.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district 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

- 8.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts", Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban to MH Middle Housing on approximately 0.5 acres generally located at 1612 Park Place A & B.

Sponsors: Garrett Segraves

Attachments:

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

- 8.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to PDD Planned Development District for approximately 3.60 acres at 3768 McCullough Road, generally located northeast of the intersection of Wellborn Road and McCullough Road.

Sponsors: Jeff Howell

Attachments:

1. Ordinance
2. Aerial and Small Area Map
3. Background Information
4. Applicants Supporting Information
5. Rezoning Map
6. Existing Future Land Use Map
7. Rezoning Exhibit
8. Concept Plan

- 8.4. Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning a 0.082-acre portion of a 30-foot-wide Landscape, Access, and Public Utility Easement located along Lot 2, Block 4 of The Business Center at College Station Subdivision, Phase Two, Brazos County, Texas according to the plat recorded in Volume 3490, Page 267 of the Official Public Records of Brazos County, Texas.

Sponsors: Lucas Harper

Attachments:

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

- 8.5. Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning a 0.252-acre portion of a 30-foot-wide Landscape and Utility Easement located along Lot 1R, Block 4 of The Business Center at College Station Subdivision, Phase Three, Brazos County, Texas according to the plats recorded in Volume 3764, Page 130, and Volume 11640, Page 99 of the Official Public Records of Brazos County, Texas.

Sponsors: Lucas Harper

Attachments:

1. Location Map
2. Vicinity Map

3. Ordinance
4. Application

8.6. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Chapter 103, "Buildings and Building Regulations," Article III, "Technical Codes," Division 2, "Building Codes," and Division 3, "Electrical Code" adopting the 2024 International Codes, the 2023 National Electrical Code (NEC), and related amendments.

Sponsors: Brian Binford

Attachments: 1. Overview of Changes and Local Amendments
2. Ordinance

8.7. Presentation, discussion, and possible action regarding an ordinance amending Chapter 16, "Fire Prevention and Protection," Article III, "Fire Code," Sections 16-51 and 16-52 and Article IV, "Life Safety Code", Section 16-78.

Sponsors: Cameron Giordano

Attachments: 1. Fire Ordinance

8.8. Presentation, discussion, and possible action regarding the Veterans Park and Midtown area baseball field projects.

Sponsors: Michael Ostrowski

Attachments: None

8.9. Presentation, discussion, and possible action on two deductive change orders related to the Veterans Park Baseball Fields Project: a deduction of \$266,586.55 on the design contract with Pendulum Studio, LLC for design work and a deduction of \$5,000 on the Construction Manager at Risk contract with Crain Group, LLC for pre-construction services.

Sponsors: Jennifer Cain

Attachments: 1. VPAC Baseball Crain Group Closeout CO
2. VPAC Baseball Pendulum Closeout CO

8.10. Presentation, discussion, and possible action regarding a resolution nominating candidate(s) for the Brazos Central Appraisal District Board of Directors.

Sponsors: Tanya Smith

Attachments: 1. Nomination Letter
2. Resolution Nominating BCAD Board of Directors

8.11. Presentation, discussion, and possible action regarding the appointments of the Impact Fee Advisory Committee.

Sponsors: Tanya Smith

Attachments: None

9. 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.

10. 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)

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

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

12. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on November 6, 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."

November 13, 2025
Item No. 6.1.
October 23rd Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM102325 DRAFT Minutes

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

City Staff:

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

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 3:00 p.m. on October 23, 2025, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel and §551.087-Economic Incentive Negotiations, and the College Station City Council convened into Executive Session at 3:01 p.m. on October 23, 2025, to continue discussing matters pertaining to:

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

- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas; and
- The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas; and
- Legal advice regarding the process to acquire land for the Victoria Drive Roundabout project and the Greens Prairie Road Widening project.
- Legal advice regarding baseball fields at Veterans Park and in the Midtown area.

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

- Approximately 8 acres of land located at 1508 Harvey Road.
- Approximately 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.
- Property generally located in the 3100 block of Harvey Road.

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

- City Judge
- City Secretary
- Internal Auditor
- City Attorney
- City Manager
- Council Self-Evaluation

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

- Funding agreement with Greater Brazos Partnership for services related to Plug and Play.
- Economic development agreement with Corinth Group, Inc. c. Economic development agreement with Southern Roots.
- Economic development agreement with College Station Town Center, LP.
- Economic development agreement for a development generally located at the intersection of University Drive and College Avenue.
- Economic development agreement for a development generally located in 3100 block of Harvey Road.

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 6:03 p.m.

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

Invocation given by Chaplain Mike Armstrong, College Station Fire Department.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, to approve the absent request from Councilmember Scott Shafer for October 23, 2025. The motion carried unanimously.

5.1. Presentation proclaiming the week of November 3-7, 2025 as "Municipal Court Week."

Mayor Nichols presented a proclamation to Judge Spillane and Municipal Court Staff declaring November 3-7, 2025 as "Municipal Court Week."

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

Mayor Nichols presented a proclamation to Gene Ballew, Andrea Lauer, Kelli Nesbitt, Cateri Dixon, Program Specialist, Forestry and Natural Resource Management and James Campos, Tree Improvement Specialist declaring November 7, 2025 as "Texas Arbor Day."

6. Hear Visitors Comments.

No one signed up to speak at Hear Visitors.

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.

No items were pulled by the Council for clarification.

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

- **October 9, 2025 Council Meeting**

7.2. Presentation, discussion, and possible action regarding Ordinance No. 2025-4638 amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at any time" of the Code of Ordinances of the City of College Station, Texas to remove stopping, standing, and parking between certain hours on Timber Drive, Timber Creek Lane, Buffalo Creek Loop, Cottonwood Creek Lane.

7.3. Presentation, discussion, and possible action regarding the approval of Resolution No. 10-23-25-7.3 accepting the Federal FY-2024 Staffing for Adequate Fire and Emergency (SAFER) Grant in the amount of \$2,572,850.99.

7.4. Presentation, discussion, and possible action approving Resolution No. 10-23-25-7.4 authorizing expenditure to the Aggieland Humane Society, Inc. in the amount of \$349,140.

7.5. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Amber Alert Network Brazos Valley for FY26 in the amount of \$5,000.

7.6. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Arts Center of Brazos Valley for FY26 in the amount of \$35,000.

7.7. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Arts Center of Brazos Valley for FY26 in the amount of \$583,406.

7.8. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Bryan/College Station Chamber of Commerce for FY26 in the amount of \$25,000.

7.9. Presentation, discussion, and possible action on a funding agreement between the City of College Station and Keep Brazos Beautiful for FY26 in the amount of \$49,230.

7.10. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Memorial for All Veterans of the Brazos Valley for FY26 in the amount of \$30,000.

7.11. Presentation, discussion, and possible action on a funding agreement between the City of College Station and The Greater Brazos Valley Partnership for FY26 in the amount of \$350,000.

7.12. Presentation, discussion, and possible action regarding the enactment of Texas Senate Bill 1173 and requirements outlined in the Texas Local Government Code Chapter 252 regarding raising the statutory threshold to \$100,000 for competitive bidding and competitive proposal requirements.

7.13. Presentation, discussion, and possible action on approval of the 2025 Property Tax Roll in the amount of \$79,763,607.20.

Phillip Dorset, Creek Meadows, addressed the Council to support parts of the proposed restrictions while suggesting changes. He highlighted two key concerns: the ordinance does not fully address the problem and unnecessarily prohibits overnight parking for residents. The primary safety issue is a short section of Timber Drive during afternoon school pickups, with no significant problems observed in the mornings. Mr. Dorset recommended keeping the afternoon restrictions but eliminating the morning ones to allow overnight parking as car ownership in the neighborhood grows.

(7.2) Randell Smith, Senior Engineer, reported that a resident's complaint on August 20th led to an investigation revealing ongoing issues with improper pick-up and drop-off usage for over five years. To address this, consistent signage was installed: no parking from 7 to 9 AM and 2:30 to 4:30 PM, similar to other city school areas. This solution has worked well in Creek Meadows, with no further issues. At an October 7th public meeting, ten families supported the new signs. Mr. Smith warned that removing morning restrictions could be detrimental, as typically, 2-5 vehicles use the area in the mornings, while afternoons often see complete blockages and obstruct emergency vehicles.

Consent Item 7.2 was pulled for separate vote.

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember Wright, the City Council voted six (6) for and none (0) opposed, to approve the Consent agenda, with the exception of item 7.2. The motion carried unanimously.

(7.2) **MOTION:** Upon a motion made by Councilmember Yancy and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, to approve Consent item 7.2, to adopt Ordinance No. 2025-4638 amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at any time" of the Code of Ordinances of the City of College Station, Texas to remove stopping, standing, and parking between certain hours on Timber Drive, Timber Creek Lane, Buffalo Creek Loop, Cottonwood Creek Lane, with the exception of the morning time restriction stated in the proposed ordinance. The motion carried unanimously.

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action on the Northgate Small Area Plan Engagement Report Update.

Anthony Armstrong, Planning and Development Director, stated that Staff presented the Greater Northgate Small Area Plan Engagement Report as a Workshop item during the July 10th, 2025, City Council Meeting. At the conclusion of the item Council requested time to review the report and proposed community action items, asking staff to return later with a status update.

The report provided categorizes the 50 action items into three "buckets":

- Items already being explored or enacted by the City.
- Items related to ongoing engagement efforts, such as the Active Transportation Plan update.
- The remaining 33 items requiring council direction on whether to pursue them.

Mr. Armstrong stated that alternatively, staff could continue the Small Area Planning process, analyze ideas for feasibility, and develop an implementation plan for future adoption by the council.

Council Direction and Options		
→ Finish out Small Area Plan Process → Direct staff to pursue specific items (see packet attachment for list of items previewed below) → Request staff recommendations → Other alternatives		
Action Item		
In Progress (Underway or Upcoming)	On the Horizon (Not yet started, but being explored)	Needs Direction from Council
Extend the pedestrian wall on University Drive. Extend the existing University Drive pedestrian wall eastward as well as westward to at least 203 University Drive to better separate pedestrians from traffic. Conduct bicycle and pedestrian demand and safety study in the Northgate District. Analyze bicycle and pedestrian demands and meet desired safety outcomes by prioritizing signal timing, providing crossing enhancements along Church Avenue and other locations, lighting upgrades, ADA-compliant facilities, and other identified improvements. Further develop the pedestrian and bicycle grade separation feasibility study for the University Drive corridor. Coordinate with other agencies and stakeholders to conduct engineering, cost, and location studies to prioritize implementation of grade-separated crossings across University Drive along with identifying funding mechanisms.	Amend the Bicycle, Pedestrian, and Greenways Master Plan to include planned sidewalks to create a complete pedestrian network. Amend the Master Plan to ensure a complete sidewalk network on all streets within the planning area, except for Inlow Boulevard, Wellborn Road, and any segments where a shared use path provides equivalent access. Amend the Bicycle, Pedestrian, and Greenways Master Plan to include planned shared use paths along arterial roadways of University Drive, College Avenue, and Wellborn Road. Amend the Master Plan to increase bicycle and pedestrian access and safety to include shared use paths to be planned along the north side of University Drive from Texas Avenue to Wellborn Road, the west side of College Avenue from University Drive to the City limit, and the east side of Wellborn Road from University Drive to the City limit. Amend the Bicycle, Pedestrian, and Greenways Master Plan to include a planned shared use path along the Burton Creek Tributary and Inlow Boulevard. Amend the Master Plan for a planned off-street path connecting College Main to Nagle Street along the Burton Creek Tributary and then along Inlow Boulevard that would connect Northgate Park to Hensel Park.	Conduct analysis on alternative for the Wellborn Road cross-section. Evaluate options to retrofit the existing four-lane undivided roadway to consider turn lanes, designated bicycle infrastructure, and pedestrian crossings to increase safety and access along the Wellborn Road corridor. Conduct feasibility study on one-way street conversions. Evaluate potential conversions of streets (e.g., Tauber and Stasney) to one-way operations for potential to expand sidewalk width, introduce protected bike lanes, and/or increase on-street parking. The study could include how one-way street configurations could support flexible curb space, ride-share/drop-off, bike parking, and café seating. Extend streets for enhanced connectivity. Extend Cherry Street to connect with Maple Avenue to improve east-west movement. Extend Tauber Street to Aspen Street in coordination with the City of Bryan.

Proposed Next Steps

Three potential paths for moving forward were presented:

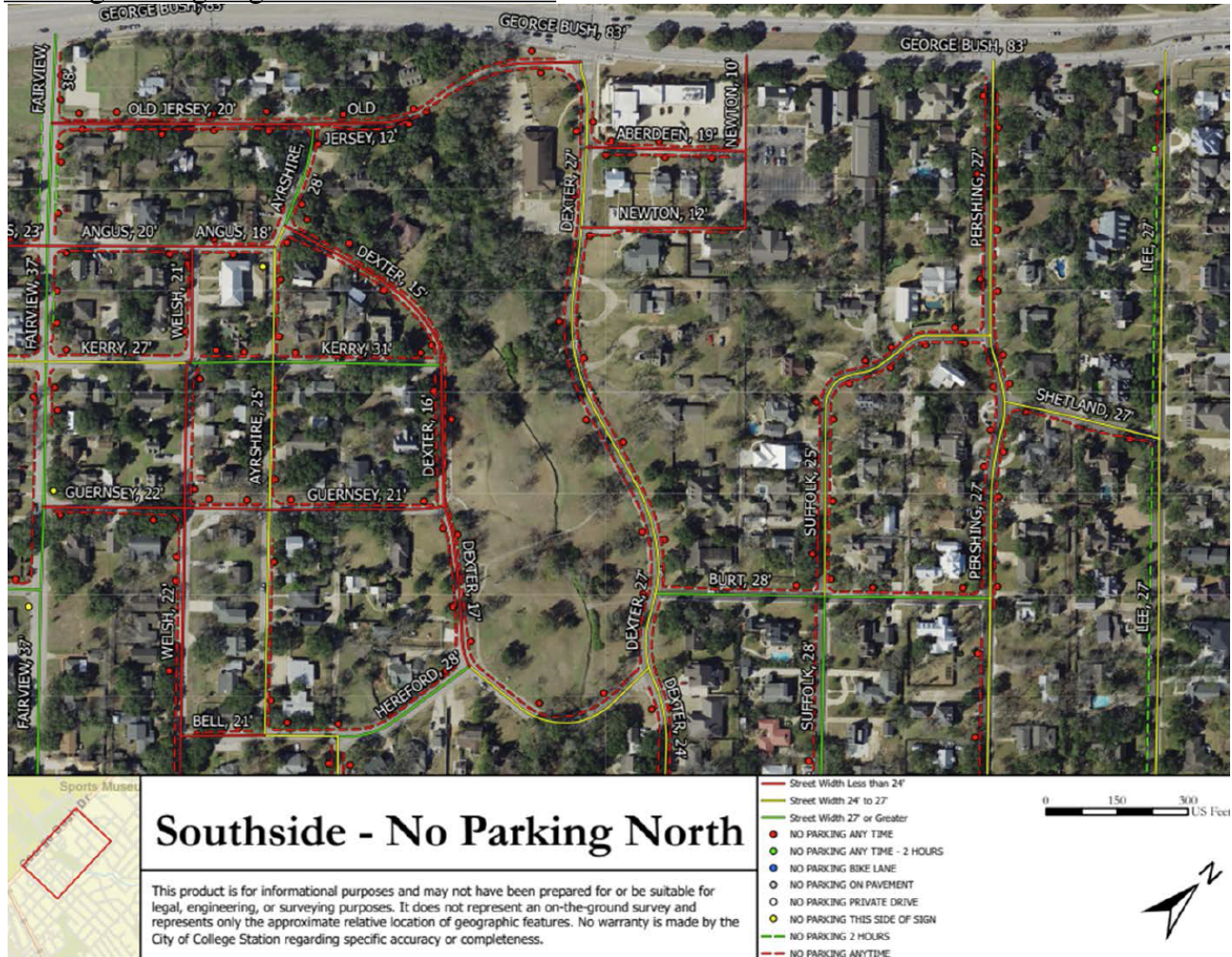
1. Completing the small area plan process with staff analysis of all items to create an implementation plan.
2. Direct staff to pursue specific individual items.
3. A hybrid approach, where staff would recommend which, items could be easily implemented based on feasibility and alignment with other city efforts

Council direction emphasized preserving the historic character of the Northgate area, discussing potential height restrictions for new structures, and incentives for renovations. Infrastructure improvements, particularly regarding street connectivity and pedestrian safety, were also highlighted. The need for a coordinated approach involving local business owners was acknowledged, with a call for ongoing dialogue. The discussion concludes with a request for staff to compile feedback and explore options for the Northgate parking lot while aiming to balance preservation with practical needs.

8.2. Presentation and discussion regarding overnight parking options in residential areas near the University.

Jennifer Prochazka, Assistant City Manager, stated that this item is an opportunity for council to receive public feedback related to potential overnight parking limits in residential areas near Texas A&M University. Staff presented results of a survey and feedback received during a public meeting, as well as operational information.

Existing Parking Regulations & Enforcement



During a public meeting staff heard from the public and these seemed to be common themes:

- Emergency and sanitation vehicle access
- Stronger enforcement of existing laws
- Preference for a permitting system

Staff also polled the attendees and mapped the results:

Southside Area

Eastgate Area



In addition to the public meeting an online survey for “Overnight Street Parking Feedback: Eastgate and Southside” was conducted. A total of 1,416 surveys were submitted, breaking down geographically as 22% Eastgate, 56% Southside, and 22% other areas of the city.

- 4 out of 5 oppose the removal
- If enforced, 3am – 6am preferred
- More than half lack sufficient on-site parking
- Regular overnight street parking is the norm in Eastgate and Southside
- Guest parking is needed routinely, not just occasionally

Mayor Nichols opened for Citizen Comments.

Charles Elliott, College Station, expressed concerns about the overnight parking plan, citing unclear strategic goals. He requests that existing goals be made public, particularly in areas like safety, emergency access, residential equity, traffic management, environmental upkeep, transparency, and fiscal responsibility.

Ingrid Cuero, College Station, urges the council to oppose overnight parking restrictions near the campus. She argues that current rules allow residents to host gatherings smoothly, but a 2:00 a.m. to 5:00 a.m. ordinance would force family members to move their cars at 1:30 a.m., causing inconvenience and extra burden. Although she values clear streets, she believes it’s not worth losing the convenience of parking near home.

Ainsleigh Broadwell, Vice President of Municipal Affairs for Texas A&M Student Government Association (SGA), emphasized shared priorities with the council on public safety, neighborhood quality, and traffic flow. Students value safe and accessible neighborhoods.

The SGA conducted a survey of 306 off-campus students found:

- 29% are unaware of parking facilities, especially in Northgate.
- 70% report that there is inadequate parking, with four-bedroom homes often having only three driveway spaces, leading to street parking.

She presented the following recommendations:

- Zoning to ensure one parking space per bedroom.
- Overnight parking restrictions near schools or narrow streets.
- Addressing financial impact of parking fees, which strain 22% of students.

Mrs. Broadwell stated that the Student Government will work with Off-Campus Student Services to promote responsible parking and alternative transportation awareness. They urge the Council to collaborate to enhance safety and recognize students as partners in creating livable neighborhoods.

There being no further comments, Citizen Comments was closed.

Council members reached a consensus to direct staff on several crucial points regarding parking policies. These include identifying and understanding the impacts of removing parking in specific areas, considering the occupancy rates, evaluating the width of streets, and developing comprehensive parking strategies. Additionally, they directed staff to seek clarity on the operational and service sides of these options as it is essential for effective implementation.

8.3. Presentation, discussion, and possible action regarding the Veterans Park baseball field project, potential baseball fields in the Midtown area, and other capital projects.

Bryan Woods, City Manager, addressed the Council regarding baseball and capital project initiatives, specifically focusing on the potential Veterans Park and Athletic Complex (VPAC) and Midtown baseball fields and item 9.5 concerning the construction manager at risk for the VPAC. The discussion was intended to provide updates and solicit Council feedback on advancing or halting the previously approved VPAC ballfields, given recent discussion on a potential baseball development in Midtown. Mr. Woods emphasized that timely decisions are crucial to prevent delays that could affect the planned opening of the Veterans Park baseball fields in time for the 2027 Bombers season. It was requested that council provide directions to prioritize Veterans Park, Midtown, or both, considering the associated infrastructure costs and timelines. Approximately \$9.7 million from land sales has been allocated for Midtown improvements, and \$1.5 million has already been spent on design and preliminary work at Veterans Park. Future developments at Veterans Park could leverage the resources invested; however, transitioning focus may result in non-recoverable expenses.

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember Yancy, the City Council voted five (5) for and one (1) opposed, with Councilmember White voting against, to cease efforts to develop baseball fields at Veterans Park, shift the efforts to Midtown including negotiations with the current presenters, consider other possibilities, and maintain all available land not needed for the baseball fields for future development as a business park. The motion carried.

AMENDED MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Wright, the City Council voted four (4) for and two (2) opposed, with Councilmember Smith and McIlhaney voting against, to add that staff continue to pursue lot sales and preservation of land in that business park for business, which was the business Park's original intent. The motion carried.

AMENDING AMENDED MOTION: Upon a motion made by Councilmember White and a second by Councilmember Yancy, the City Council voted three (3) for and three (3) opposed, with Mayor Nichols and Councilmember Wright and Smith voting against, to remove the clause that states that we seize any activity at Veterans Park. The motion failed with a tie vote.

9. REGULAR ITEMS

9.1. Presentation, discussion, and possible actions on Ordinance No. 2025-2639 authorizing the redemption of a portion of City of College Station General Obligation Improvement & Refunding Bonds, Series 2013 and approving a related escrow agreement.

Michael DeHaven, Assistant Finance Director, explained that the city actively manages its debt obligations and seeks ways to reduce them. The city uses refunding bonds to refinance eligible bonds and sometimes uses cash to pay off bonds early, regularly assessing the interest rate market and available funds to find opportunities for reducing debt costs. He explained that each bond may be paid off early after 10 years from issuance and the city aims for at least 5% of the present value savings when deciding to pay off or refinance bonds early. By paying off the 2013 Series General Obligation Improvements and Refunding Bonds, the city will save \$664,147 over the life of the bonds, representing net present value savings of 5.5% compared to the opportunity cost of the funds used.

Active Management of Debt Service

- The City monitors debt service to reduce costs.
- Two methods to reduce debt service:
 - Refunding Bonds: Refinancing existing bonds with better terms.
 - Cash Defeasance: Paying off bonds early.
- Bonds can be called after 10 years for both methods.
- The City aims for a Net Present Value savings of at least 5%.
- Investment earnings and prior refunding provide funds for cash defeasance.

2013 General Obligation Bonds – Cash Defeasance

- Remaining bond coupons: 4.22%
- Debt service balance: \$4,330,041
- Funds needed for defeasance: \$3,665,894
- Cashflow savings: \$664,147
- Net PV savings: \$236,714 or 5.5% (discounted at 3.5% over 8 years)

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember White, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2025-4639, authorizing the redemption of a portion of City of College Station General Obligation Improvement & Refunding Bonds, Series 2013 and approving a related escrow agreement. The motion carried unanimously.

9.2. Presentation, discussion, and possible action on Resolution No. 10-23-25-9.2 of the City Council of the City of College Station, Texas, determining that fee simple interests, public utility interests, public access and landscape easement interests, and right of way interests are needed and needs to be acquired from the landowners, for the Greens Prairie Road Phase 2 Widening project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.

Jennifer Cain, Capital Projects Director, provided an overview of the project, which involves replacing the existing two-lane asphalt road to a four-lane concrete road with a center turn lane and shared use paths on both sides. The project also includes the installation of streetlights and utilities. Mrs. Cain explained that this roadway improvement will align with the previously completed sections along Greens Prairie Road and of the eighteen parcels requiring acquisition for the project, six landowners have not reached acceptable settlements. Therefore, acquisition by eminent domain is necessary to secure the right-of-way and easements.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, the City Council voted four (4) for and two (2) opposed, with Councilmembers McIlhaney and Yancy voting against, that the City of College Station authorize the use of the power of eminent domain to approve Resolution No. 10-23-25-9.2, authorizing the use of the power of eminent domain to acquire fee simple interests, public utility interests, public access and landscape easement interests and right-of-way interests for the construction, maintenance and operation for the Greens Prairie Road widening project, as described in said resolution. The motion carried.

Recorded Vote:

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

9.3. Presentation, discussion, and possible action on Resolution No. 10-23-25-9.3 of the City Council of the City of College Station, Texas, determining that fee simple interests and right of way interests are needed and needs to be acquired from the landowners, for the Victoria Avenue Roundabout and Sidewalk project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.

Jennifer Cain, Capital Projects Director, provided an overview of the project aimed at installing a single-lane roundabout at the intersection of Creek Meadows Blvd and Victoria Ave. The scope of work includes drainage improvements and the relocation of the Welborn SUD waterline. Additionally, the project will feature the installation of a shared use path extending from Creek Meadows Blvd along Victoria Ave to Woodlake Drive. Mrs. Cain outlined that four tracts require condemnation as part of the resolution:

- The Van Noord Right of Way (ROW) tract was appraised at \$9,660 by S.T. Lovett & Associates. Negotiations between the City and the landowner have not resulted in an agreement on fair market value and associated damages for the right of way.
- The Ling ROW tract was appraised at \$9,557 by S.T. Lovett & Associates. Similar to the Van Noord tract, a settlement on the cash fair market value and damages remains unresolved.
- The Creek Meadows Partners tracts encompass two Right of Way areas relevant to an adjacent residential development essential for the roundabout. An agreement on fair market value and damages has not been reached with this landowner.

The Street Capital Improvement Projects Fund has allocated a budget of \$4,300,000 for this initiative. To date, \$601,991 has been expended or encumbered, leaving a balance of \$3,698,009 available for this project and future related expenses.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, the City Council voted four (4) for and two (2) opposed, with Councilmembers White and Yancy voting against, that the City of College Station authorize the use of the power of eminent domain to approve Resolution No. 10-23-25-9.3, authorizing the use of the power of eminent domain to acquire fee simple interests, public utility interests, public access and landscape easement interests and right-of-way interests for the construction, maintenance and operation for the Victoria Avenue Roundabout and Shared Use PATH project, as described in said resolution. The motion carried.

Recorded Vote:

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

9.4. Presentation, discussion, and possible action on the development of a request for proposals for a live entertainment promoter for the Wolf Pen Creek Amphitheater.

Michael Ostrowski, Chief Development Officer, outlined that a draft Request for Proposals (RFP) has been prepared to find a qualified live entertainment promoter for the Wolf Pen Creek Amphitheater. Earlier this year, an unsolicited proposal was received from a promoter interested in managing operations at the venue and this draft RFP aims to start a competitive process. He explained that this presentation's objective is to review the draft RFP and gather feedback on its scope, structure, scoring, and language but noted that costs related to this RFP are not included in the City's budget. Once evaluated, considerations will be made regarding the potential annual fee, revenue sharing, and capital impact.

Wolf Pen Creek Promoter

Purpose: identify a partner who can bring a diverse array of high-quality live entertainment events to the venue, contribute to its long-term development, and enhance the cultural vibrancy of our community

Scope:

- Event Programing and Management
- Marketing and Promotion
- Financial Obligation and Revenue Sharing
- Venue Improvements

Evaluation Criteria:

- Promoter Experience and Qualifications
- Marketing and Operational Plan
- Financial Offer
- Venue Improvement Plan
- Programming Vision and Diversity



MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember McIlhaney, the City Council voted six (6) for and none (0) opposed, to approve the development of a request for proposals for a live entertainment promoter for the Wolf Pen Creek Amphitheater. The motion carried unanimously.

9.5. Presentation, discussion, and possible action on an amendment to the Construction Manager at Risk (CMAR) Contract with Crain Group, LLC accepting the CMAR's proposed Guaranteed Maximum Price (GMP No. 1) of up to \$4,805,696 for the Phase I Infrastructure of VPAC Baseball Fields plus the City's contingency in the amount of \$200,000 for a total appropriation of \$5,005,696.

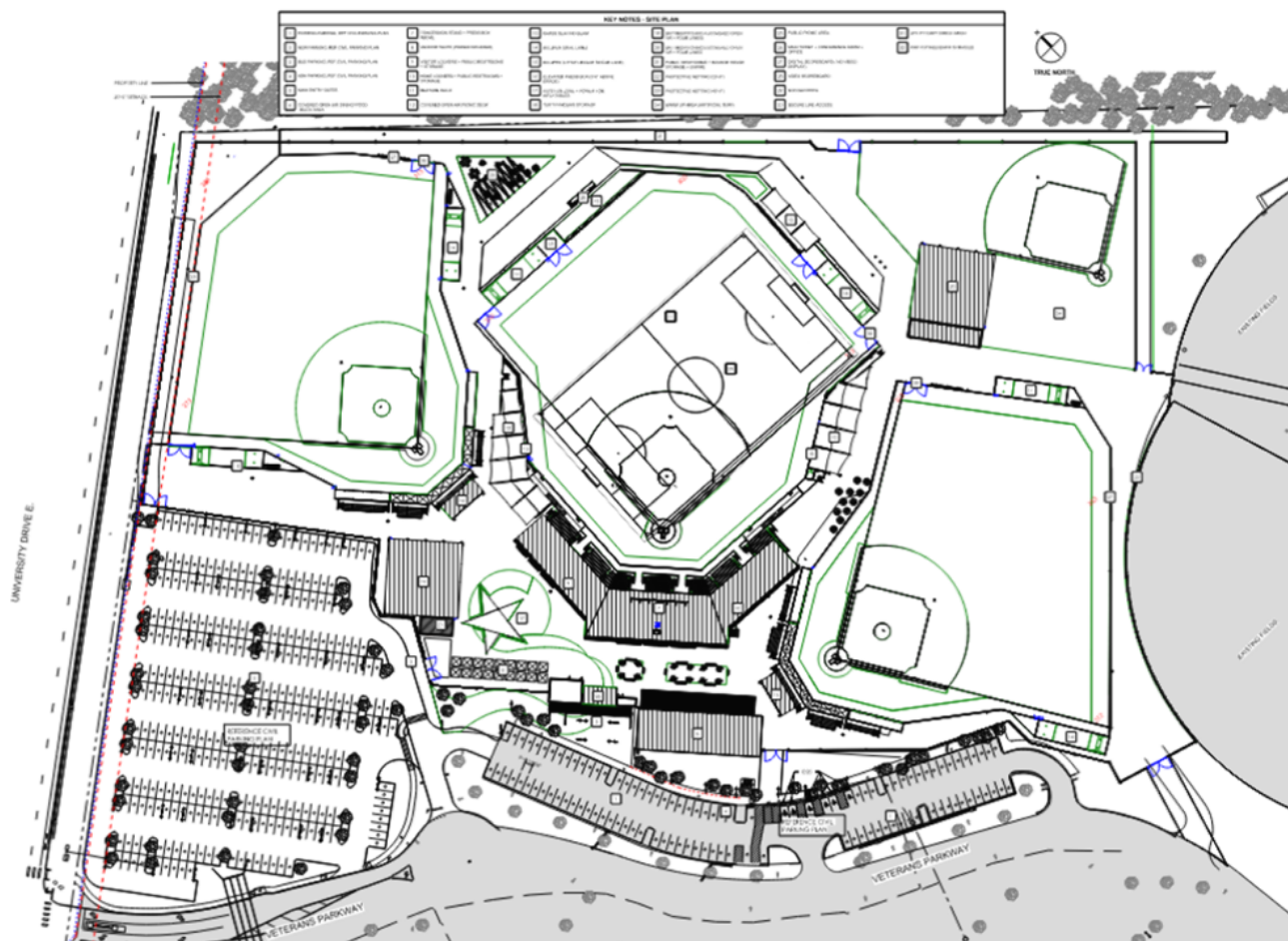
Jennifer Cain, Capital Projects Director, explained that the project involves designing and constructing three new synthetic baseball fields at Veterans Park and Athletic Complex (VPAC). Each field would be at least 365' to center field and accommodate different age groups with one being a championship field with extra seating, locker rooms, and other features. Crain Group, LLC, was selected as the Construction Manager at Risk (CMAR) after evaluations and interviews. A budget of \$20,000,000 is available in the Parks Projects Fund. To date, \$1,664,964 has been used or encumbered and \$12,390,055 remains for additional work.

She explained that Crain Group, LLC provided pre-construction services during the design phase and construction phase services. Construction bids followed procurement laws and are being presented to the City Council for approval as a Guaranteed Maximum Price (GMP). This amendment (GMP No.1) includes site preparation work such as earthwork, drainage improvements, grading, and hydro-seeding.

Phase I focuses on preparing the site for the new fields, including comprehensive drainage improvements and grading for proper elevation and water management.

Phase 1 options:

- Tributary Work Only: \$3.66M – Sets up the site for future growth regardless of the overall project.
- Tributary Work + Mass Grading: \$4.8M – Saves approximately \$100k and 3-4 weeks by combining these tasks. Also setting up the site for future growth.



MOTION: Upon a motion made by Councilmember White and a second by Councilmember Yancy, the City Council voted one (1) for and five (5) opposed, with Mayor Nichols and Councilmembers

Smith, Wright, McIlhaney and Yancy voting against, to approved Option 1 on an amendment to the Construction Manager at Risk (CMAR) Contract with Crain Group, LLC accepting the CMAR's proposed Guaranteed Maximum Price (GMP No. 1) of up to \$3,660,225 for the Phase I Infrastructure of VPAC Baseball Fields plus the City's contingency in the amount of \$200,000 for a total appropriation of \$3,860,225. The motion failed.

9.5. Presentation, discussion, and possible action regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc. Board of Directors.

Tanya Smith, City Secretary, stated that an appointment for the Brazos Valley Solid Waste Management Agency Board of Directors. Mayor John P. Nichols, whose term expires on September 30, 2025, currently holds a position. A new board member or renewal for the expiring term needs to be appointed for a 3-year term.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Wright, the City Council voted five (5) for and none (0) opposed, with Mayor Nichols abstaining, to appoint Mayor John P. Nichols to the Brazos Valley Solid Waste Management Agency, Inc. Board of Directors. 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.

City Manager Bryan Woods acknowledged the retirement of Kean Register, recognizing his years of service with the City of Bryan.

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 IGC Meeting.

Councilmember Smith reported on the Transportation Committee.

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

Councilmember Wright requested a report from the Historic Preservation Committee.

Councilmember McIlhaney requested a report on mental health resources available in the community.

Councilmember Yancy requested a report from staff on the city's land holdings wherein all or part of the parcel is developable.

In accordance with the Texas Government Code the Council reconvened into Executive Session at 10:18 p.m. on October 23, 2025, to continue discussing matters pertaining to:

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

- Approximately 8 acres of land located at 1508 Harvey Road.
- Approximately 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.
- Property generally located in the 3100 block of Harvey Road.

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

- Funding agreement with Greater Brazos Partnership for services related to Plug and Play.
- Economic development agreement with Corinth Group, Inc. c. Economic development agreement with Southern Roots.
- Economic development agreement with College Station Town Center, LP.
- Economic development agreement for a development generally located at the intersection of University Drive and College Avenue.
- Economic development agreement for a development generally located in 3100 block of Harvey Road.

Executive Session recessed at 11:10 p.m.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 11:10 p.m. on Thursday, October 23, 2025.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

November 13, 2025
Item No. 6.2.
IDIQ Pre-Qualified Firms List

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the City's Indefinite Delivery/ Indefinite Quantity (IDIQ) list where identified firms will be pre-qualified to provide on-call, as needed, professional services for 22 different categories based on their qualifications.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: On May 21, 2025, the City of College Station received 73 Statements of Qualifications (SOQ) for professional services in response to the Request for Qualifications (RFQ) issued on April 8, 2025. The RFQ provided the interested firms with information necessary to prepare and submit their qualifications for 22 different categories.

The SOQs were reviewed by category specific committees consisting of staff members from Capital Improvements, Water Services, Public Works, CSU and Planning and Development. There were 241 reviews of the SOQs to determine the pre-qualified list of firms.

Firms were selected based on the following criteria:

- 40 Points: Firm's General Qualifications and Experience.
The extent to which the firm has available personnel with the necessary relevant background experience and training to perform each category of work.
- 60 Points: Proposed Personnel, Relevant Experience, Technical Qualifications and Previous Performance

Experience with similar projects, technical qualifications (including resumes) and previous performance with the City of College Station and/or surrounding areas.

Staff recommends the approval of the pre-qualified firms, identified by category, on the Indefinite delivery/ indefinite quantity (IDIQ) pre-qualified firm list as an available firm to perform the services within that category. When the City identifies a need for professional or consulting services and the scope meets the intent of the IDIQ list, the City will utilize the IDIQ pre-qualified firm list. City staff will determine which specific category or categories will best fit their project needs. City staff can utilize the firm's services in the designated prequalified categories on an on-call, as-needed basis for a period of 3 years and may be extended at the City's discretion. This list is not a required pre-qualification for any other individually released RFQs.

Budget & Financial Summary: N/A

Attachments:

1. Pre-Qualified List 2025 IDIQ Memo



Date: November 13, 2025

TO: Professional Services Providers

From: Jennifer Cain, Director Capital Project

Subject: RFQ 25-055 IDIQ for PROFESSIONAL SERVICES

This Memo is written to identify the pre-qualified Professional Services Providers in each of the 22 categories listed in the City of College Station RFQ 25-055 IDIQ for Professional Services posted April 8, 2025.

We thank you for your interest in working for the City of College Station by responding to our RFQ for Professional Services. The response was overwhelming, having received 73 Statements of Qualifications to review, for the 22 categories listed in the RFQ. We appreciate the patience you have shown us in the extra review time to evaluate all these responses. We wanted to make sure adequate time was spent reading the responses and providing a thorough review of the qualifications.

We are pleased to inform you that you have been selected to be included on our pre-qualified list for future projects applicable to utilize this list. The purpose of this general RFQ was to provide a more efficient use of time and effort for both the city and the potential consultants in the process of selecting a qualified firm for a particular project. We have developed short lists of no more than 5 qualified firms for each category of work, listed below.

The following is the list of pre-qualified firms that shall become effective from date of acceptance and approval by the City of College Station and shall remain in effect for a period of three (3) years. The City shall have the option to extend the effective dates of the list for up to two (2) additional one (1) year terms by serving written notice 30 days prior to the expiration of the list.



CITY OF COLLEGE STATION
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Category 1- Residential Appraising

No SOQs Submitted

Category 2- Residential Inspectors

No SOQs Submitted with required licensure

Category 3- Real Estate Services (Other Specialized Services not defined by Texas Government Code, Chapter 2254) Approved by City Council July 10, 2025

Colliers Engineering & Design, Inc.
Stateside Right of Way Services, LLC

Category 4- Cost Estimating Services, Constructability Review, & Value Engineering

Ardurra Group
Colliers Engineering and Design, Inc.
DCCM, LLC
Freese and Nichols, Inc.
Willdan Engineering

Category 5- Geotechnical Engineering, Investigation, & Design

Alliance Geotechnical Group, LLC
Colliers Engineering & Design, LLC
Dudley Dunham Engineering
ECS Southwest, LLP
Gessner Engineering

Category 6- Environmental Site Assessments (Phase 1 and 2)

DCCM, LLC
ECS Southwest, LLP
Freese and Nichols, Inc.
Johnson, Mirmiran & Thompson, Inc.
Quiddity Engineering

Category 7- Environmental Engineering Services

ECS Southwest, LLP
DCCM, LLC

Category 8- Water and Wastewater Utility Engineering Inspection, Analysis & Design

Bleyl Engineering
DCCM, LLC
Freese and Nichols, Inc.
Kimley-Horn & Associates, Inc.
Quiddity Engineering

Category 9- MEP Engineering Inspection, Analysis & Design

Cleary Zimmermann
DCCM, LLC
Lockwood, Andrews & Newman, Inc
Ramirez Simon Engineering, LLC
Willdan Engineering

Category 10- Subsurface Utility Engineering (SUE) & Utility Coordination Levels A-D

Colliers Engineering & Design, Inc.
DCCM, LLC
Surveying and Mapping, LLC
T2 Utility Engineers
Willdan Engineering

Category 11- Structural Engineering Inspection, Analysis & Design

DECON LLC
Dudley Dunham Engineering
Infinity MEP + S Consultants, PLLC
Jose I. Guerra, Inc.
Lockwood, Andrews & Newman, Inc.

Capital Projects

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Category 12- Roadways & Stormwater Inspection, Analysis & Design
Subcategory- 12a- Roadways Analysis and Design, Stormwater Drainage Area Assessments and Studies, and Stormwater Infrastructure Planning and Design
Ardurra Group Bleyl Engineering DCCM, LLC Kimley-Horn and Associates, Inc. Mitchell & Morgan, Inc.
Subcategory- 12b Floodplain Modeling and Remapping and FEMA Letters of Map Change
5engineering LLC Freese and Nichols, Inc Halff Associates, Inc Mitchell & Morgan, Inc. Torres & Associates, LLC
Category 13- Bridge Inspection, Analysis & Design
DCCM, LLC Johnson, Mirmiran & Thompson Kimley-Horn & Associates Lamb-Star Engineering, LLC Quiddity Engineering
Category 14- Architectural Planning & Design
Architexas English +Associates Architects Inc PGAL, Inc. Powers Brown Architecture The Arkitex Studio, Inc.
Category 15- Landscape Architecture, Planning & Design
Asakura Robinson Company, LLC Kimley-Horn and Associates, Inc. Rialto Studio TBG Partners Westwood Professional Services, Inc.

Category 16- Construction Materials Testing Services
Colliers Engineering & Design, Inc. Dudley Dunham Engineering ECS Southwest, LLP Gessner Engineering
Category 17- Onsite Construction Representation
DCCM, LLC Freese and Nichols, Inc Johnson, Mirmiran & Thompson, Inc. RRP Consulting Engineers, LLC Walker Partners, LLC
Category 18- Comprehensive Planning
Asakura Robinson Company, LLC Freese & Nichols, Inc. Kimley-Horn and Associates, Inc.
Category 19- Plan & Development Reviews
Ardurra Group Colliers Engineering & Design Mitchell & Morgan Walter P. Moore and Associates, Inc. Willdan Engineering
Category 20- Building Commissioning
Cleary-Zimmermann Engineers CSI Engineering EMA Engineering & Consulting, Inc Infinity MEP + S Consultants, PLLC Wylie Engineering

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Category 21- Traffic Engineering

CivTech, Inc DCCM, LLC Kittleson and Associates Lee Engineering Maldonado- Burkett, LLP

Category 22- Transportation Planning

DCCM, LLC Freese and Nichols, Inc Kimley-Horn and Associates, Inc. Kittleson and Associates Traffic Engineers, Inc.

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Our intent remains the same, to utilize the list of pre-qualified firms above and their written SOQ from this RFQ process as a guide to match firms to future projects. The detailed information provided in the SOQ's will be helpful in this regard. The City may reach out to a pre-qualified firm directly from the IDIQ pre-qualified firm list for specific services to be performed.

We sincerely appreciate the time and effort put into this process and we look forward to possibly working with you on a future project. Please feel free to contact me if you have any questions or concerns.

Sincerely,

Jennifer Cain, CCM

Director of Capital Projects and Facility Management

jcain@cstx.gov

Capital Projects

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TEL. 979.764.3500 • FAX. 979.764.6377

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November 13, 2025
Item No. 6.3.
Carter's Grove Utility Rehabilitation Design

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a design contract with Kimley-Horn and Associates for the design of the Carter's Grove Utility Rehabilitation Project in the amount of \$1,416,600 and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This project includes the rehabilitation of water and wastewater lines in the Carter's Grove neighborhood area. The project is generally bound by Merry Oaks Drive, Dominik Drive, Munson Avenue, and Francis Drive. Approximately 14,000 linear feet of wastewater lines will be replaced and moved into the ROW, including service line relocations. Approximately 11,000 linear feet of water lines will be replaced including service lines. This sanitary sewer basin has signification inflow and infiltration (I & I) and portions of the water lines in the area are original cast iron lines dating back to 1962. Pavement that is open cut due to the new utility installations will be patched and a planned streets maintenance project will follow.

The City of College Station received 8 Statements of Qualifications (SOQ). After the review process, Kimley-Horn and Associates was selected as the most qualified firm for the project.

Budget & Financial Summary: Budget in the amount of \$4,500,000 is included for this project in the Water Capital Projects Fund and \$7,000,000 is included in the Wastewater Capital Projects Fund for a total project budget of \$11,500,000. A combined total of \$140 has been expended or committed to date, leaving a combined balance of \$11,499,860 for this design contract and future costs.

The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this project because all of the long-term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

Attachments:

1. Carters Grove W-WW Rehab Project Location Map
2. Carters Grove W-WW Rehab Response List
3. Carters Grove W-WW Rehab Design Contract Vendor Signed
4. Carters Grove W-WW Rehab DRR FINAL

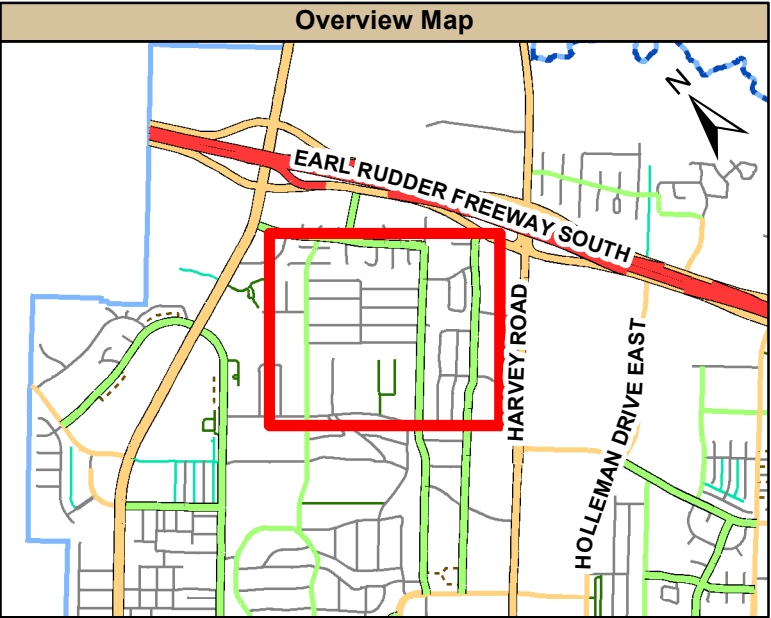
Project Location Map Carters Grove Rehab

Legend

- Water - Proposed
- Wastewater - Proposed
- Project_Area
- Fire Hydrants
- Isolation
- Isolation w/Tracer Wire
- Blowoff
- Air Relief
- Distribution
- Standard
- Drop
- Gravity
- City Limit
- Property Parcels
- Rivers
- Water Features - 2011

Flood Hazard Areas

- A



DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



RFQ 25-102
Carters Grove Utility Rehab

The following is a list of firms submitting statements of qualification in response to the above-mentioned project:

Arcenuaux, Wilson, & Cole
Bowman Engineering/ Consulting Inc.
Colliers Engineering and Design
DCCM
Goodwin-Lasiter-Strong
Kimley-Horn and Associates, Inc.
Mitchell & Morgan, LLP
Schultz Engineering, LLC

The firms submitted Statements of Qualifications were evaluated in the following categories laid out in the RFQ:

- Firm Introduction
- Competence and Qualifications of the individual who will be directly responsible for the management and delivery of the proposed work
- Technical adequacy of the personnel and subconsultants to be utilized for the proposed work
- Experience of the firm based on previous work similar to that of the type considered
- Success of the firm based upon the record of performance on other projects (both City of College Station projects and projects for other entities)
- Firm's history of accuracy of cost estimates and ability to perform within budget constraints.
- Workload capacity and history of performing work within a specified schedule
- Proposed approach for the design project or study



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300122 PROJECT #: WA2600, WW2600 BID/RFP/RFQ#: RFQ 25-102

Project Name / Contract Description: Carters Grove Utility Rehabilitation

Name of Contractor: Kimley-Horn and Associates

CONTRACT TOTAL VALUE: \$ 1,416,600 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)

We received 8 Statements of Qualification and Kimley-Horn & Associates was found to be the most qualified design team for this project. The combined budget for the project is \$11,500,000 in the Water and Wastewater Capital Projects Funds of which \$140 has been expended or committed to date, leaving a balance of \$11,499,860 for this design contract and future costs.

(If required)*

CRC Approval Date*: N/A Council Approval Date*: 11-13-2025 Agenda Item No*:

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

9.12.23 UPDATED

**CITY OF COLLEGE STATION
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT
WITH CONSTRUCTION**

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and Kimley-Horn and Associates, Inc., a North Carolina corporation (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I
SCOPE OF SERVICES**

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the “Project”):
Carter’s Grove Utility Rehabilitation Project

**ARTICLE II
PAYMENT**

2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed One Million Four Hundred Sixteen Six Hundred and NO/100 Dollars (\$1,416,600.00).

2.02 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.

**ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST**

3.01 The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent

engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

- (a) Conceptual Design: n/a **calendar days** after the authorization to commence planning.
- (b) Preliminary Design: n/a **calendar days** after authorization to commence PPD.
- (c) Final Design: n/a **calendar days** after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date(s):

The Consultant shall provide the professional services as expeditiously as practicable to meet the mutually agreed upon schedule. The times for performance shall be extended for delays or suspensions due to circumstances that the Consultant does not control.

Project Deliverable	Time for Completion	Cumulative Time
Design Survey	24 weeks	24 weeks
Preliminary Design	12 weeks	36 weeks
City Review/Address Comments	3 weeks	39 weeks
Final Design	10 weeks	49 weeks
City Review/Address Comments	8 weeks	57 weeks
Advertise for Bid	12 weeks	69 weeks

3.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible and with adequate resources and manpower in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates, which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has absolute control shall not be exceeded without written approval from the City. Consultant may request in writing an extension of the contract time due to delays beyond their control. In the event that a deadline provided in this Contract is not met by the Consultant, Consultant shall provide the City with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay which may include (i) employing additional people, or (ii) accelerating the work by working longer hours on any portion of the Project that is deemed by the City to be behind schedule ("Recovery Plan"). With the City's approval, Consultant shall execute the Recovery Plan at no additional cost to the City.

(a) **Liquidated Damages.**

- (1) The time for the completion of all Work described in this Agreement are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the

usual industry conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines specifically set forth in the Consultant's scope of services and schedule are fixed and agreed on by the Consultant 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 deducted by the City from current amounts owed to Consultant for payment or from final payment.

- (2) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Consultant to achieve timely completion of the Work, if the Consultant should neglect, or fail, or refuse to complete the Work within the times specified in the Consultant's scope of services and schedule, or any proper extension thereof granted by the City's Representative pursuant to this Agreement, then the Consultant does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Consultant's total compensation the sum of **TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00)** for each and every calendar day that the Consultant shall be in default after the time(s) stipulated completion of the task(s) in question, 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 any of the deadlines specified in the Consultant's scope of services and schedule for completion in this Agreement.

3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.

3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon

receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

3.07 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

3.08 The construction budget for this Project, which is established as a condition of this Contract is \$11,500,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV CONCEPTUAL DESIGN

4.01 Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V PRELIMINARY DESIGN

5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design, including any material changes and deviations that have taken place from the Conceptual Design, a cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI FINAL DESIGN

6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications,

supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

6.04 The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VII BID PREPARATIONS & EVALUATION

7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII CONSTRUCTION

8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of

construction. Consultant shall periodically review the as-built drawings for accuracy and completeness and shall report its findings to the City.

8.03 The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.04 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.06 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

8.07 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.

8.08 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.

8.09 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.

8.10 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.

8.11 The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.

8.12 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX CHANGE ORDERS, DOCUMENTS & MATERIALS

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project. The schedules, milestones, timelines, and deadlines contained in this Agreement, the Scope of Services, and 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 Consultant shall submit an updated schedule that reflects changes authorized by approved change orders.

9.02 When the original contract amount plus all change orders is \$100,000 or less, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council must approve such change order prior to commencement of the services.

9.03 When the original contract amount plus all change orders is equal to or greater than \$100,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$50,000 and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change

orders totaling 25 percent following such council approval, must be approved by City Council.

9.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

9.05 The Consultant shall furnish the City with both electronic (PDF) and CAD file sets of all plans and specifications. The Consultant shall provide the City one (1) set of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of Work Product including documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's Work Product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X WARRANTY, INDEMNIFICATION & RELEASE

10.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

10.02 The Consultant shall promptly correct any defective Work Product, including designs or specifications, furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

10.05 Indemnity.

- (a) To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnatee") from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or including failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.**
- (b) To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the**

agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.

- (c) Consultant shall procure liability insurance covering its obligations under this section.
- (d) It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. 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.

10.06 Release. The Consultant releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

10.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI INSURANCE

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

During the term of this Contract Consultant's insurance policies shall meet the minimum requirements of this section:

11.02 Types. Consultant shall have the following types of insurance:

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

11.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.04 General Requirements Applicable to All Policies. The following General Requirements 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.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

11.05 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity

provided herein), and where exposures exist, Explosion Collapse and Underground coverage.

- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.06 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.07 Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "consultant" as identified in this Contract:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, 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 Consultant'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, Consultants 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) The workers' compensation/Employer's Liability insurance shall include the following terms:
 - i. Employer's Liability limits of \$1,000,000 for each accident is required.
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - iii. Texas must appear in Item 3A of the Worker's 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, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, 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:

i. Definitions:

Certificate of coverage ("certificate") - A copy of a 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.

- ii. 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.
- iii. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- iv. 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.
- v. 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.
- vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- vii. 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.
- viii. 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.
- ix. 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.
- x. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- xi. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

11.01 Professional Liability Requirements. The following Professional Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

- (d) Retroactive date must be shown on certificate.

ARTICLE XII

USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

12.01 Any and all drawings, specifications and other documents prepared, furnished, or both prepared and furnished by Consultant or any Subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents) ("Work Product"), shall be the exclusive property of the City, whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Work Product and related documents and information relating to the Project.

12.02 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

12.03 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article 12 of the Contract.

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work

Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

12.06 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII TERMINATION

13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.

13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XIV MISCELLANEOUS TERMS

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

14.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

14.03 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.

City of College Station

Kimley-Horn and Associates

Attn: Melissa Thomas

Attn: Eli Puente

PO BOX 9960

614 Holleman Drive E, Suite 1100

1101 Texas Ave

College Station, TX 77842

College Station, TX 77840

Mthomas@cstx.gov

eli.puente@kimley-horn.com

14.03 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

14.04 This Contract represents the entire and integrated contract between the City and the Consultant and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

14.05 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.

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

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

14.08 The Consultant, its agents, employees, and subconsultants must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

14.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

14.10 This Contract goes into effect when duly approved by all the parties hereto.

14.11 Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

14.12 Verification No Boycott of Israel. To the extent this Contract is considered a contract for goods or services subject to §2270.002 Texas Government Code, Consultant verifies that it (i) does not boycott Israel and (ii) will not boycott Israel during the term of this Contract.

14.13 Verification No Boycott of 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

14.14 Verification No Boycott of Energy Companies. Subject to § 2274.002 Texas Government Code Consultant herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

14.15 Force Majeure. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class of kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

List of Exhibits

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

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF COLLEGE STATION

By: Michael D. Lucas

Printed Name: Michael Lucas

Title: Regional Contract Lead

Date: 11/4/2025

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
SCOPE OF SERVICES

**CARTER'S GROVE UTILITY
REHABILITATION PROJECT
CITY OF COLLEGE STATION**

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or the "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of College Station (the "City") to provide professional services for the above referenced project. Our project understanding, scope of services, schedule and fee are below.

PROJECT UNDERSTANDING

The Carter's Grove Utility Rehabilitation Project involves the replacement and/or rehabilitation of approximately 11,000 linear feet of existing water lines and 14,000 linear feet of wastewater lines within the Carter's Grove neighborhood. The project area is generally bounded by Merry Oaks Drive, Dominik Drive, Munson Avenue, and Francis Drive. This sanitary sewer basin has significant inflow and infiltration (I&I), which increases wastewater flows during wet weather events and reduces treatment capacity at the Carters Creek Wastewater Treatment Plant. Replacement of these lines will reduce I&I and increase capacity for future development. Portions of the water line system in this area consist of original cast iron water lines from 1962, which are deteriorating and will be replaced to improve reliability and reduce maintenance costs.

SCOPE OF SERVICES

Kimley-Horn offers the following Scope of Services based upon what we currently anticipate may be required. Design tasks are defined below for the type of work that is anticipated.

TASK SUMMARY

1. Project Management

- 1.1. Plan and participate in a Project Kickoff Meeting with City staff to confirm project scope, personnel, lines of communication, and schedule
- 1.2. Project Status Meetings
 - 1.2.1 Conduct up to twelve (12) project status meetings with the City and other stakeholders to monitor the development of the project and conduct project coordination
 - 1.2.2 Prepare Agendas & Attendance Log for meetings; minutes, including discussion and action items for review and distribution within two (2) business days
- 1.3. Prepare monthly progress reports to the project team (City PM and Kimley-Horn Staff)
- 1.4. Project Administration
 - 1.4.1 Prepare project correspondence
 - 1.4.2 Prepare invoicing documents
 - 1.4.3 Maintain and update project schedule
- 1.5. Quality Assurance/Quality Control (QA/QC)
 - 1.5.1 Establish quality control procedures for the project
 - 1.5.2 Assign QA/QC Manager and Peer Review Roles
 - 1.5.3 Perform quality control reviews for the proposed submittals

2. Preliminary Investigation

- 2.1. Data Collection and Record Research
 - Kimley-Horn shall request all available record information along the proposed project corridor from the City of College Station, franchise utilities and other agencies with facilities within the project corridors.
 - 2.1.1 Gather existing survey and topographic data
 - 2.1.2 Gather existing aerial photographs
 - 2.1.3 Gather existing water, sanitary sewer and storm sewer record drawings

- 2.1.4 Gather existing and proposed paving, utility and development plans from City, and franchise
- 2.1.5 Gather existing plat information
- 2.1.6 Gather existing reports and master plans for the area
- 2.1.7 Gather existing CCTV reports and smoke testing results
- 2.1.8 Gather maintenance history on water and sanitary sewer mains
- 2.1.9 Collect property owner and record information
- 2.1.10 Gather existing and proposed right-of-way and easement information
- 2.1.11 Gather existing franchise utility record information
- 2.1.12 Organize record information into project database
- 2.2. Site Investigation
 - 2.2.1 Walk neighborhood utility and street corridors
 - 2.2.2 Document corridors with photographs
 - 2.2.3 Identify potential alignments, conflicts, and issues
- 2.3. Data Review with City
 - 2.3.1 Meet with City to review accuracy of record information
 - 2.3.2 Meeting with City to discuss historical, existing and future conditions along the project corridors
- 3. Design Survey**
 - 3.1. Baseline Corporation will perform the design survey and right-of-entry coordination. Surveying will include right-of-way (ROW) to ROW topographic surveys, property corner locations, and identification of all above-ground and underground utilities (as located by One-Call Ticket).
 - 3.2. Utility and Property Owner Coordination
 - 3.2.1 Coordinate with DIG TESS to locate and mark existing franchise and public utilities prior to performing the field survey
 - 3.2.2 Contact property owners for access to back easements as needed for survey and design field investigations (145 anticipated)
 - 3.3. Topographic Survey
 - 3.3.1 The limits of the survey shall be:
 - 500 linear feet along Brazoswood Drive
 - 300 linear feet along Glenwood Drive (intersection)
 - 2,500 linear feet along Merry Oaks Drive
 - 2,000 linear feet along Neal Pickett Drive
 - 2,100 linear feet along Berkley Street
 - 1,300 linear feet along Carol Street
 - 1,950 linear feet along Westover Street
 - 1,300 linear feet along Dominik Street
 - 1,000 linear feet along Holt Street
 - 700 linear feet along Merry Oaks Drive
 - Water valves (Francis Drive near Westover, Shady Drive, and Merry Oaks area)
 - Sanitary sewer manholes (11 total identified along Francis Drive, Dominik Drive, and Tara Court areas)
 - Twenty-five (25) additional sanitary manholes along roadway corridors with invert data
 - 11 backlots paralleling Dominik Drive with two (2) manholes
 - 16 backlots paralleling Merry Oaks Drive with four (4) manholes
 - 41 backlots between Merry Oaks Drive and Neal Pickett Drive with four (4) manholes
 - 24 backlots between Neal Pickett Drive and Berkeley Street with two (2) manholes
 - 44 backlots between Berkeley Street and Westover Street with five (5) manholes
 - 2 backlots paralleling Holt Street with two (2) cleanouts
 - 3.3.2 Utilize control points set during the right-of-way survey and set additional control points (X,Y&Z) on the ground as needed based on City of College Station Coordinate System

- 3.3.3 Prepare topographic design survey showing existing visible elements and 100-foot cross-sections including, but not limited to the following:
- Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - Property corners, easement corners and driveways
 - Existing inlets, manholes, junction boxes, outfalls, fire hydrants, valve boxes and erosion control
 - Culverts and bridges
 - Utility manholes, cleanouts, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - Traffic signal poles, cabinets, and other signal equipment
 - Signs (excluding temporary signs)
 - Trees, landscaping and hardscaping
 - Buildings
 - Retaining walls
 - Fence limits and material types
 - Other applicable physical features that could impact design
- 3.3.4 Prepare a final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way information in accordance with the most current City of College Station Mapping Requirements, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions

4. Subsurface Utility Engineering

- 4.1. Level A – Vacuum excavation of existing utility lines up to six (6) locations (up to 10 feet below existing grade).
- 4.1.1 Identify utility type, size, material and depth
 - 4.1.2 Provide sketch of utility information collected
 - 4.1.3 Set survey stake with identification number and depth
 - 4.1.4 Restore surface to existing condition
 - 4.1.5 Survey pothole locations and provide coordinates and elevations (x,y,z)

5. Geotechnical Investigation

- 5.1. Perform a geotechnical analysis of the site utilizing a qualified geotechnical laboratory to determine and characterize subsurface conditions and make recommendations regarding backfill, embedment, compaction and conditions related to construction by boring, jacking and tunneling, as needed. The geotechnical analysis shall include the following:
- 5.1.1 Subsurface exploration including two (2) sample bores at approximately twenty (20) feet depth and two (2) sample bores at approximately thirty (30) feet depth.
 - 5.1.2 Laboratory tests for classification purposes and strength characteristics could include moisture contents, unit dry weights, Atterberg limits, compression strength tests and grain-size analyses.
 - 5.1.3 Engineering services that address soil and groundwater conditions as well as recommendations for site and subgrade preparation, groundwater control, sanitary sewer construction considerations (open excavation and trenchless).

A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. One (1) electronic copy of the report will be provided by the geotechnical engineer. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes.

6. Preliminary Water and Wastewater Design

- 6.1. The rehabilitation extents and proposed utility alignments have been established by the City; therefore, the Consultant shall advance design development directly to the 60% Preliminary Design milestone, omitting the 30% conceptual layout submittal.
- 6.2. Prior to completion of the design survey and subsurface utility information, the Consultant will prepare an initial preliminary alignment package utilizing available GIS mapping, record drawings, and One-Call utility locate data. This package will include preliminary plan and profile sheets depicting anticipated water and wastewater line alignments, proposed connections, and key design considerations. The intent of this submittal is to obtain City review and confirmation of the general layout and design approach prior to incorporating field-verified data.
- 6.3. Upon receipt of survey and verified utility data, the Consultant will update and refine the preliminary design package to incorporate accurate horizontal and vertical information, adjust alignments as necessary, and proceed to the formal 60% design submittal
- 6.4. Preliminary water and wastewater line plan/profile preparation (60%)
 - 6.4.1 Prepare (22"x34") Plan/Profile sheets at a 1"=20' horizontal and 1"=4' vertical scale.
 - 6.4.2 Plan view of the base map shall have all above ground features shown and clearly labeled along with existing property lines, easements and utilities based on field ties and record information
 - 6.4.3 Plan view shall include design notes for stationing, size, manholes, valves, fittings and horizontal changes in direction
 - 6.4.4 Profile shall include design notes for stationing, size, slope, flow lines, pipe material, embedment, length and construction method
 - 6.4.5 Prepare preliminary water and wastewater design details
 - 6.4.6 Site verification of preliminary design
- 6.5. Franchise Utility Coordination
 - 6.5.1 Contact franchise utilities to discuss existing and future lines along the project corridor
 - 6.5.2 Send one set of preliminary water and wastewater plans to each franchise utility for their review. Request each franchise utility to verify the size, type, and location of their utilities
 - 6.5.3 Coordinate with the franchise utilities if any relocations are required. Notify the City if any relocations will be required (franchise utility relocation design is not included in the Kimley-Horn scope of services)
- 6.6. Property Owner Coordination
 - 6.6.1 Meet with property owners and/or their representatives to address issues and concerns (up to six (6) meetings are anticipated)
- 6.7. Prepare preliminary general notes and details
- 6.8. Compile and prepare an updated opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area.
- 6.9. Preliminary design submittal (60%)
 - 6.9.1 Submit one (1) electronic copy to the City for review and comment
 - 6.9.2 Submittal shall include the following:
 - Preliminary design plans (22"x34")
 - Preliminary special and City standard technical specifications (for inclusion into the contract documents prepared by the City)
 - Opinion of probable construction cost
- 6.10. Review Meeting
 - 6.10.1 Attend one (1) meeting with City staff to present and review the preliminary water and wastewater line design

7. Final Water and Wastewater Line Design

- 7.1. Incorporate and/or respond to the City of College Station's preliminary design submittal review comments (one (1) round of comments anticipated in proposed effort)
- 7.2. Incorporate and/or respond to the franchise utilities' preliminary design submittal review comments (one (1) round of comments anticipated in proposed effort)
- 7.3. Incorporate and/or respond to the property owners' preliminary design submittal review comments (one (1) round of comments anticipated in proposed effort)

- 7.4. Prepare final general notes and details
- 7.5. Prepare final special technical specifications
- 7.6. Prepare updated opinion of probable construction cost
- 7.7. Incorporate subsurface utility engineering investigations information
- 7.8. Final design submittal for review
 - 7.8.1 Submit two (2) hard copies and one electronic copy to the City for review and comment
 - 7.8.2 Submittal shall include the following:
 - Final design plans
 - Technical specifications (for inclusion into the contract documents prepared by the City)
 - Opinion of probable construction cost in accordance with AACE standards
- 7.9. Review Meeting
 - 7.9.1 Attend one (1) meeting with City staff to present and review the final design
- 7.10. Incorporate the final design review comments (one (1) round of comments anticipated in proposed effort)
- 7.11. Final design submittal (100%)
 - 7.11.1 Submit the following signed, sealed and dated final construction drawings, special provisions, bid form (in excel format) and specifications:
 - 1 – copy of final design submittal in electronic PDF format
 - 2 – 22"x34" sets of construction drawings on bond paper
 - 2 – 11"x17" sets of construction drawings on bond paper

8. Storm Water Pollution Prevention Plan (SWPPP) and Erosion Control Plan

- 8.1. Prepare plan showing the location of proposed temporary and/or permanent erosion control devices
- 8.2. Compile applicable City standard details. Modify standard details as needed.
- 8.3. Prepare storm water pollution prevention plan (SWPPP) documentation to be included in the project specifications. The implementation of the SWPPP shall be the responsibility of the contractor and shall incorporate the erosion control plan.

9. Traffic Control Plan

- 9.1. Develop typical traffic control plan for lane closure during construction
 - 9.1.1 Temporary signing and striping, barricades, and other channelization devices
 - 9.1.2 Traffic control plan general notes
 - 9.1.3 Prepare traffic control details to clarify intent of design
 - 9.1.4 Assumes up to eight (8) locations where a traffic control plan will be necessary

10. Tree Protection Plan

- 10.1. Identify areas where tree removal will be required due to construction
- 10.2. Identify trees that will be removed and trees that shall be protected
 - 10.2.1 Perform Tree Inventory – Field Data Collection
 - Use GPS to collect tree data (mapping grade, sub-meter – not survey grade) for each tree 6-inches and larger (as measured at diameter at breast height, 4.5-feet, DBH), in accordance with the City Ordinance.
 - Collected data will include:
 - 10.2.1..1. Diameter of trunk at breast height (DBH) – City standard for multiple stemmed trees;
 - 10.2.1..2. Species name;
 - 10.2.1..3. Tag Number (each tree with recorded data above will be physically tagged with a pre-numbered aluminum circular tag attached near breast height with aluminum nails);
 - 10.2.1..4. General condition assessment (healthy, declining, or hazardous), and
 - 10.2.1..5. Latitude and Longitude of tree location (decimal degrees)
- 10.3. Prepare tree protection plan showing size and type of trees to be removed and protected

- 10.4. Prepare tree protection details
- 10.5. Meet with City staff to present and review tree protection plan and details

11. Public Meetings

- 11.1. Prepare for and attend two (2) public meetings during the preliminary and final design tasks
- 11.2. Assist the City with preparing exhibits and a PowerPoint presentation for the public meeting
- 11.3. Assist the City with preparing notices for the public meeting
- 11.4. Assist the City with preparing handouts for the public meeting
- 11.5. Assist the City with preparing meeting notes from the public meeting

12. Bidding Phase Services

- 12.1. Provide assistance to the City during bidding by preparation and delivery of addenda for plan holders and responses to questions submitted by plan holders.
- 12.2. Attend a scheduled pre-bid conference
- 12.3. Attend bid opening

13. Record Drawings

- 13.1. Obtain and review comments and field changes on the "as-built" redline construction plans from City and/or Contractor.
- 13.2. Prepare record drawings based on comments and field changes. Since Kimley-Horn will not be providing resident engineering services and not observing on a full-time bases, we will not seal the record drawings. The record drawings will be provided in the following format:
 - AutoCAD File (1) copy
 - PDF (1) copy
 - 22"x34" Mylar Hardcopy (1) copy (4 mil double matte)
- 13.3. Submit one set of record drawings to TCEQ.

14. Easement Legal Descriptions and Exhibits

- 14.1. Prepare easement instruments (Metes and Bounds and graphic exhibits of easements required for proposed water and wastewater mains as needed, including temporary construction easements, in accordance with current City ROW Mapping requirements
 - 14.1.1 Eight (8) instruments are anticipated (R91765, R91766, R21270, R21272, R21112, R21113, R21239, and R21251)
- 14.2. Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor (three (3) originals of each, City to provide standard language) and shall contain the following:
 - 14.2.1 Parcel number
 - 14.2.2 Area required
 - 14.2.3 Area remaining
 - 14.2.4 Legal description
 - 14.2.5 Current owner
 - 14.2.6 Any existing platted easements or easements filed by separate instrument including easements provided by utility companies
 - 14.2.7 All physical features
 - 14.2.8 Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately
 - 14.2.9 Submit Easement Instruments for review and approval by the City's Land Agent
 - 14.2.10 The City will be responsible for preparing the easement dedication language and providing title commitments

15. Construction Phase Services

The fee for this task is based on the project being constructed in one phase.

- 15.1. Pre-Construction Conference
 - 15.1.1 Consultant will attend a Pre-Construction Conference prior to commencement of Work at the Site.

- 15.2. Visits to Site and Observation of Construction (maximum of 18 site visits)
 - 15.2.1 Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.
 - 15.2.2 The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- 15.3. Recommendations with Respect to Defective Work
 - 15.3.1 Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- 15.4. Clarifications and Interpretation
 - 15.4.1 Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- 15.5. Change Orders
 - 15.5.1 Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- 15.6. Shop Drawings and Samples
 - 15.6.1 Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- 15.7. Substitutes and "or-equal"
 - 15.7.1 Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- 15.8. Inspections and Tests
 - 15.8.1 Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of

the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

15.9. Disagreements between Client and Contractor

15.9.1 Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15.10. Applications for Payment

15.10.1 Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

15.10.2 By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

15.11. Substantial Completion

15.11.1 Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use; in company with Client and Contractor, conduct a site visit, and prepare a punch list of items to be completed prior to final acceptance, to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on the final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

15.12. Final Notice of Acceptability of the Work

15.12.1 Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

15.13. Limitation of Responsibilities

15.13.1 Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

16. Construction Material Testing Services

The fee for this task is based on the project being constructed in one phase.

- 16.1. Kimley-Horn will engage a sub consultant to provide construction material testing services for the project during construction. Testing services will be done in accordance with the minimum requirements defined in the current B/CS Unified Specifications. Kimley-Horn and their sub consultant will only respond to test requests made by the City. A minimum of 24 hours notice is required to properly schedule our services. Kimley-Horn shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Additional testing beyond the minimum requirements shall be an additional service. Re-tests due to deficient work shall be performed at the contractor's expense per the B/CS Unified Specifications. Changes to the project limits or scope of construction, either during design or construction may necessitate a change in testing services and may constitute additional services. The effort for this task was based on services being performed between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday. If services are requested by the City or City's contractor on weekends or holidays, this effort will be approved by City and billed on an hourly basis in addition to the fee established for this task.
- 16.2. Kimley-Horn or their sub consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.
- 16.3. The following field services are included in this task:
 - 16.3.1 Earthwork
 - Sample materials proposed for use as crushed stone base material, subgrade, general site fill, and utility structural backfill materials. Prepare and test the samples to determine classification by sieve analysis, the Atterberg Limits, pH and Moisture Density Relationship (ASTM D-698 or Tex-113-E).
 - Perform field gradations on chemically stabilized soils, as well as pH and Atterberg limits.
 - Proof roll exposed subgrade prior to placement of fill materials
 - Perform field density tests using the nuclear method to determine the moisture content and percent compaction of the soil materials.
 - Perform depth checks, Atterberg Limits tests, pH tests, and field density tests every 200 linear feet to determine depth, Plasticity Index, moisture content, and percent compaction of structural fill materials.
 - Perform depth checks and field density tests every 200 linear feet to determine depth, moisture content, and percent compaction of the pavement base materials.
 - 16.3.2 Cast-in-Place Concrete
 - Provide engineering technician to sample the fresh concrete for each mix, perform required tests, including slump, air content, concrete temperature, unit weight and cast test specimens during placements at the following frequencies: 1 set of (5) 4"x8" per 50 cubic yards or fraction thereof for each day's placement, whichever is greater, for pavement and sidewalks.
 - Perform compressive strength tests of concrete test cylinders cast in the field. One specimen will be tested at 7 days, three specimens will be tested at 28 days, and one "hold" cylinder.
 - 16.3.3 Hot Mix Asphalt Concrete Pavement Monitoring and Testing
 - Obtain sample from the field and perform laboratory classification tests including lab molded specimen density, Hveem stability, maximum theoretical density, asphalt content, and gradation. Test will be performed in accordance to the Job-Mix Formula (JMF) of the HMAAC.

- After completion of asphalt paving operations, obtain four asphalt pavement cores from the field for each day's placement. For each core, measure the thickness and calculate the bulk density with respect to the maximum theoretical density.
- If requested, provide Engineering Technician to verify the roller pattern that has been established by the HMAC Contractor.

Information to be provided by the City

The City shall provide all information and criteria as to the City's requirements, City objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

Additional Services

City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include, but are not limited to, the following:

- Roadway design and/or street rehabilitation design
- Storm sewer design
- Sidewalk design
- Design of any offsite drainage improvements
- Preparation of environmental assessment
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor
- Submittal to Texas Department of Licensing and Registration (TDLR) for ADA requirements
- Construction staking
- Any services not listed in the Scope of Services

- End of Scope of Services -

SCHEDULE

The Consultant shall provide the professional services as expeditiously as practicable to meet the mutually agreed upon schedule. The times for performance shall be extended for delays or suspensions due to circumstances that the Consultant does not control.

<u>Project Deliverable</u>	<u>Time for Completion</u>	<u>Cumulative Time</u>
Design Survey	24 weeks	24 weeks
Preliminary Design	12 weeks	36 weeks
City Review/Address Comments	3 weeks	39 weeks
Final Design	10 weeks	49 weeks
City Review/Address Comments	8 weeks	57 weeks
Advertise for Bid	12 weeks	69 weeks

EXHIBIT B

PAYMENT TERMS

Compensation is based on ***actual*** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$ ZERO per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for ***actual***, non-salary expenses at the rate of ZERO percent (0%) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract: (\$1,416,600.00).

The Consultant must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

SEE ATTACHED FEE SUMMARY

Fee Summary
Carter's Grove Utility Rehabilitation Project
City of College Station

Replacement/Rehabilitation of Approximately 11,000 Linear Feet of Existing Water Lines and 14,000 Linear Feet of Wastewater Lines Within the Carter's Grove Neighborhood													
Task		Labor Hours					Labor Costs					ODC's and Subs	Subtotal
		Senior Professional	Professional	Analyst	Support Staff	Total	Senior Professional	Professional	Analyst	Support Staff	Total		
1	Project Management	148	37	4	41	230	\$ 50,400	\$ 9,200	\$ 800	\$ 9,000	\$69,400	\$8,700	\$78,100
2	Preliminary Investigation	51	45	68		164	\$ 18,900	\$ 11,200	\$ 13,900		\$44,000	\$4,000	\$48,000
3	Design Survey	24	60	40		124	\$ 7,300	\$ 15,000	\$ 8,300		\$30,600	\$318,400	\$349,000
4	Subsurface Utility Engineering		12			12		\$ 3,000			\$3,000	\$300	\$26,300
5	Geotechnical Investigation		16			16		\$ 4,000			\$4,000	\$16,400	\$20,400
6	Preliminary Sanitary Sewer Trunk Line Design	206	278	710		1,194	\$ 70,300	\$ 69,100	\$ 142,000		\$281,400	\$21,200	\$302,600
7	Final Sanitary Sewer Trunk Line Design	249	219	448		916	\$ 91,500	\$ 54,500	\$ 89,400		\$235,400	\$17,700	\$253,100
8	Erosion Control Plan	2	22	40		64	\$ 700	\$ 5,500	\$ 8,200		\$14,400	\$1,000	\$15,400
9	Traffic Control	16	94	70		180	\$ 4,900	\$ 21,500	\$ 13,600		\$40,000	\$3,000	\$43,000
10	Tree Protection Plan	1	17	100		118	\$ 400	\$ 4,300	\$ 19,800		\$24,500	\$10,400	\$34,900
11	Public Meetings	23	34	56		113	\$ 8,600	\$ 8,500	\$ 11,200		\$28,300	\$3,500	\$31,800
12	Bidding Phase Services	18	28			46	\$ 5,900	\$ 7,000			\$12,900	\$1,500	\$14,400
13	Record Drawings	4	20	80		104	\$ 1,300	\$ 5,000	\$ 15,500		\$21,800	\$3,400	\$25,200
14	Easements		40			40		\$ 10,000			\$10,000	\$700	\$10,700
15	Construction Phase Services	56	228	82		366	\$ 16,900	\$ 56,700	\$ 16,900		\$90,500	\$8,500	\$99,000
16	Construction Materials Testing	12	12			24	\$ 3,700	\$ 3,000			\$6,700	\$58,000	\$64,700
Contract Totals =		810	1,162	1,698	41	3,711	\$ 280,800	\$ 287,500	\$ 339,600	\$ 9,000	\$916,900	\$476,700	\$1,416,600

EXHIBIT C
CERTIFICATE(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2025

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 Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770.552.4225 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C, No):
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	KIMLASS	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg		19445
INSURER B : Allied World Assurance Co (U.S.) Inc.		19489
INSURER C : New Hampshire Insurance Company		23841
INSURER D : Lloyd's of London		85202
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1400663858**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 ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GL5268169	4/1/2025	4/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			03127930	4/1/2025	4/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC067961230 (AOS) WC013711885 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2504949	4/1/2025	4/1/2026	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: A&E Professional Services with Construction - RFQ #25-102 Carter's Grove Utility Rehabilitation Project.
City of College Station, TX is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder. X-C-U is included under the General Liability Policy.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station, TX
1101 Texas Ave.
College Station, TX 77840

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

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025
forms a part of Policy No. CA4489663
issued to KIMLEY-HORN AND ASSOCIATES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

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

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



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025
forms a part of Policy No. CA4489663
issued to KIMLEY-HORN AND ASSOCIATES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025
forms a part of Policy No. CA4489663
issued to KIMLEY-HORN AND ASSOCIATES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

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



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM 04/01/2025 forms a part of Policy No. WC 067-96-1230

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

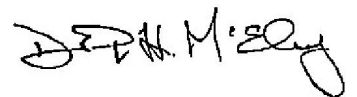
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS.

3. Premium:

The premium charge for this endorsement shall be 2.0 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



WC 42 03 04 B
(Ed. 6-14)

Countersigned by _____

Authorized Representative

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$11,500,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 13th DAY OF November, 2025.

John Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

(Seal)

APPROVED:

A handwritten signature in blue ink, appearing to be 'J. K.', is written over a horizontal line.

McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The project to be financed that are the subject of this Statement is:

Carters Grove Utility Rehabilitation (Water-Wastewater) - \$11,500,000

This project includes the rehabilitation of water and wastewater lines in the Carter's Grove neighborhood area. The project is generally bound by Merry Oaks Drive, Dominik Drive, Munson Avenue, and Francis Drive. Approximately 14,000 linear feet of wastewater lines will be replaced and moved into the ROW, including service line relocations. Approximately 11,000 linear feet of water lines will be replaced including service lines. This sanitary sewer basin has signification inflow and infiltration (I & I) and portions of the water lines in the area are original cast iron lines dating back to 1962.

November 13, 2025
Item No. 6.4.
CSU Operations Expansion Construction Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with Marek Brothers Construction, Inc. for the CSU Operations Expansion in the amount of \$2,653,150 plus the City's contingency in the amount of \$265,315 for a total appropriation of \$2,918,465. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This project includes the construction of a 4,500 SF single story CSU Operations Expansion Building and associated site work to be located at 1601 Graham Road. The exterior architectural features were reviewed and approved by the Architectural Advisory Committee.

The City of College Station received 3 construction proposals. After the review process, Marek Brothers Construction, Inc. was selected as the most qualified contractor for the project.

Budget & Financial Summary: Budget for this project was included in Electric's FY25 General Plant capital budget. A total budget of \$5,150,000 was included for this category in FY25. To date, a total of \$1,202,535 has been spent or encumbered, leaving a balance of \$3,947,465 for this project and related expenses. Due to timing differences, the remaining budget will be rolled into FY26 on Budget Amendment #1 to cover the construction costs in the fiscal year they occur.

Attachments:

1. CSU Operations Vendor Signed Contract
2. CSU Operations Final Tab Sheet



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300051 PROJECT#: EL30000588 BID/RFP/RFQ#: RFP-25-101

Project Name / Contract Description: College Station Utilities Operations Expansion

Name of Contractor: Marek Brothers Construction, Inc.

CONTRACT TOTAL VALUE: \$ 2,653,150.00

Grant Funded Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☐ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☒ NEW CONTRACT ☐ RENEWAL # N/A ☐ CHANGE ORDER # N/A ☐ OTHER N/A

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

Funding available on Project number EL30000588

Awarded best value proposal from RFP-25-101

CRC Approval Date*: N/A (If required)* Council Approval Date*: 11/13/2025 Agenda Item No*: N/A

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

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

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and Marek Brothers Construction, Inc. (the "Contractor") for the construction and/or installation of the following:
College Station Utilities Operations Expansion.

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: Two Hundred Sixty-Five Thousand Three Hundred Fifteen and No /100 Dollars (\$265,315.00).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Two Million Six Hundred Fifty-Three Thousand One Hundred Fifty and No /100 Dollars (\$2,653,150.00).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTRACT DOCUMENTS

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

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

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

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

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

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

3. AWARD OF CONTRACT

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

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

4. CITY'S REPRESENTATIVE

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

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

6. DISORDERLY EMPLOYEES

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

7. HOURS OF WORK

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

8. NATURE OF THE WORK

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

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

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

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

9. POST-AGREEMENT AWARD MEETINGS

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

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

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

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

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

10. PROGRESS OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

12. MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

14. REJECTED WORK

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

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

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

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

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

15. SUBCONTRACTING & SUBCONTRACTORS

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

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

16. PAYMENT

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

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

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

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

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

OR:

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

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

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

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

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

16.09 Unless otherwise provided in the Contract Documents:

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

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

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

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

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

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

17. EXTRA WORK CHARGES

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

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

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

OR:

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

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

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

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

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

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

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

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

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

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

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

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

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

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

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

18. TIME OF COMPLETION

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

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

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

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

19. SUBSTANTIAL COMPLETION

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

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

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

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

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

22. EXTENSIONS OF TIME

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

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

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

23. LIQUIDATED DAMAGES

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

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

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of Two Hundred Fifty and No /100 DOLLARS (\$ 250.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

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

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

27. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

27.07 Additional Insured.

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

27.08 Builder's Risk

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

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

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

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

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

employee are required.

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

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

"A. Definitions:

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

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

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

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

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

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

extended.

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

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

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

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

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

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

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

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

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

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

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

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

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

of coverage ends during the duration of the project;

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

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

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

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

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

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

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

28. BOND PROVISIONS

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

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

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

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

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

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

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

29. SURETY

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

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

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

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

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

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

30. COMPLIANCE WITH LAW

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

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

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

31. SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

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

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

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

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

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

34. RELEASE

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

35. PERMITS AND LICENSES

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

36. ROYALTIES AND LICENSING FEES

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

37. BREACH OF CONTRACT & DAMAGES

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

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

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

38. TERMINATION FOR CAUSE

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

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

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

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

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

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

42. TERMINATION CONVERSION

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

43. HIRING

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

44. ASSIGNMENT

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

45. EFFECTIVE DATE

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

46. OTHER TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

List of Exhibits

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

**MAREK BROTHERS
CONSTRUCTION, INC.**

By: Brian McMullin

Printed Name: Brian McMullin

Title: Owner

Date: 10/28/2025

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

Attached...

Superseded General Decision Number: 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, McLennan 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 **
Pipelaye.....\$ 12.79 **
Work Zone Barricade
Servicer.....\$ 11.85 **

PAINTER (Structures).....\$ 18.34

POWER EQUIPMENT OPERATOR:

Agricultural Tractor.....\$ 12.69 **
Asphalt Distributor.....\$ 15.55 **
Asphalt Paving Machine.....\$ 14.36 **
Boom Truck.....\$ 18.36
Broom or Sweeper.....\$ 11.04 **
Concrete Pavement
Finishing Machine.....\$ 15.48 **
Crane, Hydraulic 80 tons
or less.....\$ 18.36
Crane, Lattice Boom 80
tons or less.....\$ 15.87 **
Crane, Lattice Boom over
80 tons.....\$ 19.38
Crawler Tractor.....\$ 15.67 **
Directional Drilling
Locator.....\$ 11.67 **
Directional Drilling
Operator.....\$ 17.24 **
Excavator 50,000 lbs or
Less.....\$ 12.88 **
Excavator over 50,000 lbs...\$ 17.71 **
Foundation Drill, Truck
Mounted.....\$ 16.93 **
Front End Loader, 3 CY or
Less.....\$ 13.04 **
Front End Loader, Over 3 CY.\$ 13.21 **
Loader/Backhoe.....\$ 14.12 **
Mechanic.....\$ 17.10 **
Milling Machine.....\$ 14.18 **
Motor Grader, Fine Grade...\$ 18.51
Motor Grader, Rough.....\$ 14.63 **
Pavement Marking Machine...\$ 19.17
Reclaimer/Pulverizer.....\$ 12.88 **
Roller, Asphalt.....\$ 12.78 **
Roller, Other.....\$ 10.50 **
Scraper.....\$ 12.27 **
Spreader Box.....\$ 14.04 **
Trenching Machine, Heavy...\$ 18.48

Servicer.....\$ 14.51 **

Steel Worker

Reinforcing.....\$ 14.00 **
Structural.....\$ 19.29

TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Traffic Signal/Light Pole
Worker.....\$ 16.00 **

TRUCK DRIVER

Lowboy-Float.....\$ 15.66 **
Off Road Hauler.....\$ 11.88 **
Single Axle.....\$ 11.79 **
Single or Tandem Axle Dump
Truck.....\$ 11.68 **
Tandem Axle Tractor w/Semi
Trailer.....\$ 12.81 **

WELDER.....\$ 15.97 **

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

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.75) or 13658
(\$13.30). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

=====
END OF GENERAL DECISION"

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

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. PB11627500240

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Marek Brothers Construction, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto Philadelphia Indemnity Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Two-million, Six-hundred and Fifty-three Thousand, One-hundred & Fifty and 00 /100 Dollars (\$ 2,653,150.00) 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 College Station Utilities Office Expansion

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. 26300051
Construction Agreement Over \$50,000
Form 04-20-2023

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

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

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

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

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

Bond No. PB116275002 40



FOR THE CONTRACTOR:

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

By: Angela Kubacak
Name: Angela Kubacak
Title: Office manager
Date: 11/13/2025

(Name of Contractor)

By: Marek Brothers Construction, Inc.
Name: Mr
Title: owner
Date: 11/13/2025

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: Don Smith
Name: Don Smith
Title: N/A
Date: 11/13/2025

Philadelphia Indemnity Insurance Co
(Full Name of Surety)

3840 Corporate Center Dr
Bryan, TX 77802
(Address of Surety for Notice)

By: Bradley Hurt
Name: Bradley Hurt
Title: Attorney in Fact
Date: 11/13/2025

FOR THE CITY:

REVIEWED:

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

City Attorney

City Manager

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

Bond No. PB11627500240

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themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

Page 135 of 848

Bond No. PB11627500240



FOR THE CONTRACTOR:

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

WITNESS: (if not a corporation)

(Name of Contractor)

By: Angela Kubacak
Name: Angela Kubacak
Title: office manager
Date: 11/13/2025

By: Marek Brothers Construction, Inc.
Name: BM
Title: Owner
Date: 11/13/2025

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

Philadelphia Indemnity Insurance Co
(Full Name of Surety)

By: Ben Smith
Name: Ben Smith
Title: N/A
Date: 11/13/2025

3840 Corporate Center Dr
Bryan, TX 77802
(Address of Surety for Notice)

By: [Signature]
Name: Bradley Hurt
Title: Attorney in Fact
Date: 11/13/2025

FOR THE CITY:

REVIEWED:

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

City Attorney

City Manager

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



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tolan Marine Group

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

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:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: 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 Surety 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.

ADVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: 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 Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Rodney Hurt, Bradley Hurt, Donna Beeler, Nickolas Lutz III, Robert Rainey its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

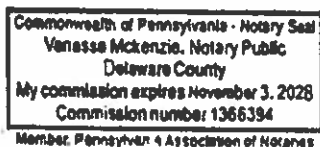


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.

Notary Public



Member, Pennsylvania Association of Notaries

residing at

Linwood, PA

My commission expires

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of November 2025



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 Service Insurance Group, Inc. PO Box 5753 3840 Corporate Center Dr Bryan TX 77805-5753	CONTACT NAME: Kacey Bourke	FAX (A/C, No): (979)774-3955	
	PHONE (A/C, No, Ext): (979)774-3900	E-MAIL ADDRESS: kacey@serviceinsgroup.com	
INSURED Marek Brothers Const., Inc. 15797 FM 2154 College Station TX 77845	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Texas Mutual Insurance Company		22945
	INSURER B: United Fire Group		19496
	INSURER C: Kinsale Insurance Company		
	INSURER D: Evanston Insurance Company		
	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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	0100051194-8	05/11/2025	05/11/2026	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 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	X	60504332	05/11/2025	05/11/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR			CSX00036307P-02	05/11/2025	05/11/2026	EACH OCCURRENCE \$ 10,000,000
D	☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			MKL4EUE101231	05/11/2025	05/11/2026	AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	SBP0001110938	10/29/2025	10/29/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Rented Equipment; Actual Cash Value			60504332	05/11/2025	05/11/2026	Max Rented Item 250,000 Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is an additional insured on general liability on a primary and non-contributory basis and on business auto policy and has a waiver of subrogation in their favor under general liability, business auto and workers' comp policies on a Blanket basis as required by written contract or agreement.

CERTIFICATE HOLDER City of College Station 1101 Texas Avenue College Station TX 77845-	CANCELLATION AI 024671 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
--	---



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

10/28/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Service Insurance Group, Inc. PO Box 5753 3840 Corporate Center Dr Bryan TX 77805-5753		PHONE (A/C, No, Ext): (979)774-3900		COMPANY United Fire & Casualty PO Box 73909 Cedar Rapids IA 52407- () -	
FAX (A/C, No): (979)774-3955		E-MAIL ADDRESS: kacey.bourke@sigbcs.com			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #: 6152		LOAN NUMBER		POLICY NUMBER 46309479-25	
INSURED Marek Brothers Const., Inc. P.O. Box 9715 College Station TX 77842-9715		EFFECTIVE DATE 01/10/2025		EXPIRATION DATE 01/10/2026	
				☐ CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION

RE: College Station Utilities Operations, College Station, TX

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk; All Risk, Reporting Form, Max any one structure	3,000,000	1,000
Builders Risk; All Risk, Reporting Form, Max all structures	5,000,000	1,000

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

AI 024671

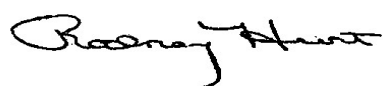
NAME AND ADDRESS City of College Station 1101 Texas Avenue College Station TX 77845-	☐ MORTGAGEE	☒ ADDITIONAL INSURED
	☐ LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	

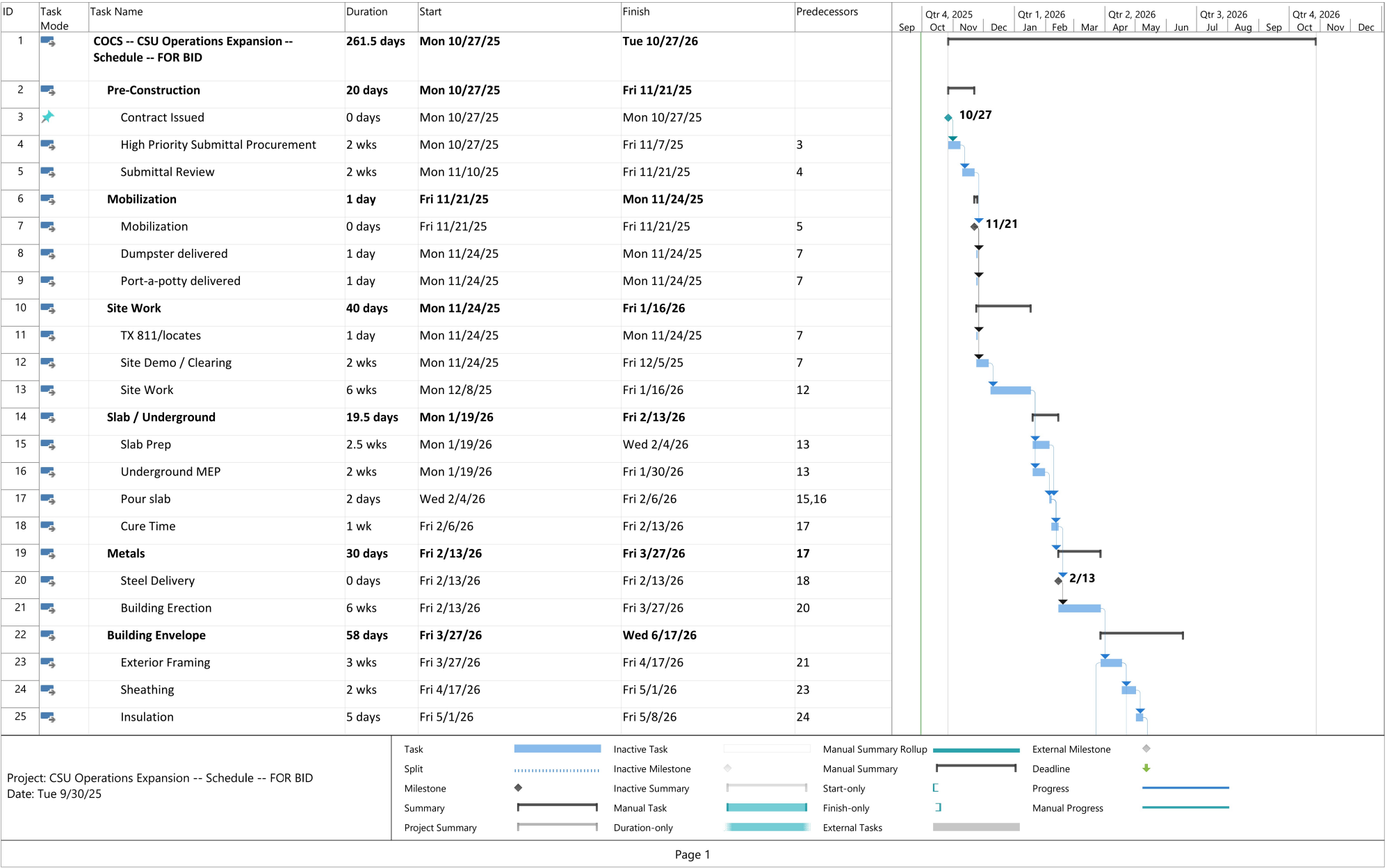
EXHIBIT D
PLANS AND SPECIFICATIONS

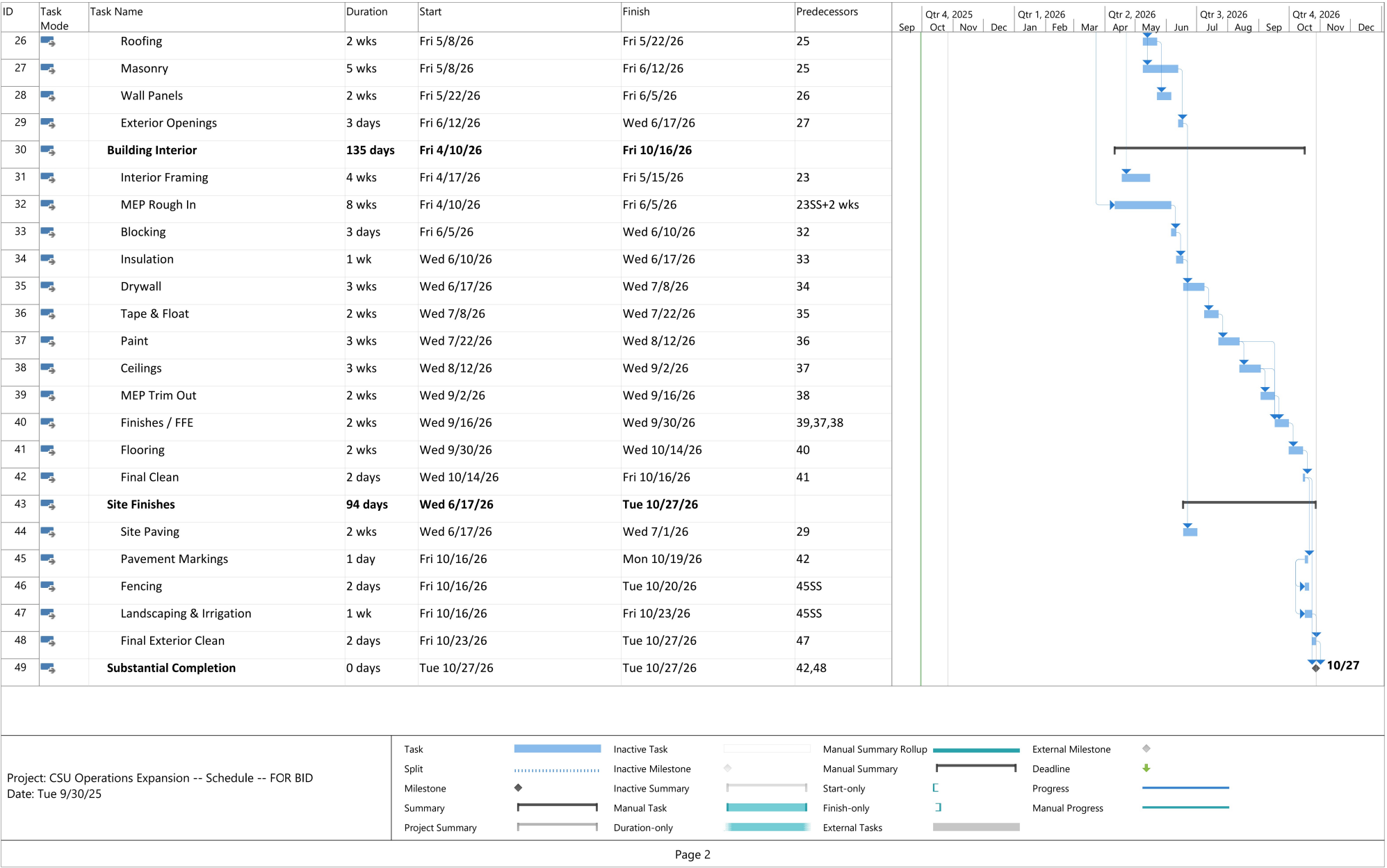
If the plans and specifications from the RFP/CSP are not physically inserted here, then they are fully incorporated into this contract by reference.

Incorporated by reference.

EXHIBIT E
CONSTRUCTION SCHEDULE

Attached





**PROPOSAL FORM
(Tab 4)**

Date: 9/30/2025

PROPOSAL FROM: Marek Brothers Construction Inc

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

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

Please type or write legibly in blue or black ink. A unit price is required for all bid items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

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

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

BASE PROPOSAL: Stipulated Total Bid of: (\$ ~~2,625,000.00~~)

\$ 2,653,150⁻

CLARIFICATION ADDERS: \$28,150

CALENDAR DAYS: Total number of calendar days to substantial completion is 365 days.

Don
10/20/25

RECEIPT OF ADDENDA

I hereby acknowledge receipt of the following Addenda: #1, #2 & #3

CONTRACTOR NAME: Marek Brothers Construction, Inc

CONTRACTOR SIGNATURE: 

TABULATION

RFP (CSP) NO. 25-101 C.S. Utilities Operations Expansion

9/30/2025

CONTRACTOR	BASE PROPOSAL	NUMBER OF CALENDAR DAYS	Total Sum	BOND	Addenda	Certification
Marek Construction	\$ 2,653,150.00	365	\$ 2,653,150.00	Y	Y	Y
JaCody Construction	\$ 2,713,231.00	365	\$ 2,713,231.00	Y	Y	Y
Dudley Construction	\$ 2,929,000.00	365	\$ 2,929,000.00	Y	Y	Y

Award

November 13, 2025

Item No. 6.5.

Veterans Park Harvey Road and University Drive Entry Signage Construction

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with Concord Commercial Services for the Veterans Park entryway signage construction for both the Harvey Road and University Drive entrances in the amount of \$176,077.80 plus the City's contingency in the amount of \$17,607.78 for a total appropriation of \$193,685.58. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This project includes the construction of entryway signs at both the Harvey Road and University Drive entrances to Veterans Park, including associated sitework and landscaping improvements. The signage design was previously presented and approved by the Architectural Advisory Committee.

The City of College Station received 4 Construction bids. After the review process, Concord Commercial Services was selected as the lowest responsive, responsible bidder for the project.

Budget & Financial Summary: Budget in the amount of \$600,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$134,646 has been expended or committed to date, leaving a balance of \$465,354 for this construction contract and future costs.

Attachments:

1. VPAC Entry Signage Vendor Signed Contract
2. VPAC Entry Signage Final Bid Tabulation
3. VPAC Entry Signage Location Map



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300053 PROJECT #: PK2200 BID/RFP/RFQ#: 26-001

Project Name / Contract Description: Veterans Park Entryway Signage
with Add Alternate1

Name of Contractor: Concord Commercial Services, Inc.

CONTRACT TOTAL VALUE: \$ 176,077.80 **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 September 25th bids were solicited for referenced project. Four (4) responses were received, of which Concord Commercial Services, Inc. best meets the requirements to be considered the lowest, responsive, responsible bidder.

Funding: 4138971-6560 (PK2200)

*(If required)**
CRC Approval Date*: N/A **Council Approval Date*:** 11/13/25 **Agenda Item No*:** 7.7

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

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

SIGNATURES RECOMMENDING APPROVAL

<u>Jennifer Cain</u> DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT	<u>10/28/2025</u> DATE
<u>[Signature]</u> ASST CITY MGR – CFO	<u>10/28/2025</u> DATE
<u>David Purnell</u> LEGAL DEPARTMENT	<u>10/29/2025</u> DATE

APPROVED & EXECUTED

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

9.12.23 UPDATED

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

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and Concord Commercial Services, Inc. (the "Contractor") for the construction and/or installation of the following:
Veterans Park Entryway Signage with Add Alternate 1; as described in ITB 26-001.

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: Seventeen Thousand Six Hundred Seven and 78 /100 Dollars (\$ 17,607.78).

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 Seventy-Six Thousand Seventy-Seven and 80 /100 Dollars (\$ 176,077.80).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTRACT DOCUMENTS

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

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

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

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

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

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

3. AWARD OF CONTRACT

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

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

4. CITY'S REPRESENTATIVE

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

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

6. DISORDERLY EMPLOYEES

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

7. HOURS OF WORK

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

8. NATURE OF THE WORK

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

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

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

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

9. POST-AGREEMENT AWARD MEETINGS

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

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

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

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

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

10. PROGRESS OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

12. MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

14. REJECTED WORK

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

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

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

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

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

15. SUBCONTRACTING & SUBCONTRACTORS

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

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

16. PAYMENT

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

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

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

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

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

OR:

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

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

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

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

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

16.09 Unless otherwise provided in the Contract Documents:

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

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

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

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

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

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

17. EXTRA WORK CHARGES

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

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

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

OR:

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

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

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

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

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

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

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

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

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

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

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

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

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

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

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

18. TIME OF COMPLETION

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

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

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

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

19. SUBSTANTIAL COMPLETION

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

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

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

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

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

22. EXTENSIONS OF TIME

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

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

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

23. LIQUIDATED DAMAGES

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

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

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of Two Hundred Fifty and 00 /**100 DOLLARS (\$ 250.00**) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

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

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

27. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

27.07 Additional Insured.

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

27.08 Builder's Risk

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

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

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

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

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

employee are required.

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

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

“A. Definitions:

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

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

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

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

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

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

extended.

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

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

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

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

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

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

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

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

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

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

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

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

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

of coverage ends during the duration of the project;

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

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

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

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

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

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

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

28. BOND PROVISIONS

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

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

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

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

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

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

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

29. SURETY

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

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

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

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

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

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

30. COMPLIANCE WITH LAW

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

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

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

31. SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

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

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

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

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

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

34. RELEASE

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

35. PERMITS AND LICENSES

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

36. ROYALTIES AND LICENSING FEES

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

37. BREACH OF CONTRACT & DAMAGES

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

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

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

38. TERMINATION FOR CAUSE

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

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

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

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

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

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

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

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

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

42. TERMINATION CONVERSION

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

43. HIRING

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

44. ASSIGNMENT

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

45. EFFECTIVE DATE

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

46. OTHER TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

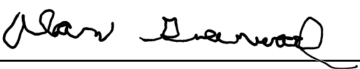
- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms. If this Contract is for goods and services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

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

List of Exhibits

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

CONCORD COMMERCIAL SERVICES, INC.

By: 

Printed Name: ALAN GREENWOOD

Title: President

Date: 10/28/2025

CITY OF COLLEGE STATION

By: _____

City Manager

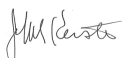
Date: _____

APPROVED:



City Attorney

Date: 10/29/2025



Assistant City Manager/CFO

Date: 10/28/2025

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. S056091

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Concord Commercial Services, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto Employers Mutual Casualty Company and Union Insurance Company of Providence, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Seventy-Six Thousand Seventy-Seven and 80 /100 Dollars (\$ 176,077.80) 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 Veterans Park Entryway Signage with Add Alternate 1; as described in ITB 26-001

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. S056091

FOR THE CONTRACTOR:

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

WITNESS: (if not a corporation)

By: Yadira Miranda

Name: Yadira Miranda

Title: Office Manager

Date: 11/13/25

Concord Commercial Services, Inc.

(Name of Contractor)

By: Crystal Casillas

Name: Crystal Casillas

Title: Vice President

Date: 11/13/25

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: HS

Name: Hannah Marie

Title: Manager

Date: 11/13/25

Employers Mutual Casualty Company and Union Insurance Company of Providence

(Full Name of Surety)

717 Mulberry Street

Des Moines, IA 50309

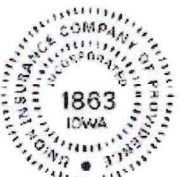
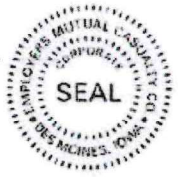
(Address of Surety for Notice)

By: S

Name: Sam Sealer

Title: Attorney in Fact

Date: 11/13/25



FOR THE CITY:

REVIEWED:

David Purnell 10/29/2025
City Attorney

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

City Manager

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

TEXAS STATUTORY PAYMENT BOND

Bond No. S056091

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Concord Commercial Services, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto Employers Mutual Casualty Company and Union Insurance Company of Providence, a corporation organized and existing under the laws of the State of IA, 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 Seventy-Six Thousand Seventy-Seven and 80 /100 Dollars (\$ 176,077.80) 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 13 day of November, 20 25, for Veterans Park Entryway Signage with Add Alternate 1; as described in ITB 26-001, 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. S056091

FOR THE CONTRACTOR:

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

Concord Commercial Services, Inc.
(Name of Contractor)

By: 
Name: Yadira Miranda
Title: Office Manager
Date: 11/13/25

By: 
Name: Crystal Casillas
Title: Vice President
Date: 11/13/25

FOR THE SURETY:
ATTEST/WITNESS (SEAL)

Employers Mutual Casualty Company and Union Insurance Company of Providence

(Full Name of Surety)

By: 
Name: Hannah Marie
Title: Manager
Date: 11/13/25

717 Mulberry Street
Des Moines, IA 50309
(Address of Surety for Notice)



By: 
Name: Sam Sealer
Title: Attorney in Fact
Date: 11/13/25



FOR THE CITY:

REVIEWED:

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

David Purnell 10/29/2025
City Attorney

City Manager

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

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

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

Sam Sealer

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

Surety Bond Principal:

Number Concord Commercial Services

Obligee:

S056091

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

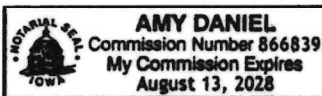
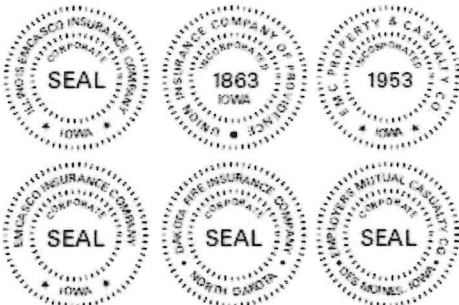
AUTHORITY FOR POWER OF ATTORNEY

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

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

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals



Scott R. Jean

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

Todd Strother

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

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Amy Daniel

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025 are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of November, 2025.

Ryan J. Springer

Vice President

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2025

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 2255 Ridge Rd, Ste 333 Rockwall TX 75087	CONTACT NAME: Amberly Hamblin PHONE (A/C, No, Ext): 972-772-7246 FAX (A/C, No): 972-771-4695 E-MAIL ADDRESS: amberly.hamblin@baldwin.com
INSURED Concord Commercial Services, Inc. 11400 Long St. Balch Springs TX 75180	INSURER(S) AFFORDING COVERAGE INSURER A: Donegal Mutual Insurance Co INSURER B: Atlantic States Insurance Comp INSURER C: Texas Mutual Insurance Company INSURER D: INSURER E: INSURER F:
License#: BR-1796913 CONCCOM-04	NAIC # 13692 22586 22945

COVERAGES**CERTIFICATE NUMBER:** 1938753452**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		CPT9370200	12/9/2024	12/9/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		1000107240	12/9/2024	12/9/2025	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 \$		CXL9370200	12/9/2024	12/9/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N / A	0002026533	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor's Equipment		CPT9370200	12/9/2024	12/9/2025	Leased/Rented Equip. \$500,000

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

The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability endorsement's wording includes both the insured's Ongoing and Completed Operations.

The General Liability and Auto Liability policies contain an endorsement with "Primary and Noncontributory" wording.

The General Liability, Auto Liability and Workers' Compensation policies include blanket automatic waiver of subrogation endorsements that provide this feature, only when there is a written contract between the named insured and the certificate holder that requires it.
See Attached...

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

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ADDITIONAL REMARKS SCHEDULE

AGENCY The Baldwin Group Southwest LLC		NAMED INSURED Concord Commercial Services, Inc. 11400 Long St. Balch Springs TX 75180
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

** ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS & EXCLUSIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Automatic Status When Required in Written Construction Contract or Agreement
Location And Description of Operations: Per contract

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. With respect to the Insurance provided by this endorsement, Paragraph **4. Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

- (1) Primary and non-contributory basis; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage **A** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS –
IN A WRITTEN CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Automatic Status When Required in Written Construction Contract or Agreement
Location And Description of Completed Operations: Per Contract

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule above if you are required under a written contract or agreement to provide insurance such as is afforded under this policy. The insurance provided by this endorsement only applies with respect to liability for "bodily injury" or "property damage" arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. This person or organization is not an insured with respect to any "bodily injury", or "property damage" occurring prior to the date the written contract or agreement was executed and in effect;
2. The insurance afforded to such additional insured only applies to the extent permitted by law; and
3. The insurance afforded to such additional insured will not be broader than:
 - a. The coverage you have agreed to provide in the written contract or agreement; or
 - b. The coverage provided by this endorsement.

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- C. With respect to the Insurance provided by this endorsement, Paragraph **4. Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

- (1) Primary and non-contributory basis; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage **A** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS SILVER SERIES
GENERAL LIABILITY COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE*

Coverage

Limit(s) of Insurance

Page

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

The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

I. NON-OWNED WATERCRAFT COVERAGE

- A. Subparagraph **g.(2)** under paragraph **2. Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

- B. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** only, the following provision is added to **SECTION II - WHO IS AN INSURED**:

4. Any person is an insured with respect to a watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, while using such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft.

However, no person or organization is an insured:

- a. With respect to "bodily injury" to a co-"employee" of the person operating the watercraft;
- b. With respect to "property damage" to property owned by, rented to, loaned to, occupied by, or otherwise in the care, custody or control of, you or the employer of any person who is insured under this provision; or
- c. If other insurance of any kind is available to that person or organization for this liability, unless such insurance was written to apply specifically in excess of this policy.

II. BROADENED DAMAGE TO PREMISES RENTED TO YOU COVERAGE

The following provisions apply only if a Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You. If no Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You, or if Damage To Premises Rented To You is shown as excluded, the following provisions do not apply.

- A. Subparagraph **j. Damage To Property** under paragraph **2. Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

j. Damage To Property

"Property damage" to:

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

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

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

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

- B. The last subparagraph under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

Exclusions c. through e. and g. through n. do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. Exclusion f. does not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance and as provided under the Broadened Damage To Premises Rented To You Coverage.

- C. Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Broadened Damage To Premises Rented To You Coverage is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner. The Limit of Insurance for Broadened Damage To Premises Rented To You Coverage shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Damage To Premises Rented To You.

III. ELECTRONIC DATA LIABILITY

- A. Subparagraph p. **Electronic Data** under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

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

Damages arising out of:

- (1) Any access to, or disclosure or theft of, any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, an individual's name, social security number, driver's license number, state identification number, credit card information, debit card information, account number, account histories, passwords, health information, medical information, or any other type of nonpublic information; or

- (2) The loss of, loss of use of, damage to, corruption of, inability to access, inability to transmit or receive, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

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

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

Subject to 5. above, the Electronic Data Liability Limit shown in the Schedule above is the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

- C. With respect to the insurance provided by this endorsement, the definition of "Property Damage" in the Definitions Section is replaced by the following:

17. "Property damage" means:

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

"Property damage" does not include any loss, cost or expense to correct any defective, faulty or incorrect work performed by you or by any contractors or subcontractors working directly or indirectly on your behalf.

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

- D. With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V - DEFINITIONS**:

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

IV. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B INCREASED LIMITS

- A. Subparagraph **b.** under paragraph 1. as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)** is deleted and replaced by the following:
- b. Up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Bail Bonds Increased Limit for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- B. Subparagraph **d.** under paragraph 1. as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)** is deleted and replaced by the following:
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit". Expenses paid under this provision includes actual loss of earnings, up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Loss of Earnings Increased Limit, because of time off from work.

V. BROAD FORM NAMED INSURED COVERAGE

With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**, the following provision is added to paragraph 1. as found in **SECTION II - WHO IS AN INSURED**:

- f. An organization other than a partnership, joint venture or limited liability company, your legally incorporated subsidiaries are insureds if you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

However, coverage under this provision does not apply to "bodily injury", "property damage", or "personal and advertising injury" with respect to which an insured under this policy, including any endorsement attached to and made a part of this policy, is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of the applicable limits of insurance, unless such policy was written to apply specifically in excess of this policy.

VI. INCIDENTAL MALPRACTICE LIABILITY - NURSE, EMT OR PARAMEDIC COVERAGE

Paragraph **2.a.(1)(d)** as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician (EMT) or paramedic employed by you.

VII. BROADENED NEWLY FORMED OR ACQUIRED ORGANIZATIONS COVERAGE

Paragraph **3.a.** as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

VIII. BROADENED WHO IS AN INSURED

The following is added to **SECTION II - WHO IS AN INSURED**:

The following is an additional insured:

- A. 1. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

However, such person or organization is not an insured with respect to any "occurrence" which takes place after the equipment lease expires.

2. Any person or organization (referred to below as vendor) with whom you agree in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(a) The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

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

- (i) The exceptions contained in Subparagraphs (4) or (6) above; or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

3. Any person or organization but only with respect to their liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations due to:

(a) Their financial control of you; or

(b) Premises they own, maintain or control while you lease or occupy these premises.

However, the insurance afforded to such person or organization does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

4. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as co-owner of a Described Premises shown in the declarations.

5. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as grantor of a franchise or license to you.

6. Any person or organization but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations on that part of the land leased to you and shown in the Schedule. However, the insurance afforded to such person or organization does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land;
 - (b) Structural alterations, new construction or demolition operations performed by or for that person or organization.
7. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as a mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a Described Premises shown in the declarations. However, the insurance afforded to such person or organization does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
8. Any person or organization but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations performed in that part of the premises leased to you and shown as a Described Premises in the declarations. However, the insurance afforded to such person or organization does not apply to
 - (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (b) Structural alterations, new construction or demolition operations performed by or for that person or organization.
9. Any state or political subdivision, but only with respect to liability for "bodily injury" or "property damage". This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- B. The insurance afforded to such person or organization described in paragraph A. above only applies to the extent permitted by law.
- C. The insurance afforded to such person or organization described in paragraph A. above will not be broader than:
 1. The coverage you have agreed to provide in the written contract or agreement; or
 2. The coverage provided by this endorsement.
- D. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you ends.
- E. The insurance provided to such person or organization described in paragraph A. above does not apply to "bodily injury" or "property damage" occurring:
 1. Prior to the date the written contract or agreement was executed and in effect;
 2. After your contract or agreement with such additional insured ends; or
 3. After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.
- F. The insurance afforded to any additional insured is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:
 1. Primary and non-contributory basis; or
 2. Contributory basis.

IX. MEDICAL EXPENSE INCREASED LIMIT

The following provision applies only if a Limit of Insurance is shown in the Declarations for Medical Expense. If no Limit of Insurance is shown in the Declarations for Medical Expense, or if Medical Expense is shown as excluded, the following provision does not apply.

Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Medical Expense Increased Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person. The Limit of Insurance for Medical Expense Increased Limit shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Medical Expense.

X. AMENDMENT OF GENERAL AGGREGATE LIMIT OF INSURANCE - PER PROJECT AND PER LOCATION

- A.** With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE C. MEDICAL PAYMENTS** only, the following provision is added to **SECTION III - LIMITS OF INSURANCE**:

The General Aggregate as described in paragraph 2. under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your projects away from premises owned by or rented to you and separately to each of your "locations" owned by or rented to you. However:

1. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location provision does not apply if a single "occurrence" under Coverage **A**, or a single accident under Coverage **C**, can be attributed to multiple projects or "locations". The General Aggregate Limit of Insurance shown in the Declarations will apply to the sum of all damages under Coverage **A** arising out of such "occurrence" and all medical expenses under Coverage **C** arising out of such accident;
2. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location does not apply to damages under Coverage **B**. The General Aggregate Limit of Insurance shown in the Declarations continues to apply to the sum of all damages under Coverage **B**, regardless of the number of projects or "locations";

- B.** With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V - DEFINITIONS**:

"Locations" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

XI. KNOWLEDGE OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT

Subparagraphs **a.** and **b.** under paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** as found in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are deleted and replaced by the following:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;

- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This Condition only applies when the "occurrence", offense, claim or "suit" is known to you (if you are an individual), to a partner (if you are a partnership), a manager (if you are a limited liability company), or an officer or insurance manager of a corporation (if you are a corporation). Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) does not imply knowledge by the insured unless the insured has received notice from the agent, servant or "employee".

- b.** If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Failure by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) to notify us of an "occurrence", offense, claim or "suit" will not jeopardize your coverage.

XII. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

The following is added to the paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - COMMERCIAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" included in the "products-completed operations hazard" or your ongoing operations, subject to the following:

- a.** You are required under a written contract to waive your rights to recover from that person or organization; and
- b.** The written contract was executed and in effect before any injury or damage that would give rise to a claim under this Commercial General Liability Coverage Part.

This waiver does not apply to any person who is an engineer or architect, or to any organization with respect to an engineer or architect employed by such organization, unless agreed to in writing by us.

XIII.UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following Condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

10. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. Such unintentional error or omission must be reported to us as soon as practicable after its discovery.

This Condition does not affect our right to collect any additional premium associated with such unintentional error or omission or our right to cancel or non-renew this policy.

XIV. CONTRACTUAL LIABILITY - RAILROADS

Subparagraph **f.(1)** under the definition of "insured contract" as found in **SECTION V - DEFINITIONS** or as found in endorsement CG 24 26 AMENDMENT OF INSURED CONTRACT DEFINITION is deleted.

XV. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** under the definition of "mobile equipment" as found in **SECTION V - DEFINITIONS** is deleted and replaced by the following:

- (1)** Equipment with a gross vehicle weight of 1000 pounds or more and designed primarily for:
 - (a)** Snow removal;
 - (b)** Road maintenance, but not construction or resurfacing; or
 - (c)** Street cleaning.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization whom you are required under a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the site or location designated in the written contract or agreement.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than:
 - a. The coverage you have agreed to provide in the written contract or agreement; or
 - b. The coverage provided by this endorsement.

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

1. This does not apply to "Bodily injury" or "property damage" occurring:
 - a. Prior to the date the written contract or agreement was executed and in effect;
 - b. After all work on the project (other than service, maintenance or repairs) to be performed at the site or location of the covered operations has been completed; or
 - c. After that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. "Property damage" to:

- a. Property owned, occupied or used by;
- b. Property rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by; or
- c. "Your work" for, such person or organization.

3. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:

- a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and
- b. Supervisory, inspection, or engineering services.

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" involved the rendering of or the failure to render any professional services.

4. Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.

C. With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE**:

8. The most we will pay under the insurance provided by this endorsement is:

- a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
- b. The applicable Limit of Insurance shown in the Declarations,

whichever is less.

- D. With respect to the Insurance provided by this endorsement, Paragraph **4. Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

- (1) Primary and non-contributory basis; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage **A** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED BY CONTRACT -
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

The following provisions are added to subparagraph 1. Who Is An Insured under paragraph A. Coverage as found in SECTION II – COVERED AUTOS LIABILITY COVERAGE:

d. (1) Any person or organization with whom you are required under a written contract, agreement, or permit to provide insurance such as is afforded under this policy, is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

- (i) Prior to the date the written contract or agreement was executed and in effect;
- (ii) After your contract or agreement with such additional insured ends; or
- (iii) After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.

- e. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:

- (1) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- (2) Coverage under this provision does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you acquired or formed the organization.

All provisions, exclusions and conditions applicable to you, except those pertaining to notice of cancellation or refusal to renew, as provided in this policy, including any endorsement attached to and made a part of this policy, apply with respect to the insurance provided to such newly acquired or formed organizations.

II. SUPPLEMENTARY PAYMENTS INCREASED LIMITS

- A. Subparagraph a.(2) under paragraph 2. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION II - COVERED AUTOS LIABILITY COVERAGE)** is deleted and replaced by the following:
 - (2) Up to the limit of insurance shown in the Schedule above for Supplementary Payments - Bail Bonds Increased Limit for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- B. Subparagraph a.(4) under paragraph 2. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION II - COVERED AUTOS LIABILITY COVERAGE)** is deleted and replaced by the following:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to the limit of insurance shown in the Schedule above for Supplementary Payments - Loss of Earnings Increased Limit, because of time off from work.

III. BROADENED TOWING AND LABOR COSTS COVERAGE - ALL VEHICLE TYPES

Subparagraph 2. **Towing** under paragraph A. **Coverage** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

2. Towing And Labor Costs

We will pay up to the limit of insurance shown in the Schedule above for Broadened Towing And Labor Costs Each Disablement for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

With respect to disablement of covered "autos" other than of the private passenger type, the most we will pay for the total of all towing and labor costs during the policy period shown in the Declarations is the limit of insurance shown in the Schedule above for Broadened Towing And Labor Costs Aggregate Limit.

IV. BROADENED TRANSPORTATION EXPENSES COVERAGE EXTENSION - ALL VEHICLE TYPES

Subparagraph a. **Transportation Expenses** under paragraph 4. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION III - PHYSICAL DAMAGE COVERAGE)** is deleted and replaced by the following:

a. Transportation Expenses

We will pay per day up to the limit of insurance shown in the Schedule above for Broadened Transportation Expenses Increased Limits Per Day, subject to the maximum limit of insurance shown in the Schedule above for Broadened Transportation Expenses Maximum Limit, for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. BROADENED LOSS OF USE EXPENSES COVERAGE EXTENSION

Subparagraph **b. Loss Of Use Expenses** under paragraph 4. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION III - PHYSICAL DAMAGE COVERAGE)** is deleted and replaced by the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is the limit of insurance shown in the Schedule above for Loss Of Use Expenses Per Day, subject to the maximum limit of insurance shown in the Schedule above for Loss Of Use Expenses Maximum Limit.

VI. The following is added to paragraph A. **COVERAGE (SECTION III - PHYSICAL DAMAGE COVERAGE)**:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you hire without a driver, subject to the following provisions:

- a. The most we will pay for any "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:
 - (1) The limit of insurance shown in the Schedule above for Hired Auto Physical Damage Coverage - Any One Accident Or Loss;
 - (2) The actual cash value, which includes an adjustment for depreciation and physical condition in the event of a total "loss"; or

- (3) The cost of repairing or replacing the damaged or stolen hired "auto" with other property of like kind and quality,

minus a \$500 deductible. No deductible applies to "loss" caused by fire or lightning.

- b. Subject to the limit of insurance and deductible provisions provided in paragraph 5.a. above, we will provide coverage equal to the broadest Physical Damage Coverage applicable to any covered "auto" shown in the Declarations.
- c. This Hired Auto Physical Damage Coverage does not apply to any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.
- d. This Hired Auto Physical Damage Coverage is excess over all other collectible insurance.

6. Rental Reimbursement Expenses

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss", other than total theft, to a covered "auto". We will pay rental reimbursement expenses only for those covered "autos":

- a. For which you carry either Comprehensive or Specified Causes of Loss Coverage if the "loss" arises from such coverage; or
- b. For which you carry either Collision Coverage if the "loss" arises from such coverage.

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, when the covered "auto" is repaired or replaced or we pay for its "loss". This coverage does not apply while there are spare or reserve "autos" available to you for your operations. The most we will pay for rental reimbursement expenses under this Coverage Extension because of "loss" to a covered "auto" is the limit of insurance shown in the Schedule above for Rental Reimbursement Coverage. No deductibles apply to this coverage.

If the Rental Reimbursement Coverage endorsement is also attached to and made a part of this policy, then the coverage provided under this Rental Reimbursement Expenses Coverage Extension will be excess over the insurance provided by the Rental Reimbursement Coverage endorsement.

7. Personal Effects Coverage

We will pay up to the limit of insurance shown in the Schedule above for Personal Effects Coverage for loss to wearing apparel and other personal effects which are:

- a. Owned by an "insured"; and
- b. In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this coverage.

The insurance provided by this Personal Effects Coverage provision is excess over any other collectible insurance covering such property.

8. Auto Loan/Lease Gap Coverage

In the event of a total "loss" to a covered "auto" shown on the Declarations in the Schedule Of Covered Autos You Own, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

We will pay the unpaid amount due on the lease or loan only for those covered "autos":

- a. For which you carry either Comprehensive or Specified Causes of Loss Coverage if the "loss" arises from such coverage; or
- b. For which you carry either Collision Coverage if the "loss" arises from such coverage.

VII. AIRBAG ACCIDENTAL DISCHARGE COVERAGE

The following is added to subparagraph 3. under paragraph B. **Exclusions** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

The exclusion for "loss" caused by or resulting from mechanical breakdown, as described in paragraph B.3.a. above, does not apply with respect to the accidental discharge of an airbag in a covered "auto" if the airbag is repaired or replaced in a manner acceptable to us. No deductible will apply to such "loss".

VIII. REPLACEMENT COST OF A PRIVATE PASSENGER VEHICLE

For a covered private passenger "auto" you own, paragraph C. **Limits Of Insurance** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

If we deem a covered "auto" to be a total loss within 180 days of your purchase of the automobile new, and it has not been previously titled, at our option we may:

- 1. Replace the covered "auto" with a new auto of like make, model and year; or
- 2. Pay you an amount equal to the cost of the covered "auto" new, including taxes.

IX. GLASS REPAIR DEDUCTIBLE WAIVER

The following is added to paragraph D. **Deductible** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, no deductible applies to glass damage if the glass is repaired in a manner acceptable to us instead of replaced.

X. PARKED AUTO COLLISION DEDUCTIBLE

A. The following is added to paragraph D. **Deductible** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, in the event of "loss" caused by collision to a covered "auto" while such "auto" is in the care, custody or control of an "insured" and legally parked, the Collision Coverage deductible amount that will be applied to the "loss" will be \$100, regardless of any deductible amount shown in the Declarations as applicable to such covered "auto".

This Parked Auto Collision Deductible provision does not apply to the "loss" if:

1. The covered "auto" is occupied at the time of the "loss"; or
2. The covered "auto" is in the care, custody or control of any person or organization engaged in the business of selling, servicing, repairing or parking "autos".

- B. If the Exclusions section of any Uninsured Motorists Coverage endorsement or Underinsured Motorists endorsement attached to and made a part of this policy includes a provision excluding a stated dollar amount from the total amount of "property damage" as the result of any one "accident", such stated dollar amount is revised to be \$100.

XI. MULTIPLE DEDUCTIBLE PROVISION

The following is added to paragraph D. **Deductible** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

If a "loss" covered under this Coverage Part also involves a "loss" to other property from the same "accident", which is covered under a Commercial Property or Inland Marine Coverage Part issued by us or any member company of ours for you, only the highest deductible applicable to those coverages will be applied to the "accident".

XII. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following provisions are added to subparagraph 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** under paragraph A. **Loss Conditions** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

- d. Knowledge of an "accident", claim, "suit" or "loss" by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) does not imply knowledge of the "insured" unless the "insured" has received notice from the agent, servant or "employee".
- e. Failure by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) to notify us of an "accident", claim, "suit" or "loss" will not jeopardize your coverage.

XIII. BLANKET WAIVER OF SUBROGATION

The following is added to paragraph A. **Loss Conditions 5. Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

With respect to the insurance provided under **SECTION II - COVERED AUTOS LIABILITY COVERAGE** only, 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" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" if such ownership, maintenance or use of a covered "auto" is related to work or ongoing operations performed by you or on your behalf. This provision is also subject to the following:

The work or ongoing operations performed by you or on your behalf have not yet been completed or abandoned and are being performed away from premises you own or rent;

- A. You are required under a written contract to waive your rights to recover from that person or organization; and
- B. The written contract was executed and in effect before any "accident", injury, loss or demand that would give rise to a claim under this Business Auto Policy.

Under paragraph A. above, your work will be deemed completed at the earliest of when all the work called for in your contract has been completed, when all of the work to be done at a job site has been completed if your contract calls for work at more than one job site, or when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following provision is added to paragraph A. **Loss Conditions** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

6. Unintentional Failure To Disclose Hazards

We will not deny coverage under this policy because of an unintentional failure to disclose all exposures or hazards existing on the effective date of the Business Auto Policy or because of an unintentional error or omission in any of the information provided by you and relied upon by us in the issuance of this policy. However:

- a. You must report the undisclosed exposure or hazard, or unintentional error or omission, to us as soon as practicable after its discovery;
- b. This provision does not affect our right to collect any additional premium associated with such unintentional failure or our right to cancel or non-renew this policy.

XV. WORLDWIDE HIRED AUTO COVERAGE

Subparagraph b.(5) under paragraph B. **General Conditions 7. Policy Period, Coverage Territory** as found in **SECTION IV - BUSINESS AUTO CONDITIONS** is deleted and replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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. 0002026533 of Texas Mutual Insurance Company effective on 1/1/25

Issued to: CONCORD COMMERCIAL SERVICES INC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

12/2/24

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 26-001 are not physically inserted here, then they are fully incorporated into this contract by reference.

EXHIBIT E
CONSTRUCTION SCHEDULE

SUBSTANTIAL COMPLETION IS 90 DAYS FROM NOTICE TO PROCEED.

EXHIBIT F
SCHEDULE OF VALUES

Construction project will consist of Base Bid with Add Alternate 1.

CITY OF COLLEGE STATION
 BID RESPONSE #26-001
 (CORRECTED)

Concord Commercial Services, Inc.
 "VETERANS PARK ENTRYWAY SIGNAGE"

Bid Opening: Thursday, September 25, 2025 @ 2:00 pm CT

				Concord Commercial Services, Inc.		Concord Commercial Services, Inc. (CORRECTED)	
NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Base Bid - Veterans Park Entryway Signage	1	EA	\$133,233.25	\$133,233.25	\$133,233.25	\$ 133,233.25
2	Add Alemate 1 (Construction of Harvey Road Entry Sign Including Removal of Existing Sign)	1	EA	\$42,844.55	\$42,844.55	\$42,844.55	\$ 42,844.55
TOTAL SUM OF BASE BID + ALTERNATE 1				\$180,074.80		\$176,077.80 <i>RP</i>	

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.

CONTRACTOR NAME: Concord Commercial Services
 CONTRACTOR SIGNATURE: *Robert A. B...*
Robert A. B...

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

**BID SUMMARY
BID NO. 26-001**

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the Veterans Park Entryway Signage and to perform the work required for the Project at the location set out by the Plans and Specifications, in strict accordance with the Contract Documents.

Please type or write legibly in blue or black ink. A unit price is required for all bid items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

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

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

Veterans Park Entryway Signage Base Bid: (Construction of University Drive Entry Sign)

The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by The Arkitex Studio, Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

\$ 133,233.25

Add Alternate Bid No. 1: (Construction of Harvey Road Entry Sign, Including Removal of Existing Sign)

\$ 42,844.55

Total Sum of Bid Proposal Including Add Alternate 1:

(Gen. Conditions, overhead and profit are to be attributed with each item)

\$ 180,074.80

\$176,077.80

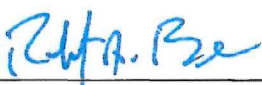


CALENDAR DAYS: Total number of calendar days to substantial completion is 90 days.

RECEIPT OF ADDENDA:

I hereby acknowledge receipt of the following Addenda: #1 Dated 09.17.25

CONTRACTOR NAME: Concord Commercial Services, Inc.

CONTRACTOR SIGNATURE: 



City of College Station
1101 Texas Ave * College Station, TX 77840 * (979) 764-3555
www.cstx.gov

ADDENDUM NO. 1
ITB NO. 26-001

Date: September 17, 2025

To: All Interested Parties

From: Josie Urrutia, Buyer

Re: **Veterans Park Entryway Signage**

The following information related to ITB No. 26-001 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:

Question: Please provide Section 033000 'Cast-in-Place Concrete' for reference in the description of Allowance No. 8, as it is not currently included in the documents.

Response: Refer to drawing S0.1. It has the full concrete specifications.

Question: Will/can the City provide locates for the irrigation system?

Response: The City says that irrigation does not exist in the area of the two signs only potable water.

Question: Please confirm whether chain link fencing is required for tree protection, or if temporary poles with orange safety fencing will be acceptable.

Response: Provide tree protection fencing as called for in the project documents; chain link with all associated requirements.

Question: Sheet 2/E1.01 indicates conduit running through the drip line of existing trees. Please confirm if it is acceptable to adjust the conduit layout to avoid the tree drip lines.

Response: The electrical drawing are schematic in nature. Contractor can reroute to avoid the drip line of the tree. Confirm layout on site prior to excavation.

Question: Sheet L1.1, Tree Protection Note #13 states that the GC must provide a licensed arborist or the City of College Station Parks Department. Please clarify whether the GC is required to provide the arborist, or if this service will be provided by the Parks Department.

Response: Contractor is to hire a certified Arborist.

Question: Please provide the specification section for Masonry and associated materials, as it is not currently included in the project documents.

Response: Masonry specified on the landscape drawings.

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.



09/25/2025

Authorized Signature

Date

Concord Commercial Services, Inc.

Company Name

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

Name of Company: Concord Commercial Services, Inc.

Company Years in Business: 39

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

Project	Municipality	\$ Amount	Type	Date
Town Hall - remodeling of offices	Town of Sunnyvale	\$41,640		05/22 to 07/22
Mods to Technology Bldg.	City of Plano	\$124,886		01/25 to 03/25
Fire Station #4 -Reno new rr, kitchen, & dormitories	City of Plano	\$602,273.19		09/24 to 03/25
New room finishes in approx half the building	City of Oak Leaf	\$107,879		10/24 to 12/24

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
Craig Bolin	7	Plano ISD Barksdale Masonry Fence Replacement
		Waxahachie ISD - Renovation of Multiple Schools
		City of McKinney Winniford Park bb court resurfacing
		Multiple hotel renovations - cabinetry & countertop projects

Project Manager	Years Experience	Projects
Robert Boe	30	Waxahachie ISD - Renovation of Multiple Schools Summer 2025
		UPS HVAC Replacement
		City of McKinney Winniford Park bb court resurfacing
		Plano ISD Barksdale Masonry Fence Replacement

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

1. Plano ISD Barksdale Masonry
Fence Replacement

Bill Couzynse - 469-752-0184

2. Please see attached sheet for additional references

3.

4.

5.

COMPANY PROJECT HISTORY

Company Name: Concord Commercial Services, Inc

Address: 11400 Long Street, Balch Springs, TX 75180

Telephone/Fax: 972-557-8789 972-557-7209 (f)

Years in business: 30

Contact/Title: Robert Boe, Project Manager

Signature: _____

Project History

Project Name: Plano Technology Building - Modifications

Description: Renovation of interior office

Company's Responsibilities: Relocate electrical for new power poll locations, build and paint new walls in multiple offices, relocate/demo acoustic ceiling as needed

Completion Date: 04/01/2025

Project Owner/Phone: Carma Heidecker, 972-941-7655

Contract Amount: \$124,886

Superintendent: Efrain Sanchez

Project Name: City of McKinney Winniford Park Upgrades

Description: Replace perimeter fencing & paint gazebo

Company's Responsibilities: Demo existing fencing and install new fencing, paint gazebo

Completion Date: 05/01/2025

Project Owner/Phone: Jill Yount 972-547-7490

Contract Amount: \$66,389

Superintendent: Efrain Sanchez

Project Name: Duncanville ISD Fencing Replacement - Various Schools

Description: Upgraded security fencing at various schools

Company's Responsibilities: Responsible for the demo of existing and installation of new security at 7 schools, including adding secured gates as needed

Completion Date: 10/01/2024

Project Owner/Phone: Joe Peterka 972-708-226

Contract Amount: \$779,625

Superintendent: John Dawn

Project Name: Collin College Frisco Campus Replacement of Wood Trellis

Description: Demo existing trellis and install new one

Company's Responsibilities: Responsible for the demoing of existing wood trellis and installing a new one, stained new wood

Completion Date: 01/16/2025

Project Owner/Phone: Jerry Casey 469-765-2341

Contract Amount: \$88,802

Superintendent: Efrain Sanchez

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement without modifications.

Signed By:  Title: Project Manager

Typed Name: Robert Boe Company Name: Concord Commercial Services, Inc.

Phone No.: 972-557-8789 Fax No.: 972-557-7209

Email: rboe@ccsinctx.com

Bid Address: 11400 Long Street Balch Springs TX 75180
P.O. Box or Street City State Zip

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

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

Federal Tax ID No.: 75-2634156

DUNS No.: 013330571

Date: 09/25/2025

END OF BID #26-001

Markel Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

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:

Markel 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.

**Bid Bond
SURETY DEPARTMENT**

**Conforms with the American Institute of
Architects, A.I.A Documents No. A-310**

KNOW ALL MEN BY THESE PRESENTS,

That we, Concord Commercial Services, Inc. as Principal hereinafter called the Principal, and Markel Insurance Company a corporation created and existing under the laws of the State of Illinois whose principal office is in Glen Allen, VA as Surety, hereinafter called the Surety, are held and firmly bound unto City of College Station as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of the Greatest Amount Bid Dollars (5% GAB) 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 Veterans Park Entryway Signage

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 25th day of September, 2025

Concord Commercial Services, Inc.

(Principal)

By [Signature] (SEAL)

Markel Insurance Company

(Surety)

By [Signature] (SEAL)
Jarrett Willson, Attorney-in-fact



JOINT LIMITED POWER OF ATTORNEY

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

Tony Fierro, Jay Jordan, Johnny Moss, Steven W. Searcey, Robert J. Shuya, Jeremy Barnett, Robert G. Kanuth, Jade Porter, Jennifer Cisneros, Jarrett Willson, Jack Nottingham, Brady Wilson, Brennan Williamson, Jarod Jagers, Caleb Hale, Ryan Cox

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:

Twenty Million and 00/100 Dollars (\$20,000,000.00)

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

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

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 11th day of September, 2024.

SureTec Insurance Company

By: _____

Michael C. Keimig, President



Markel Insurance Company

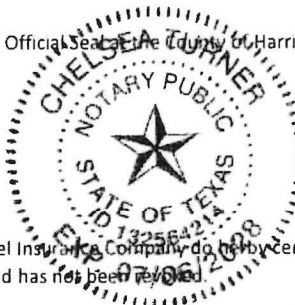
By: _____

Undey Jennings, Vice President

State of Texas
County of Harris:

On this 11th day of September, 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 of 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

CITY OF COLLEGE STATION
 BID TABULATION #26-001
 "VETERANS PARK ENTRYWAY SIGNAGE"

Bid Opening: Thursday, September 25, 2025 @ 2:00 pm CT

				Quality Works Construction Inc		BH Harris Construction LLC		Concord Commercial Services, Inc.		Marek Brothers Construction, Inc.	
NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Base Bid - Veterans Park Entryway Signage	1	EA	\$110,000.00	\$110,000.00	\$129,943.00	\$129,943.00	\$133,233.25	\$133,233.25	\$135,000.00	\$135,000.00
2	Add Aternate 1 (Construction of Harvey Road Entry Sign Including Removal of Existing Sign)	1	EA	\$110,000.00	\$110,000.00	\$82,057.00	\$82,057.00	\$42,844.55	\$42,844.55	\$108,000.00	\$108,000.00
TOTAL SUM OF BASE BID + ALTERNATE 1				\$220,000.00		\$212,000.00		\$176,077.80		\$243,000.00	
Bid Response Total Qty: 3 electronic, 1 manual											
*If there are discrepancies between unit prices and total, the unit price will prevail.											
Certification Page				Y		Y		Y		Y	
Five (5) percent bid security				Y		Y		Y		Y	
Contractor's Proposal Bid Form				Y		Y		Y		Y	
General/Sub - Contractor's Experience and Data Information Submitted				Y		Y		Y		Y	
Reference Sheet Received				Y		Y		Y		Y	



VETERANS PARK ENTRY SIGNAGE 3101 Harvey Road



November 13, 2025
Item No. 6.6.
Krenek Tap Rehab Construction

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with Larry Young Paving, Inc. in the amount of \$7,723,287 for the Krenek Tap Road Project, plus the City's contingency in the amount of \$772,329 for a total appropriation of \$8,495,616. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Relationship to Strategic Goals:

Core Services and Infrastructure

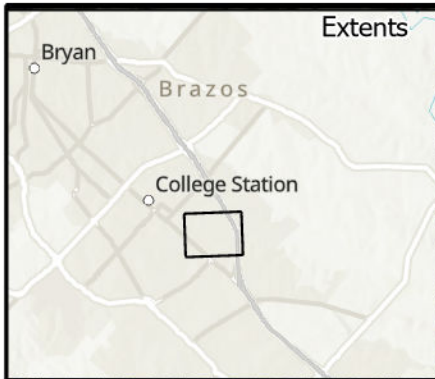
Recommendation(s): Staff recommends approval.

Summary: This project will rehabilitate Krenek Tap Road from Texas Ave to the southbound feeder road of State Highway 6. The project will remove and replace existing concrete pavement, improve the subgrade, and replace the existing sidewalk with a shared use path on both sides of the road. The project will also replace existing drainage infrastructure and portions of the sanitary sewer system.

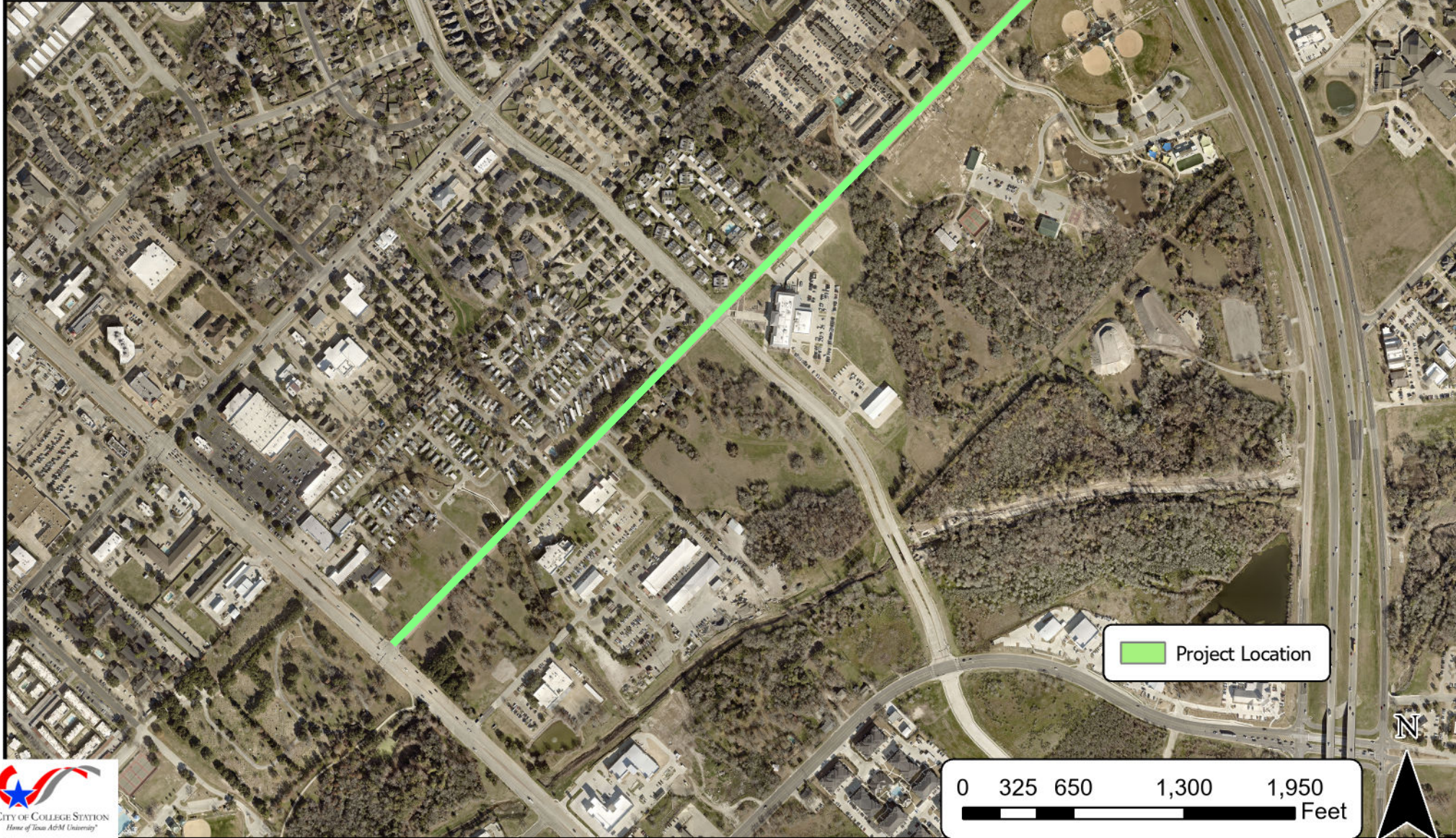
Budget & Financial Summary: A combined budget of \$10,999,785 is available in the Streets and Wastewater Capital Improvement Projects Funds. A combined total of \$667,902 been expended or encumbered to date, leaving a combined balance of \$10,331,883 for this construction contract and any future expenses.

Attachments:

1. Krenek Tap Rehab Project Location Map
2. Krenek Tap Rehab List of Responses
3. Krenek Tap Construction Vendor Signed Contract



Krenek Tap Rehab





RFP 25-094
“Krenek Tap Road Rehabilitation ”

Thursday, August 28, 2025

The following is a list of firms submitting proposals in response to the above-mentioned project:

Brazos Paving Inc.	Base Proposal \$7,965,051.10
Larry Young Paving	Base Proposal \$7,626,048.00

This RFP (Request for Proposal) is now in the evaluation phase. Proposals prepared in compliance with the RFP specifications and requirements will be evaluated and ranked in accordance with the weighted criteria set forth in the RFP. The City *may* request additional information, interviews or oral presentations from one or more firms as part of the evaluation process.

This RFP is still considered to be in the No-Contact Period; therefore, we cannot disclose any further information until a contract has been formally awarded by the City. Once an award has been made, please feel free to submit an [Online Request for Public Records](#) to the City Secretary.

Remaining Schedule of Events:

- Proposal evaluations/contract negotiations: September 2025
- Earliest award by City: October 2025

Thank you,

City of College Station
Purchasing Division



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300085 PROJECT#: ST2101 BID#: 25-094 RFP#: _____

Project Name / Contract Description: Krenek Tap Rehabilitation
Construction Phase Services for the rehab of Krenek Tap

Name of Contractor: Larry Young Paving

CONTRACT TOTAL VALUE: \$ 7,723,287.00 **Grant Funded** ☐ Yes ☒ No
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A **Davis Bacon Wages Used** ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A **Buy America Required** ☐ Yes ☐ No ☒ N/A
Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

A combined budget of \$10,999,785 is available in the Streets and Wastewater Capital Improvement Projects Fund. A combined total of \$667,902 been expended or encumbered to date, leaving a combined balance of \$10,331,883 for this construction contract and any future expenses.

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 11.13.25 **Agenda Item No*:** _____

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

Insurance Certificates: DDV **Performance Bond:** BW **Payment Bond:** BW **Form 1295:** BW

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain 10/30/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

LEGAL DEPARTMENT DATE

ASST CITY MGR – CFO DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

CITY SECRETARY (if applicable) DATE

Original(s) sent to CSO on Scanned into Laserfiche on Original(s) sent to Fiscal on

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

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and LARRY YOUNG PAVING, INC. (the "Contractor") for the construction and/or installation of the following:
as described in RFP (CSP) 25-094 Krenek Tap Road Rehabilitation, Base bid and Alternates.

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: Seven Hundred Seventy-Two Thousand Three Hundred Twenty-Nine and NO /100 Dollars (\$ 772,329.00).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Seven million Seven hundred Twenty-Three thousand Two hundred eighty-seven and NO /100 Dollars (\$ 7,723,287.00).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTRACT DOCUMENTS

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

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

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

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

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

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

3. AWARD OF CONTRACT

3.01 Upon the notice of intent to award of the contract by the City, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02 Time is of the essence of this Agreement. Accordingly, the Contractor shall be prepared to perform the Work in the most expedient and efficient possible manner in order to complete the Work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the City's written notice to proceed. **The notice to proceed may not be given, nor may any Work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Sections 27 and 28 (Insurance & Bonds).**

4. CITY'S REPRESENTATIVE

4.01 The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02 The City's Representative may periodically review and inspect the Work of the Contractor.

4.03 The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the Work performed under this Agreement and ensure that said Work is performed in accordance with the Plans and Specifications.

4.04 The City's Representative shall interpret questions concerning the Contract Documents. The City's inspector has authority to reject any of the Work for failure to comply with the Contract Documents and/or applicable laws.

4.05 Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

5.01 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the Work. The Contractor shall have ultimate control over the execution of the Work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

5.02 Standard of Care. The Work shall be performed in a good and workmanlike manner, and in accordance with this Agreement, and all applicable laws, codes, and regulations. The construction of the Project is subject to amendments and adjustments to the Contract required by any applicable changes in regulations or requested or approved by in writing by the City. If at any time during the progress of the Work the Contractor becomes aware of any errors or omissions in the Plans or Specifications for this Project or that the Agreement deviates from applicable legal requirements, Contractor shall promptly provide written notice thereof to the City. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

5.03 The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the Work and fulfillment of this Agreement. The Contractor shall be responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project site during the progress of the Work, including at all times subcontractors are present at the Project site, a competent English speaking Project Manager and/or superintendent and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager and/or superintendent shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.04 Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the Work by the Contractor. Any additional work, material, or equipment needed to meet the intent of this provision shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

5.05 Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the Project are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the Project and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01 It is understood and agreed that the Contractor has, by careful examination, studied and compared the Plans and other Contract Documents, satisfied itself as to the nature and location of the Work, the conditions of

the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the Work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any Work that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02 Any design errors or omissions noted by the Contractor shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03 If the Contractor fails to perform the obligations of Sections 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01 Prior to the commencement of the Work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

(a) Schedule for performance of the Work ("Construction Schedule"). Project Schedule contemplated, including the starting and ending date, as well as an indication of the completion of stages of Work hereunder. Such document, once approved by the City and, if applicable, the City's Consultant shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit E**. If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance. The Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Contractor shall submit an updated Construction Schedule that reflects changes authorized by approved change orders. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be submitted with each pay application, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

(b) The names and addresses of all proposed subcontractors in writing.

- (c) Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.
- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof, including PDF/electronic versions and CAD files.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02 The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01 The Construction Schedule shall be in a detailed precedence-style critical path method ("CPM") or primavera-type format satisfactory to the City and the Consultant. The Construction Schedule shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance.

10.02 Further, the parties shall be subject to the following:

- (a) The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.
- (b) City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.
- (c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.
- (d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.
- (e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03 The process of approving the Construction Schedule and updates to the Construction Schedule shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Construction Schedule. Approval of the Construction Schedule does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the City of any delays or potential delays. In the event the Construction Schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any adjustment to the Construction Schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04 The Contractor shall also prepare a submittal schedule promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Consultant's approval. The Consultant's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (i) be coordinated with the Contractor's Construction Schedule; and (ii) allow the Consultant reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

10.05 In the event the City determines that the performance of the Work, as of a Milestone Date or otherwise, has not progressed or reached the level of completion required by the Contract Documents, the City shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

(a) The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the City under or pursuant to this Subsection.

(b) The City may exercise the rights furnished the City under or pursuant to this Subsection as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

10.06 Work Stoppage. If in the judgment of either the City or City's Representative any of the Work or materials furnished is not in strict accordance with this Agreement or any portion of the Work is being performed

so as to create a hazardous condition, they may, in their sole discretion, order the Work of the Contractor or any subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01 Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02 The Contractor shall be responsible for all power, light, and water required to perform the Work.

11.03 Throughout the progress of the Work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the Work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04 Layout of Work. Except as specifically provided herein, the Contractor shall lay out all Work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all Work in accordance with the Plans and Specifications.

11.05 Lines and Grades. All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the Work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06 The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the City and the Consultant any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor acknowledges the City does not represent nor warrant the accuracy or completeness of information provided by the City related to existing conditions and locations of existing utilities and services. Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to

access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

11.07 Contractor's Structures. The building or locating of structures or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.08 The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.09 City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. In the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.10 When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01 Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02 All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03 Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04 Materials and supplies shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

12.06 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

12.07 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

12.08 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

12.09 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

12.10 The Contractor shall review for compliance with the Contract Documents, approve and submit to the City's Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the City's Consultant or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors.

12.11 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the City and City's Consultant that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

12.12 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the City's Consultant.

12.13 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the City's Consultant in writing of such deviation at the time of submittal and (1) the City's Consultant has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the City's Consultant's approval thereof.

12.14 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City's Consultant on previous submittals. In the absence of such written notice, the City's Consultant's approval of a resubmission shall not apply to such revisions.

12.15 Contractor shall be liable for and the City may withhold from Contractor's payments any amount of additional fees charged by City's Consultant for excessive resubmittal review.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01 The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02 The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the Work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the Work will be ready for observation.

13.03 The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the Plans, Specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if said work is in accordance with the -Plans, -Specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04 City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01 All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the Work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02 If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

14.03 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the City's Consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01 The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02 Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the Work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. Contractor's subcontract agreement shall provide that subcontractors shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the Contractor, by these Documents, assumes toward the City and Consultant. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01 The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Agreement. The Contractor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02 Progress Payment Applications. The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require ("Schedule of Values"). The Schedule of Values shall not overvalue early job activities and shall follow the trade divisions of the Specifications so far as possible. Modifications must be approved by City. This schedule, unless objected to by the City, shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit F**. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or modification, an updated Project Schedule and a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the *preceding* month. The statement shall also include the value of all materials

not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

16.03 Progress Payments. On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Section 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of Work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the Work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

☒ **16.04 Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

OR:

☐ **16.04 Retainage.** This section has been removed. No retainage will be deducted.

16.05 If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06 Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07 The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the Work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09 Unless otherwise provided in the Contract Documents:

- (a) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and
- (c) Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 16.9(a) and (2) changes in the Contractor's costs under Section 16.9(b).

16.10 Suspension of Payments. The City, at any time, may suspend monthly progress payments on the Work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the Work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the Work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

16.11 Withhold Funds. Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Section 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.
- (b) Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.
- (c) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (d) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (f) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (g) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (h) City's determination of an amount of liquidated damages.
- (i) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (j) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.
- (k) Corrections of mistakes, errors and overpayments in relation to prior pay applications and payments.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

16.12 Virtual Payment Method. For increased payment and financial information security, the Contractor must use the City's approved virtual payment card system or digital payment system for all payments, storing, and modifications of financial information used for City payments to the Contractor. Any related reasonable fees paid by the Contractor for use of the virtual payment card system or digital payment system may be passed through to the City.

17. EXTRA WORK CHARGES

17.01 No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02 City Manager Approval. When the original contract amount plus all change orders is **One Hundred Thousand Dollars (\$100,000)** or less, the City Manager or his designee may approve the written change order in accordance with 17.03 below, provided the change order does not increase the total amount set forth in the Contract to more than **One Hundred Thousand Dollars (\$100,000)**. For such contracts, when a change order results in a total contract amount that exceeds **One Hundred Thousand Dollars (\$100,000)**, the City Council of the City must approve such change order prior to commencement of the services or work.

☒ **17.03** For "Extra Work", as defined in this Agreement and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original Contract price may not be increased by more than **twenty-five percent (25%)**. Written change orders that do not exceed **twenty-five percent (25%)** of the original Contract Amount may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

OR:

☐ **17.03** For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in this Agreement and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of \$1 million or more may not be increased by more than **twenty-five percent (25%)**. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than \$1 million increases the Contract Amount to \$1 million or more, subsequent change orders may not increase the revised Contract Amount by more than **twenty-five percent (25%)**. Written change orders may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be

included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

17.04 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the Work shall not excuse the Contractor from performing all the Work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the Work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the Work and the Contractor shall assume and pay the costs of the performance of the Work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the Work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost (as defined in subsection (g) below) of the Work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, workers' compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

- (1) No indirect or consequential damages will be allowed.
- (2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01 The date of beginning, the time for Substantial Completion and Final Completion of Work as specified in this Agreement are of the essence of this Agreement.

18.02 The Work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03 The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid calendar days for the time within which it shall reach Substantial Completion of the Project.

18.04 The Work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01 The Contractor shall notify City's Representative when, in the Contractor's opinion, the Contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the Work has been Substantially Completed, City's Representative shall inspect the Work for the preparation of a final punch list.

(a) If City's Representative and the City find that the Work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the Work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the Work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02 The Substantial Completion of the Work shall not excuse the Contractor from performing all of the Work, whether of a minor or major nature, necessary for Final Completion and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01 Contractor shall notify the City's Representative when it believes that the Work has reached Final Completion as defined in this Agreement. If the City's Representative and the City accept and deems such Work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02 The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03 Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any such defects and pay for any damage to other work which may appear after final acceptance of the Work.

21. DELAYS

21.01 The Contractor, in undertaking to complete the Work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such Work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02 The City may, in its sole discretion, delay the Work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Section 22 to offset for such stoppage of the Work.

21.03 No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (i) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an

increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in Section 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

21.04 In the event of delays resulting from changes ordered in the Work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the Work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

22.01 The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the Work has been delayed by one or more of the following:

- (a) An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (b) By changes ordered in the Work, or reductions thereto approved in writing;
- (c) By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); or
- (d) By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

22.02 If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01 The time for the Substantial and Final Completion of the Work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages

that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of Five Hundred and NO /100 DOLLARS (\$ 500.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01 The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02 The Contractor shall take the necessary precautions to protect any areas adjacent to its Work.

24.03 The Work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of 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

LARRY YOUNG PAVING, INC.

CITY OF COLLEGE STATION

By: Herbert L. Young Jr.

By: _____

Printed Name: Herbert L. Young Jr.

City Manager

Date: _____

Title: President

Date: 10/27/2025

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

State: Texas

Construction Type: 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.

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 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 09/19/2025

SATX2025-004 11/15/2023

	Rates	Fringes
Agricultural Tractor Operator....	\$ 19.14	0.00
Asphalt Distributor Operator.....	\$ 24.07	0.00
Asphalt Paving Machine Operator.....	\$ 22.12	0.00
Asphalt Raker.....	\$ 19.40	0.00
Boom Truck Operator.....	\$ 27.82	0.00
Broom or Sweeper Operator.....	\$ 18.09	0.00
Concrete Finisher, Paving and Structures.....	\$ 20.61	0.00
Concrete Pavement Finishing Machine Operator.....	\$ 22.81	0.00
Concrete Saw Operator.....	\$ 25.97	0.00
Crane Operator, Hydraulic 80 tons or less.....	\$ 29.24	0.00
Crane Operator, Lattice Boom 80 Tons or Less.....	\$ 26.47	0.00
Crane Operator, Lattice Boom Over 80 Tons.....	\$ 28.87	0.00

Crawler Tractor Operator.....	\$ 20.92	0.00
Directional Drilling Locator.....	\$ 21.39	0.00
Directional Drilling Operator....	\$ 25.19	0.00
Electrician.....	\$ 30.54	0.00
Excavator Operator, 50,000 pounds or less.....	\$ 22.93	0.00
Excavator Operator, Over 50,000 pounds.....	\$ 22.90	0.00
Flagger.....	\$ 15.52 **	0.00
Form Builder/Setter, Structures.....	\$ 20.63	0.00
Form Setter, Paving & Curb.....	\$ 19.18	0.00
Foundation Drill Operator, Truck Mounted.....	\$ 24.28	0.00
Front End Loader Operator, 3 CY or Less.....	\$ 20.33	0.00
Front End Loader Operator, Over 3 CY.....	\$ 20.20	0.00
Laborer, Common.....	\$ 17.52 **	0.00
Laborer, Utility.....	\$ 19.05	0.00
Loader/Backhoe Operator.....	\$ 20.32	0.00
Mechanic.....	\$ 26.15	0.00
Milling Machine Operator.....	\$ 21.73	0.00
Motor Grader Operator, Fine Grade.....	\$ 26.56	0.00
Motor Grader Operator, Rough....	\$ 22.95	0.00
Off Road Hauler.....	\$ 17.52 **	0.00
Painter, Structures.....	\$ 23.76	0.00
Pavement Marking Machine Operator.....	\$ 22.00	0.00
Pipelayer.....	\$ 19.23	0.00
Reclaimer/Pulverizer Operator....	\$ 19.05	0.00
Reinforcing Steel Worker.....	\$ 22.46	0.00
Roller Operator, Asphalt.....	\$ 20.24	0.00
Roller Operator, Other.....	\$ 17.52 **	0.00
Scraper Operator.....	\$ 17.52 **	0.00
Servicer.....	\$ 23.75	0.00
Sign Erector.....	\$ 17.52 **	0.00
Spreader Box Operator.....	\$ 19.31	0.00
Traffic Signal/Light Pole Worker.....	\$ 21.99	0.00
Truck Driver Lowboy Float.....	\$ 25.96	0.00
Truck Driver, Single Axle.....	\$ 19.70	0.00
Truck Driver, Single or Tandem Axle Dump Truck.....	\$ 20.91	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer.....	\$ 21.71	0.00
Welder.....	\$ 23.38	0.00
Work Zone Barricade Servicer....	\$ 17.75	0.00

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

Bond No. 4484635

THE COUNTY OF BRAZOS

THAT WE, Larry Young Paving, Inc., as Principal, hereinafter called
 “Contractor” and the other subscriber hereto Markel 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 Seven million Seven hundred Twenty-Three thousand Two hundred Eighty-Seven
 and NO /100 Dollars (\$ 7,723,287.00) 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.

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for RFP (CSP) 25-094 Krenek Tap Road Rehabilitation

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. 4484635

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation)

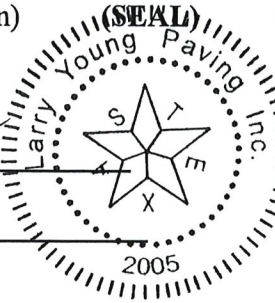
WITNESS: (if not a corporation)

By: [Signature]

Name: Tracy Lang

Title: Project Administrator

Date: November 13, 2025



LARRY YOUNG PAVING, INC

By: [Signature]

Name: Herbert L. Young, Jr.

Title: President

Date: November 13, 2025

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: [Signature]

Name: Kristi Zientek

Title: Witness

Date: November 13, 2025

Markel Insurance Company

(Full Name of Surety)

9500 Arboretum Blvd., Suite 400

Austin, TX 78759

(Address of Surety for Notice)

By: [Signature]

Name: Alexandria Petroski

Title: Attorney-In-Fact

Date: November 13, 2025

FOR THE CITY:

REVIEWED:

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:**

City Attorney

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

Contract No. 26300085
Construction Agreement Over \$50,000
Form 04-20-2023

TEXAS STATUTORY PAYMENT BOND

Bond No. 4484635

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Larry Young Paving, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto Markel 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 Seven million Seven hundred Twenty-Three thousand Two hundred Eighty-Seven and no /100 Dollars (\$ 7,723,287.00) 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 13 day of November, 2025, for RFP (CSP) 25-094 Krenek Tap Road Rehabilitation, 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. 4484635

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation)

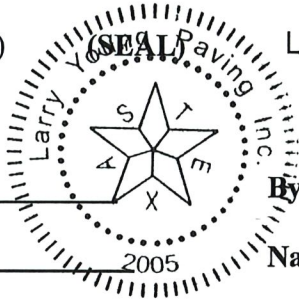
WITNESS: (if not a corporation)

By: [Signature]

Name: Tracy Lang

Title: Project Administrator

Date: November 13, 2025



LARRY YOUNG PAVING, INC

By: [Signature]

Name: Herbert L. Young, Jr.

Title: President

Date: November 13, 2025

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: [Signature]

Name: Kristi Zientek

Title: Witness

Date: November 13, 2025

Markel Insurance Company

(Full Name of Surety)

9500 Arboretum Blvd., Suite 400

Austin, TX 78759

(Address of Surety for Notice)

By: [Signature]

Name: Alexandria Petroski

Title: Attorney-In-Fact

Date: November 13, 2025

FOR THE CITY:

REVIEWED:

City Attorney

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:**

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

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:

Connie Grocholski, Alexandria Petroski, Sally White, Harper Langston

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of November, 2024.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

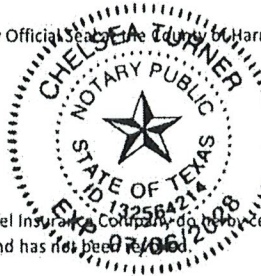
By:

Undey Jennings, Vice President

State of Texas
County of Harris:

On this 24th day of November, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to 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 13th day of November, 2025.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 4221009
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Markel Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

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:

Markel 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



LARRYOU-01

TSOUTH1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rollo Insurance Group, Inc 1500 Earl Rudder Freeway S College Station, TX 77840	CONTACT NAME:	
	PHONE (A/C, No, Ext): (979) 774-2800	FAX (A/C, No): (979) 774-2800
INSURED Larry Young Paving, Inc. Silver Hill Equipment Co., LLC PO Box 11779 College Station, TX 77842	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A : Arch Insurance Company 11150	
	INSURER B : Indian Harbor Insurance Company 36940	
	INSURER C : Endurance American Specialty Insurance Company 41718	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			ZAGLB1859901	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ZACAT9324501	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			UXP1060146-00	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ZAWCI9799901	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability			SXS0069243	7/1/2025	7/1/2026	excess liability \$ 2,000,000
C	Excess Liability			ELD30091239400	7/1/2025	7/1/2026	Excess Liab\$5M X \$5M 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP/CSP 25-094 Krenek Tab Road Rehabilitation Contract # 26300085

The general liability policy includes a blanket automatic additional insured provision that provides additional insured status to the certificate holder, when there is a written contract between the named insured and the certificate holder that requires such status. The general liability policy and workers compensation policy includes a Waiver of Subrogation as required by written contract. Insurance is Primary and Non Contributory. Excess Policies follow form.

CERTIFICATE HOLDER

CANCELLATION

City of College Station P.O. Box 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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.

Plans and Specifications per RFP/CSP 25-094.

EXHIBIT E
CONSTRUCTION SCHEDULE

EXHIBIT F
SCHEDULE OF VALUES

PROPOSAL FORM

Date: August 28, 2025

PROPOSAL FROM: Larry Young Paving, Inc.

PROPOSAL TO: City Of College Station
1101 Texas Ave.
College Station, TX 77842

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the construction of the Krenek Tap Rehabilitation and to perform the work required for the rehabilitation of said Krenek Tap Rehabilitation at the location set out by the Plans and Specifications, in strict accordance with the Contract Documents.

Please type or write legibly in blue or black ink. A unit price is required for all bid items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

In submitting this Proposal, it is understood that this Proposal may not be altered or withdrawn for ninety (90) days, and that the Owner has reserved the right to reject any and all Proposals.

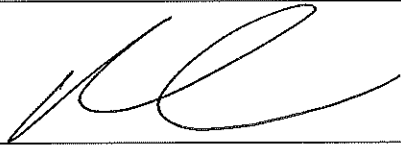
BASE PROPOSAL: Stipulated Total Bid of: (\$ 7,626,048.00)

CALENDAR DAYS: Total number of calendar days to substantial completion is 365 days.

RECEIPT OF ADDENDA

I hereby acknowledge receipt of the following Addenda: 1

CONTRACTOR NAME: Larry Young Paving, Inc.

CONTRACTOR SIGNATURE: 

Krenek Tap Rehabilitation Project
 Bid Form #25-094
 Bid Opening August 28, 2025 at 2:00pm CT

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
GENERAL ITEMS					
1	1	LS	Mobilization, construction staking, bonds and insurance as required in the specifications.	\$600,000.00	\$600,000.00
2	2	EA	Project Sign (4"x8" plywood on Posts: Actual sign to be provided by the City)	\$870.00	\$1,740.00
<i>Subtotal: General Items</i>					<i>\$601,740.00</i>
REMOVALS					
3	23,432	SY	Remove concrete pavement per plans & specifications and dispose offsite, to include of material, labor and equipment to complete the work. Refer to the Geotechnical report for exact removal depth requirements along the project.	\$11.00	\$257,752.00
4	509	SY	Mill (2" -6") asphalt pavement per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$19.00	\$9,671.00
5	9	SY	Remove concrete raised median per plans & specifications and dispose offsite, to include of material, labor and equipment to complete the work.	\$10.00	\$90.00
6	1,425	SY	Remove concrete driveway per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$12.00	\$17,100.00
7	6,331	SY	Remove concrete sidewalk per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$11.00	\$69,641.00
8	131	LF	Remove and haul concrete curb and gutter per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$17.00	\$2,227.00
9	3,509	LF	Remove storm sewer pipe, all sizes and material, per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$30.00	\$105,270.00
10	32	EA	Remove storm sewer Inlet, manhole, and junction box, all sizes, per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$1,400.00	\$44,800.00
11	317	LF	Remove culvert pipes and boxes, all sizes, per plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$110.00	\$34,870.00
12	130	SY	Remove concrete riprap per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$13.00	\$1,690.00
13	185	SY	Remove stone riprap per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$14.00	\$2,590.00
14	5	EA	Remove concrete wingwall per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$2,700.00	\$13,500.00
15	127	LF	Remove or grout fill water service line per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$20.00	\$2,540.00
16	19	LF	Remove sanitary sewer service line per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$20.00	\$380.00
17	24	LF	Cap and remove 4" sanitary sewer pipe and materials, per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$20.00	\$480.00
18	38	LF	Cap and remove 8" sanitary sewer pipe and materials, per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$20.00	\$760.00
19	75	LF	Cap and remove 10" sanitary sewer pipe and materials, per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$21.00	\$1,575.00
20	105	LF	Cap and remove 18" sanitary sewer pipe and materials, per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$40.00	\$4,200.00
21	7	EA	Remove sanitary manhole per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$2,700.00	\$18,900.00

Krenek Tap Rehabilitation Project
 Bid Form #25-094
 Bid Opening August 28, 2025 at 2:00pm CT

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
22	103	LF	Remove handrail per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$18.00	\$1,854.00
23	4	EA	Remove luminaire assembly and foundation (capture existing conduit and conductors) per plans & specifications and return to City of College Station, to include all material, labor and equipment to complete the work. Contractor to coordinate with City of College Station Utilities (CSU) on removal.	\$3,800.00	\$15,200.00
24	3	EA	Remove ground box per plans & specifications and dispose of offsite, to include all material, labor and equipment to complete the work. Contractor to coordinate with City of College Station traffic group on removal.	\$1,500.00	\$4,500.00
25	2	EA	Remove bollard per plans & specifications and dispose of offsite, to include all material, labor and equipment to complete the work.	\$190.00	\$380.00
26	6	EA	Remove mailbox, post and any concrete foundations per plans & specifications and dispose of offsite, to include all material, labor and equipment to complete the work.	\$58.00	\$348.00
27	41	EA	Remove sign and return to the City of College Station or sign owner per plans & specifications and dispose of offsite, to include all material, labor and equipment to complete the work.	\$270.00	\$11,070.00
28	16	EA	Remove and haul off trees per plans & specifications and dispose offsite, to include clearing and grubbing in vicinity of removals, all material, labor and equipment to complete the work.	\$830.00	\$13,280.00
29	1	EA	Remove pedestrian pole and foundation per plans & specifications and return to City of College Station, to include but not limited to ped pole, associated ground boxes, capping existing wiring, and all materials, labor and equipment to complete the work in place.	\$5,300.00	\$5,300.00
30	2	EA	Remove fire hydrant assembly per plans & specifications and return to the City of College Station, to include all materials, labor and equipment to complete the work, complete and in place.	\$1,600.00	\$3,200.00
<i>Subtotal: Removals</i>					<i>\$643,168.00</i>
ROADWAY & EARTHWORK					
31	3,308	CY	Excavation of material in right-of-way to meet design grades of roadway and temporary paving per plans & specifications, to include hauling, stockpiling, and disposing of excess, to include all material, labor and equipment to complete the work.	\$35.00	\$115,780.00
32	292	CY	Haul in and place select fill material for roadway and temporary paving per plans & specifications, condition and compact to design standards, to include all material, labor and equipment to complete the work.	\$45.00	\$13,140.00
33	15,122	SY	Install 8" jointed reinforced concrete pavement (JRCP) with monolithic curb, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place. (To include Texas Ave & Dartmouth St intersections)	\$91.00	\$1,376,102.00
34	17,495	SY	Install 6" chemically stabilized treated and compacted subgrade (8% Lime) per plans & specifications, to include proof-rolling, sprinkling, and rolling, all material, labor and equipment to complete the work, complete and in place. (Does not include cost of lime.)(To include Texas Ave & Dartmouth St intersections)	\$9.50	\$166,202.50
35	349	SY	Install 4" HMA surface course, Type D, per plans & specifications, to include all material, labor and equipment to complete the work, complete and in place.	\$93.00	\$32,457.00
36	422	SY	Install 6" HMA base course, Type B, per plans & specifications, to include all material, labor and equipment to complete the work, complete and in place.	\$82.00	\$34,604.00
37	350	TON	Lime for stabilization of subgrade.	\$410.00	\$143,500.00

Krenek Tap Rehabilitation Project
 Bid Form #25-094
 Bid Opening August 28, 2025 at 2:00pm CT

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
38	156	LF	Install sidewalk full depth monolithic curb, per plans & specifications, to include all material, labor and equipment to complete the work, complete and in place.	\$3.00	\$468.00
39	2,069	SY	Install 6" raised colored (Butterfield, Integral - Base: U34 Brick Red, Release: R13 Deep Charcoal) and stamped (New Brick Running Bond) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.	\$120.00	\$248,280.00
40	80	LF	Install combined curb & gutter (ST1-01) per plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$85.00	\$6,800.00
41	696	SY	Install 6" high early strength concrete intersection (ST4-05) per plans & specifications, to include 6" lime (8%) treated and compacted subgrade, all materials, labor and equipment to complete the work, complete and in place.	\$140.00	\$97,440.00
42	1,830	SY	Install 6" high early strength concrete driveway per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$100.00	\$183,000.00
43	3	SY	Install concrete median nose at Dartmouth St, and match existing median as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in place.	\$130.00	\$390.00
44	9,807	SY	Install 6" concrete shared use path per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$72.00	\$706,104.00
45	5	EA	Install special ADA concrete ramp and detectable warning per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$2,400.00	\$12,000.00
46	2	EA	Install 6' ADA concrete ramp and detectable warning per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$1,600.00	\$3,200.00
47	2	EA	Install 8' ADA concrete ramp and detectable warning per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$1,800.00	\$3,600.00
48	33	EA	Install 10' ADA concrete ramp and detectable warning per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$2,200.00	\$72,600.00
49	2	EA	Install single post (LPHDHB) bollard per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$2,500.00	\$5,000.00
50	26	LF	Install mountable type I curb (monolithic) (4") - (TXODT CCG-21), per plans & specifications, to include all material, labor and equipment to complete the work, complete and in place.	\$3.00	\$78.00
51	2	EA	Furnish and Install fire hydrant assembly per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$7,500.00	\$15,000.00
52	2	EA	As needed, furnish and Install 1" type K copper long service tap per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$3,500.00	\$7,000.00
53	149	LF	Install pedestrian handrail (SW1-01), black powder coated, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$380.00	\$56,620.00
54	6	EA	Install mailbox MB-(S) AASM TY (TWG) (TY 4) - (TXDOT MB-21) per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$490.00	\$2,940.00
Subtotal: Roadway and Earthwork					\$3,302,305.50

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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
DRAINAGE					
55	2	EA	Furnish and Install 5' curb inlet structure, all depths, including ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in place.	\$6,500.00	\$13,000.00
56	16	EA	Furnish and Install 5' recessed curb inlet structure, all depths, including ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in place.	\$6,200.00	\$99,200.00
57	9	EA	Furnish and Install 10' recessed curb inlet structure, all depths, including extensions, ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in place.	\$8,200.00	\$73,800.00
58	4	EA	Furnish and Install 10' recessed full depth curb inlet structure, all depths, including ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in place.	\$9,100.00	\$36,400.00
59	1	EA	Furnish and Install 10' recessed full depth open back curb inlet structure, all depths, including ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in place.	\$13,000.00	\$13,000.00
60	1	EA	Furnish and Install 6' x 6' junction box, all depths, with structural backfill, per plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$10,000.00	\$10,000.00
61	2	EA	Furnish and Install 7' x 7' junction box, all depths, with structural backfill, per plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$13,000.00	\$26,000.00
62	1	EA	Furnish and Install 6' x 11' junction box, all depths, with structural backfill, per plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$16,000.00	\$16,000.00
63	3	EA	Furnish and Install 4' x 1' sidewalk drainage trench with structural backfill, per plans & specifications, to include 12" PVC (EST 22 LF), all materials, grate, labor and equipment to complete the work, complete and in place.	\$5,900.00	\$17,700.00
64	128	SY	Furnish and Install Common Stone RipRap with grout (6"-9") per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$110.00	\$14,080.00
65	173	SY	Furnish and Install 6" concrete riprap/apron per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$140.00	\$24,220.00
66	13	LF	Furnish and Install 12" diameter reinforced concrete pipe to include rubber gasket joints, Class III, with structural backfill, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$130.00	\$1,690.00
67	655	LF	Furnish and Install 18" diameter reinforced concrete pipe to include rubber gasket joints, Class III, with structural backfill, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$120.00	\$78,600.00
68	600	LF	Furnish and Install 24" diameter reinforced concrete pipe to include rubber gasket joints, Class III, with structural backfill, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$140.00	\$84,000.00
69	191	LF	Furnish and Install 30" diameter reinforced concrete pipe to include rubber gasket joints, Class III, with structural backfill, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$180.00	\$34,380.00

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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
70	1,194	LF	Furnish and Install 36" diameter reinforced concrete pipe to include rubber gasket joints, Class III, with structural backfill, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$270.00	\$322,380.00
71	763	LF	Furnish and Install 48" diameter reinforced concrete pipe to include rubber gasket joints, Class III, with structural backfill, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$330.00	\$251,790.00
72	240	LF	Furnish and Install 48" diameter reinforced concrete pipe to include rubber gasket joints, Class IV, with structural backfill, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$420.00	\$100,800.00
73	76	LF	Furnish and Install 6' x 5' reinforced concrete box to include rubber gasket joints, with structural backfill, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$1,200.00	\$91,200.00
74	204	LF	Furnish and Install 8' x 5' reinforced concrete box to include rubber gasket joints, with structural backfill, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$1,400.00	\$285,600.00
75	2	EA	Furnish and Install concrete headwall and parallel wingwall assembly (FW-S) (HW=8 FT) per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$37,000.00	\$74,000.00
76	1	EA	Furnish and Install concrete headwall and parallel wingwall assembly (FW-S) (HW=9 FT) per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$21,000.00	\$21,000.00
77	1	EA	Furnish and Install concrete headwall and parallel wingwall assembly (PW-1) (HW=9 FT) per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$38,000.00	\$38,000.00
78	1	EA	Furnish and Install concrete headwall and parallel wingwall assembly (FW-0) (HW=5 FT) per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$11,000.00	\$11,000.00
79	3,227	LF	Trench Safety	\$3.25	\$10,487.75
<i>Subtotal: Drainage</i>					<i>\$1,748,327.75</i>
SANITARY SEWER					
80	6	LF	Furnish and Install 8" PVC SDR-26 D3034 by open cut, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$160.00	\$960.00
81	172	LF	Furnish and Install 8" HDPE SDR17 by pipe bursting, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$290.00	\$49,880.00
82	75	LF	Furnish and Install 10" PVC SDR-26 D3034 by open cut with structural backfill, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$170.00	\$12,750.00
83	1,367	LF	Furnish and Install 12" HDPE DR17 by pipe bursting, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$200.00	\$273,400.00
84	105	LF	Furnish and Install 18" PCV SDR-26 ASTM F679 by open cut with structural back fill, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$290.00	\$30,450.00
85	375	LF	Furnish and Install 18" HDPE DR17 by pipe bursting, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$300.00	\$112,500.00

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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
86	53	LF	Furnish and Install 16"x3/8" thick steel casing, per plans & specifications, to include to include spacers, neoprene seal, all materials, labor and equipment to complete the work, complete and in place.	\$370.00	\$19,610.00
87	69	LF	Furnish and Install 18"x3/8" thick steel casing, per plans & specifications, to include to include spacers, neoprene seal, all materials, labor and equipment to complete the work, complete and in place.	\$390.00	\$26,910.00
88	6	LF	Furnish and Install 20"x3/8" thick steel casing, per plans & specifications, to include to include spacers, neoprene seal, all materials, labor and equipment to complete the work, complete and in place.	\$410.00	\$2,460.00
89	1	EA	Furnish and Install standard 4' manhole (traffic rated & water tight lid) with structural backfill per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$7,300.00	\$7,300.00
90	3	EA	Furnish and Install eccentric 4' manhole (traffic rated & water tight lid) with structural backfill per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$7,600.00	\$22,800.00
91	2	EA	Furnish and Install eccentric 5' manhole (traffic rated & water tight lid) with structural backfill per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$11,000.00	\$22,000.00
92	1	EA	Furnish and Install 4" sanitary sewer service connection (long) with structural backfill and clean out (as needed) per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$2,200.00	\$2,200.00
93	3	EA	Connect to existing sanitary sewer with coupling (all sizes and material) per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$950.00	\$2,850.00
94	3	EA	Connect to existing manhole per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$220.00	\$660.00
95	1	LS	Furnish and provide all sewer by-pass pumping during the installation of the sewer line system to include temporary fittings, plugs, boots, and wet well pumping. To include all materials, labor and equipment to complete the work, complete and in place.	\$50,000.00	\$50,000.00
96	2,100	LF	TV Sewer Inspection per 33 01 30.13	\$12.00	\$25,200.00
97	346	LF	Trench Safety	\$4.00	\$1,384.00
Subtotal: Sanitary Sewer					\$663,314.00
Erosion Control					
98	1	LS	File notice of intent and storm water pollution prevention plan with TCEQ, maintain and post all project information and keep records and report to Inspector and engineer. Furnish, install, maintain continuously, and remove sediment devices to include temporary seeding, (1058 LF) inlet protection, (8 EA) construction entrance and exit, (144 LF) rock filter dams (TY 4), watering and other sediment control devices per plans & specifications, complete and in place.	\$1,000.00	\$1,000.00
99	3,624	LF	Furnish, Install, and remove temporary sediment control fencing per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$4.00	\$14,496.00
100	6,025	SY	Block sod disturbed areas to include smoothing, 4" topsoil, fertilizer, watering, maintenance and clean-up per plans & specifications, to include all material, labor and equipment to complete the work, complete and in place.	\$17.00	\$102,425.00

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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
101	1	LS	Furnish a licensed arborist and provide tree protection, to include but not limited to: 2905 LF protection fencing, 66 LF root pruning, (77 EA) fertilization, and (55 EA) tree clearance pruning as shown on plans & specifications and as directed by the Arborist, complete and in place.	\$75,000.00	\$75,000.00
Subtotal: Erosion Control					\$192,921.00

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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
Signage, Pavement Markings, Striping and TCP					
102	1	LS	Furnish, install, and Remove all traffic control devices (TCP) to incl: All striping, barricades, temporary signage, cut and restore pavement, temporary curbing, additional level-ups, and all other temporary facilities required for the TCP per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$90,000.00	\$90,000.00
103	596	SY	Install HMAC, Type C or D for temporary level up, as shown on plans & specifications, including all material, labor and equipment to complete the work, complete in place.	\$78.00	\$46,488.00
104	1	LS	Furnish and Install all reflective pavement markings, sealer, arrows, symbols and surface preparation per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$31,000.00	\$31,000.00
105	49	EA	Furnish and Install all sign assemblies with bronze powder coated posts and either wedge anchor or triangular slipbase supports per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$1,100.00	\$53,900.00
106	1	LS	Modify signal phasing and timing at Texas Ave to work with all steps in the traffic control plan, to be performed by a qualified sub-consultant. Develop phasing and timing plan, to be submitted to the City Project Manager and Engineer for approval. This shall include all coordination, materials, labor and equipment to complete the work, complete and in place.	\$1,100.00	\$1,100.00
<i>Subtotal: Signage, Pavement Markings, Striping and TCP</i>					<i>\$222,488.00</i>
Signalization & Illumination					
107	2	EA	Furnish and Install 1-Section LED, 16-inch Pedestrian Countdown Signal Head, w/9" Symbol/Man (Black) per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$1,000.00	\$2,000.00
108	2	EA	Furnish and Install Astro-Brac Cable Mount Assy (AB-0131-1-Way Ped Assy w/84" Cable) per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$650.00	\$1,300.00
109	1	EA	Furnish and Install Pedestrian Push-Button Assembly (Polara Brand Bulldog) w/ Educational "Push Button To Cross Street" Sign 9"x15" R10-3eR per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$640.00	\$640.00
110	1	EA	Furnish and Install Pedestrian Push-Button Assembly (Polara Brand Bulldog) w/ Educational "Push Button To Cross Street" Sign 9"x15" R10-3eL per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$640.00	\$640.00
111	3	EA	Furnish and Install Type D Pull Boxes w/Apron, w/Locking Cover, w/Legend "High Voltage Traffic Signal" per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$2,200.00	\$6,600.00
112	1	EA	Furnish and Install 11-ft long Streetscape Pedestal Pole, Bronze, Powder Finished over Galvanized Steel w/ Flanged Base and Pole Collars per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$2,300.00	\$2,300.00
113	6	LF	Furnish and Install Signal Pole Foundation, 24-Inch Diameter, as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$270.00	\$1,620.00
114	45	LF	Furnish and Install 5/C #12 AWG Stranded Signal Cable per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$2.75	\$123.75
115	70	LF	Furnish and Install Conduit, 2"-Diameter, Schedule 40 PVC per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$11.00	\$770.00

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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
116	4	EA	Furnish and install street light illumination assembly (130W LED) with bronze powder coating as shown on plans & specifications, to include foundation (DSL-CF-A), pole, mast arm, luminaire, conductors as needed, and all materials, labor, and equipment to complete the work, complete in place.	\$11,000.00	\$44,000.00
Subtotal: Signalization & Illumination					\$59,993.75

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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
Fiber Optic					
117	5033	LF	Furnish and Install 4" Diameter Conduit, Schedule 40 PVC, by open cut, with 4-1" innerducts with low friction as shown on plans & specifications, to include polyester fiber pull tape (1800 psi tensile strength) in each innerduct, 10 AWG insulated tracer wire, 6" orange warning tape, route marker signs, all shoring (if needed), native soil compaction, trench safety, and all materials, labor, and equipment to complete the work, complete in place.	\$30.00	\$150,990.00
118	5833	LF	Install fiber optic cable, to be provided by the City, as shown on plans & specifications, to include all materials necessary for installation, labor, and equipment to complete the work, complete in place.	Item removed	
119	8	EA	Furnish and Install 30" x 48" x 30" communications pull box (Type 1) with lid flush to grade as shown on plans & specifications, to include 6" of pea size gravel, 8' ground rod, ground testing to 25 ohm or less, snake pit tracer box, tracer wire connection, and all materials, labor, and equipment to complete the work, complete in-place.	\$5,100.00	\$40,800.00
Subtotal: Fiber Optic					\$191,790.00
Total Base Bid					\$7,626,048.00
ALTERNATE 1 BID ITEMS - WILLIAM KING COLE DR SANITARY SEWER					
A1	-85	LF	SUBTRACT: Furnish and Install 18" PCV SDR-26 ASTM F679 by open cut with structural back fill, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$288.00	-\$24,480.00
A2	-1	EA	SUBTRACT: Connect to existing sanitary sewer with coupling (all sizes and material) per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$1,500.00	-\$1,500.00
A3	-85	LF	SUBTRACT: TV Sewer Inspection per 33 01 30.13	\$6.00	-\$510.00
A4	-85	LF	SUBTRACT: Trench Safety	\$4.00	-\$340.00
A5	386	LF	ADD: Furnish and Install 18" HDPE DR17 by pipe bursting, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$300.00	\$115,800.00
A6	6	LF	ADD: Furnish and Install 8" PVC SDR-26-D3034 by open cut, per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$160.00	\$960.00
A7	1	EA	ADD: Connect to existing manhole per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$2,500.00	\$2,500.00
A8	392	LF	ADD: TV Sewer Inspection per 33 01 30.13	\$12.00	\$4,704.00
A9	20	LF	ADD: Trench Safety	\$5.25	\$105.00
Total - Bid Alternate 1 (Sum A1:A9=)					\$97,239.00
Total Base Bid + Bid Alternate 1					\$7,723,287.00

Addendum #1

November 13, 2025
Item No. 6.7.
Resolution - FY 26 VOCA Grant (Victim Services)

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution authorizing the Chief of Police for the Office of the Governor - VOCA Grant (Victim Services) providing \$64,098 in funds for victim services.

Relationship to Strategic Goals:

Good governance.

Recommendation(s): Staff recommends the resolution is approved and the grant is accepted.

Summary: The purpose of the VOCA grant program is to assist in providing services to victims of violent crimes through crisis funding and full-time personnel (Crime Victim Liaisons). Crime Victim Liaisons are also expected to educate the community and other professionals about victim rights and services to be able to help identify crime victims, and provide or refer them to needed services. The grant will cover the balance of the salary and benefits for one of the Crime Victim Liaisons at CSPD.

Budget & Financial Summary: The grant budget is \$64,098 and requires a 20% cash match. The cash match of \$12,820 is completely covered by the Office of the Attorney General - VCLG Victim Liaison grant which started September 1st. The grant funds will cover partial salary and benefits for Sarah Clamp (Victim Services) and crisis funding for victims.

Attachments:

1. FY 26 VOCA Grant Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE APPLICATION NECESSARY DOCUMENTS TO SUBMIT TO THE OFFICE OF THE GOVERNOR FOR GRANT FUNDS FOR FUNDING OF ONE FULL-TIME VICTIM SERVICES LIAISON ON BEHALF OF THE CITY AND TO ACT ON ITS BEHALF WITH RESPECT TO ANY ISSUES ARISING DURING THE APPLICATION PROCESS.

WHEREAS, the City Council of College Station finds it in the best interest of the citizens of College Station that the College Station Police Department Victim Services be operated for FY 2026; and

WHEREAS, the City of College Station agrees to provide applicable matching funds for the VOCA Grant Program as required by the Office of the Governor application; and

WHEREAS, the City of College Station agrees that in the event of loss or misuse of the Office of the Governor funds, the City of College Station assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of College Station designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City of College Station.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of College Station hereby approves the submission of the VOCA Grant Program grant application to the Office of the Governor.

PART 1: That the City Council hereby authorizes the Chief of Police as the authorized official to execute documents necessary for the submission of the VOCA Grant Program application, with Application Number **4781103**, to the Office of the Governor on behalf of the City of College Station and to act on its behalf with respect to any issues that may arise during processing of said application.

PART 2: That the Chief of Police as the authorized official is given the power to apply for, accept, reject, alter or terminate the VOCA Grant Program grant application on behalf of the City of College Station.

PART 3: That the City of College Station agrees in the event of loss or misuse of the funds, the City of College Station assures the funds will be returned in full.

PART 4: 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

November 13, 2025
Item No. 6.8.
FY 25 State Crisis Intervention Grant Resolution

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution authorizing the Chief of Police to execute the grant application and any documents necessary to receive grant funding from the Office of the Governor through the Texas State Crisis Intervention Program.

Relationship to Strategic Goals:

Good governance

Recommendation(s): Staff recommends signing the resolution to accept the OOG - State Crisis Intervention grant 5118002

Summary: The grant will allow the police department to continue to support two full-time officers to handle mental health crisis calls for service, as well as proactively contact these consumers to ensure they stay out of crisis. This is an effort to reduce strain on patrol, better handle mental health consumers, and refocus some of the police department's efforts on education and threat assessment. The grant covers the full cost of two officers salary and benefits, their training, and educational materials for classes they teach. This is the second year we will receive this grant and there will be the option to apply again for FY 27. The success of their program in 2025 has already helped reduce the number of mental health consumers in crisis.

Budget & Financial Summary: No matching funds required. The total award amount is \$342,898. This covers the cost of two full-time officer positions with salary, benefits, and overtime. No vehicle is needed to be funded this year as both vehicles were purchased and outfitted on the last grant.

Attachments:

1. FY 26 State Crisis Intervention Grant Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE APPLICATION NECESSARY DOCUMENTS TO SUBMIT TO THE OFFICE OF THE GOVERNOR FOR GRANT FUNDS FOR FUNDING THROUGH THE TEXAS STATE CRISIS INTERVENTION GRANT PROGRAM ON BEHALF OF THE CITY AND TO ACT ON ITS BEHALF WITH RESPECT TO ANY ISSUES ARISING DURING THE APPLICATION PROCESS.

WHEREAS, the City Council of College Station finds it in the best interest of the citizens of College Station that the College Station Police Department Mental Health Crisis Response Team project be operated for FY 2026; and

WHEREAS, the City Council of College Station agrees to provide applicable matching funds for the State Crisis Intervention Grant Program as required by the Office of the Governor application; and

WHEREAS, the City Council of College Station agrees that in the event of loss or misuse of the Office of the Governor funds, the City of College Station assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council of College Station designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City of College Station.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of College Station hereby approves the submission of the State Crisis Intervention Grant Program grant application to the Office of the Governor.

PART 1: That the City Council hereby authorizes the Chief of Police as the authorized official to execute documents necessary for the submission of the State Crisis Intervention Grant Program application, with Application Number **5118002**, to the Office of the Governor on behalf of the City of College Station and to act on its behalf with respect to any issues that may arise during processing of said application.

PART 2: That the Chief of Police as the authorized official is given the power to apply for, accept, reject, alter or terminate the State Crisis Intervention Grant Program grant application on behalf of the City of College Station.

PART 3: That the City Council of College Station agrees in the event of loss or misuse of the funds, the City of College Station assures the funds will be returned in full to the Office of the Governor.

PART 4: 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

November 13, 2025

Item No. 6.9.

Resolution to accept the Office of the Governor - (SHSP-LETPA) Homeland Security Grant

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution authorizing the Chief of Police as the authorized official to execute documents necessary for the release of grant funds from the Homeland Security Division (SHSP - LETPA) for Hostage Negotiation Team Comtac VIII equipment.

Relationship to Strategic Goals:

Good governance

Recommendation(s): Staff recommends signing the resolution to accept the grant funds.

Summary: The College Station Hostage Negotiation Team has been operating without proper hearing protection since its inception. The Comtac VIII headsets not only provide secure radio transmissions to the SWAT Team, but they also provide hearing protection from SWAT distraction techniques being used in tactical situations. Previous headsets only provided radio transmissions and are at the end of their life. The Homeland Security grant is provided funds to cover the costs of 9 headsets to completely outfit the entire team and the commander with ear protection.

Budget & Financial Summary: Approving the resolution will authorize us to receive the grant funds in the amount of \$10,400 to purchase 9 Comtac VIII headsets for the Hostage Negotiation Team.

Attachments:

1. FY 26 SHSP-LETPA Grant Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE APPLICATION NECESSARY DOCUMENTS TO SUBMIT TO THE OFFICE OF THE GOVERNOR FOR GRANT FUNDS HOMELAND SECURITY GRANTS DIVISION FOR GRANT FUNDS FOR THE PURCHASE OF COMTAC VIII RADIO HEADSETS ON BEHALF OF THE CITY AND TO ACT ON ITS BEHALF WITH RESPECT TO ANY ISSUES ARISING DURING THE APPLICATION PROCESS.

WHEREAS, the City Council of College Station finds it in the best interest of the citizens of College Station that the College Station Police Department Hostage Negotiations Team be operated for 2026; and

WHEREAS, the City of College Station agrees to provide applicable matching funds for the Comtac VIII Radio Headsets as required by the Office of the Governor Homeland Security Grants Division application; and

WHEREAS, the City of College Station agrees that in the event of loss or misuse of the Office of the Governor funds, the City of College Station assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of College Station designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City of College Station.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of College Station hereby approves the submission of the Comtac VIII Radio Headsets application grant application to the Office of the Governor, Homeland Security Grants Division.

PART 1: That the City Council hereby authorizes the Chief of Police as the authorized official to execute documents necessary for the submission of the Comtac VIII Radio Headsets application, with Application Number **5447301**, for Homeland Security Grants Division to the Office of the Governor on behalf of the City of College Station and to act on its behalf with respect to any issues that may arise during processing of said application.

PART 2: That the Chief of Police as the authorized official is given the power to apply for, accept, reject, alter or terminate the Comtac VIII Radio Headsets grant application on behalf of the City of College Station.

PART 3: That the City of College Station agrees in the event of loss or misuse of the funds, the City of College Station assures the funds will be returned in full.

PART 4: 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

November 13, 2025
Item No. 6.10.
AXON Enterprise, Inc. ("AXON") Amendment #2

Sponsor: Mike Pavelka, Deputy Chief of Police

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, possible action on the second amendment to the Axon Enterprise, Inc. ("AXON") ten-year master service agreement adding AI Assisted Report Writing for an increase of approximately \$944,580.

Relationship to Strategic Goals:

Good governance

Recommendation(s): Staff recommends approving the second amendment.

Summary: The City is starting year four of the ten-year master services agreement. On September 22, 2022, Council approved a ten-year contract with AXON Enterprise, Inc. ("AXON") for the purchase of products and services including cameras, Fleet Cameras, Electronic Control Devices, and digital storage for those devices. The agreement was amended the first time on January 26, 2023 adding more hardware for additional patrol vehicles for \$189,696. AXON Enterprise, Inc., now offers AI Assisted Report Writing for use with the cameras. This addition will reduce report writing time of our employees. The total amendment amount for the report writing assistant is \$944,580 and is paid in annual installments. All purchases under this agreement are made through Sourcewell Cooperative Contract #010720-AXN. All products and services on the Sourcewell Cooperative have been competitively bid and awarded. The use of this Cooperative Contract complies with Chapter 791.025 of the State of Texas Government Code. Year 1 contract was for \$648,632.68, Year 2 contract was for \$664,796.20, for Year 3, the total contract amount was \$710,749.83 of which \$708,259 has been expended and Year 4 will be approximately the same except with the addition of \$134,697.12 for the AI report writing.

Budget & Financial Summary: Funds are available and budgeted in the department from the General Fund.

Attachments:

1. Axon 23300001 AMD#2



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300001AMD2 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Amendment #2 to the 10-year master contract with AXON Enterprise, Inc. ("AXON") to include AI Report Writing Assistant licenses

Name of Contractor: AXON Enterprise, Inc. ("AXON")

CONTRACT TOTAL VALUE: \$ 8,006,019.97 **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** Amendment #2

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Amend existing ten-year AXON Master Services and Purchasing Agreement (MSPA) to add Axon AI Assistant licenses. The total amendment amount for the report writing assistant licenses is \$944,580 and is to be paid in annual installments as outlined in Quote Q-670095-45936MA for the remaining 83 months (6.9 years).

All purchases under this agreement are made through Sourcewell Cooperative Contract #101223-AXN. All products have been competitively bid and awarded.

The total amount of the Axon ten-year master agreement (including this amendment) is \$8,006,019.97.

(If required)*
CRC Approval Date*: 10/22/25 **Council Approval Date*:** 11/13/25 **Agenda Item No*:** 2025-1162

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: N/A **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

CITY SECRETARY (if applicable) DATE

CHANGE ORDER NO.	DATE: 10/20/2025	Contract No. 23300001AMD2
PROJECT: Master Services & Purchasing Agreement (MSPA) AXON products and services		
OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842		CONTRACTOR: Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale, Arizona 85255 Ph: 800-978-2737 Fax: 480-991-0791
PURPOSE OF THIS CHANGE ORDER: Amending existing ten-year AXON Master Services and Purchasing Agreement (MSPA) to add Axon AI Assistant licenses. See Axon Quote Q-670095-45936MA attached. Associated with Sourcewell Cooperative Contract #101223-AXN.		
ITEM NO	UNIT	DESCRIPTION
		QUANTITY
		ADDED COST
	Adding Axon AI Assistant licenses	1
		TOTAL
		\$944,580.00
THE NET AFFECT OF THIS CHANGE ORDER IS 14.72 % INCREASE/DECREASE.		
TOTAL CHANGE ORDER		
		\$944,580.00
ORIGINAL CONTRACT AMOUNT		\$6,417,557.66
CHANGE ORDER NO. 1		\$189,696.00
CHANGE ORDER NO. 2		\$17,268.48
CHANGE ORDER NO. 3		\$25,792.00
AMENDMENT NO. 1		\$314,699.38
CHANGE ORDER NO. 4		\$5,982.85
CHANGE ORDER NO. 5		\$90,443.60
AMENDMENT NO. 2		\$944,580.00
REVISED CONTRACT AMOUNT		\$8,006,019.97
		2.96% % CHANGE
		0.27% % CHANGE
		0.40% % CHANGE
		4.90% % CHANGE
		0.09% % CHANGE
		1.41% % CHANGE
		14.72% % CHANGE
		24.75% % TOTAL CHANGE
ORIGINAL CONTRACT TIME		10 years (September 22, 2022 Effective Date
No Time Extension		0 years
Revised Contract Term		0 years
SUBSTANTIAL COMPLETION DATE		
REVISED SUBSTANTIAL COMPLETION DATE		
APPROVED		
Robert Driscoll		11/3/2025
CONTRACTOR		Date
PROJECT MANAGER		Date
DEPARTMENT DIRECTOR		Date
ASST CITY MGR - CFO		Date
CITY ATTORNEY		Date
CITY MANAGER		Date

Revised 7.23.25



Second Amendment to the Master Services and Purchasing Agreement

This Second Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the City of College Station ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are parties to the Master Services and Purchasing Agreement (Contract #23300001) by and between the City of College Station and Axon Enterprise, Inc., dated September 22, 2022 ("**Agreement**").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

- 1. The reference to Sourcewell Contract #010720-AXN is hereby changed to Sourcewell #101223-AXN.
- 2. The attached documents are hereby incorporated into the Agreement:
 - a. Axon AI Technology Appendix
 - b. Quote Q-670095-45936MA
- 3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

AXON ENTERPRISE, INC.

CITY OF COLLEGE STATION

Signed by:
Robert E. Driscoll, Jr.
By: 55DAEBB131A4424...
Printed Name: Robert E. Driscoll, Jr.
Title: Deputy General Counsel
Date: 10/16/2025 | 1:51 PM MST

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____



Second Amendment to the Master Services and Purchasing Agreement

AI Technology Appendix

Axon's Master Services and Purchasing Agreement dated September 22, 2022 with contract number 23300001 shall govern this Appendix.

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. **Definitions.**

- 1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.
- 1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.
- 1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Scope and Usage.**

- 2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.
- 2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.
- 2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:
 - 2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).
 - 2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.
 - 2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. **Axon Responsibilities.**

- 3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.



Second Amendment to the Master Services and Purchasing Agreement

-
- 3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.



Second Amendment to the Master Services and Purchasing Agreement

-
- 3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.
 - 3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.
 - 3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.
 - 4. **Customer Responsibilities.**
 - 4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
 - 4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
 - 4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.
 - 5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:
 - 5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
 - 5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
 - 5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information.** Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.
 - 6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.
 - 7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.
 - 8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:
 - 8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll



Second Amendment to the Master Services and Purchasing Agreement

over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

- 8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-670095-45936MA

Issued: 10/06/2025

Quote Expiration: 11/30/2025

Estimated Contract Start Date: 12/01/2025

Account Number: 116837

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
College Station Police Dept 800 Krenek Tap Rd College Station, TX 77840-5028 USA	College Station Police Dept. - TX 800 Krenek Tap Rd College Station TX 77840-5028 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Michael Pavelka Phone: (979) 764-3609 Email: mpavelka@cstx.gov Fax:

This quote, terms and conditions and SOW are subject to the terms and conditions of the Axon MSA dated September 22, 2022 with contract number 23300001 and the attached Amendment 2. All other terms and conditions of the MSA remain in full force and effect.

Quote Summary

Program Length	83 Months
TOTAL COST	\$944,580.00
ESTIMATED TOTAL W/ TAX	\$944,580.00

Discount Summary

Average Savings Per Year	\$15,999.46
TOTAL SAVINGS	\$110,662.91

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	\$134,697.12	\$0.00	\$134,697.12
Oct 2026	\$134,980.48	\$0.00	\$134,980.48
Oct 2027	\$134,980.48	\$0.00	\$134,980.48
Oct 2028	\$134,980.48	\$0.00	\$134,980.48
Oct 2029	\$134,980.48	\$0.00	\$134,980.48
Oct 2030	\$134,980.48	\$0.00	\$134,980.48
Oct 2031	\$134,980.48	\$0.00	\$134,980.48
Total	\$944,580.00	\$0.00	\$944,580.00

Quote Unbundled Price:	\$1,055,242.91
Quote List Price:	\$1,055,242.91
Quote Subtotal:	\$944,580.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	173	03		\$73.43	\$69.70	\$944,580.00	\$0.00	\$944,580.00
Total							\$944,580.00	\$0.00	\$944,580.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	173	12/01/2025	10/31/2032

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	800 Krenek Tap Rd	College Station	TX	77840-5028	USA

Payment Details

Nov 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	173	\$134,697.12	\$0.00	\$134,697.12
Total				\$134,697.12	\$0.00	\$134,697.12
Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	173	\$134,980.48	\$0.00	\$134,980.48
Total				\$134,980.48	\$0.00	\$134,980.48
Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	173	\$134,980.48	\$0.00	\$134,980.48
Total				\$134,980.48	\$0.00	\$134,980.48
Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	173	\$134,980.48	\$0.00	\$134,980.48
Total				\$134,980.48	\$0.00	\$134,980.48
Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	173	\$134,980.48	\$0.00	\$134,980.48
Total				\$134,980.48	\$0.00	\$134,980.48
Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	173	\$134,980.48	\$0.00	\$134,980.48
Total				\$134,980.48	\$0.00	\$134,980.48
Oct 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	173	\$134,980.48	\$0.00	\$134,980.48
Total				\$134,980.48	\$0.00	\$134,980.48

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement dated September 22, 2022 with contract number 23300001 shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and subject to Axon's Master Services and Purchasing Agreement executed between the City of College Station and Axon Enterprise, Inc. dated September 22, 2022, with contract number 23300001, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement dated September 22, 2022 with contract number 23300001 shall govern.

Axon
Signed by:
Robert E. Driscoll, Jr.
By: _____
Robert E. Driscoll, Jr., Dep. Gen. Counsel
Date: 10/16/2025 | 1:51 PM MST

THE CITY OF COLLEGE STATION
By: _____
City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

10/6/2025



November 13, 2025

Item No. 6.11.

Environmental Systems Research Institute (GIS Software) Subscription

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a three-year renewal of a software subscription from Environmental Systems Research Institute, Inc. for the amount of \$270,900.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): CIO recommends approval

Summary: Environmental Systems Research Institute Inc. (Esri) makes geographic information system (GIS) software. Esri software, particularly the ArcGIS suite, plays a pivotal role in supporting the City of College Station's geospatial and operational intelligence. It enables departments to visualize, analyze, and manage geographic data in real time, supporting initiatives like digital twin modeling, infrastructure planning, and emergency response. Tools such as ArcGIS Pro and ArcGIS Enterprise allow for advanced 2D, 3D, and 4D data visualization, predictive analytics, and seamless data sharing across city systems. This empowers city staff to make data-driven decisions, improve service delivery, and enhance public engagement through interactive dashboards and mapping applications. Additionally, Esri's integration with AI and automation technologies is being explored to further streamline operations and align with the city's broader digital transformation goals. The cost of a three-year renewal is \$270,900.00.

Budget & Financial Summary: Funds are available in the IT software maintenance account 10011250-5201.

Attachments:

1. Contract 26300071



CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300071 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: ESRI Enterprise Agreement

Name of Contractor: ESRI - Environmental Systems Research Institute

CONTRACT TOTAL VALUE: \$ 270,900.00

Grant Funded Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☐ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☒ NEW CONTRACT ☐ RENEWAL # N/A ☐ CHANGE ORDER # N/A ☐ OTHER N/A

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Funding from 10011250-5201

This is for a three year term.

CRC Approval Date*: N/A (If required)* Council Approval Date*: 11/13/2025 Agenda Item No*: N/A

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: DDV Performance Bond: N/A Payment Bond: N/A Info Tech: N/A

SIGNATURES RECOMMENDING APPROVAL

Sam Rivera
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

10/21/2025

DATE

[Signature]
ASST CITY MGR – CFO

10/21/2025

DATE

[Signature]
LEGAL DEPARTMENT

10/22/2025

DATE

APPROVED & EXECUTED

CITY MANAGER

N/A

DATE

MAYOR (if applicable)

N/A

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-555599

Date: August 18, 2025

Customer # 15309 Contract #26300071

City of College Station
Information Technology Dept
1101 Texas Ave S
College Station, TX 77840-2433

ATTENTION: Brett Blankner
PHONE: (979) 764-3633
EMAIL: bblankner@cstx.gov

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 8/18/2025 To: 11/16/2025*

Material	Qty	Term	Unit Price	Total
193207	1	Year 1	\$90,300.00	\$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 2	\$90,300.00	\$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 3	\$90,300.00	\$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal: \$270,900.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$270,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Sean Gill

Email:

s.gill@esri.com

Phone:

(909) 793-2853 x8828

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-4)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	50	ArcGIS Enterprise Contributor User Type	50
ArcGIS Online Mobile Worker User Type	200	ArcGIS Enterprise Mobile Worker User Type	200
ArcGIS Online Creator User Type	200	ArcGIS Enterprise Creator User Type	200
ArcGIS Online Professional User Type	50	ArcGIS Enterprise Professional User Type	50
ArcGIS Online Professional Plus User Type	50	ArcGIS Enterprise Professional Plus User Type	50
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	50 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	50 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	50	ArcGIS Location Sharing for ArcGIS Enterprise	50
ArcGIS Online Service Credits	125,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	50

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of College Station, TX
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: Brett Blankner

Address: 1101 Texas Ave

City, State, Postal Code: College Station, TX 77808

Country: United States

Quotation Number (if applicable): Q-555599

Telephone: 979-764-3633

Fax: N/A

E-mail: bblankner@cstx.gov

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

ESRI TECHNOLOGY SERVICES INSURANCE & TECHNOLOGY REQUIREMENTS

TECHNOLOGY INSURANCE

General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below:

Types. During the term of this Contract Consultant's insurance policies shall meet the minimum requirements of this section.

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Workers' Compensation/Employer's Liability.
- (d) Cyber Liability.

Certificates of Insurance. For each of these policies, except Cyber Liability, the policy shall be endorsed to show the Consultant's insurance coverage as primary with respect to contract requirements, and will include the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees, or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract *before* work commences.

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 shall be accepted.
- (b) Deductibles shall be listed on the certificate of insurance.
- (c) "Claims made" policies are not accepted, except for Cyber Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage except with prompt written notice given to the City of College Station, except no such notice will be provided where Consultant purchases a replacement policy that ensures continuous coverage and otherwise complies with the requirements of this Insurance provision.

- (e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions:
 - i. The licensed insurance company is authorized to do business in the State of Texas
 - ii. All endorsements and coverages are included according to the requirements of this Contract
 - iii. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
- (f) The City of College Station, its officials, agents, employees, and volunteers are to be named as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies.

A. Commercial General Liability requirements. The following Commercial General Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated “A: VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum limits of liability of \$1,000,000 per occurrence with a \$2,000,000 annual aggregate limit.
- (c) The City shall be named as Additional Insured and policies endorsed to waive rights of subrogation and to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

B. Business Automobile Liability requirements. The following Business Automobile Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The coverage shall include owned, leased, or rented autos, non-owned autos, any autos and hired autos.

C. Workers’ Compensation/Employer’s Liability Insurance requirements. The Workers’ Compensation/Employer’s Liability insurance shall include the following terms:

- (a) Employer’s Liability limits of \$1,000,000 for each accident is required.
- (b) Coverage to the statutory limits and requirements that comply with the State of Texas for Workers Compensation.

D. Cyber Liability. Minimum limits of \$2,000,000. Coverage must include:

- (a) Technology Errors and Omissions: any loss caused by an error, omission or negligence by the primary insured and amended to include software copyright infringement;
- (b) Communications and Media Liability: trademark, copyright infringement, plagiarism, copyright and TM infringement claims in advertising, internet, and other material; and
- (c) Network & Information Security Liability: virus transmission, denial of services, breach of privacy or confidentiality obligations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 CN102703377-ESRI-GAWUE-25-26	CONTACT NAME: Brandon Pham	FAX (A/C, No): 949 399 2999	
	PHONE (A/C, No, Ext): 213-346-5165	E-MAIL ADDRESS: brandon.pham@marsh.com	
INSURED Environmental Systems Research Institute, Inc. 380 New York Street Redlands, CA 92373	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Co. of America		25674
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

LOS-002639974-12

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BLANKET CONTRACTUAL LIAB ☒ OWNERS/CONTRACTORS GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		H-660-0130P85A-TIL-25	02/15/2025	02/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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		BA-9M249836-25-I3-G	02/15/2025	02/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DEDS: \$ 1,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	☒ 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	UB-8J256475-25-I3-G	02/15/2025	02/15/2026	☒ 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
A	Technology E&O/Cyber Liability incl Network Sec. & Privacy		ZPL-71N73536-25-I3 Claims Made Form; Retro Date 7/16/87	02/15/2025	02/15/2026	Each Claim & Aggregate \$ 2,000,000 Deductible \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: COLLEGE STATION, TX 77842.

The City of College Station, its Officials, Agents, Employees and Volunteers are named as additional insured as respects general and auto liability as their interest may appear, per written contract with the named insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

CITY OF COLLEGE STATION ATTN: RISK MANAGER PO BOX 9960 COLLEGE STATION, TX 77840-5023	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Marsh Risk & Insurance Services</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Employees – Supervisory Positions D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement G. Blanket Additional Insured – Broad Form Vendors H. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations L. Medical Payments – Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability – Railroads O. Damage To Premises Rented To You |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

- 1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

November 13, 2025
Item No. 6.12.
GLO CDBG MIT Resolution

Sponsor: David Brower

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution confirming compliance with Federal Rules and Regulations and designating officers required for compliance with the Community Development Block Grant Mitigation (CDBG-MIT) grant.

Relationship to Strategic Goals:

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the resolution.

Summary: The City of College Station has been allocated \$500,000 through the State of Texas Community Development Block Grant Mitigation (CDBG-MIT) Program, administered by the Texas General Land Office (GLO) and distributed by the Brazos Valley Council of Governments (BVCOG). This allocation was determined in accordance with a state-approved Method of Distribution (MOD).

The City's eligibility for these mitigation funds stems from the Federal/Presidential Disaster Declaration for the 2016 Texas Floods. According to the U.S. Department of Housing and Urban Development (HUD), mitigation activities are defined as efforts that "increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters."

All CDBG-MIT funds must provide 100% benefit to low- and moderate-income (LMI) residents of College Station. The City will utilize these funds to:

- Conduct a flood assessment,
- Install emergency generators at the Lincoln Center and the Meyers Senior & Community Center, and
- Implement a Flood Warning System Pilot Project.

The CDBG-MIT Grant Agreement requires compliance with Title I of the Housing and Community Development Act and other applicable federal civil rights, equal opportunity, and affirmative action regulations and executive orders. The City will ensure that all activities funded through the CDBG-MIT Program are carried out in a manner that provides equal opportunity and access to all persons.

To ensure compliance, the City has designated a Civil Rights Officer and a Labor Standards Officer, who will oversee adherence to federal requirements and address any grievances during the grant period. In accordance with federal guidelines, the governing body must approve and submit a resolution acknowledging these commitments.

Budget & Financial Summary:

Attachments:

1. GLO CDBG Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, CONFIRMING COMPLIANCE WITH FEDERAL RULES AND REGULATIONS WITH ACCEPTANCE OF THE COMMUNITY DEVELOPMENT BLOCK GRANT REGIONAL MITIGATION PROGRAM PROJECTS (CDBG-MIT) ADMINISTERED BY STATE OF TEXAS GENERAL LAND OFFICE (GLO) AND PROVIDING FOR DESIGNATION OF OFFICERS REQUIRED FOR GRANT COMPLIANCE.

WHEREAS, the City of College Station, in accordance with Section 109 of the Title I of the Housing and Community Development Act (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability; and

WHEREAS, the City of College Station, in consideration for the receipt and acceptance of federal funding for the grants, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections, and expressly acknowledges that receipt of federal funding is contingent on compliance; and

WHEREAS, the City of College Station as subrecipient in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, to the greatest extent possible, must provide training, economic, contracting and other opportunities to low and very low-income persons that provide economic opportunities; and

WHEREAS, the City of College Station, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, the regulations implementing Section 504 of the Rehabilitation Act of 1973 require at 49 CFR 27.13 that recipients designate at least one person to coordinate efforts to comply with Section 504 of the Rehabilitation Act; and

WHEREAS, the City of College Station, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, conducts at least one activity during the contract period, to affirmatively further fair housing; and

WHEREAS, the City of College Station, in accordance with Section 104(l) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must provide the existing excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations; and

WHEREAS, the City of College Station will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council specifically finds that the foregoing statements included in the preamble of this resolution are true and correct and adopts such findings for all intents and purposes related to the authorization of this Resolution.

PART 2: That the City Council specifically finds that the compliance requirements in GLO Contract No. 24-065-155-F070 as set out in **Exhibit “A”** are attached hereto and made part of this Resolution for all purposes.

PART 2: That the City of College Station reaffirms the policy to promote fair housing practices throughout the City and to ensure that all persons, regardless of race, color, religion, sex, national origin, disability, or familial status, have the same rights to reside in, purchase, lease, sell, or finance housing in the City as designated in the City of College Station Code in sections 20-19 through section 20-27.

PART 3: That the City of College Station adopts a Civil Rights and Citizen Participation Plan as set out in **Exhibit “B”**.

PART 4: That the City Manager is designated as the Civil Rights Officer as required by the GLO-CDR Implementation Manual of the awarding agency of the State of Texas. The City Manager is delegated authority to designate the position of Civil Officer to their designee. The City Council approves the application and submission of the Texas General Land Office’s form as set out in **Exhibit “C”** attached hereto and made part of this Resolution for all purposes.

PART 5: That the Director of the City department administering the CDBG-Mit grant or that Director’s designee is designated as the Labor Standards Officer as required by the GLO-CDR Implementation Manual of the awarding agency of the State of Texas. The City Council approves the application and submission of the Texas General Land Office’s form as set out in **Exhibit “D”** attached hereto and made part of this Resolution for all purposes.

PART 6: That the City Manager is delegated authority to designate a replacement Civil Rights Officer and any other officers necessary for grant compliance.

PART 7: That this resolution shall take effect immediately from and after its passage.

ADOPTED this ____ day of _____ 2025.

ATTEST:

City Secretary

APPROVED:

City Attorney

APPROVED:

Mayor

EXHIBIT A
(Please attach signed version of GLO Contract No. 24-065-155-F070)



GLO CONTRACT NO. 24-065-155-F070
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM – REGIONAL MITIGATION PROGRAM PROJECTS
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF COLLEGE STATION**, Texas Identification Number (TIN) **17460005345** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) Subaward

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$500,000.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix
- ATTACHMENT H:** Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) the Method of Distribution (as applicable);
- (e) Other guidance posted at: <https://recovery.texas.gov/action-plans/mitigation/index.html>; and
- (f) Other guidance posted at: <https://www.hudexchange.info/>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“Acquisition” means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner’s voluntary relinquishment of the property upon Subrecipient’s purchase of it or through Subrecipient’s eminent domain authority.

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“Action Plan” means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan, as amended, found at <https://recovery.texas.gov/action-plans/mitigation/index.html>.

“Activity” means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“Advance Payment” means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

“Amendment” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“Application” or “Grant Application” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“As-Built Plans” means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“Audit Certification Form” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“AUGF” means HUD Form 7015.16, *Authority to Use Grant Funds*.

“[Benchmark](#)” means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

“[Budget](#)” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“[Buyout](#)” means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

“[CDBG-MIT](#)” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“[Certificate of Construction Completion](#)” or “[COCC](#)” means a document to be executed by Subrecipient, Subrecipient’s construction contractor, and Subrecipient’s engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

“[C.F.R.](#)” means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“[COG](#)” means Council of Governments, a political subdivision responsible for representing member local governments, mainly cities and counties, seeking to provide cooperative planning, coordination, and technical assistance on issues of mutual concern crossing jurisdictional lines.

“[Contract](#)” means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

“[Contract Documents](#)” means the documents listed in **Section 1.02**.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Deliverable](#)” means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

“[Disaster Risk Reduction Area](#)” means a clearly delineated area established by Subrecipient in which real property suffered damage from a disaster for which CDBG-MIT funding has been awarded to Subrecipient and in which the safety and well-being of area residents are at risk from future flooding events.

“[DRGR](#)” means the U.S. Department of Housing and Urban Development’s Disaster Recovery and Grant Reporting System.

“[Environmental Review Record](#)” or “[ERR](#)” means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD’s environmental regulations.

“[Equipment](#)” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$10,000, as defined at 2 C.F.R. § 200.1.

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 3.03**, herein.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Register](#)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT allocations funding this Contract.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[FWCR](#)” means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“[GLO Implementation Manual](#)” means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

“[Grant Completion Report](#)” or “[GCR](#)” means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

“[Grant Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Implementation Schedule](#)” means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

“[Infrastructure](#)” means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term “Infrastructure” may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Low- and Moderate-Income](#)” or “[LMI](#)” means a family or individual household whose annual income does not exceed eighty percent (80%) of the median family income or such other income limits as determined by HUD. This definition includes Very-Low-, Low-, and Moderate-Income households.

“[LMISD](#)” means low-and moderate-income summary data as published by HUD which assists CDBG-MIT grantees in determining whether or not a CDBG-funded activity qualifies as a LMA activity.

“[Method of Distribution](#)” or “[MOD](#)” means a document developed for a specific region that outlines the distribution of CDBG-MIT funding to counties, cities, and local government entities in the region.

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Monthly Activity Status Report](#)” means a monthly Project Benchmark status report, as required under **Section 4.02**, for which a template is included as **Attachment F** of this Contract.

“[NTP](#)” means “notice to proceed,” a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Planning](#)” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“[Program](#)” means the CDBG-MIT program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Regional Mitigation Program](#)” means the CDBG-MIT program implemented by the GLO under which COGs develop and implement Methods of Distribution allocating CDBG-MIT funds to local entities to reduce future impacts from major disasters in the region, as outlined in the Action Plan.

“[Revision](#)” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Start-Up Documentation](#)” means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

“[Subrecipient](#)” means City of College Station, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“[Texas Integrated Grant Reporting System](#)” or “[TIGR](#)” means the GLO system of record for documenting and reporting the use of grant funding.

“[U.S.C.](#)” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO’s Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **August 31, 2027**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period two (2) times for a period of up to one (1) year each. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24

C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient’s correction of the deficiency.

(a) Start-Up Documentation

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) Audit Certification Form

Not later than the close of business sixty (60) calendar days after the end of Subrecipient’s fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) Other Forms

In conformance with required state and federal laws applicable to the Contract:

- (i)** Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii)** Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;
- (iii)** Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv)** If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment H** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT funding allocation.

4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended ([12 U.S.C. § 1701u](#)), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient's efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10th of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10th**

Quarter 2 (Dec-Feb): Due **March 10th**

Quarter 3 (Mar-May): Due **June 10th**

Quarter 4 (Jun-Aug): Due **September 10th**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at [s3-section-3-quarterly-report.xlsx \(live.com\)](#) and [s7-section-3-annual-summary-report.xlsx \(live.com\)](#). Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the “other efforts, see remarks below” field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated by the Congress of the United States under the act(s) listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq.*).

Congressional Act	Federal Award Identification Number (FAIN)
Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted February 9, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 <i>et seq.</i>) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017	B-18-DP-48-0002

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID). Subrecipient must report its UEID to the GLO for use in various reporting documents.** A UEID may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas

Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.

- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

5.05 FINAL BENCHMARK

(a) Construction Activities

To ensure full performance of each construction Activity and the Project, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project.

Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) **Project Delivery – Grant Administration**

To ensure full performance of this Contract, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other

records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

In accordance with federal regulations, all records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity.

Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.

- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.
- (d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

8.06 CHILD SUPPORT OBLIGATION

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: “Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”

8.07 SUBAWARD AND SUBCONTRACT MONITORING

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

8.08 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

8.09 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.10 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.11 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, D, and E**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

8.12 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO

Texas General Land Office
1700 North Congress Avenue, 7th Floor
Austin, Texas 78701
Attention: Contract Management Department

Subrecipient

City of College Station
1101 Texas Avenue
College Station, Texas 77840
Attention: Bryan Woods

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.13 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.14 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.15 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.16 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.17 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or

exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as “confidential” or a “trade secret,” Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party’s contact information to the above-designated e-mail address.

8.18 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter pursuant to **Section 8.23**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO’s Contract Management Department for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures.

In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

8.19 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.20 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

8.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.22 SURVIVAL

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.02, 8.03, 8.09, 8.10, 8.11, 8.12, 8.13, 8.15, 8.16, 8.17, 8.18, 8.23, and 8.32** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.23 CONTRACT CLOSEOUT

Subrecipient shall prepare and submit to the GLO for approval a final **Grant Completion Report** confirming final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

Subrecipient shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.24 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan,

Subrecipient's *de minimis* indirect cost rate shall be set according to 2 C.F.R. § 200.414(f).

8.25 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- (c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

8.26 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.27 ENVIRONMENTAL CLEARANCE REQUIREMENTS

- (a) Subrecipient is the responsible entity, as "responsible entity" is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity or the Project, including all supporting source documentation and documentation to support any

project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.

- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.
- (d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

8.28 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:
 - (i) The amount of CDBG-MIT funds expected to be made available;
 - (ii) The range of Activities or projects that may be undertaken with the CDBG-MIT funds;
 - (iii) The estimated amount of the CDBG-MIT funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and
 - (iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-MIT Activities or projects are likely to result in displacement.
- (b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.
- (d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g.,

meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.29 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this section shall contain the following:

“This project is funded by the Texas General Land Office of the State of Texas to provide for mitigation activities to reduce disaster risks in communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program.”

8.30 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
 - (i) competitively within a timeframe allowing compliance with the Contract’s performance schedule;
 - (ii) in a way that meets the Contract’s performance requirements; or
 - (iii) at a reasonable price.
- (b) To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA’s Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.31 EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the

contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

8.32 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment G**.

8.33 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

8.34 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

8.35 LIMITATIONS ON GRANT EXPENDITURE

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

8.36 LOBBYING EXPENDITURE RESTRICTION

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

8.37 OPEN MEETINGS

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

8.38 POLITICAL POLLING PROHIBITION

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll

conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

8.39 REPORTING COMPLIANCE

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

8.40 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of credible evidence of violations of federal criminal law involving fraud, conflict of interest, bribery, and gratuity and the reporting of matters related to recipient integrity and performance.

8.41 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

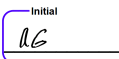
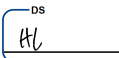
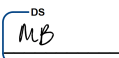
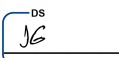
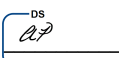
**SIGNATURE PAGE FOR GLO CONTRACT NO. 24-065-155-F070
REGIONAL MITIGATION PROGRAM PROJECTS CONTRACT AGREEMENT
CDBG-MIT – HURRICANE HARVEY HUD MID**

GENERAL LAND OFFICE

CITY OF COLLEGE STATION

Jennifer G. Jones
Chief Clerk and Deputy Land Commissioner
Date of execution: _____

By: Bryan Woods
Title: _____
Date of execution: _____

OGC 
PM 
SDD 
DGC 
GC 
DCC 

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix
- ATTACHMENT H:** Contract Reporting Template

ATTACHMENTS FOLLOW

CITY OF COLLEGE STATION
24-065-155-F070
PERFORMANCE STATEMENT

The GLO awards the City of College Station (Subrecipient) this Contract under HUD's Community Development Block Grant Mitigation (CDBG-MIT) program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017.

In strict conformance with the terms and conditions of the CDBG-MIT – Hurricane Harvey State MID and pursuant to the GLO's Regional Mitigation Program and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to increase its resilience to disasters and reduce or eliminate long-term risk of disaster-related loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$500,000.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

DRGR Activity: MIT- Public Facilities and Improvements- Non-Covered Projects- LMI

Activity Type: Public Improvements

Project Title: Back-Up Generators at Lincoln Recreation Shelter of Last Resort and Meyer Shelter of Last Resort

Subrecipient shall install generators and complete associated appurtenances. Construction shall take place at the following locations:

Defining Project Location	Location Coordinates	Proposed HUD Performance Measures
Lincoln Recreation Shelter of Last Resort	1000 Eleanor Street, College Station, TX 30.59894, -96.33095	1 Public Facility (PF)
Bob and Wanda Meyer Shelter of Last Resort	2275 Dartmouth Street, College Station, TX 30.61505, -96.30535	1 PF

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
30,280	21,142	69.82	0013.02	1
			0013.03	2,3
			0016.01	1,2,3
			0016.04	1,2,3
			0016.05	1,2
			0016.06	1,2
			0017.01	1,2,3
			0017.02	1,2
Beneficiaries were identified using Census Tract/Block Group LMISD, and the above project meets the LMI national objective. LMI based on FY-21 LMISD with State Median Income waiver applied.				

DRGR Activity: MIT- Public Facilities and Improvements- Non-Covered Projects- LMI

Activity Type: Flood and Drainage Improvements

Project Title: Early Flood Warning System Pilot Project

Subrecipient shall install stormwater gauges and warning beacons and complete associated appurtenances. Construction shall take place at the following locations:

Defining Project Location	Location Coordinates	Proposed HUD Performance Measures
Flasher Location 1	Southeast corner of Holleman Drive East and Dartmouth Street 30.61841, -96.30682	1 Public Facility (PF)
Flasher Location 2	Southwood Drive bridge crossing between Bee Creek Drive and Angelina Circle 30.59891, -96.3108	1 PF
Flasher Location 3	Glade Street bridge crossing between Holleman Drive and Orr Street 30.605569, -96.321547	1 PF

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
26,472	18,329	69.24	0016.01	1,2,3
			0016.04	1,2,3
			0016.05	1,2
			0016.06	1,2
			0017.01	1,2,3
			0017.02	1,2
Beneficiaries were identified using Census Tract/Block Group LMISD, and the above project meets the LMI national objective. LMI based on FY-21 LMISD with State Median Income waiver applied.				

DRGR Activity: MIT- Planning and Capacity Building

Activity Type: Planning Study

Project Title: Flood Hazard Assessment

Subrecipient shall assess floodplain hazards citywide, which will determine the scale of floodplain mapping and remapping.

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BUDGET

DRGR Activity	Grant Award	Other Funds	Total
MIT- Public Facilities and Improvements- Non-Covered Projects - LMI	\$350,000.00	\$77,238.22 ¹	\$427,238.22
MIT- Planning and Capacity Building	\$150,000.00	\$0.00	\$150,000.00
TOTAL	\$500,000.00	\$77,238.22¹	\$577,238.22

¹ CITY OF COLLEGE STATION GENERAL FUND, TO BE USED FOR CONSTRUCTION, ENGINEERING, PLANNING, AND GRANT ADMINISTRATION.

BENCHMARKS

Project Phase Actions and Deliverables	Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.)			Single Deliverable Milestones by Budget Category (Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.)		Multiple Deliverable Milestones (Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.)	
	Project Delivery		Engineering Funds	Special Environmental Funds	Acquisition Funds	Construction Funds	Planning/ Studies (not related to engineering design)
	Grant Administration Funds	Environmental Funds					
Action: Start-up Phase Deliverable: Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format.	0-15%						
Action: Commencement of Engineering Phase Deliverable: Executed engineering service provider contract in PDF format provided during start-up phase as applicable			0-30%				

Action: Commencement of Environmental Phase Deliverable: Executed environmental service provider contract in PDF format provided during start-up phase as applicable.	15.01-30%	0-30%						
Action: Completion of Design Phase Deliverable: Complete signed and sealed 100% construction plans in PDF format.*			30.01-60%					
Action: Completion of Special Environmental Services Deliverable: GLO approval of required documentation, dependent upon additional environmental requirements				100%				
Action: Completion of Environmental Record Review Deliverable: GLO-signed AUGF**	30.01-50%	30.01-100%						
Action: Acquisition Phase Deliverable: Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*					100%			
Action: Commencement of Bid Phase Deliverable: First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%					
Action: Commencement of Construction Phase Deliverable: Signed NTP*	60.01-85%		70.01-85%				0-95%	
Action: Completion of Construction Phase Deliverable: Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO*	85.01-95%		85.01-100%				95.01-100%	

Action: Commencement of Planning/Study Phase Deliverable: Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed ^for Planning/Study only	15.01-60%^							0-85%
Action: Completion of Planning/Study Phase Deliverable: Final Planning/study report and proof of acceptance by Subrecipient ^for Planning/Study only	60.01-95%^							85.01-100%
Action: Grant Completion Report Approval Deliverable: GCR approved by the GLO	95.01-100%							
Failure to provide any Deliverable identified above could result in Subrecipient's repayment of drawn funds, in part or in full, in addition to other remedies provided to the GLO under this Contract. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient's compliance with associated Program guidance. *If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application. **If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.								

ASSURANCES - CONSTRUCTION PROGRAMSOMB Approval No. 4040-0009
Expiration Date: 06/30/2028

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION City of College Station	DATE SUBMITTED	

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871***Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

City of College Station

24-065-155-F070

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Bryan woods

SIGNATURE

DATE

1 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying ActivitiesComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)OMB Number: 4040-0013
Expiration Date: 06/30/2028

1. *Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. *Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. *Report Type: _____ a. initial filing _____ b. material change
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 		
6. Federal Department/Agency: 	7. Federal Program Name/Description: Assistance Listing Number, if applicable: ____	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. *Signature: _____ *Name: Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Federal Agency Form Instructions Form Identifiers		Information
Agency Owner		Grants.gov
Form Name		Disclosure of Lobbying Activities (SF-LLL)
Form Version Number		2.0
OMB Number		4040-0013
OMB Expiration Date		06/30/2028

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime

	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	Assistance Listing Number:	Required	Enter the full Assistance Listing Number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	Assistance Listing Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the Subrecipient, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <https://www.glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*
46. If subject to 2 C.F.R. 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.
48. If subject to 2 C.F.R. 200.217, Subrecipient shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Subrecipient shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

Acts and regulations specified in this Contract;

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grant regulations (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

GLO Implementation Manual; and

State Action Plan(s).

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. § 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the

Architectural Barriers Act of 1968 (42 U.S.C. § 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. § § 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2);

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, February 4, 2015 (3 C.F.R., 2016 Comp., p. 268), as implemented in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(e) of Executive Order 11988, as amended; and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Sections 2 and 5 of the Order.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e) (42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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SPECIAL CONDITIONS

If applicable to a Project or Activity, Subrecipient must comply with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-123, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within Special Flood Hazard Areas (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001- 4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP"), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. Where the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
 - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
 - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
 - ii. The person failed to obtain and maintain flood insurance.

- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
2. Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
3. Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that the plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative and properly submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval in accordance with the administrative requirements of 30 TAC §217.6.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served, has been issued by the TCEQ as required by 16 Texas Administrative Code Chapter 24, Subchapter H.

G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b).
3. Prior to the selection of program recipients for proposed OSSF, Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285, Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) adopted under the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the TDLR for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in accordance with Transportation Code Section 201.084, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA

Debris Management Guide, as amended, regarding the use of TDSR sites. This document may be obtained at [FEMA Debris Monitoring Guide](#).

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum* three-year affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE (“NOTE”)

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory note at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): at a rate of 33 percent per year for the first two years, and 34 percent after the third year.

1. If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the Note shall be enforced.
2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and, in the case of a limited clientele project, the determination that the national objective of benefiting low to moderate-income persons was met.
3. For a limited clientele project, the national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to

* Subrecipient may establish a longer affordability period at its own discretion.

moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

4. If property assisted under a limited clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

Rental housing rehabilitation, reconstruction, or new construction assistance will be provided in the form of a forgivable loan at zero interest or grant dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided are fulfilled by the applicant developer, the repayment of the loan or grant will be forgiven.

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster event in order to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. Dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines, a minimum of 51% of the multi-family units must be restricted during the affordability period of either fifteen (15) years (for rehabilitation/reconstruction) or twenty (20) years (for new construction) for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and published on an annual basis with adjustments for family size.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

GLO Community Development and Revitalization
Monthly Activity Status Report

Subrecipient must provide monthly Activity status reporting for all sites identified in the Performance Statement (**Attachment A**) and relevant to the milestones therein. The Monthly Activity Status Report is due the fifth day of the month following the reporting period for the duration of the Contract. Submit the report using the Texas Integrated Grant Reporting system upload for Monthly Activity Status Reporting.

Subrecipient:
Contract Number:
Preparer Name:

Contact Information:

Reporting Period (Month/ Year):

Project Title:

Project Milestone Phase	Att. A Budget Gates/Milestones		TIGR Milestone (Pending or Complete)	On Schedule? (If no, describe improvement plan below.)
	Budget Category	Budget Allowance		
Start-Up Documentation	PD-GA Funds	0-15%		
Engineering NTP	Eng Funds	0-30%		
Environmental NTP	PD-GA Funds	15.01-30%		
	PD-Env Funds	0-30%		
Engineering Design	Eng Funds	30.01-60%		
Completion of Special Env Svcs	PD-Special Env Funds	100%		
Authority to Use Grant Funds	PD-GA Funds	30.01-50%		
	PD-Env Funds	30.01-100%		
Acquisition (if applicable)	Acq Funds	100%		
Bid Advertisement	PD-GA Funds	50.01-60%		
	Eng Funds	60.01-70%		
Contract Award and Construction	PD-GA Funds	60.01-85%		
	Eng Funds	70.01-85%		
	Construction Funds	0-95%		
Construction Activity Completion	PD-GA Funds	85.01-95%		
	Eng Funds	85.01-100%		
	Construction Funds	95.01-100%		
Planning NTP	Planning Funds	0-95%		
Planning Completion	Planning Funds	95.01-100%		
Contract Closeout	PD-GA Funds	95.01-100%		

Project Status Concerns (provide notes or information relevant to the overall contract.):

Budget Status:	Total Budget	Total Expended	Balance	% Expended (Total Expended/Total Budget)
PD-GA Funds				
PD-Env Funds				
PD-Special Env Funds				
Eng Funds				
Acq Funds				
Construction Funds				
Planning Funds				
Totals:				

GLO Information Security Appendix

1. Definitions

“[Breach of Security](#)” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purpose. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

“[GLO Data](#)” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and/or created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

- 2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws. Subrecipient shall provide such certification or attestation in regard to its data security practices as may be required by the GLO upon request by the GLO.
- 2.4. Subrecipient will legally bind any contractor(s) and subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient’s subcontractor(s).

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7 Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.
- 2.8 Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development ("HUD"), will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9 Subrecipient shall use GLO Data for the sole purpose of administering the Contract.

3. Data Ownership

- 3.1. In no event shall Subrecipient obtain or develop ownership rights to any GLO Data shared under the Contract, unless specifically acknowledged and agreed to by the GLO.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter (a) securely return such GLO Data to the GLO and/or (b) at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and inform the GLO in writing of the completion of the task and method(s) utilized. If the return of GLO Data is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

4. Data Mining

- 4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.

- 4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO promptly, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall notify affected individuals of such Breach in accordance with the requirements of Tex. Bus. and Comm. Code Section 521.053 or other applicable law and shall inform the GLO of such notifications. Subrecipient shall provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Data Use and Security Agreement Requirements

- 6.1. Certain GLO Data may be subject to agreements executed between the GLO and other state or federal agencies or entities, including, but not limited to, the U.S. Department of Homeland Security, the Federal Emergency Management Agency, and HUD, that impose conditions and obligations on the usage, sharing, storage, and security of the GLO Data. If, in the performance of the Contract, Subrecipient requires access to GLO Data protected under such an agreement, then Subrecipient shall be required to review and agree to comply with all terms, conditions, and obligations of the agreement before the GLO Data is shared with Subrecipient. As applicable, Subrecipient shall ensure any NDA required under Section 2.8, above, complies with all additional requirements imposed by the agreement.

- 6.2. The terms and conditions imposed under a data use and security agreement shall be in addition to all other terms and conditions contained in this Information Security Appendix, which remain applicable. In the event of a conflict between terms and conditions of the agreement and this Information Security Appendix, the more stringent term and/or condition shall apply.

7. Right to Audit

- 7.1. Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, PCI Compliance Report, TXRAMP Certification, or similar attestations or third-party certifications. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.
- 7.2. At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

CONTRACT REPORTING TEMPLATE

Subrecipients are to use this template to summarize all procured contracts, including those procured by Subrecipient or its subawardees. Definitions of each field can be found below. Monthly, Subrecipient shall update and upload this template in the TIGR system or provide to the GLO in a format specified by the GLO Grant Manager.

Data Fields:

Subrecipient	Enter Subrecipient name.
Contract Number	Enter Contract number.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. UEID Number	Enter Uniform Entity Identifier (UEID) number of the Contractor. <u>Note:</u> Entering the UEI into this template does not fulfill the requirement for grantees to enter UEI number into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 and additional published guidance on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-MIT Funds	Enter amount of CDBG-MIT funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

Contract Reporting Template

Subrecipient:

--

GLO Contract Number:

--

Date Updated:

--

A. Contractor Name	B. Unique Entity Identifier Number (UEID)	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-MIT Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXXXXXXXXXXX	State of Texas	6/15/2013	6/15/2014	\$3,500,000	\$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects

Certificate Of Completion

Envelope Id: 28691F91-CBA6-40D5-8F55-1C00D7B291A2

Status: Sent

Subject: \$500K Contract: 24-065-155-F070 - City of College Station (Texas GLO)

Source Envelope:

Document Pages: 92

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 6

Veronica Rodriguez

AutoNav: Enabled

1700 Congress Ave

Envelopeld Stamping: Enabled

Austin, TX 78701

Time Zone: (UTC-06:00) Central Time (US & Canada)

Veronica.Rodriguez@glo.texas.gov

IP Address: 136.226.13.84

Record Tracking

Status: Original

Holder: Veronica Rodriguez

Location: DocuSign

7/11/2025 7:40:08 AM

Veronica.Rodriguez@glo.texas.gov

Signer Events

Ginger Mills

ginger.mills@glo.texas.gov

Director, CDR Legal Services

Texas General Land Office, Office of General Counsel

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signature

^{DS}

Signature Adoption: Pre-selected Style

Using IP Address: 204.65.210.240

Timestamp

Sent: 7/11/2025 8:51:19 AM

Viewed: 7/11/2025 9:42:08 AM

Signed: 7/12/2025 8:13:13 PM

Ahide Gutierrez

ahide.gutierrez@glo.recovery.texas.gov

Texas General Land Office

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

^{Initial}

Signature Adoption: Pre-selected Style

Using IP Address: 136.226.13.63

Sent: 7/12/2025 8:13:18 PM

Viewed: 7/14/2025 9:55:21 AM

Signed: 7/14/2025 11:08:17 AM

Heather Lagrone

heather.lagrone@glo.recovery.texas.gov

Sr Dep director

Texas General Land Office

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

^{DS}

Signature Adoption: Pre-selected Style

Using IP Address: 2600:387:15:3811::9

Signed using mobile

Sent: 7/14/2025 11:08:22 AM

Viewed: 7/14/2025 1:00:40 PM

Signed: 7/14/2025 1:01:11 PM

Marc Barenblat

marc.barenblat@glo.texas.gov

Deputy General Counsel

Texas General Land Office

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

^{DS}

Signature Adoption: Pre-selected Style

Using IP Address: 136.226.12.176

Sent: 7/14/2025 1:01:16 PM

Viewed: 7/14/2025 2:31:11 PM

Signed: 7/14/2025 3:23:55 PM

Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 136.226.12.204	Sent: 7/14/2025 3:24:00 PM Viewed: 7/14/2025 3:30:43 PM Signed: 7/14/2025 3:30:53 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Adrian Piloto adrian.piloto@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 136.226.13.61	Sent: 7/14/2025 3:30:59 PM Resent: 7/15/2025 9:00:56 AM Resent: 7/17/2025 12:35:33 PM Viewed: 7/17/2025 12:49:43 PM Signed: 7/17/2025 12:50:17 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Bryan Woods cmo@cstx.gov Security Level: Email, Account Authentication (None)		Sent: 7/17/2025 12:50:25 PM Resent: 7/21/2025 11:20:50 AM Resent: 7/24/2025 9:24:47 AM Resent: 7/29/2025 8:21:54 AM Resent: 7/30/2025 8:26:51 AM Resent: 7/30/2025 8:27:34 AM Viewed: 7/30/2025 2:55:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jaynee Williams Jaynee.Williams@glo.texas.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer G. Jones jennifer.jones@glo.texas.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/11/2025 7:51:28 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/11/2025 7:51:28 AM Resent: 7/11/2025 8:51:18 AM
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/11/2025 7:51:29 AM
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/11/2025 7:51:29 AM
Lance White lance.white@glo.texas.gov Manager, Contracts Management Division Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/11/2025 7:51:29 AM
Veronica Rodriguez veronica.rodriguez@glo.texas.gov Contract Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/11/2025 7:51:29 AM
Matthew Anderson matthew.anderson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/12/2025 8:13:19 PM
Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/12/2025 8:13:19 PM

Carbon Copy Events	Status	Timestamp
Esmeralda Sanchez Esmeralda.Sanchez.glo@recovery.texas.gov Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/12/2025 8:13:19 PM
Valerie Cunningham valerie.cunningham.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/12/2025 8:13:19 PM
Debbie Eller deller@cstx.gov Director City of College Station Community Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/17/2025 12:50:23 PM
Vonda White Vonda.White@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mahsa Azadi Mahsa.Azadi@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Garrett Purcell Garrett.Purcell@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Pamela Mathews pamela.mathews.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Jacob Geray jacob.geray.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Nichole Gee nichole.gee.ctr@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/11/2025 7:51:29 AM
Envelope Updated	Security Checked	7/11/2025 8:51:18 AM
Envelope Updated	Security Checked	7/11/2025 8:51:18 AM
Envelope Updated	Security Checked	7/11/2025 8:51:18 AM
Envelope Updated	Security Checked	7/11/2025 8:51:18 AM
Envelope Updated	Security Checked	7/11/2025 1:48:17 PM

Payment Events	Status	Timestamps
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EXHIBIT B

(Please attach any additional requirements for Civil Rights and Citizen Participation)

a) Public Notice.

All public meetings will be advertised in advance via City website, local postings, and/or newspapers. Notices will be made in English and Spanish where applicable.

b) Public Hearings.

A minimum of two public hearings will be conducted each year – one held prior to plan development to solicit input on community needs and funding priorities, and another to present the proposed plan and gather feedback on project allocations.

c) Access & Inclusion.

Meetings will be held in accessible locations and accommodations for persons with disabilities or Limited English Proficiency will be provided upon request.

d) Participation Encouragement.

Special efforts will be made to engage low and moderate-income residents, people with disabilities, and underrepresented groups through outreach, surveys, and targeted invitations.

e) Section 504 Self-Evaluation.

An appointed Section 504 Coordinator shall evaluate current policies and practices for accessibility to persons with disabilities using the City's Section 504 Self-Evaluation Form.

f) Section 504 Grievance/Complaint Procedure.

Residents may submit written complaints using the City's designated Grievance form to the attention of the City Manager's Office within thirty (30) days of alleged discrimination. A civil rights officer will investigate and provide a response within fifteen (15) business days of receipt. Appeals may be filed with the City Manager.



ADA GRIEVANCE FORM

FOR PUBLIC SERVICES

*Title II of the Americans With Disabilities Act,
Section 504 of the 1973 Rehabilitation Act*

**Please complete, sign and submit this form within 60 calendar days
of any grievance to the address at the bottom of the page.**

Full name of person submitting report: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Alternate phone: _____

Email: _____

If you are reporting this grievance on someone else's behalf, please provide their full name:

Please provide a detailed description of your grievance. If applicable, include the date, time, location, city department(s) involved, and the desired remedy you are seeking. Add additional pages if necessary:

Has this grievance been reported to anyone else? If so, to whom?

Signature: _____ **Date:** _____

If you need assistance, require an accessible format, or have questions about this form, please contact the City of College Station ADA Coordinator at **adaassistance@cstx.gov** or **979.764.3509**.

ADA COORDINATOR	
<i>Mailing Address:</i> P.O. Box 9960 College Station, TX 77842	<i>Physical Address:</i> 1101 Texas Ave. College Station, TX 77845

cstx.gov/ada

CITY OF COLLEGE STATION CITIZEN PARTICIPATION PLAN

In accordance with 24 CFR 91 – Consolidated Submission for Community Planning and Development Programs and in furtherance of the City of College Station’s commitment to facilitating the exchange of information between the City and its citizens, the City of College Station has established procedures to provide citizens with a reasonable opportunity to participate in the development of the Citizen Participation Plan, the Consolidated Plan, the Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report..

CITIZEN PARTICIPATION PLAN

The City of College Station is committed to the goal of providing opportunities for citizens to review and comment on the Citizen Participation Plan and any amendments to the Citizen Participation Plan. The following steps will be utilized to meet this goal:

- 1) A public hearing, either in person or virtually, to review the proposed Citizen Participation Plan will be held and copies of the proposed Plan will be available at the public hearing, electronically on the City’s website – Community Development page, in local neighborhood centers, the library, the City Secretary’s Office, and the City of College Station Community Development Office.
- 2) Citizen comment and review of the proposed Citizen Participation Plan will be encouraged by low to moderate income and special needs residents by holding the public hearing in a targeted area that allows easy access by low to moderate income citizens.
- 3) Amendments to the Citizen Participation Plan will be published in the local newspaper and will include a 10-day comment period for citizen input before approval by City Council. The amended Plan will be available for citizen review electronically on the City’s website on the Community Development page, by placing copies in the local library, local neighborhood centers, the City Secretary’s office, and the City’s Community Development office.

All public hearings will be held in facilities that provide adequate accessibility to individuals with disabilities. In the event of a virtual public hearing, services needed by disabled individuals will be provided upon request. Interpretive services for deaf or non-English speaking citizens will be available with an advance notice of forty-eight (48) hours. Arrangements for such services can be made by calling the Community Development Office at 979-764-3778 or (TDD) 1-800-735-2989.

CONSOLIDATED PLAN, ANNUAL ACTION PLAN, & CONSOLIDATED ANNUAL PERFORMANCE & EVALUATION REPORT PARTICIPATION

The City of College Station is committed to providing citizens with the opportunity to participate in the development of the Consolidated Plan, any substantial amendments to the Consolidated Plan, Annual Action Plan, and/or the Consolidated Annual Performance and Evaluation Report. To accomplish these goals, the following procedures will be utilized:

- 1) The City will hold a minimum of two public hearings per year to be conducted at two different stages of the program year. Public hearings will be held in person or virtually. Citizens’ views on housing and community development needs, including priority non-housing needs will be solicited.

The first hearing will be held prior to the development of the plan. The City will engage the community in the process of developing the proposed plan. Engagement will include community partners, stakeholders, and residents to discuss the amount of assistance the City expects to receive, the range of activities that

may be undertaken, and the estimated amount that will benefit low-moderate income persons, including a review of previous program performance.

The second hearing will discuss the proposed plan, including projects expected to be carried out the following year and the allocation of available funding. Residents, partners and stakeholders will be asked to provide comments regarding the proposed plan. Staff will provide a written response to any comments received regarding the proposed Consolidated Plan and any resulting changes to the proposed plan prior to submission to HUD.

- 2) Notice of the public hearings will be placed in the local newspaper at least 2 weeks prior to the hearing and posted on the City's website on the Community Development page. Notices will also be placed on the City's television channel in neighborhood centers and emailed to local agencies providing services to low-moderate income citizens.
- 3) A summary of the proposed Consolidated Plan will be published in the local newspaper. The summary will describe the contents and purpose of the proposed Consolidated Plan and provide the locations where copies of the entire Consolidated Plan may be reviewed.
- 4) Low to moderate income residents and residents with special needs will be encouraged to participate in the development and review of the proposed Consolidated Plan and Annual Action Plan by holding the public hearings in areas that allow easy access by low-income citizens and citizens with special needs and by special outreach programs to be determined by the City.
- 5) A 30-day comment period will be allowed for citizens to comment on the proposed Consolidated Plan. All comments or views of citizens received in writing or orally at the public hearings will be considered in preparing the final Consolidated Plan. A summary of these comments or views, and a summary of any comments or views not accepted and the reason therefore, shall be attached to the final Consolidated Plan.
- 6) A 15-day comment period will be allowed for citizens to comment on the Consolidated Annual Performance and Evaluation Report. A summary of all comments or views of citizens received in writing or orally at public hearings will be attached to the Consolidated Annual Performance and Evaluation Report.
- 7) Substantial amendments to the Consolidated Plan and/or Annual Action Plan will be published in the local newspaper and the amended Plan will be available at the Community Development Office, electronically on the City's website on the Community Development page, local library, neighborhood centers, and the City Secretary's Office for review.
- 8) Citizens will be given a 30 day period to comment on any substantial amendment to the Consolidated Plan and/or Annual Action Plan. All comments of citizens will be considered and a summary of comments or views not accepted and the reasons therefore, will be attached to the amended Consolidated Plan.
- 9) Technical assistance will be provided to any individual or group representing low-to-moderate income individuals or households that request assistance in developing proposals for funding assistance. Proposals must be consistent with the goals and priorities contained in the Consolidated Plan. The level and type of assistance will be determined by the City on a case-by-case basis following applicable procurement requirements.
- 10) The City will provide timely, substantive written response to the respective citizen regarding every written citizen comment related to the Consolidated Plan, Annual Action Plan, substantial amendments, and the Consolidated Annual Performance and Evaluation Report, within fifteen (15) working days, where practical.¹¹⁾ The City will provide citizens, public agencies and other interested parties with reasonable

and timely access to information and records relating to the Consolidated Plan and the use of assistance under the program covered by the Plan during the preceding five (5) years.

- 12) All public hearings will be held in facilities that provide adequate accessibility to disabled individuals. In the event of a virtual public hearing, services needed by disabled individuals will be provided upon request. Interpretive services for deaf or non-English speaking citizens will be available with an advance notice of forty-eight (48) hours. Arrangements for such services can be made by calling the Community Development Office at 979-764-3778 or (TDD) 1-800-735-2989.

DISPLACEMENT INTERVENTION

The City of College Station does not anticipate any displacement of citizens resulting from programs covered by the Consolidated Plan and will take an active role in preventing such displacement, by:

- 1) Thoroughly analyzing projects on a case-by-case basis to determine if any displacement might occur in connection with an individual project.
- 2) Seeking alternatives which could achieve the public purpose without displacement.
- 3) Advising non-resident owners of their responsibilities and potential costs involved with projects resulting in displacement.

In the event that displacement does occur from programs covered by the Consolidated Plan, relocation benefits will be provided to displaced individuals in circumstances covered by the Uniform Relocation and Real Property Acquisition Act of 1970 and 24 CFR 570.104(d), where applicable.

LOCAL DEFINITION OF SUBSTANTIAL CHANGE TO THE CONSOLIDATED PLAN

Amendments to the Consolidated Plan require notice to the public and an opportunity for citizen comment.

Amendments are required whenever a project is deleted or added as required by HUD regulatory requirement.

Amendments are required when there will be a substantial change in the purpose, scope, location or beneficiaries of a project.

Additionally, for the City of College Station Consolidated Plan, a substantial change is defined as each individual budget transfer of more than 15% of the City's total annual Federal allocation reported in the Consolidated Plan that is directed to a different project than originally allocated in the Consolidated Plan.

CITIZEN PARTICIPATION IN THE EVENT OF A LOCAL, STATE, OR FEDERAL DISASTER DECLARATION:

In the event that City facilities are closed to the public, an electronic copy of the document will be the only means for reviewing.

The City will utilize waivers issued by the U. S. Department of Housing and Urban Development as determined necessary to adequately address local needs.

The public comment for the Consolidated Plan, Annual Action Plan, or the Consolidated Annual Performance and Evaluation Report will be limited to electronic submission only to communitydevelopment@cstx.gov.

In the event of a disaster, the length for the public comment period may be shortened to match allowable timespans a prescribed by HUD and as is necessary to meet urgent needs. In this instance, notice regarding public hearing may be shortened to 72 hours.

Amended May 14, 2020

EXHIBIT C
(Please attach Plan GLO Form Appointment of Civil Rights Officer)



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Appointment of Civil Rights Officer

Subrecipient: City of College Station

Contract Number: 24-065-155-F070

Address, City, State, and Zip Code

979-764-3570

Phone Number

Email Address

Civil Rights Officer:

I, John Nichols

Printed Name of Elected Official

do hereby appoint

Bryan Woods

Printed Name of Designated Civil Rights Officer

as the Civil Rights Officer for

The City of College Station

The appointed Civil Rights Officer shall be responsible for the oversight of and compliance with civil rights laws including fair housing, equal opportunity, and Section 504 as required by the Texas General Land Office (GLO) contract identified above. The Civil Rights Officer is responsible for maintaining familiarity with and adhering to all civil rights laws and regulations pertaining to the U.S. Department of Housing and Urban Development (HUD) CDBG-DR and GLO program funding.

The appointed Civil Rights Officer's contact information is:

979-764-3510

Phone Number

bwoods@cstx.gov

Email Address

I acknowledge the appointment and duties of Civil Rights Officer.

Signature of Civil Rights Officer

Date

Appointed **Alternate** Civil Rights Officer for the aforementioned contract. Note that an **Alternate** Civil Rights Officer is optional, but recommended. The appointed **Alternate Civil Rights Officer** is:

Name of Designated Alternate Officer

Phone Number

Email Address

I acknowledge the appointment and duties of Civil Rights Officer.

Signature of Alternate Civil Rights Officer

Date

Signature of Elected Official

Title: (Mayor /
County Judge

Date

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

Exhibit D
(Please attach GLO Form Appointment of Labor Standards Officer)



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Appointment of Labor Standards Officer

Subrecipient:	City of College Station	Contract Number:	24-065-155-F070
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Labor Standards Officer:

I, John Nichols	hereby appoint	Virgil Barton
Name of Mayor/County Judge		Name of Designated Officer

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under Title I of the Housing and Community Development Act of 1974 which requires the payment of Davis-Bacon Act prevailing wage rates (which are determined by the DOL) to all workers on GLO-CDR construction projects exceeding \$2,000 (42 USC §5310) and all other governing regulations.

The appointed Labor Standards Officer's contact information is:

1101 Texas Ave., College Station, TX 77840
Address, City, State, and Zip Code

979-764-3570	vbarton@cstx.gov
Phone Number	Email

Signature of Labor Standards Officer	Date

Appointed **Alternate** Labor Standards Officer for the aforementioned contract. Note that an **Alternate** Labor Standards Officer is optional, but recommended.

The appointed **Alternate** Labor Standards Officer is:

David Brower

Name of Designated Alternate Officer

1101 Texas Ave., College Station, TX 77840
--

Address, City, State, and Zip Code

979-764-3570	dbrower@cstx.gov
Phone Number	Email

I acknowledge the appointment and duties of Labor Standards Officer.

Signature of Alternate Labor Standards Officer	Date

Signature of Elected Official	Title:	Date
(Mayor/County Judge)		

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

November 13, 2025
Item No. 6.13.
On Street Parking Removals

Sponsor: Carl Ahrens, Staff Planner

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing on-street parking for sections of Ascend Lane, Bramber Drive, Brayden Drive, Brianna Loop, Foxglove Court, Houberry Loop, Maycomb Drive, Tradewind Drive, and four Public Alleys located in the Midtown Reserve Subdivision.

Relationship to Strategic Goals:

- Core Services
- Neighborhood Integrity
- Improving Mobility

Recommendation(s): Staff recommends approval of this ordinance.

Summary: In September 2013, Council adopted an amendment to the Subdivision Regulations contained in the Unified Development Ordinance (UDO) by creating a section entitled "Single-Family Residential Parking Requirements for Platting." This section resulted from the efforts of a Joint Neighborhood Parking Task Force, consisting of Council and Planning and Zoning Commission members, which sought solutions to concerns regarding emergency access and on-street parking along residential streets. The section seeks to proactively limit potential issues by providing options for developers of new subdivisions to choose from a menu of residential parking options to include: providing wider streets, narrower streets, standard width streets with parking removal, wide lot frontages, visitor alley-fed off-street parking, or visitor parking areas.

The developers of Greens Prairie Reserve subdivision phase 401B, Charleston Mill Phases 1A and 1B, Pershing Place Phase 1, Ascend at Harvey, Brewster Pointe III, and Midtown Reserve Phases 104, 105, 109, and 112 chose to construct standard-width residential streets and standard-width public alleys and remove some on-street parking to comply with the Single-Family Residential Parking Requirements for Platting section. The no-parking signs were installed with the construction of the streets. The final plats for these phases were approved by the Planning and Zoning Commission and have been filed for record at the Courthouse. This ordinance will formally implement the parking removal as proposed by the developer with the plat of the property.

The proposed ordinance provides no parking anytime on both sides of Ascend Lane, between Etonbury Avenue and Brewster Drive on the southeast side of Bramber Drive, between Brianna Loop and Brianna Loop on the southwest side of Brayden Drive, between Towers Parkway and Brayden Drive on the northwest side of Brianna Loop, between Brayden Drive and Towers Parkway on the northeast side of Brianna Loop, around the cul-de-sac only of Foxglove Court, between Brewster Drive and Brewster Drive on the northeast and southwest sides of Houberry Loop, between General Parkway and General Parkway on both sides of Maycomb Drive, between the public alley and Bramber Drive on the southeast and southwest sides of Tradewind Drive, between Toledo Bend

Drive and Toledo Bend Drive on both sides of the Public Alley, between Toledo Bend Drive and Double Mountain Road on both sides of the Public Alley, between Amistad Loop and Amistad Loop on both sides of the Public Alley, and between Amistad Loop and Amistad Loop on both sides of the Public Alley.

Budget & Financial Summary:

Attachments:

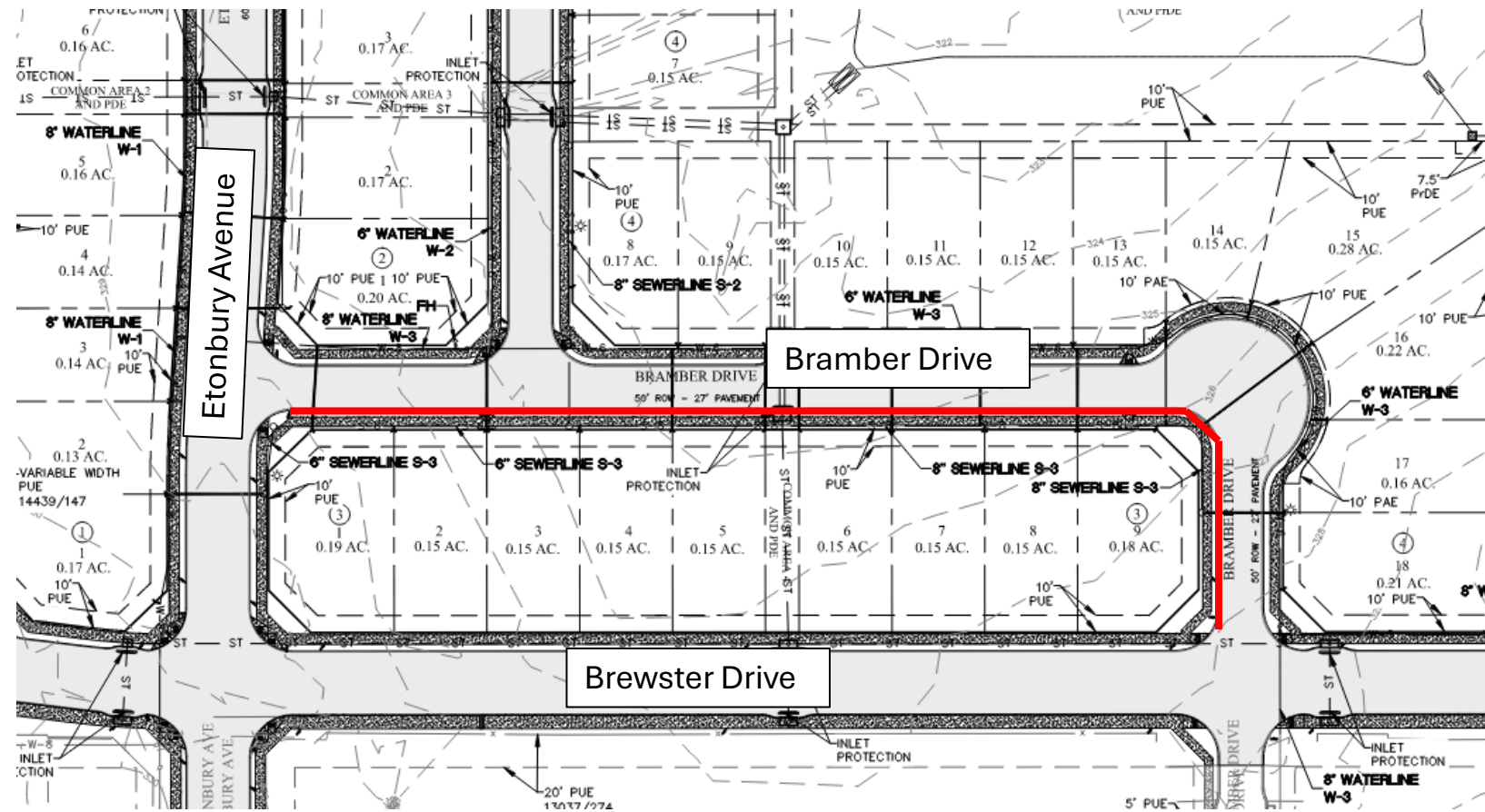
1. City Council Nov13 Parking Removal Exhibit
2. Parking Removal Ordinance

On-Street Parking Removals

City Council November 13, 2025

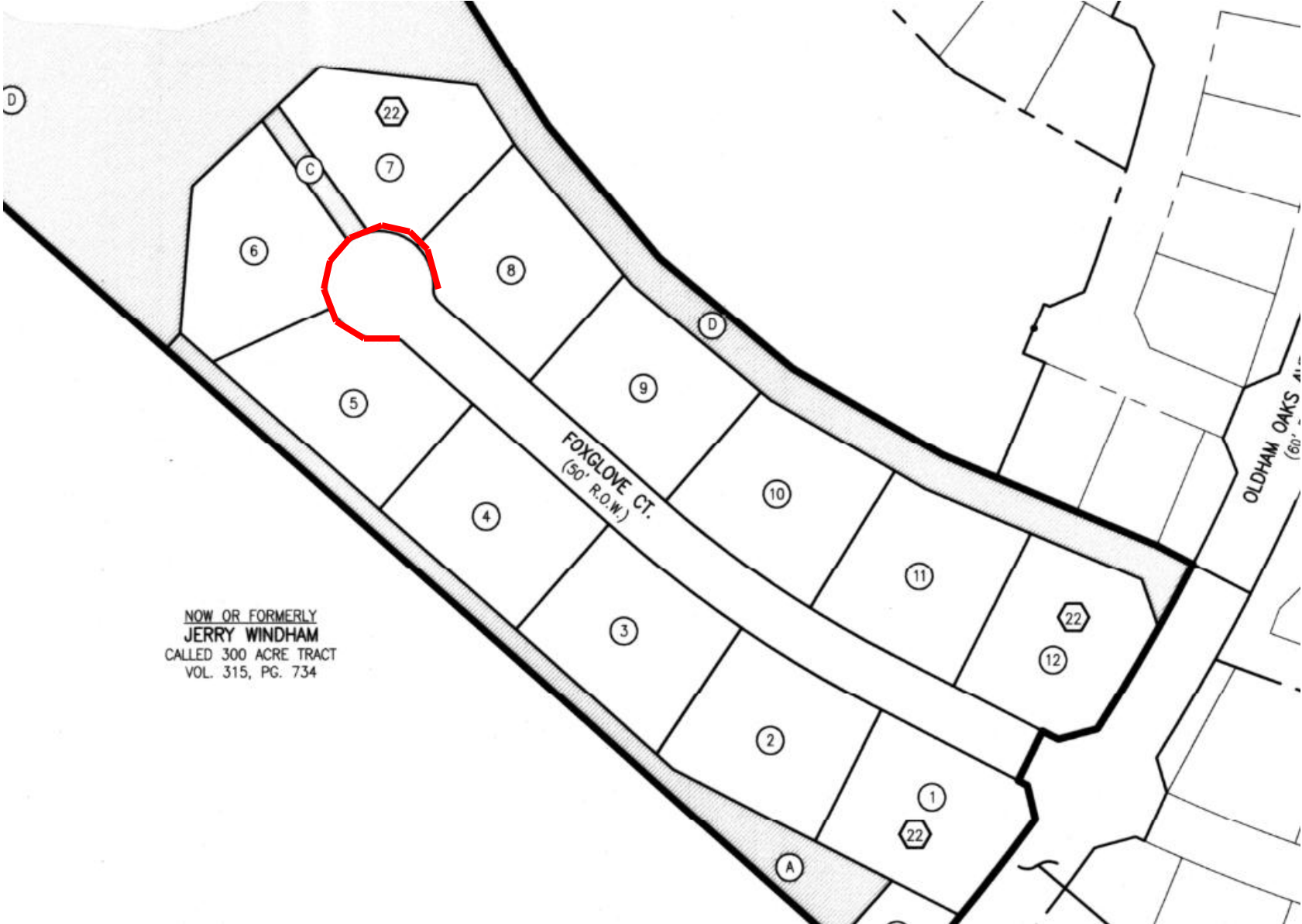
Parking
Removal

Brewster Pointe III



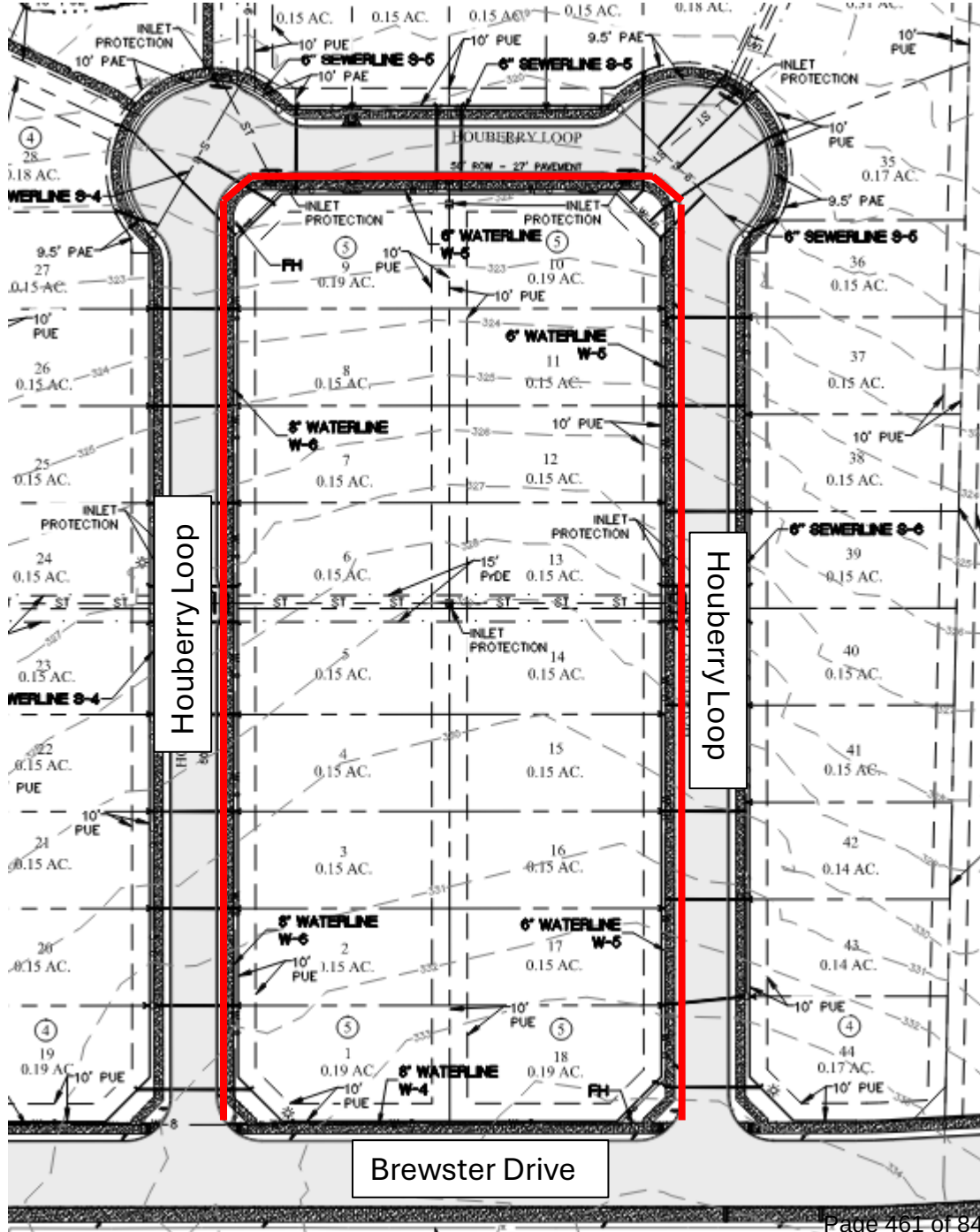
Parking
Removal

Greens Prairie
Reserve Sec 4 Phase
401B



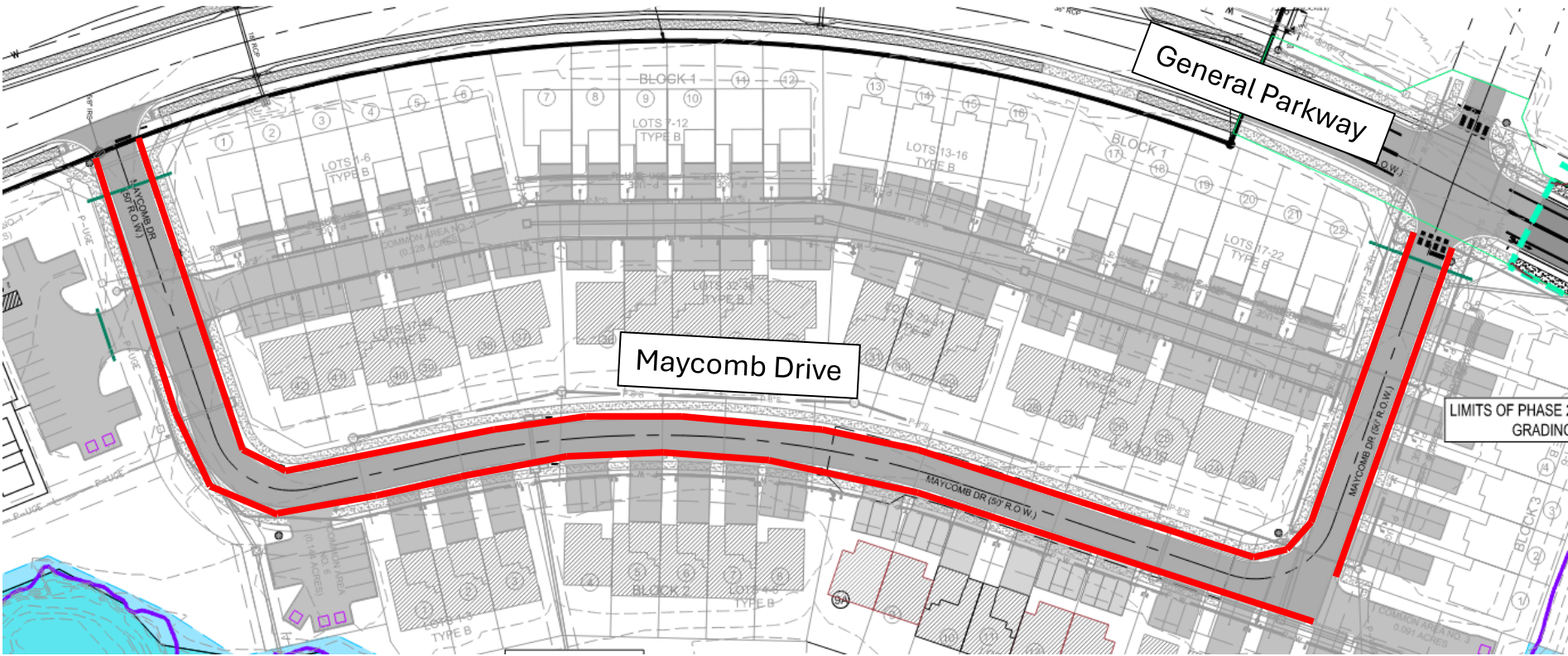
Parking
Removal

Brewster Pointe III



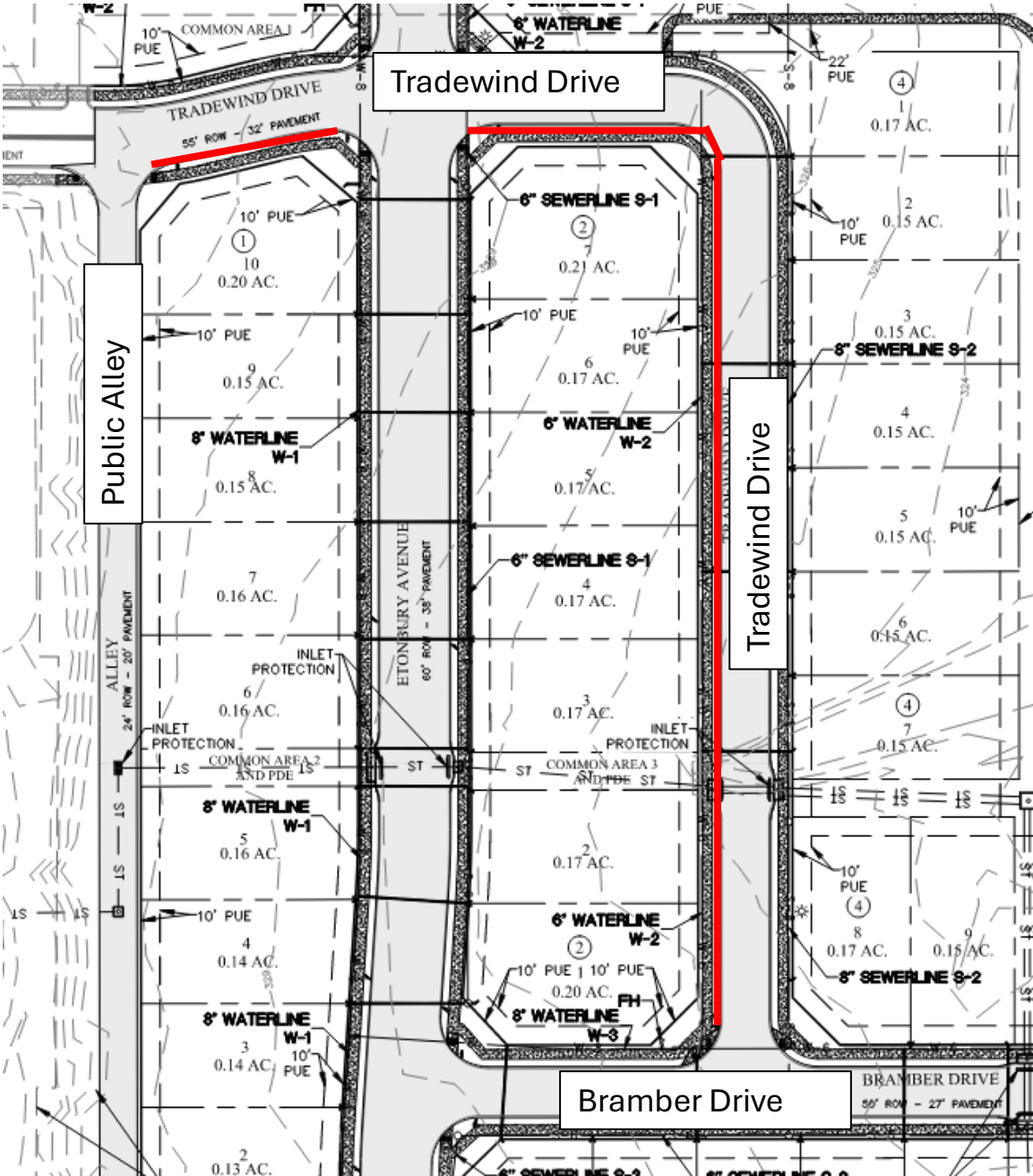
Parking
Removal

Charleston Mill
Subdivision Phase 1A
& 1B



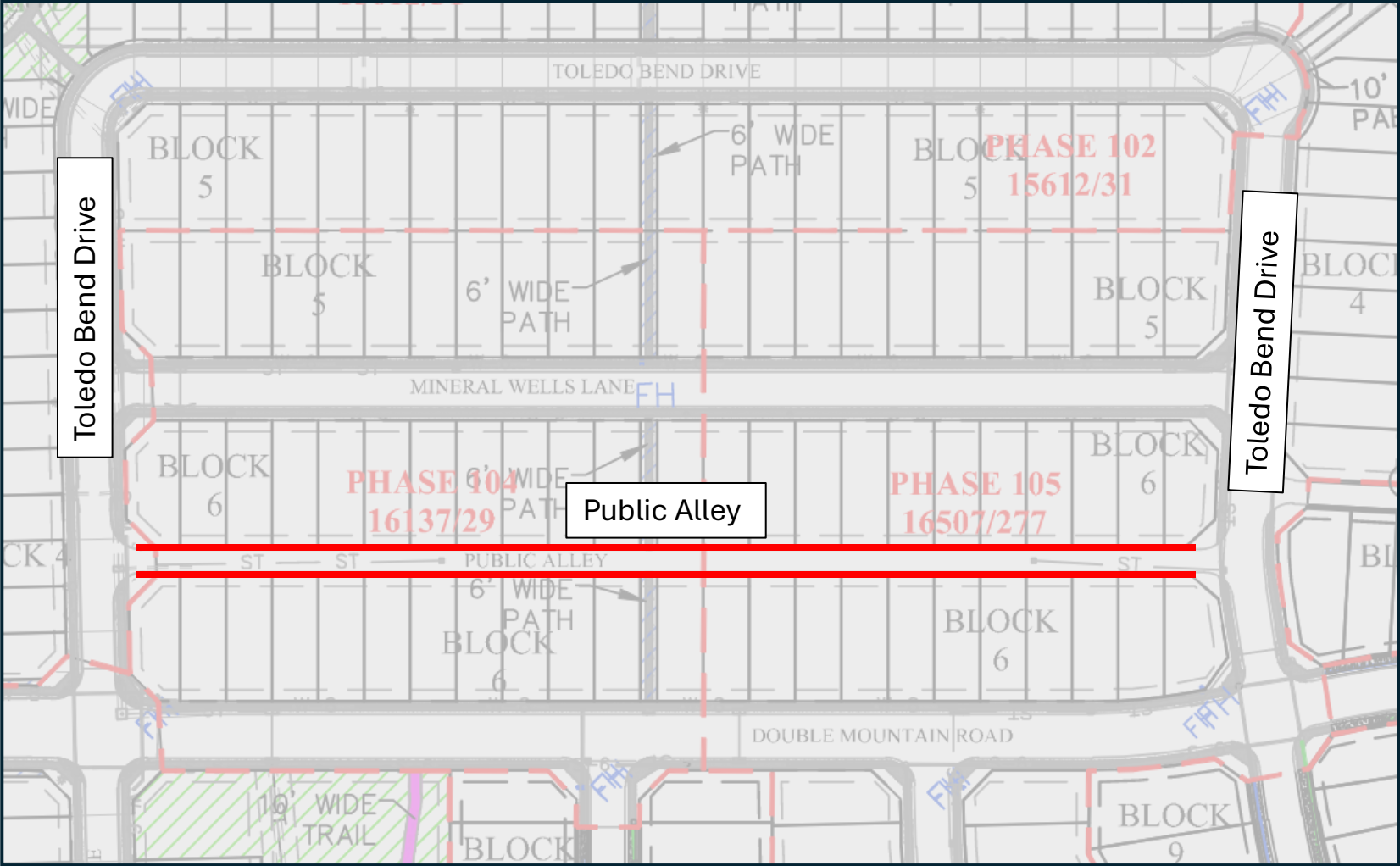
Parking
Removal

Brewster Pointe III

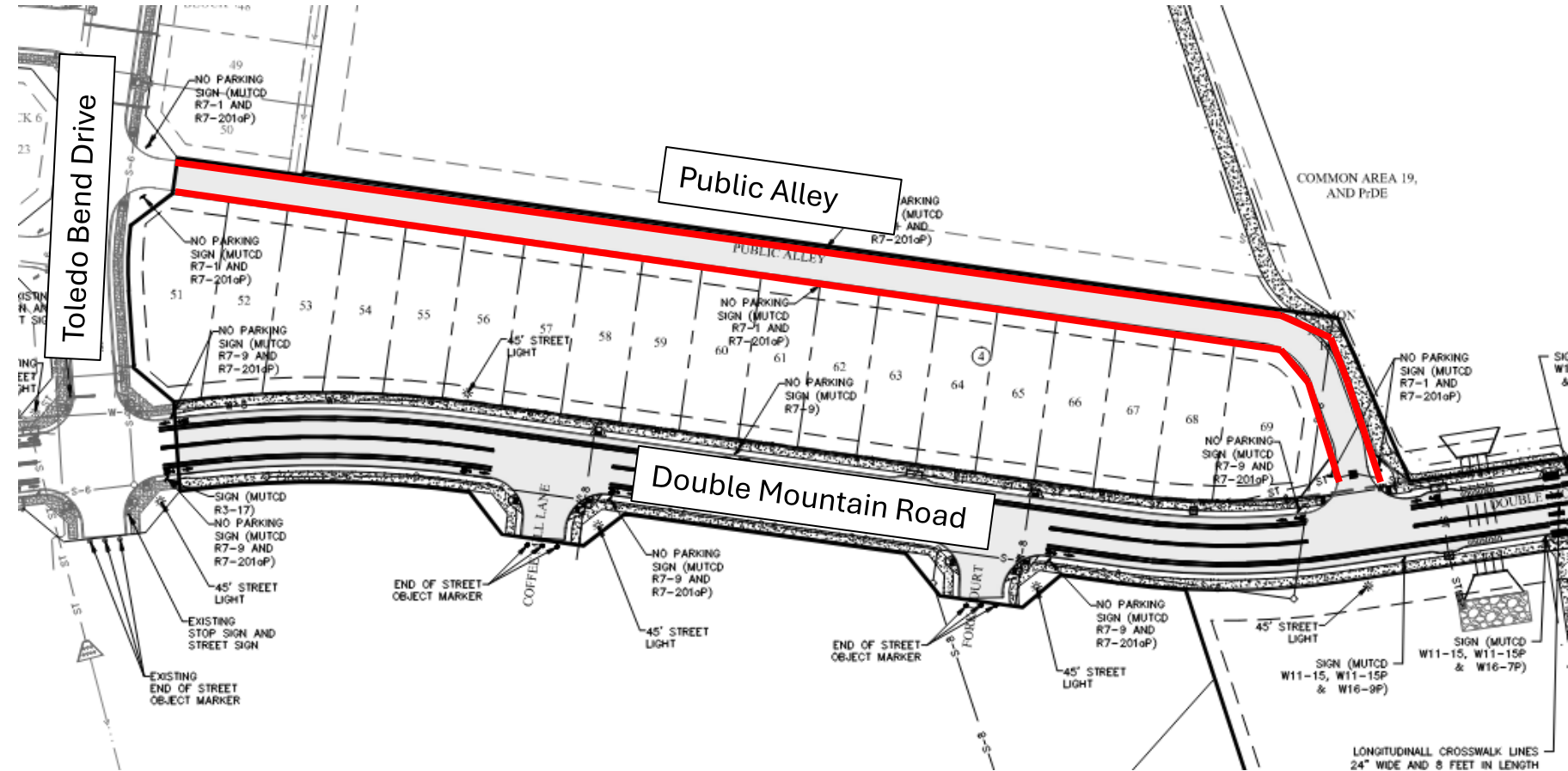
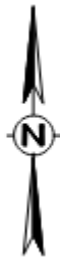


Parking
Removal

Midtown Reserve
Subdivision Phases
104 and 105

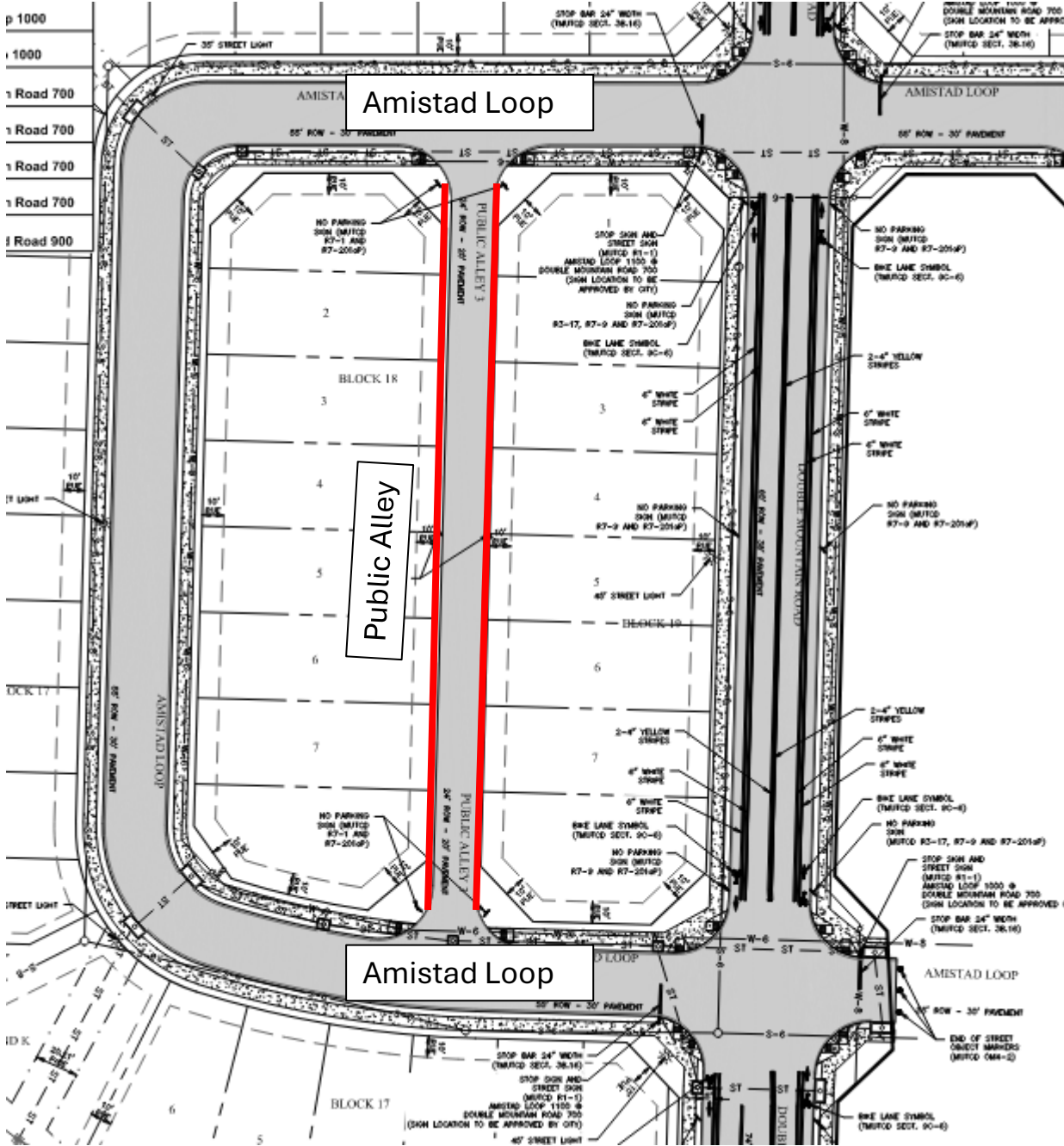


Midtown Reserve Subdivision Phases 109 and 112



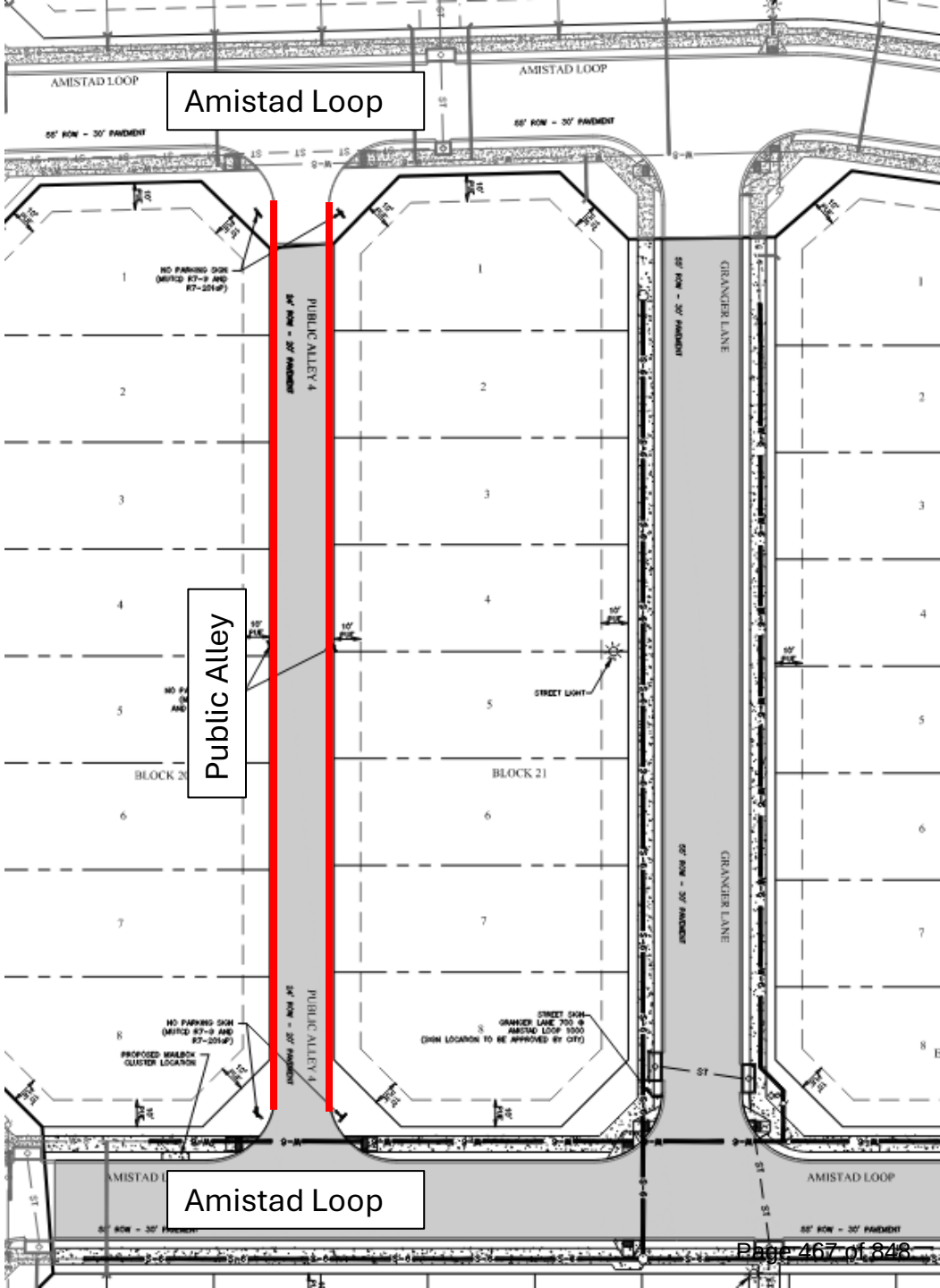
Parking
Removal

Midtown Reserve
Subdivision Phase
200



Parking
Removal

Midtown Reserve
Subdivision Phase
201



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1014 “TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING AT ANY TIME,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PARKING ON ASCEND LANE, BRAMBER DRIVE, BRAYDEN DRIVE, BRIANNA LOOP, FOXGLOVE COURT, HOUBERRY LOOP, MAYCOMB DRIVE, TRADEWIND DRIVE, AND FOUR PUBLIC ALLEYS LOCATED IN THE MIDTOWN RESERVE SUBDIVISION AND BY AMENDING CERTAIN SECTIONS AS SET FORTH BELOW, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time,” 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 upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). 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 13th day of November, 2025.

ATTEST:

APPROVED:

ORDINANCE NO. _____

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38, “Traffic and Vehicles,” Article VI. “Traffic Schedules”, Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time,” is hereby amended **by adding the following:**

<i>Traveling on</i>	<i>Between</i>	<i>Travel Direction</i>	
Ascend Lane	293 feet northwest of Harvey Road and Ascend Lane	All Directions	No parking any time
Bramber Drive	Etonbury Avenue and Brewster Drive	Northeast	No parking any time
Brayden Drive	Brianna Loop and Brianna Loop	East	No parking any time
Brianna Loop	Towers Parkway and Brayden Drive	Southwest	No parking any time
Brianna Loop	Brayden Drive and Towers Parkway	Northeast	No parking any time
Foxglove Court	Around the cul-de-sac bulb only	Northwest	No parking any time
Houberry Loop	Brewster Drive and Brewster Drive	Northwest/Southeast	No parking any time
Maycomb Drive	General Parkway and General Parkway	All Directions	No parking any time
Tradewind Drive	Public Alley and Bramber Drive	Northeast/Southeast	No parking any time
Public Alley	Toledo Bend Drive and Toledo Bend Drive	All Directions	No parking any time
Public Alley	Toledo Bend Drive and Double Mountain Road	All Directions	No parking any time
Public Alley	Amistad Loop and Amistad Loop	All Directions	No parking any time
Public Alley	Amistad Loop and Amistad Loop	All Directions	No parking any time

November 13, 2025

Item No. 6.14.

General Services Contract with Paragon Sports Constructors, LLC

Sponsor: Gene Ballew, Assistant Director Parks & Recreation

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with Paragon Sports Constructors, LLC for Little League and Senior League field redevelopment at Brian Bachmann Community Park in the amount of \$137,500 plus the City's contingency in the amount of \$13,750 for a total appropriation of \$151,250.

Relationship to Strategic Goals:

Recommendation(s):

Summary: During the recent construction activities at the Little League 4-plex and Senior League 2-plex within Brian Bachmann Community Park, the playing fields experienced more damage than originally anticipated due to prolonged inclement weather earlier this summer.

To ensure the highest quality playing surfaces for the community, staff is proposing to utilize the Field Redevelopment money budgeted in FY26 (PK2500), which is included in the Parks CIP to perform improvements to the Little League 4-plex infield areas.

The proposed renovation will include full soil preparation, grading, and new sod installation. The Field Redevelopment project is funded with sports organization user fees rather than General Fund tax dollars, is specifically designated for projects that reinvest in athletic playing surfaces throughout the City's parks system.

This project includes major improvements to the Little League 4-plex (fields 1-4) infield areas, including soil preparation, grading, drainage improvements, and sod installation. Minor improvements will be made to the Senior League 2-plex (fields 5-6).

Budget & Financial Summary: Funding for this project will be provided through the Parks CIP, (Project PK2500).

Attachments:

1. Construction Contract



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300123 PROJECT #: PK1014 BID/RFP/RFQ#: N/A

Project Name / Contract Description: Bachmann Park Infield Renovations
(BuyBoard # 737-24)

Name of Contractor: Paragon Sports Constructors, LLC

CONTRACT TOTAL VALUE: \$ 137,500 **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)

Contract is for Bachmann Park Infield Renovations. This project is time-sensitive due to the nature of sod installation and the growing season.

Purchase/Services will be made through BuyBoard Contract 737-24. Purchasing through a cooperative or "interlocal contract" satisfies the Texas

Texas state law requirement of local government to seek competitive procurement for the purchase of goods and services.

Funding: (PK1014-MISC.) 41389971-6562

(If required)*
CRC Approval Date*: N/A **Council Approval Date*:** 11/13/25 **Agenda Item No*:**

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: DDV **Performance Bond:** JU **Payment Bond:** JU **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

Gene Ballen 11/6/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

[Signature] 11/6/2025
ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A
MAYOR (if applicable) DATE

N/A
CITY SECRETARY (if applicable) DATE

**CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT**

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and Paragon Sports Constructors, LLC (the "Contractor") for the construction and/or installation of the following:
Bachmann Park Infield Renovations (BuyBoard # 737-24).

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: Thirteen Thousand Seven Hundred Fifty and 00 /100 Dollars (\$ 13,750.00).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: One Hundred Thirty-Seven Thousand Five Hundred and 00 /100 Dollars (\$ 137,500.00).

1.07 Contract Documents. The term "Contract Documents" shall mean those documents listed in Section 2.01.

1.08 Contractor. The term "Contractor" shall mean the person(s), partnership, or corporation who has agreed to perform the Work contemplated in this Agreement and the other Contract Documents.

1.09 Contractor's Proposal. The term "Contractor's Proposal" shall mean the document provided by the Contractor in response to, and shall include all information required by the City's Request for Proposal/Invitation to Bid for the Project.

1.10 Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing **prior** to the work being done by the Contractor.

1.11 Final Completion. The term "Final Completion" shall mean that all the Work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.12 Hazardous Substance. The term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which is defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

1.13 Environmental Laws. The term "Environmental laws" shall mean collectively, any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws.

1.14 Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.15 Nonconforming work. The term "nonconforming work" shall mean Work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

1.16 Parties. The "parties" are the City and the Contractor.

1.17 Project. The term "Project" shall mean the construction of an improvement to real property where the Work comprises either whole or a part of such construction and which may include construction by the City or separate contractors.

1.18 Project Manager. The term "Project Manager" shall mean the Contractor's Project Manager. The Project Manager shall assist the City in performing various administrative and oversight duties relating to the Work, subject to limitations in authority that must be verified by Contractor.

1.19 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.20 Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the Work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.21 Work. The term "Work" as used in this Agreement shall mean the construction and services required by the Contract Documents and Exhibits, including any duly authorized change orders, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project. The Work includes but is not limited to all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and all other items needed to produce, construct, and fully complete the Project.

1.22 Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

2.01 The Contract Documents and their priority shall be as follows:

- (a) This signed Agreement.
- (b) Addendum to this Agreement.
- (c) General Conditions, as may be applicable.
- (d) Special Conditions, as may be applicable.
- (e) Specifications, including the technical specifications set out at BCS Unified Design Guidelines ("Specifications").
- (f) Plans.
- (g) Instructions to Bidders and any other notices to Bidders or Contractor.
- (h) Performance bond, Payment bonds, Bid bonds and Special bonds.
- (i) Contractor's Proposal.

2.02 Where applicable, the Contractor will be furnished three (3) sets of plans, specifications, and related Contract Documents for its use during construction. Plans and Specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03 The Contractor shall distribute copies of the Plans and Specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the Plans and Specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the Work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04 All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the Plans and Specifications and "as built" drawings, are to be returned to the City on request at the completion of the Work. All Contract Documents, models, mockups, or other representations are the property of the City.

2.05 In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this Section 2.05, however, shall not relieve the Contractor of any of the obligations set forth in Sections 8.01. and 8.02 of this Agreement.

3. AWARD OF CONTRACT

3.01 Upon the notice of intent to award of the contract by the City, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02 Time is of the essence of this Agreement. Accordingly, the Contractor shall be prepared to perform the Work in the most expedient and efficient possible manner in order to complete the Work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the City's written notice to proceed. **The notice to proceed may not be given, nor may any Work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Sections 27 and 28 (Insurance & Bonds).**

4. CITY'S REPRESENTATIVE

4.01 The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02 The City's Representative may periodically review and inspect the Work of the Contractor.

4.03 The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the Work performed under this Agreement and ensure that said Work is performed in accordance with the Plans and Specifications.

4.04 The City's Representative shall interpret questions concerning the Contract Documents. The City's inspector has authority to reject any of the Work for failure to comply with the Contract Documents and/or applicable laws.

4.05 Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

5.01 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the Work. The Contractor shall have ultimate control over the execution of the Work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

5.02 Standard of Care. The Work shall be performed in a good and workmanlike manner, and in accordance with this Agreement, and all applicable laws, codes, and regulations. The construction of the Project is subject to amendments and adjustments to the Contract required by any applicable changes in regulations or requested or approved by in writing by the City. If at any time during the progress of the Work the Contractor becomes aware of any errors or omissions in the Plans or Specifications for this Project or that the Agreement deviates from applicable legal requirements, Contractor shall promptly provide written notice thereof to the City. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

5.03 The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the Work and fulfillment of this Agreement. The Contractor shall be responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project site during the progress of the Work, including at all times subcontractors are present at the Project site, a competent English speaking Project Manager and/or superintendent and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager and/or superintendent shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.04 Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the Work by the Contractor. Any additional work, material, or equipment needed to meet the intent of this provision shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

5.05 Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the Project are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the Project and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01 It is understood and agreed that the Contractor has, by careful examination, studied and compared the Plans and other Contract Documents, satisfied itself as to the nature and location of the Work, the conditions of

the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the Work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any Work that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02 Any design errors or omissions noted by the Contractor shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03 If the Contractor fails to perform the obligations of Sections 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01 Prior to the commencement of the Work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

(a) Schedule for performance of the Work ("Construction Schedule"). Project Schedule contemplated, including the starting and ending date, as well as an indication of the completion of stages of Work hereunder. Such document, once approved by the City and, if applicable, the City's Consultant shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit E**. If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance. The Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Contractor shall submit an updated Construction Schedule that reflects changes authorized by approved change orders. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be submitted with each pay application, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

(b) The names and addresses of all proposed subcontractors in writing.

- (c) Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.
- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof, including PDF/electronic versions and CAD files.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02 The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01 The Construction Schedule shall be in a detailed precedence-style critical path method ("CPM") or primavera-type format satisfactory to the City and the Consultant. The Construction Schedule shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance.

10.02 Further, the parties shall be subject to the following:

- (a) The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.
- (b) City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.
- (c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.
- (d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.
- (e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03 The process of approving the Construction Schedule and updates to the Construction Schedule shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Construction Schedule. Approval of the Construction Schedule does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the City of any delays or potential delays. In the event the Construction Schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any adjustment to the Construction Schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04 The Contractor shall also prepare a submittal schedule promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Consultant's approval. The Consultant's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (i) be coordinated with the Contractor's Construction Schedule; and (ii) allow the Consultant reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

10.05 In the event the City determines that the performance of the Work, as of a Milestone Date or otherwise, has not progressed or reached the level of completion required by the Contract Documents, the City shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

(a) The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the City under or pursuant to this Subsection.

(b) The City may exercise the rights furnished the City under or pursuant to this Subsection as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

10.06 Work Stoppage. If in the judgment of either the City or City's Representative any of the Work or materials furnished is not in strict accordance with this Agreement or any portion of the Work is being performed

so as to create a hazardous condition, they may, in their sole discretion, order the Work of the Contractor or any subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01 Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02 The Contractor shall be responsible for all power, light, and water required to perform the Work.

11.03 Throughout the progress of the Work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the Work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04 Layout of Work. Except as specifically provided herein, the Contractor shall lay out all Work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all Work in accordance with the Plans and Specifications.

11.05 Lines and Grades. All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the Work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06 The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the City and the Consultant any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor acknowledges the City does not represent nor warrant the accuracy or completeness of information provided by the City related to existing conditions and locations of existing utilities and services. Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to

access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

11.07 Contractor's Structures. The building or locating of structures or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.08 The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.09 City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. In the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.10 When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01 Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02 All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03 Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04 Materials and supplies shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

12.06 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

12.07 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

12.08 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

12.09 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

12.10 The Contractor shall review for compliance with the Contract Documents, approve and submit to the City's Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the City's Consultant or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors.

12.11 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the City and City's Consultant that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

12.12 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the City's Consultant.

12.13 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the City's Consultant in writing of such deviation at the time of submittal and (1) the City's Consultant has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the City's Consultant's approval thereof.

12.14 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City's Consultant on previous submittals. In the absence of such written notice, the City's Consultant's approval of a resubmission shall not apply to such revisions.

12.15 Contractor shall be liable for and the City may withhold from Contractor's payments any amount of additional fees charged by City's Consultant for excessive resubmittal review.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01 The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02 The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the Work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the Work will be ready for observation.

13.03 The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the Plans, Specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if said work is in accordance with the -Plans, -Specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04 City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01 All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the Work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02 If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

14.03 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the City's Consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01 The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02 Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the Work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. Contractor's subcontract agreement shall provide that subcontractors shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the Contractor, by these Documents, assumes toward the City and Consultant. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01 The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Agreement. The Contractor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02 Progress Payment Applications. The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require ("Schedule of Values"). The Schedule of Values shall not overvalue early job activities and shall follow the trade divisions of the Specifications so far as possible. Modifications must be approved by City. This schedule, unless objected to by the City, shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit F**. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or modification, an updated Project Schedule and a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the *preceding* month. The statement shall also include the value of all materials

not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

16.03 Progress Payments. On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Section 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of Work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the Work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

☒ **16.04 Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

OR:

☐ **16.04 Retainage.** This section has been removed. No retainage will be deducted.

16.05 If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06 Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07 The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the Work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09 Unless otherwise provided in the Contract Documents:

- (a) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and
- (c) Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 16.9(a) and (2) changes in the Contractor's costs under Section 16.9(b).

16.10 Suspension of Payments. The City, at any time, may suspend monthly progress payments on the Work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the Work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the Work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

16.11 Withhold Funds. Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Section 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.
- (b) Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.
- (c) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (d) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (f) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (g) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (h) City's determination of an amount of liquidated damages.
- (i) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (j) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.
- (k) Corrections of mistakes, errors and overpayments in relation to prior pay applications and payments.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

16.12 Virtual Payment Method. For increased payment and financial information security, the Contractor must use the City's approved virtual payment card system or digital payment system for all payments, storing, and modifications of financial information used for City payments to the Contractor. Any related reasonable fees paid by the Contractor for use of the virtual payment card system or digital payment system may be passed through to the City.

17. EXTRA WORK CHARGES

17.01 No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02 City Manager Approval. When the original contract amount plus all change orders is **One Hundred Thousand Dollars (\$100,000)** or less, the City Manager or his designee may approve the written change order in accordance with 17.03 below, provided the change order does not increase the total amount set forth in the Contract to more than **One Hundred Thousand Dollars (\$100,000)**. For such contracts, when a change order results in a total contract amount that exceeds **One Hundred Thousand Dollars (\$100,000)**, the City Council of the City must approve such change order prior to commencement of the services or work.

☒ **17.03** For "Extra Work", as defined in this Agreement and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original Contract price may not be increased by more than **twenty-five percent (25%)**. Written change orders that do not exceed **twenty-five percent (25%)** of the original Contract Amount may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

OR:

☐ **17.03** For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in this Agreement and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of \$1 million or more may not be increased by more than **twenty-five percent (25%)**. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than \$1 million increases the Contract Amount to \$1 million or more, subsequent change orders may not increase the revised Contract Amount by more than **twenty-five percent (25%)**. Written change orders may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be

included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

17.04 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the Work shall not excuse the Contractor from performing all the Work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the Work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the Work and the Contractor shall assume and pay the costs of the performance of the Work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the Work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost (as defined in subsection (g) below) of the Work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) Method C - Actual Field Costs. The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, workers' compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

- (1)** No indirect or consequential damages will be allowed.
- (2)** All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.
- (3)** Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4)** The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01 The date of beginning, the time for Substantial Completion and Final Completion of Work as specified in this Agreement are of the essence of this Agreement.

18.02 The Work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03 The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid calendar days for the time within which it shall reach Substantial Completion of the Project.

18.04 The Work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01 The Contractor shall notify City's Representative when, in the Contractor's opinion, the Contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the Work has been Substantially Completed, City's Representative shall inspect the Work for the preparation of a final punch list.

(a) If City's Representative and the City find that the Work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the Work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the Work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02 The Substantial Completion of the Work shall not excuse the Contractor from performing all of the Work, whether of a minor or major nature, necessary for Final Completion and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01 Contractor shall notify the City's Representative when it believes that the Work has reached Final Completion as defined in this Agreement. If the City's Representative and the City accept and deems such Work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02 The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03 Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any such defects and pay for any damage to other work which may appear after final acceptance of the Work.

21. DELAYS

21.01 The Contractor, in undertaking to complete the Work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such Work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02 The City may, in its sole discretion, delay the Work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Section 22 to offset for such stoppage of the Work.

21.03 No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (i) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an

increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in Section 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

21.04 In the event of delays resulting from changes ordered in the Work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the Work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

22.01 The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the Work has been delayed by one or more of the following:

- (a) An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (b) By changes ordered in the Work, or reductions thereto approved in writing;
- (c) By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); or
- (d) By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

22.02 If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01 The time for the Substantial and Final Completion of the Work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages

that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of Two Hundred 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

**PARAGON SPORTS
CONSTRUCTORS, LLC**

By: William Chaffe

Printed Name: William Chaffe

Title: President

Date: 11/6/2025

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Jim Enste

Assistant City Manager/CFO

Date: 11/6/2025

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20250007 09/19/2025

Superseded General Decision Number: TX20240007

State: Texas

Construction Type: Heavy

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, McClennon and Williamson Counties) 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.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	09/19/2025

* 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. PB11509802322

THE STATE OF TEXAS

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THE COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Paragon Sports Constructors, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto Philadelphia Indemnity 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 Thirty-Seven Thousand Five Hundred and 00 /100 Dollars (\$ 137,500.00) 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 Bachmann Park Infield Renovations (BuyBoard # 737-24)

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. PB11509802322

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

Paragon Sports Constructors, LLC
(Name of Contractor)

By: Ashley Reyes

Name: Ashley Reyes

Title: Contract Administrator

Date: 11/13/25

By: Deane Dakman

Name: Deane Dakman

Title: CFO

Date: 11/13/25

FOR THE SURETY:
ATTEST/WITNESS (SEAL)

By: Denise Rangel

Name: Denise Rangel

Title: Administrative

Date: 11/13/25

Philadelphia Indemnity Insurance Company
(Full Name of Surety)

One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004
(Address of Surety for Notice)

By: Fred A. Thetford, IV

Name: Fred A. Thetford, IV

Title: Attorney-in-Fact

Date: 11/13/25

FOR THE CITY:

REVIEWED:

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:**

City Attorney

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

TEXAS STATUTORY PAYMENT BOND

Bond No. PB11509802322

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

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THAT WE, Paragon Sports Constructors, LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania, 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 Thirty-Seven Thousand Five Hundred and 00 /100 Dollars (\$ 137,500.00) 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 13 day of November, 2025, for Bachmann Park Infield Renovations (BuyBoard # 737-24)

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. PB11509802322

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

Paragon Sports Constructors, LLC
(Name of Contractor)

By: Ashley Reyes

Name: Ashley Reyes

Title: Contract Administrator

Date: 11/13/25

By: Jeanne Oakman

Name: Jeanne Oakman

Title: CFO

Date: 11/13/25

FOR THE SURETY:
ATTEST/WITNESS (SEAL)

Philadelphia Indemnity Insurance Company
(Full Name of Surety)

By: Denise Rangel

Name: Denise Rangel

Title: Administrative

Date: 11/13/25

One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004
(Address of Surety for Notice)

By: Fred A. Thetford, IV

Name: Fred A. Thetford, IV

Title: Attorney-in-Fact

Date: 11/13/25

FOR THE CITY:

REVIEWED:

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:**

City Attorney

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jared Young, Fred A. Thetford, Jr., Tom Young, and/or Fred A. Thetford IV of Contract Bond Agency, LLC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

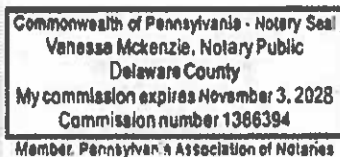


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20____.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the Surety's toll free telephone
number for information or to make a
complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity
Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety

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:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: 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 Surety 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.

ADVISO IMPORTANTE

Para obtener informacion o para someter una
queja: Usted puede llamar al numero de
telefono gratis de para informacion o para
someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia
Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety

Puede comunicarse con el Departamento de
Seguros de Texas para obtener informacion
acerca de companias, coberturas, derechos
o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros
de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: 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 Surety 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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest Dallas /CL 14241 Dallas Pkwy STE 700 Dallas, TX 75254 214 443-3100	CONTACT NAME: Dallas Fierro PHONE (A/C, No, Ext): 214 443-3100 FAX (A/C, No): 214 443-3900 E-MAIL ADDRESS: dallas.fierro@usi.com																					
INSURED Paragon Sports Constructors, LLC 5001 Saunders Road Fort Worth, TX 76119	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : Cincinnati Casualty Company</td><td>28665</td></tr> <tr> <td colspan="2">INSURER B : Cincinnati Insurance Company</td><td>10677</td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Cincinnati Casualty Company		28665	INSURER B : Cincinnati Insurance Company		10677	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			EPP0650211	06/01/2025	06/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			EPP0650211	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			EPP0650211	06/01/2025	06/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
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	EWC0650214	06/01/2025	06/01/2026	☒ 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
A	Leased/Rented Equipment Installation Fltr			EPP0650211	06/01/2025	06/01/2026	\$500,000 Per Occurrence \$500,000 Max Per Item \$2,500,000 Per Project

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto Liability policies Include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability, Auto Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. The General Liability and Auto Liability policies (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of College Station Risk Management Department 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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DESCRIPTIONS (Continued from Page 1)

contain a special endorsement with "Primary and Noncontributory" wording.
Umbrella Policy is Follow Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS CHANGES - CANCELLATION
AND NONRENEWAL PROVISIONS FOR
CASUALTY LINES AND
COMMERCIAL PACKAGE POLICIES**

This endorsement modifies insurance provided under the following Monoline Policy:

CHEMICAL DRIFT LIMITED LIABILITY COVERAGE PART
CINCINNATI CYBER DEFENSE™ COVERAGE PART
CINCINNATI DATA DEFENDER™ COVERAGE PART
CINCINNATI NETWORK DEFENDER™ COVERAGE PART
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART CLAIMS-MADE
CONTRACTOR'S LIMITED POLLUTION LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
FARM COVERAGE PART - FARM LIABILITY COVERAGE FORM
GOLF COURSE CHEMICAL APPLICATION LIMITED LIABILITY COVERAGE PART
HOLE-IN-ONE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART (NON-MEDICAL)
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

CHEMICAL DRIFT LIMITED LIABILITY COVERAGE PART
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL OUTPUT COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART CLAIMS-MADE
CONTRACTOR'S LIMITED POLLUTION LIABILITY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
FARM COVERAGE PART
GOLF COURSE CHEMICAL APPLICATION LIMITED LIABILITY COVERAGE PART
HOLE-IN-ONE COVERAGE PART
INTERNET LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MACHINERY AND EQUIPMENT COVERAGE PART
POLLUTION LIABILITY COVERAGE PART

**PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 PROFESSIONAL LIABILITY COVERAGE PART (NON-MEDICAL)
 PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
 PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**

A. Paragraph **2.** of the **CANCELLATION** contained in **IL 00 17 Common Policy Conditions** is replaced by the following:

2. We may cancel this policy:

- a.** By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the First Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

- b.** For the following reasons, if this policy does not provide coverage to a governmental unit as defined under 28 TEX. ADMIN. CODE. Section 5.7001 or on one-and two-family dwellings.

The permissible reasons for cancellation are as follows:

- (1)** If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
- (2)** If this policy has been in effect for more than 60 days, or if it is a renewal, we may cancel only for one or more of the following reasons:
 - (a)** Fraud in obtaining coverage;
 - (b)** Failure to pay premiums when due;
 - (c)** An increase in hazard within the control of the insured

which would produce an increase in rate;

- (d)** Loss of our reinsurance covering all or part of the risk covered by the policy; or
- (e)** If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

- c.** For the following reason, if this policy provides coverage to a governmental unit as defined under 28 TEX. ADMIN. CODE Section 5.7001 or on one- and two-family dwellings:

- (1)** If this policy has been in effect for less than 90 days, we may cancel coverage for any reason.

- (2)** If this policy has been in effect for 90 days or more, or if it is a renewal, we may cancel coverage only for the following reasons:

- (a)** If the first named insured does not pay the premium or any portion of the premium when due;
- (b)** If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
- (c)** If the Named Insured submits a fraudulent claim; or
- (d)** If there is an increase in the hazard within the control of the named insured which would produce an increase in rate.

B. The following condition is added and supersedes any provision to the contrary:

NONRENEWAL

- 1.** We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to

renew this policy solely because the policyholder is an elected official.

- 2.** This Paragraph, **2.**, applies unless the policy qualifies under Paragraph **3.** below.

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before:

- a.** The expiration date of this policy; or
- b.** The anniversary date of this policy, if the policy is written for a term of more than one year.

If notice is mailed or delivered less than 60 days before the expiration or anniversary date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration or anniversary

date will be computed pro rata based on the previous year's premium.

- 3.** If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:

- a.** The first Named Insured; and
- b.** Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.

- 4.** If notice is mailed, proof of mailing will be sufficient proof of notice.
- 5.** The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY
BROADENED ENDORSEMENT - TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
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(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$2,500
- b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance

Voluntary Property Damage Coverage:

\$1,000 Each Occurrence

\$5,000 Aggregate

Care, Custody Or Control Liability Coverage:

\$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Voluntary Property Damage Coverage: \$250

Care, Custody Or Control Liability Coverage: \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
	(a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other		
Care, Custody Or Control Liability			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **C. Coverages, 1. Employee Benefit Liability Coverage, c. Limits Of Insurance** of this endorsement; and

- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or

- 2) Occurred prior to the "first effective date" of this endorsement provided you did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C. Coverages, 1. Employee Benefit Liability Coverage, b. Who Is An Insured, (1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit".

- a) Reports all, or any part, of the act, error or omission to us or any other insurer; or
- b) Receives a written or verbal demand or claim for damages because of the act, error or omission.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed un-

der the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Supplementary Payments - Coverages A and B also apply to this Coverage, however 1.b. and 2. of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or

the end of the policy period, whichever is earlier; and

- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (a) An act, error or omission; or
 - (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;apply irrespective of the application of the Deductible Amount.
- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item **4. Other Insurance** is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is insurance purchased by you to cover damages for acts, errors or omissions that occurred prior to the "first effective date".

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a.** Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b.** Interpreting the "employee benefit programs";
- c.** Handling records in connection with the

"employee benefit programs"; or

- d.** Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a.** Handling payroll deductions; or
 - b.** The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
- 2.** "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
- 3.** "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a.** Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b.** Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such bene-

fits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

- (2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

- a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **Section III - Limits Of Insurance**.

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
 - (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;
 - 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

- 3) Smog;
 - 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - 5) Settling, cracking, shrinking or expansion;
 - 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
 - 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- (b) "Property damage" caused directly or indirectly by any of the following:
- (i) Earthquake, volcanic eruption, landslide or any other earth movement;
 - (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
 - (iii) Water under the ground surface pressing on, or flowing or seeping through:
 - 1) Foundations, walls, floors or paved surfaces;
 - 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:
- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.
- c. Limit Of Insurance**
- With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:
- (1) Paragraph **6.** of Section **III - Limits Of Insurance** is replaced by the following:
- 6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:
- a.** While rented to you, or temporarily occupied by you with permission of the owner;
 - b.** In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
 - c.** In the case of damage by water, while rented to and occupied by you.
- (2) The most we will pay is limited as described in Section **B. Limits Of Insurance**, **3. Damage To Premises Rented To You** of this endorsement.
- 4. Supplementary Payments**
- Under **Section I - Supplementary Payments - Coverages A and B:**
- a.** Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance**, **4.a. Bail Bonds** of this endorsement for cost of bail

bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

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.

8. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who Is An Insured:**

- (1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property

damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i)** The insurance afforded the vendor does not apply to:
 - 1)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - 2)** Any express warranty unauthorized by you;
 - 3)** Any physical or chemical change in the product made intentionally by the vendor;

- 4)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7)** Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a)** The exceptions contained in Paragraphs

(c)(i)4) or 6) of this endorsement; or

- b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political sub-

division has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor,

state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. 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.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4**. Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to Exclusion **2.j**, Damage To Property under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;

- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II - Who Is An Insured** does not apply to:

- 1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- 2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under Section **IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section **V - Definitions, 3. "Bodily injury"** is replaced by the following:

- 3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph 2. under **Section II - Who Is An Insured**:

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

- a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the

damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A - Bodily Injury And Property Damage Liability**, **2. Exclusions**, except for **j. Damage To Property**, Paragraphs **(3)**, **(4)**, **(5)** and **(6)**, **k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means in-

formation, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, **j.** Damage To Property, Paragraphs **(3), (4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage

and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of

Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

- a. Paragraph c. is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph f.(1) is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage To Property, Paragraph (2) under Section I - Coverage A - Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

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.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Designated Construction Project(s):
EACH OF THE NAMED INSURED'S CONSTRUCTION PROJECTS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D.** If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Loss Of Electronic Data Limit:\$1, 000, 000
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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- A. Exclusion 2.p. of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

- B. The following is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

- C. The following paragraph is added to Section III - Limits Of Insurance:**

Subject to **5.** above, the Loss Of Electronic Data Limit shown in the Schedule above is the most we will pay under Coverage **A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

- D. The following definition is added to the Definitions section:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media

which are used with electronically controlled equipment.

- E.** For the purposes of the coverage provided by this endorsement, the definition of "property damage" in the **Definitions** section is replaced by the following:

17. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c.** Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

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 or 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 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 "employee's" name, with your permission, while performing duties related to the conduct of your business.

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: **INCL**

The premium charge for this endorsement shall be **2** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **INCL**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06-01-2025** Policy No. **EWC 065 02 14** Endorsement No.

Insured **PARAGON SPORTS CONSTRUCTORS LLC**

Insurance Company **THE CINCINNATI INSURANCE COMPANY** Premium **\$INCL**

Countersigned by _____

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies:
 - a. Which is in excess of the "underlying insurance"; or
 - b. Which is either excluded or not insured by "underlying insurance".
2. If any limit of insurance, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury", "personal and advertising injury" or "property damage" arising out of that exposure unless that limit of insurance is specified in the Schedule of Underlying Insurance.
3. This insurance applies to "bodily injury", "personal and advertising injury" or "property damage" only if:
 - a. The "bodily injury", "personal and advertising injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - b. The "bodily injury" or "property damage" occurs during the policy period shown in the Declarations; or
 - c. The "personal and advertising injury" results from an "occurrence" that takes place during the policy period shown in the Declarations; and
- d. Prior to the "coverage term" no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part, or that the "personal and advertising injury" offense had been committed, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "coverage term", that the "bodily injury" or "property damage" occurred, or that the "personal and advertising injury" offense had been committed, then any continuation, change or resumption of such "bodily injury", "personal and advertising injury" or "property damage" during or after the "coverage term" will be deemed to have been known prior to the policy period.
4. "Bodily injury" or "property damage" which occurs during the "coverage term" and was not, prior to the "coverage term", known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term".
5. "Personal and advertising injury" caused by an offense which was committed during the "coverage term" and was not, prior to the "coverage term", known to have been committed by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "personal and advertising injury" offense after the end of the "coverage term".
6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred, or a "personal and advertising injury" offense will be deemed to have been known to have been committed at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "bodily injury", "personal and advertising injury" or "property damage" to us or any other insurer;
- b. Receives a written or verbal demand or claim for damages because of the "bodily injury", "personal and advertising injury" or "property damage"; or
- c. Becomes aware by any other means that "bodily injury" or "property damage" had occurred or has begun to occur, or that the "personal and advertising injury" offense had been committed or has begun to be committed.

7. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered, unless expressly provided for under **SECTION I - COVERAGE, C. Defense and Supplementary Payments.**

B. Exclusions

This insurance does not apply to:

1. Asbestos

Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.

2. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights

"Personal and advertising injury":

- a. Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- b. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- c. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or
- d. Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

3. Contractual Liability

Any liability for which the insured is obligated to pay damages by reason of the

assumption of liability in a contract or agreement. This exclusion does not apply to liability for "bodily injury", "personal and advertising injury" or "property damage":

- a. That the insured would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal and advertising injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

4. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

5. Damage to Property

"Property damage" to:

- a. Property:
 - (1) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (2) Owned or transported by the insured and arising out of the ownership, maintenance or use of an "auto".
- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;

- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **b.** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **a.(2), c., d., e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **c.** and **d.** of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph **f.** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

6. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

7. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

8. Distribution or Recording of Material or Information in Violation of Law

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the

TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

9. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

10. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply:

- (1) To liability for damages because of "bodily injury"; or
- (2) When such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

11. Employer's Liability Limitation

Any liability arising from any injury to:

- a. An "employee" of the insured sustained in the "workplace";
- b. An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- c. The spouse, child, parent, brother or sister of that "employee" as a consequence of **a.** or **b.** above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply when such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

12. Employment-Related Practices

Any liability arising from any injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of any injury to that person at whom any of the employment-related practices described in Paragraphs **12.a.(1), (2), or (3)** above is directed.

This exclusion applies:

- a. Whether the injury-causing event described in Paragraphs **12.a.(1), (2), or (3)** above occurs before employment, during employment or after employment of that person;
- b. Whether the insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

13. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually intended or expected.

However, this exclusion does not apply to:

- a. "Bodily injury" resulting from the use of reasonable force to protect persons or property; or
- b. "Bodily injury" or "property damage" resulting from the use of reasonable force to prevent or eliminate danger in the operation of "autos" or watercraft.

14. Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses

"Personal and advertising injury":

- a. Arising out of oral or written publication in any manner of material, if done by or at the direction of the insured with knowledge of its falsity;
- b. Arising out of oral or written publication in any manner of material whose first publication took place before the later of the following:
 - (1) The inception of this Coverage Part; or
 - (2) The "coverage term" in which insurance coverage is sought;
- c. Arising out of a criminal act committed by or at the direction of the insured; or
- d. Committed by an insured whose business is:
 - (1) Advertising, broadcasting, publishing or telecasting;
 - (2) Designing or determining content of websites for others; or
 - (3) An Internet search, access, content or service provider.

However, Paragraph **d.** does not apply to Paragraphs **17.a., b., c., d.** and **i.** of "personal and advertising injury" under **SECTION V - DEFINITIONS.**

For the purposes of Paragraph **d.**, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

15. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property

rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement in your "advertisement", of copyright, trade dress or slogan.

16. Pollutant - Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission or escape of "pollutants":

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(b) Otherwise in the course of transit by or on behalf of the insured; or

(c) Being stored, disposed of, treated or processed in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; or

(3) After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph **(1)** above does not apply to "bodily injury" or "property damage" arising from fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal

electrical, hydraulic or mechanical functioning of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion or its parts, if:

(a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(b) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in Paragraphs **f.(2)** and **(3)** of the definition of "mobile equipment".

However, this exception to Paragraph **(1)** does not apply if the fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" are intentionally discharged, dispersed, emitted or released.

Paragraphs **(2)** and **(3)** above do not apply to an "occurrence" that occurs away from premises owned by or rented to an insured with respect to "pollutants" not in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion if:

(a) 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 an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; and

(b) The discharge, dispersal, seepage, migration, release, emission or escape of the "pollutants" is caused directly by such upset, overturn or damage.

b. Any liability caused by "pollutants" and arising from the operation, maintenance, use, "loading or unloading" of an "auto", for which insurance coverage is excluded by "underlying insurance".

17. Pollutant - Other Than Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal,

seepage, migration, release, emission or escape of "pollutants":

- (1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, Paragraph **a.(1)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury", if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
- (b) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to your "underlying insurance" as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

- (4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

However, Paragraph **a.(4)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (b) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants".
- b. "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.
 - c. Any loss, cost or expense arising out of any:
 - (1) 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) 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".

However, this Paragraph c. does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

- d. Any liability caused by "pollutants", for which insurance coverage is excluded by "underlying insurance".

18. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired Property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

19. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag or any other similar tactics to mislead another's potential customers.

20. War

Any liability, however caused, arising directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

21. Workers' Compensation

Any liability or obligation of the insured under any workers' compensation, unemployment compensation, disability benefits or similar law. However, this exclusion does not apply to liability of others assumed by you under an "insured contract" in existence at the time of "occurrence".

C. Defense and Supplementary Payments

- 1. We will have the right and duty to defend the insured against any "suit" seeking

damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies. We will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result when:

- a. The applicable limits of the "underlying insurance" and any other insurance have been exhausted by payment of claims; or
 - b. Damages are sought for "bodily injury", "personal and advertising injury" or "property damage" which are not covered by "underlying insurance" or other insurance.
2. Our right and duty to defend ends when the applicable Limit of Insurance, as stated in the Declarations, has been exhausted by payment of claims.
 3. We have no duty to investigate, settle or defend any claim or "suit" other than those circumstances described in Paragraph **C.1**. However, we do have the right to participate in the investigation, settlement or defense of any claim or "suit" to which this insurance applies. If we exercise this right, we will do so at our expense.
 4. If there is no underlying insurer or other insurance obligated to do so, we will pay the following when we provide a defense:
 - a. All expenses we incur.
 - b. The cost of bail bonds up to \$3,000 (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to appeal a judgment or award in any claim or "suit" we defend and the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
 - d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including the actual loss of earnings.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys'

fees or attorneys' expenses taxed against the insured.

5. If there is no underlying insurer obligated to do so, we will pay the following for an "occurrence" to which this insurance applies, even if we have no duty to provide a defense:
 - a. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable Limit of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on the period of time after the offer.
 - b. All interest awarded against the insured on the full amount of any judgment that accrues:
 - (1) After entry of the judgment; and
 - (2) Before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
6. The payments described in Paragraphs **4.** and **5.** above will not reduce the Limits of Insurance provided by this Coverage Part when defense or supplementary payments provided by the "underlying insurance" do not reduce their Limits of Insurance. However, when defense or supplementary payments provided by the "underlying insurance" reduce their Limits of Insurance then such expense payments paid by us will reduce the Limits of Insurance provided by this Coverage Part.
7. If we are prevented by law or otherwise from carrying out any of the provisions of **SECTION I - COVERAGE, C. Defense and Supplementary Payments**, we will pay any expense incurred with our written consent.

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance, occupancy or use of an "auto":
 - a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.

- (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders. Each of the following is also a Named Insured:
 - (a) Any "subsidiary" company of such organization, including any "subsidiary" of such "subsidiary":
 - 1) Existing at the inception of this Coverage Part; or
 - 2) Formed or acquired on or after the inception of this Coverage Part.
 - (b) Any other company controlled and actively managed by such organization or any "subsidiary" thereof:
 - 1) At the inception of this Coverage Part; or
 - 2) If the control and active management thereof is acquired on or after the inception of this Coverage Part.
 - (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b.** Each of the following is also an insured:
- (1) Any "employee" of yours while acting within the scope of their duties as such.
 - (2) Any person or organization while acting as your real estate manager.
 - (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
 - (4) Your legal representative if you die, but only with respect to duties as such.
- 2.** Only with respect to liability arising out of the ownership, maintenance, occupancy or use of an "auto":
- a.** You are an insured.
 - b.** Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:
 - (1) The owner or any other person or organization (except your "executive officers" or principals) from whom you hire or borrow an "auto", unless such persons or organizations are insureds in your "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.
 - (2) Your "employee", if the "auto" is owned by that "employee" or a member of his or her household, unless:
 - (a) Such "employee" is an insured with respect to that "auto" in the "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance"; or
 - (b) The "bodily injury" or "property damage" is sustained by a co-"employee" of such "employee".
 - (3) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos", unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
 - c.** Anyone liable for the conduct of an insured described in Paragraphs 2.a. and b. above is also an insured, but only if they are provided insurance coverage for such liability by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance and then only for such hazards for which coverage is provided by such "underlying insurance".

- 3.** At your option and subject to the terms and conditions of this insurance, any other person or organization not addressed by Paragraphs **1.** and **2.** above, but covered in the "underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is provided for such person or organization by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

- 1.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a.** Insureds;
- b.** Claims made, "suits" brought or number of vehicles involved or insured; or
- c.** Persons or organizations making claims or bringing "suits".

- 2.** The Aggregate Limit is the most we will pay for all damages:

- a.** Included in the "products-completed operations hazard";
- b.** Because of "bodily injury" by disease sustained by your "employees" arising out of and in the course of their employment by you; or
- c.** Because of "bodily injury", "personal and advertising injury" or "property damage" not included within **a.** or **b.** above. However, this Aggregate Limit will not apply to damages which are not subject to an Aggregate Limit in the "underlying insurance".

The Aggregate Limit applies separately to **a.**, **b.** and **c.** The Aggregate Limit described in **c.** will apply only to damages not subject to **a.** or **b.** above.

- 3.** Subject to the Limit of Insurance described in **2.c.** above:

- a.** Only in the event that "underlying insurance" specifically listed in the Schedule of Underlying Insurance provides an annual Aggregate Limit of Insurance for damages that would not be subject to **2.a.** or **b.** above that is applicable separately to each:

- (1)** Location owned by, or rented or leased to you solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be at-

tributed to operations at only a single location, then the Aggregate Limit described in **2.c.** above applies separately to each location owned by, or rented or leased to you.

- (2)** Of your construction projects solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed only to ongoing operations and only at a single construction project, then the Aggregate Limit described in **2.c.** above applies separately to each of your construction projects.

- b.** Only with respect to the application of Limits of Insurance described in **3.a.** above, the following terms location and construction project will have the following meanings:

- (1)** Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- (2)** Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or entities, no matter how often or under how many different contracts, will be deemed to be a single construction project.

- 4.** Subject to the limits described in **2.** and **3.** above, the Each Occurrence Limit is the most we will pay for the "ultimate net loss":

- a.** In excess of the applicable limits of "underlying insurance"; or
- b.** If an "occurrence" is not covered by "underlying insurance", but covered by the terms and conditions of this Coverage Part,

for all "bodily injury", "personal and advertising injury" and "property damage" arising out of any one "occurrence".

We will not pay more than the Limit of Insurance shown in this Coverage Part's Declarations for each "occurrence" because any Personal Umbrella Liability Policy(ies) is/are attached to this policy.

5. Subject to, and included within, the Limit of Insurance described in **4.** above, we will not pay more than the limit of insurance required for the layer of insurance provided by this Coverage Part on behalf of:
 - a. An additional insured, as set forth in **SECTION II – WHO IS AN INSURED, Paragraph 3**; or
 - b. A party you have agreed to indemnify in an "insured contract".
6. Subject to the limits described in **2., 3., 4.** and **5.** above and to the terms and conditions of the "underlying insurance":
 - a. If the limits of "underlying insurance" have been reduced by payment of claims, this Coverage Part will continue in force as excess of the reduced "underlying insurance"; or
 - b. If the limits of "underlying insurance" have been exhausted by payment of claims, this Coverage Part will continue in force as "underlying insurance".
7. The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Appeals

If the insured or any insurer who provides the applicable "underlying insurance" elects not to appeal a judgment which exceeds the "underlying limit", we may elect to do so at our own expense. We shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall this provision increase our liability beyond:

- a. Our applicable Limits of Insurance for all "ultimate net loss";
- b. Our applicable Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments**; and
- c. The expense of such appeal.

2. Audit

If this Coverage Part is subject to Audit, as indicated in the Declarations, then the following Condition applies:

- a. The premium shown in the Premium Computation Endorsement as Advance Premium is a deposit premium. At the close of each audit period, we will compute the earned premium for that period. If:

- (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
- (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

However, in no event will the earned premium be less than the Minimum Premium stated in the Premium Computation Endorsement.

- b. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

3. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate shall not relieve us of any obligations under this Coverage Part.

4. Duties in the Event of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim or "suit". To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence".

This requirement applies only when the "occurrence" is known to an "authorized representative".

- b. If a claim is made or "suit" is brought against any insured you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This requirement will not be considered breached unless the breach occurs after such claim or "suit" is known to an "authorized representative".

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. First Named Insured

The person or organization first named in the Declarations will act on behalf of all other insureds where indicated in this Coverage Part.

6. Legal Action Against Us and Loss Payments

- a. No legal action may be brought against us unless there has been full compliance with all the terms of this Coverage Part nor until the amount of the insured's obligation to pay has been finally determined as provided below. No person or organization has any right under this Coverage Part to bring us into any action to determine the liability of the insured.
- b. We shall be liable for payment of the "ultimate net loss" for any "occurrence" to which this Coverage Part applies:
 - (1) For "occurrences" not covered by "underlying insurance"; or
 - (2) In excess of the "underlying limit" applicable to the "occurrence" only after the insurers who provide the applicable "underlying insurance" have paid or become obligated to pay the amount of the "underlying limit" applicable to the "occurrence".

Our payment will be made following final determination of the amount of the insured's obligation to pay either by final judgment against the insured or by written agreement with the insured, the claimant, the underlying insurers and us.

7. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part at the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

8. Maintenance of Underlying Insurance

- a. While this Coverage Part is in effect, the insured shall maintain in force the "underlying insurance" listed in the Schedule of Underlying Insurance as collectible insurance. The terms, conditions and endorsements of "underlying insurance" will not materially change and renewals or replacements of "underlying insurance" will not be more restrictive in coverage.
- b. Limits of "underlying insurance" will not be reduced, except for any reduction or exhaustion in the aggregate limits of insurance due to payment of claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- c. In the event you fail or neglect to maintain "underlying insurance" as required, this Coverage Part will apply as though such "underlying insurance" was in force and collectible at the time a claim is presented to us which is in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- d. The limits of "underlying insurance" shall be deemed applicable, regardless of any defense which the insurer who provides the "underlying insurance" may assert because of the insured's failure to comply with any Condition of the policy or the inability of the insurer to pay by reason of bankruptcy or insolvency.
- e. You must notify us in writing as soon as practicable when any "underlying insurance" is no longer in effect or the limits or scope of coverage of any "underlying insurance" is changed.

9. Other Insurance

- a. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends and coverage is otherwise applicable, we will have the right, but not the duty to undertake to do so, provided that whomever we agree to defend and the Named Insured assign their rights to us under the policies of the insurers who did not defend. Such assignment must be in writing.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

10. Premium

The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.

You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

11. Representations

- a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.
- b. However, to the extent that the following applies in the "underlying insurance" listed specifically in the Schedule of Underlying Insurance, it will also apply to this Coverage Part:

Based on our reliance upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of this Coverage Part, we will not reject coverage under this Coverage Part based solely on such failure.

12. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

13. Transfer of Rights of Recovery Against Others to Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

- b. Any recoveries shall be applied as follows:

- (1) First, we will reimburse anyone, including the insured, the amounts actually paid by them that were in excess of our payments;
- (2) Next, we will be reimbursed to the extent of our actual payment; and
- (3) Lastly, any amounts left after meeting the obligations outlined in (1) and (2) above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

Expenses incurred in the recovery shall be apportioned among all interests in the ratio of their respective recoveries as finally settled. If there is no recovery as a result of our attempts, we shall bear all of the recovery expenses.

- c. If prior to an "occurrence" to which this Coverage Part would apply, you and the issuer of your applicable "underlying insurance" listed specifically in the Schedule of Underlying Insurance waive any right of recovery against a person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

14. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

- a. If you are:
 - (1) An individual, you and your spouse are "authorized representatives".
 - (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".
 - (3) A limited liability company, your members and your managers are "authorized representatives".
 - (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".
 - (5) A trust, your trustees are "authorized representatives".
- b. Your "employees" assigned to manage your insurance program, or assigned to give or receive notice of an "occurrence", claim or "suit" are also "authorized representatives".

3. "Auto" means:

- a. Any land motor vehicle, trailer or semi-trailer designed for travel on public roads; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

"Auto" does not include "mobile equipment".

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

- a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

- (1) The day the policy period shown in the Declarations ends; or
- (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

- b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

6. "Coverage territory" means anywhere.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
10. "Hostile fire" means one that becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement,
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business, other than a contract or agreement pertaining to the rental or lease of any "auto", (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing. However, if such liability is insured by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, this Paragraph (1) shall not apply for such hazards for which insurance coverage is afforded by such "underlying insurance";
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research;

public relations and new product development;

- (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;
 - (6) That indemnifies a website designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet Services include but are not limited to design, production, distribution, maintenance and administration of websites and web-banners; hosting websites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks;
 - (7) Under which the insured, if a website designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above;
 - (8) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - (9) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding,

building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Any land vehicle subject to a compulsory or financial responsibility law or other motor vehicle insurance law is considered an "auto".

16. "Occurrence" means:

- a.** An accident, including continuous or repeated exposure to substantially the same general harmful conditions, that results in "bodily injury" or "property damage"; or
- b.** An offense that results in "personal and advertising injury".

All damages arising from the same accident, continuous or repeated exposure to substantially the same general harmful conditions, act or offense shall be deemed to arise from one "occurrence" regardless of:

- (1)** The frequency of repetition;
- (2)** The number or kind of media used; or
- (3)** The number of claimants.

17. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** Abuse of process;
- d.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- e.** Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- f.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- g.** The use of another's advertising idea in your "advertisement";
- h.** Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

- i.** Discrimination, unless insurance coverage therefor is prohibited by law or statute.

18. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include, but are not limited to, substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a.** The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b.** The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1)** Products that are still in your physical possession; or

- (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a)** When all of the work called for in your contract has been completed.

- (b)** When all of the work to be done at the site has been completed, if your contract calls for work at more than one site.

- (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b.** Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition

was created by the "loading or unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to or destruction of tangible property including all resulting loss of use. All such loss of use shall be deemed to occur at the time of the physical injury or destruction that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Subsidiary" means any organization in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination, by one or more of the Named Insureds.

22. "Suit" means a civil proceeding in which money damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such money damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such money damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

23. "Temporary worker" means a person who is furnished to you to:

- a. Substitute for a permanent "employee" on leave; or
- b. Meet seasonal or short-term workload conditions.

24. "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of the insured's legal obligation for damages, covered by this insurance, either by adjudication or compromise. "Ultimate net loss" does not include Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments of this Coverage Part.**

25. "Underlying insurance" means the insurance listed in the Schedule of Underlying Insurance and the insurance available to the insured under all other insurance policies applicable to the "occurrence". "Underlying insurance" also includes any type of self-insurance or alternative method by which the insured arranges for funding of legal liabilities that affords coverage that this Coverage Part covers.

26. "Underlying limit" means the total of the applicable limits of all "underlying insurance" less the amount, if any, by which the applicable limit of the applicable policy listed in the Schedule of Underlying Insurance has been reduced solely by payment of loss resulting from claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement, Paragraph 2. of this Coverage Part.**

27. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

28. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

29. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: \$ 5 ,000,000 Each Occurrence Limit \$ 5 ,000,000 Aggregate Limit	
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COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and US 101 UM, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "primary and non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- The Limits of Insurance stated in the Schedule of this endorsement; or
- The limits of insurance required in a written contract on a "primary and non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

- Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

However:

- This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "primary and non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "primary and non-contributory basis" that is in excess of the "underlying insurance"; and
- It is understood and agreed that the insurance provided by this Coverage Part is excess of:
 - "Underlying insurance" listed in the Schedule of Underlying Insurance;
 - Any other insurance available to the "non-contributory additional insured" as an additional insured; and
 - Any other insurance available to the "non-contributory additional insured" on which they are not a named insured.

- The following condition is added:

- As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for de-

fense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

C. SECTION V - DEFINITIONS is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

- a.** Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph **3.** of the Coverage Part to which this endorsement is attached; and
- b.** Being granted additional insured status on a "primary and non-contributory basis" in the "underlying insurance" as required in a written

contract between an additional insured and a Named Insured provided:

(1) The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and

(2) The written contract or agreement requires a specific limit of insurance on a "primary and non-contributory basis" that is in excess of "underlying insurance".

31. "Primary and non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.

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.

Contract with Paragon Sports Constructors, LLC is for infield renovations at Brian Bachmann Park.

This project is time-sensitive due to the nature of sod installation and the growing season. This project was not originally planned, but the restoration was necessitated by unexpected weather related (constant rain) damage beyond the original BOND construction scope.

Funding will come from Field Redevelopment Funds.



City of College Station – Bachmann Park IF Renovations

Date: October 21, 2025
Owner: City of College Station
Contact: Stephan Richardson

Project: Bachmann Park Infield Renovations
Address: 1600 Rock Prairie Road
College Station, Texas 77845

Plans & Specs: Per site walk
Buyboard #: 737-24

SCOPE OF WORK

Paragon Sports Constructors (PSC) will provide a project schedule, payment & performance bonds (if necessary), insurance, project submittals as necessary, equipment, labor, materials, and supervision required to perform the following scope of work:

Full Infield Renovation SOW: Field 1

1. PSC to mobilize personnel and equipment to site
2. Installation of 2 loads of sandy loam to disturbed infield area
3. Installation of one load of infield clay and laser grade
4. Laser grade infield to proper form to allow for drainage into basins
5. Roll, drag, and compact area to prep for sod installation
6. 2 home plate installations (City to mark dimensions)
7. Application of pre plant fertilizer, ronstar, and milorganite in sodded area
8. Installation of Latitude 36 sod in areas disturbed
9. Site clean up

Per Field Price: \$33,500



Full Infield Renovation SOW: Field

1. PSC to mobilize personnel and equipment to site
2. Installation of 2 loads of sandy loam to disturbed infield area
3. Installation of one load of infield clay and laser grade
4. Laser grade infield to proper form to allow for drainage into basins
5. Roll, drag, and compact area to prep for sod installation
6. 2 home plate installations (City to mark dimensions)
7. Application of pre plant fertilizer, ronstar, and milorganite in sodded area
8. Installation of Latitude 36 sod in areas disturbed
9. Site clean up

Per Field Price: **\$33,500**

Full Infield Renovation SOW: Field 3

1. PSC to mobilize personnel and equipment to site
2. Installation of 2 loads of sandy loam to disturbed infield area
3. Installation of one load of infield clay and laser grade
4. Laser grade infield to proper form to allow for drainage into basins
5. Roll, drag, and compact area to prep for sod installation
6. 2 home plate installations (City to mark dimensions)
7. Application of pre plant fertilizer, ronstar, and milorganite in sodded area
8. Installation of Latitude 36 sod in areas disturbed
9. Site clean up

Per Field Price: **\$33,500**

Full Infield Renovation SOW: Field

1. PSC to mobilize personnel and equipment to site
2. Installation of 2 loads of sandy loam to disturbed infield area
3. Installation of one load of infield clay and laser grade
4. Laser grade infield to proper form to allow for drainage into basins
5. Roll, drag, and compact area to prep for sod installation
6. 2 home plate installations (City to mark dimensions)
7. Application of pre plant fertilizer, ronstar, and milorganite in sodded area
8. Installation of Latitude 36 sod in areas disturbed
9. Site clean up

Per Field Price: **\$33,500**

Senior League Field SOW: Field

1. PSC to strip areas specified in running lanes and haul off
2. Groom and smooth grade areas to prep for sod installation
3. Installation of pre plant fertilizer, ronstar, milorganite

Office Address
5001 Saunders Rd
Fort Worth, TX 76119

Website
paragon-sports.com

Office Number
817.916.5000



- 4. Installation of 1,000 sf of latitude 36
- 5. Site clean up

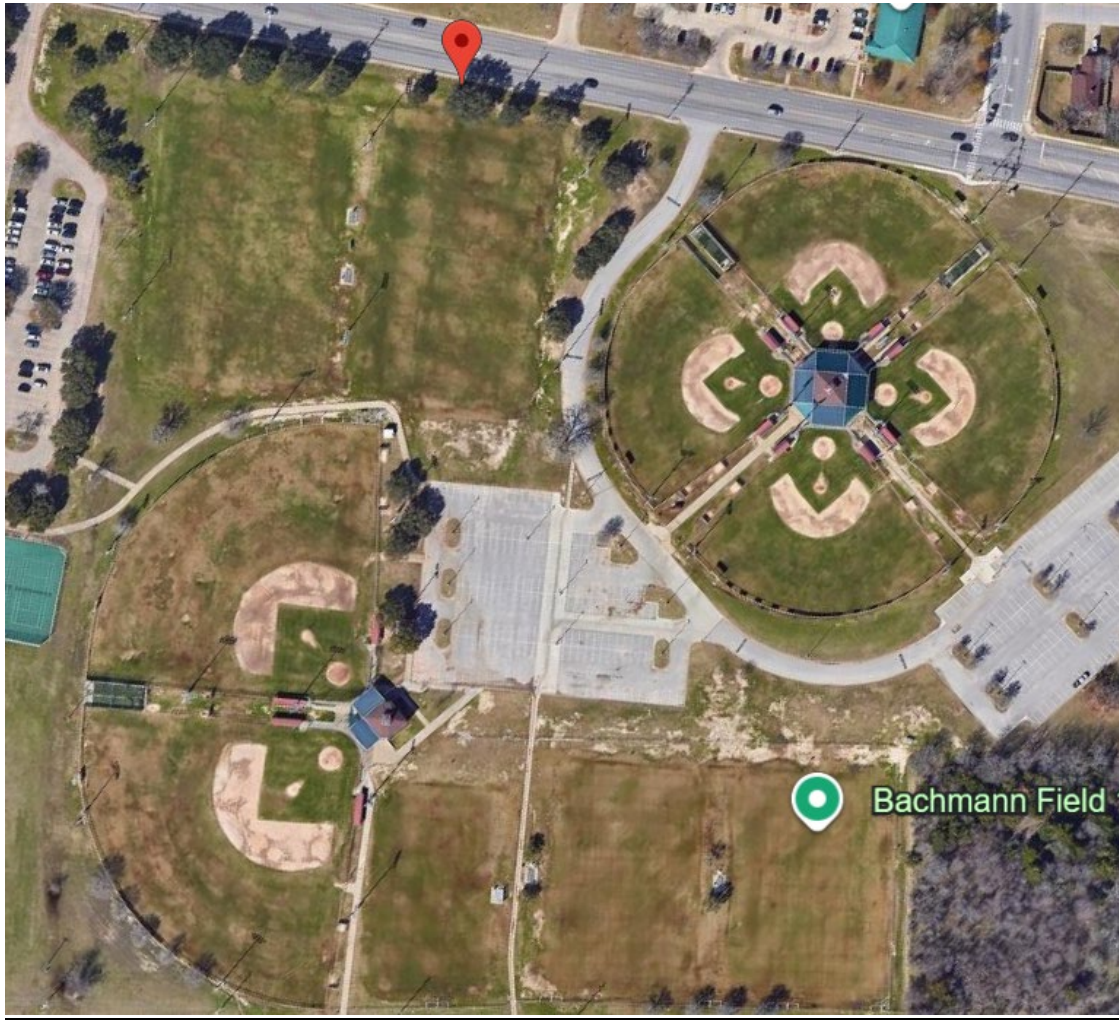
Senior league field price : **\$3,500**

Project Total: **\$137,500**

Buyboard Contract #: 737-24



SERVICE MAP



Office Address
5001 Saunders Rd
Fort Worth, TX 76119

Website
paragon-sports.com

Office Number
817.916.5000



EXCLUSIONS

1. Sales taxes. Owner to provide a tax-exempt certificate as needed.
2. Performance & Payment bonds.
3. Liquidated damages.
4. Demolition, earthwork, subgrade stabilization, rock excavation, erosion control.
5. Retaining walls or any concrete work other than what is explicitly outlined in the SOW above.
6. Fencing.
7. Drainage systems other than what is explicitly outlined in the SOW above.
8. New or renovation to existing utilities or water lines.
9. Any electrical, conduit and boxes, lighting.
10. Seating/bleachers, scoreboards, play clocks, bases, or any sports field equipment not explicitly outlined in the SOW above.
11. All landscaping, including new irrigation and sod.
12. Post plan mowing and grow-in.
13. Permits and fees.

PROPOSAL CONDITIONS & QUALIFICATIONS

14. This proposal assumes PSC shall have clear and reasonable access to the work for equipment and materials.
15. PSC understands there may be more than one mobilization for this project.
16. This proposal assumes PSC standard wage rate for labor (Davis-Bacon or their Governmental wage scales are not included in the pricing above).
17. Due to continuing fluctuations in the cost of materials beyond our control, PSC reserves the right to verify material pricing prior to execution of a contract if a contract is not awarded within 60 days of the date of this proposal.
18. Unless specifically stated otherwise, this proposal assumes that all construction testing, and third-party inspection will be contracted and paid for by the owner or general contractor. PSC will coordinate inspections and make all work available for testing; PSC can provide a separate proposal for this work if desired.
19. Installation of irrigation heads and sod does not include grow-in or maintenance of new grass.



INSURANCE POLICY COVERAGES

Workers Comp: Bodily Injury	\$1,000,000 ea. accident
Workers Comp: Disease	\$1,000,000 policy limit
General Liability: General Aggregate	\$2,000,000 policy limit
General Liability: Personal/Advert. Injury	\$1,000,000 policy limit
General Liability: Each Occurrence	\$1,000,000 policy limit
Additional Excess Umbrella	\$5,000,000 policy limit

SIGNED:

Paragon Sports Constructors
Name: Kyle Robertson
Title: Manager, Natural Grass
Email: krobertson@paragon-sports.com
Phone: (214) 497-7372

Accepted:

Owner
Name:
Title:
Email:
Phone:

If you would like to accept this proposal, please sign, and return to Paragon Sports Constructors via email at krobertson@paragon-sports.com and we will be happy to schedule your work while a PO is generated.

EXHIBIT E
CONSTRUCTION SCHEDULE

Project completion date is three weeks once Notice to Proceed is given.

November 13, 2025
Item No. 6.15.
Hazmat Equipment Cache Upgrades

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of quotes for the purchase of Hazmat Equipment with FarrWest for an amount not to exceed \$128,382.

Relationship to Strategic Goals:

1. Good Governance
2. Core Services

Recommendation(s): Staff recommends approval of the resolution.

Summary: These equipment upgrades will improve the safety of our Hazmat response team and community. Our current team mirrors a FEMA Type 2 team and the acquisition of these items will help bridge the gap between our current capabilities and the requirements for a FEMA Type 1 team. This alignment is critical as it not only enhances our readiness but also positions us to receive additional federal support and recognition. The Rigaku CQL MaxID - RAMAN Handheld Chemical ID, offers advanced technology that will greatly enhance our ability to identify hazardous materials quickly and accurately. The RedWave XplorIR - Handheld Gas ID System would give us the ability to identify and quantify unknown gases and vapors in the field. The RAID 8 Multi-agent Biological Detection Kit would give us the ability to identify and differentiate a wide range of biological threats.

Budget & Financial Summary: Funding for these equipment upgrades has been approved as a FY26 SLA and the funds are available in the current budget for this purchase. FarrWest is a BuyBoard National Cooperative Vendor.

Attachments:

1. FarrWest

January 1st, 2025

Rigaku Analytical Devices, Inc.
30 Upton Drive, Suite 2
Wilmington, MA 01887

Re: CQL 1064nm Capability Statement

FarrWest is Rigaku Analytical Device's exclusive sales partner for the following states: AL, AR, AZ, CO, IA, ID, IL, IN, KS, LA, MI, MN, MO, MS, MT, ND, NE, NM, NV, OK, OR, SD, TX, UT, WA, WI, WY.

With Farrwest's support, along with the entire team at Rigaku Analytical Devices stand behind CQL product line, to include MaxID, GenID and NarciD, and is here to partner with your agencies' efforts to stop the proliferation of threats- narcotic, explosive, Chemical Warfare Agent and others. We are committed to supporting our end users in the field.

I would like to take this opportunity to thank you for considering Rigaku's CQL product line of 1064nm handheld Raman chemical identification systems. Rigaku Analytical Devices, Inc is the sole manufacturer of the MaxID, GenID and NarciD 1064nm handheld Raman chemical detection systems.

Rigaku's 1064nm handheld Raman analyzers are protected by specific trade patents and cannot be duplicated for any purpose. The CQL platform products and associated accessories, software, and services are only available through Rigaku Analytical Devices and its authorized dealers. If you have received pricing information from persons of companies other than Rigaku Analytical Devices, Inc. or its approved dealer, it will be considered non-authorized by Rigaku Analytical Devices, Inc.

Currently, there is no other devices providing comparable advanced analytics and unique features which extend analysis capabilities in the field. The following table lists technical specifications and their associated advantages for rapid detection of the largest number of "Real World" chemical threats most commonly encountered in the field and not offered on any other device of its kind.

Table 1: CQL Product Platform- 1064nm handheld Raman unique specifications with user benefits

Technology	Raman Spectroscopy using 1064nm laser technology
Unique integrated technology	1064nm minimizes fluorescence effects: allows for direct analysis of colored/impure chemicals through colored packaging. - Water is invisible to 1064nm Raman, unlike technologies effected by moisture and moisture content within a sample. - Optional onboard Automated Colorimetrics provides non-visible Trace detection of residues.
Portability	- Small handheld device, optimized for one handed operation. 7.28in L x 5.9in W x 3.11in H (18.5cm L x 15cm W x 7.9cm H). ~3.25lbs (1.4kg).
Ruggedness	- US MIL-STD 810G designed, tested and certified rugged. - IP 68 designed, tested, certified use in varying environmental conditions and decontamination.
Operational temperature range	- Unit can be operated in -20°C to +50°C intermittent and +40°C continuous temperatures. - Withstands temperature and humidity fluctuations.
Rapid start-up Rapid results	60 seconds from power on to analysis. - Analysis results in less than one minute for every scan.
Ease of operation	- Scans in direct contact AND through translucent plastic or glass containers. - Universal sample holder for analysis of samples in varying forms and packaging. - Smartphone like touch-screen interface or large button activation. - User prompted step-by-step onscreen analysis activation. - Onboard system status and calibration. Reduces down-time and necessity for re-calibration at a service depot.

Rigaku Analytical Devices, Inc.
30 Upton Drive, Suite 2, Wilmington, MA 01887 USA
T: +1 855.785.1064 or +1 781.328.1024 • F: +1 781.328.0119
www.rigaku.com/handhelds • handhelds@rigaku.com

Capability of analysis	- Liquids, solids, powders, pastes, gels. - Colored substances and substances found in colored translucent packaging. These types of substances are most often encountered in real-world samples. - Comparative spectral analysis overlay easily performed onboard. - User adjustable focus ensures analysis of material and not the packaging. 4C software automatically monitors analysis for combinations of substances used in threat, drug manufacturing, and other recipes. Users receive onscreen alert.
Capability of analysis...continued	
Onboard Library	- Up to 13,000 library entries depending on model - MaxID library includes 22 libraries including the latest explosives, precursors, CWAs, TICs/TIMs, narcotics and psychotropic drugs, steroids, cutting agents, pharmaceuticals and diluents. - Easily expandable by User created to add emerging threats and other substances. 4C library with drug manufacturing and other types of threat manufacturing recipes. - Library updates provided more than once a year.
Evidence documentation	- Onboard 5MP camera captures image of sample and surroundings. - Image(s) stored along with analysis results in time/date stamped files.
Remote activation Remote viewing Data transfer Reporting	- Remotely view analysis data in near "Real-Time" on mobile phone, tablet or PC. - Exportable data in numerous file formats. - Streamlined data transfer via USB and WiFi (can be disabled). - Customizable report template and easy report generation.
Onboard safety features	- User activated scan delay timer in case an energetic is suspected. - User adjustable laser power level from 10 mW to 490 mW in 10 mW increments.
Presumptive Field Testing Requirements and Qualifications	Laser and safety compliance - ANSI Z136.1 - Safe Use of Lasers - IEC 60825-1 – Independently tested and certified to meet compliance for laser radiation pertaining to human safety. Spectrographic analytical compliance - ASTM Standard: E2529-6 (2014) resolution. - ASTM Standard: E 1840-96 (2014) calibration. Validation of analytical method, evidence processing and evidence integrity - ASTM E2549-14 Standard Practice for Validation of Seized-Drug Analytical Methods. - SWGDRUG Recommendations Version 7-1 - ENFSI DRUGS WORKING GROUP Guidelines on Sampling of Illicit Drugs for Qualitative Analysis - US FDA Code of Federal Regulations Electronic Records, Electronic Signatures - UK MHRA Data Integrity Definitions and Guidance
Customer support package	24/7/365 Reachback service. - Library updates. - Software updates. - Support: online, phone, email, and in some cases text message for the life of the unit.
Warranty	24-months to 36 months (dependent on model) included in package.
Training	Comprehensive 4 hour onsite training for up to 12 students.

Sincerely,

Nancy Otto
Sales Director
Rigaku Analytical Devices

Rigaku Analytical Devices, Inc.
30 Upton Drive, Suite 2, Wilmington, MA 01887 USA
T: +1 855.785.1064 or +1 781.328.1024 • F: +1 781.328.0119
www.rigaku.com/handhelds • handhelds@rigaku.com

September 5, 2024

To whom it may concern:

Redwave Technology, a 908 Devices Inc. company has appointed FarrWest as our exclusive sales partner for the states of Texas, Arizona, New Mexico, Oklahoma, Arkansas, Louisiana and Colorado for the ThreatID GLS spectrometer, the XplorIR spectrometer and the ProtectIR spectrometer.

Please feel free to contact me on any issue regarding this matter at 203-456-4423 or jim.fitzpatrick@908devices.com

Sincerely,

Jim Fitzpatrick

Sales manager



Date	Estimate #
10/7/2025	18706

CITY OF COLLEGE STATION
ACCOUNTING DIVISION
PO BOX 9973
COLLEGE STATION, TX 77842-9973

Item	Description	Qty	Cost	Total
R-880	RAID 8 MULTI-AGENT DETECTION KIT (ANTHRAX, RICIN, BOTULINUM TOXIN, SEB, PLAGUE, TULAREMIA AND ORTHOPOX, PK OF 10.	1	1,817.00	1,817.00
10000	SHIPPING & HANDLING	1	50.00	50.00

Total	\$1,867.00
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Web Site
www.farrwest.com

**FARRWEST**

Estimate

Date	Estimate #
11/4/2025	21543

**1500 Northlake Pass, Ste. 101
Universal City, TX 78148**

Ph: 210-566-1857
Fax 210-566-1897

CITY OF COLLEGE STATION
ACCOUNTING DIVISION
PO BOX 9973
COLLEGE STATION, TX 77842-9973

P.O. No.	Rep	Project/Event
	MM	

Item	Description	Qty	Cost	Total
1035152	RIGAKU ICON-X with GPS - Rugged handheld 1064nm Raman analyzer for material identification of solids and liquids. Includes; 3 year limited warranty, 3 years of software and library updates, and 3 years of Reachback service. Includes CommandSuite Fleet Management Software for use on up to 2 instruments. Kit Includes: • External battery charger • Li-Ion rechargeable batteries >4 hours life each (QTY: 2) • Nosecone for point-and-shoot identification of substances contained within packaging • Vial holder • Universal sample holder for hands-free analysis • Rugged carrying case • Polystyrene Rod for routine self-check • Touchscreen and tactile illuminated button user interface • Onboard 13MP digital camera/barcode reader • Pictures time/date stamped • Rigaku full library-over 13,200+ compounds including Biomolecule, Cutting Agent, CWA, CWA Precursor, Explosive, Explosives Precursor, General Chemical, General Precursor, Household Chemical, Industrial Chemical 1-4 , Narcotic, Narcotic Precursor, Pesticide, Pharmaceutical, Polymer, Solvent, Steroid,	1	51,975.00	51,975.00

It's been a pleasure working with you!

Subtotal**Sales Tax (8.25%)****Total**

Phone #	Fax #
210-566-1857	210-566-1897

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P.O. No.

Rep

Project/Event

MM

Item	Description	Qty	Cost	Total
	TIC/TIM • Customizable user library generation • Software optimized for Safety & Security applications • 4C predictive software for precursor monitoring and threat manufacturing warning • Onboard database of over 140 4C threat recipes • Wi-Fi connectivity to view results remotely and immediately on cell phone or PC • Regularly scheduled library updates • Software updates for the life of the warranty • 24/7/365 Reachback support • 36-month standard warranty			
1006234	Warranty Extension – 1 year 12-month Limited Warranty Extension - Does not include coverage for accessories. Includes Library Update, Software Update, Support via phone or email, and 24/7/365 Reachback support per year. Total Warranty Extensions cannot exceed 84 total months of coverage from purchase date, so a maximum of four 12-month Warranty Extensions may be purchased.	1	3,960.00	3,960.00
1034772	RIGAKU ICON-X BALL PROBE	1	1,980.00	1,980.00
	SOLE SOURCE LETTER ATTACHED IN EMAIL ***BUYBOARD PRICING - CONTRACT#769-25***			

It's been a pleasure working with you!

Subtotal \$57,915.00**Sales Tax (8.25%)** \$0.00**Total** \$57,915.00

Phone #

Fax #

210-566-1857

210-566-1897

Web Site

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**FARRWEST**

Estimate

Date	Estimate #
11/4/2025	21544

**1500 Northlake Pass, Ste. 101
Universal City, TX 78148**

Ph: 210-566-1857
Fax 210-566-1897

CITY OF COLLEGE STATION
ACCOUNTING DIVISION
PO BOX 9973
COLLEGE STATION, TX 77842-9973

P.O. No.	Rep	Project/Event
	MM	

Item	Description	Qty	Cost	Total
XIR-R-11-1-0-03	XplorIR Handheld Gas Identification System Handheld FT-IR spectrometer with integrated pump for the rapid identification of gases & vapors. Intuitive user screens guide the user through a gas analysis for easy operation. Wifi connection to the cloud allows real time remote viewing of the results by the team leader. Automatic atmospheric correction for the most humid environments. The system is accompanied by a 5,500 spectra library of gases & vapors. Includes: 2 Batteries & Battery Charger Shoulder Strap 10 ft. of Tubing 20 Particulate Filters 5 Drierite Purge Filters Pelican case for shipping & storage Reachback 1 Year Support Package - free software and library upgrades for life of support package. Full warranty on all parts and labor to repair system. Free loaner system during repair. 24/7/365 access to Ph.D chemists, product engineers and application specialists for spectral interpretation assistance and/or technical support	1	53,900.00	53,900.00

It's been a pleasure working with you!

Subtotal**Sales Tax (0.0%)****Total**

Phone #	Fax #
210-566-1857	210-566-1897

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**FARRWEST**

Estimate

Date	Estimate #
11/4/2025	21544

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PO BOX 9973
COLLEGE STATION, TX 77842-9973

P.O. No.

Rep

Project/Event

MM

Item	Description	Qty	Cost	Total
11-000011	Quantification Module for XplorIR Module including software and firmware upgrades to the XplorIR. This capability provides approximate concentration ranges for 5000 spectra in the XplorIR gas library.	1	7,500.00	7,500.00
720-00176	XplorIR - 1 Year Extension of Warranty and Support for XplorIR. Includes software and target list updates, 24/7 technical support and product warranty.	2	3,600.00	7,200.00
	SOLE SOURCE LETTER ATTACHED IN EMAIL ***BUYBOARD PRICING - CONTRACT#769-25***			

It's been a pleasure working with you!

Subtotal \$68,600.00

Sales Tax (0.0%) \$0.00

Total \$68,600.00

Phone #	Fax #
210-566-1857	210-566-1897

Web Site
www.farrwest.com

November 13, 2025

Item No. 6.16.

FY2025 Comprehensive Plan and Unified Development Ordinance Annual Review

Sponsor: Ashley Klein, Staff Planner

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding the FY2025 Comprehensive Plan and Unified Development Ordinance (UDO) Annual Review.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy
- Improving Mobility
- Sustainable City

Recommendation(s): Staff recommends the acceptance of the annual review.

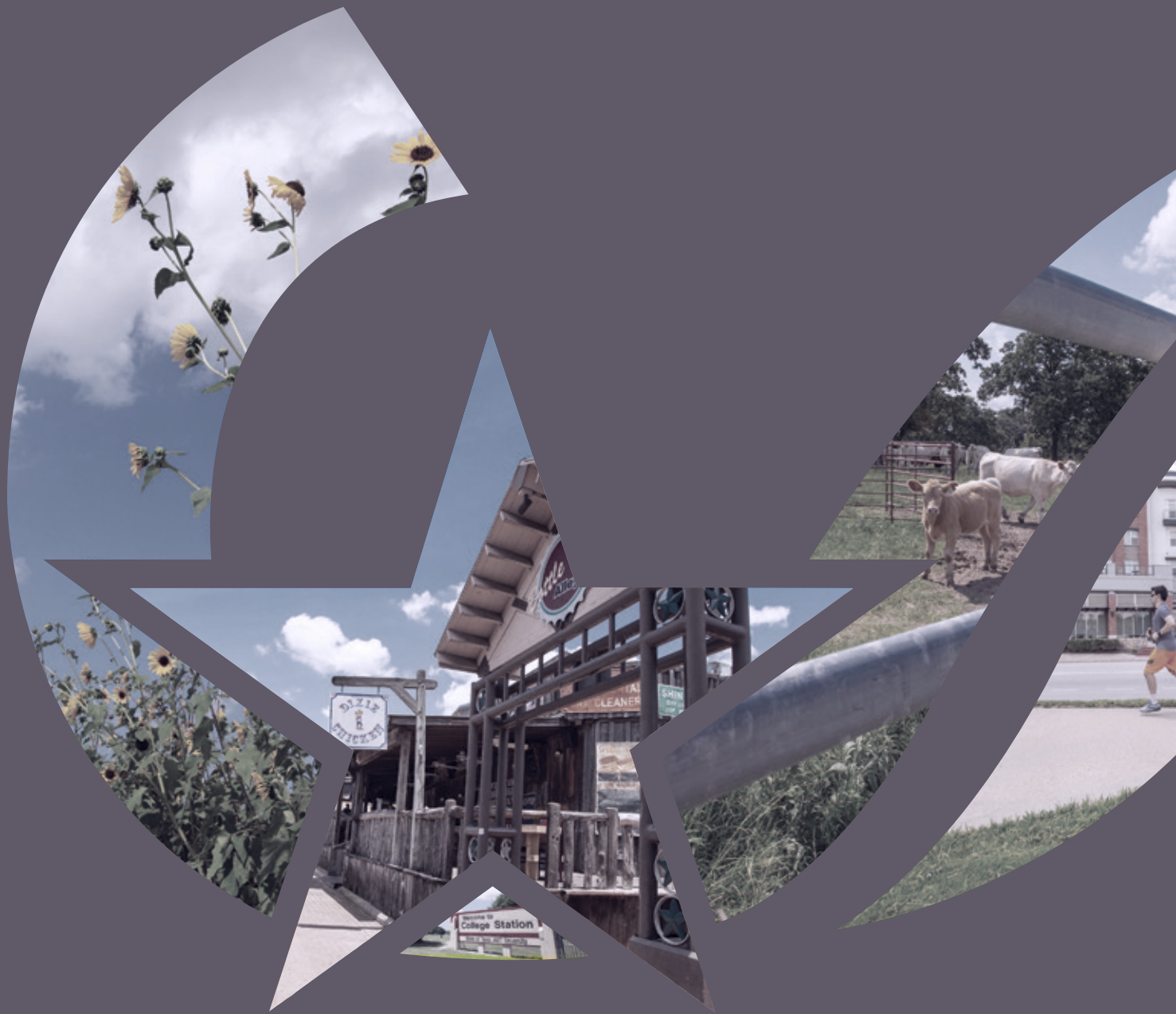
Summary: The FY2025 Comprehensive Plan & Unified Development Ordinance (UDO) Annual Review highlights the major Comprehensive Plan initiatives that occurred during FY2025. It covers the Comprehensive Plan and all associated master plans, programs, and small area plans. The review also includes amendments that were made to the UDO, which helps implement the Comprehensive Plan's vision.

In 2022, the City began using collaborative, project management software to track the implementation progress of every action item in the Comprehensive Plan. City staff utilize this software to establish project milestones, assign tasks, set due dates, and generate automated update reminders. This software enables staff to manage projects more efficiently and supports the City's commitment to transparent reporting. Of the 98 action items in the Comprehensive Plan, approximately 8% have been achieved, 74% are on track, 6% are off track, and 11% have not yet been started.

Budget & Financial Summary: N/A

Attachments:

1. FY25 Comprehensive Plan & UDO Annual Review



CITY OF COLLEGE STATION
Home of Texas A&M University®

FY2025 COMPREHENSIVE PLAN & UNIFIED DEVELOPMENT ORDINANCE ANNUAL REVIEW

An aerial photograph of a city street, showing a multi-lane road with several cars. In the background, there are various buildings, including a large commercial building with a sign that reads "BANK". The sky is overcast with soft clouds.

Contents

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5 Chapter 2: DISTINCTIVE PLACES

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28 Chapter 7: EXCEPTIONAL SERVICES

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*37 Chapter 9: COLLABORATIVE
PARTNERSHIPS*



INTRODUCTION

The Comprehensive Plan identifies 98 action items intended to achieve the community's vision and goals for the future. This report compiles the status updates of each action item over the fiscal year 2025 (FY2025).

The FY2025 Comprehensive Plan & Unified Development Ordinance (UDO) Annual Review covers the Comprehensive Plan and all associated master plans, programs, and small area plans. The review also includes amendments that were made to the UDO, which helps implement the Comprehensive Plan's vision and goals.

SUMMARY

In 2022, the City began using collaborative, project management software to track the implementation progress of every action item in the Comprehensive Plan. City staff utilize this software to establish project milestones, assign tasks, set due dates, and generate automated update reminders. This software enables staff to manage projects more efficiently and supports the City's commitment to transparent reporting. This report details the current status of each action item as of September 30, 2025.

STATUSES

On track: The action item is progressing as expected.

Off track: The item is not progressing as expected; there are issues or delays.

At risk: The action item is in danger of not being achieved. If the issues are resolved, the action item may still be completed.

Not started: The action item has not yet begun.

Achieved: The action item has been completed and resulted in the intended outcome.

Not achieved: The action item has been completed but did not result in the intended outcome.

Canceled: Progress of the action item has been stopped and will not proceed further.

The breakdown by status for all 98 action items is listed below.

- Achieved - 8
- On Track - 73
- Off Track - 6
- At Risk - 0
- Not Started - 11

UDO AMENDMENTS

Family Definition Ordinance Amendment

- Adopted 09/11/2025.
- Amended the definition of family to comply with Senate Bill 1567, which prohibits the regulation of occupancy based on familial or relationship status.

Overlay District Removal Ordinance Amendment

- Adopted 09/11/2025.
- Amended applicable sections by removing all language on ROO Restricted Occupancy Overlays and HOO High Occupancy Overlays in compliance with Senate Bill 1567.

Conditional Use Permits and Nonconforming Uses Ordinance Amendment

- Adopted 10/24/2024.
- Modified conditional use permit requirements and the expiration of conditional use permits and nonconforming uses. Required nightclubs, bars, and taverns in NG-1 Core Northgate and NG-2 Transitional Northgate to follow the conditional use permit process.



CHAPTER 2

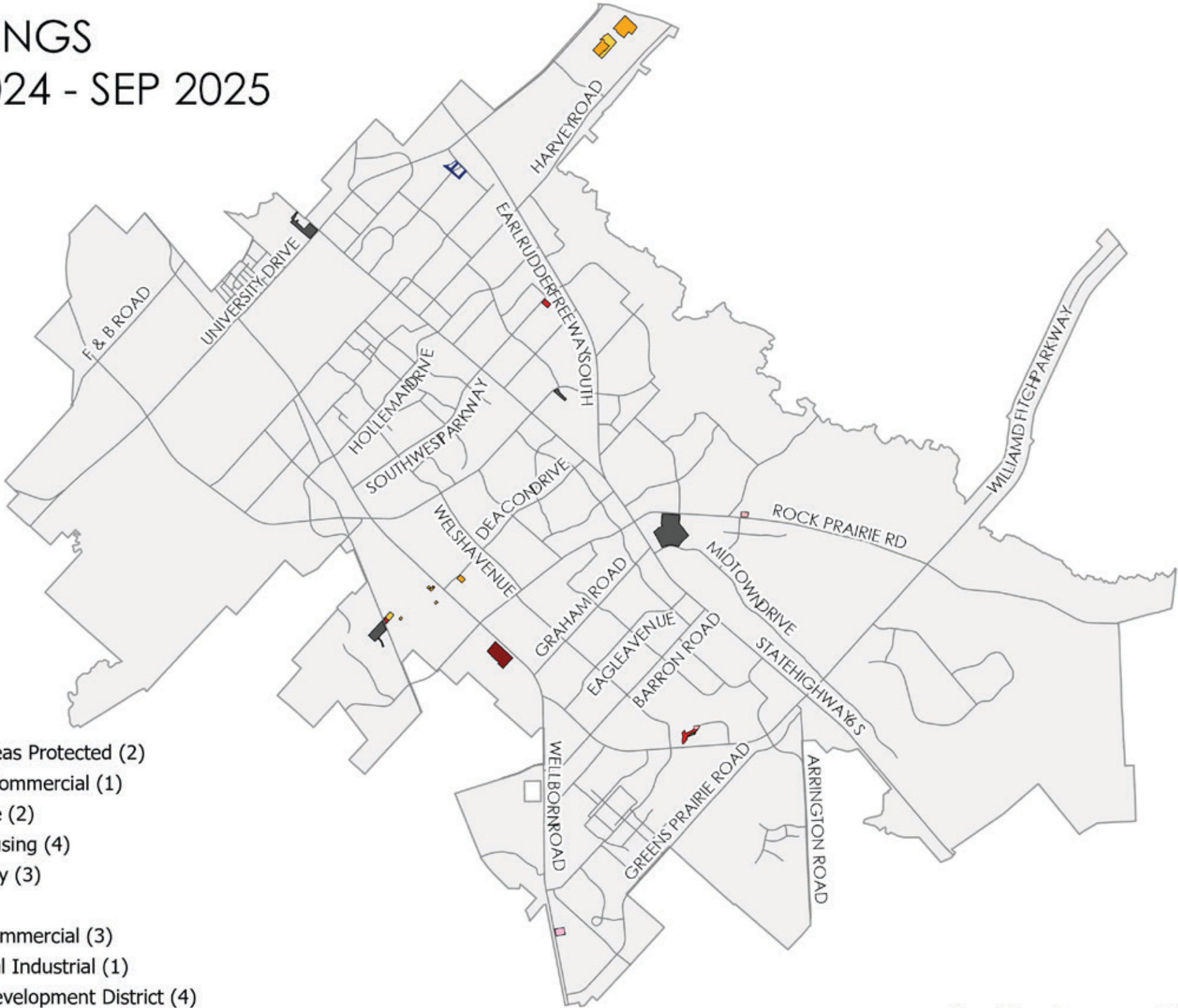
DISTINCTIVE PLACES

GOAL: Vibrant and distinct districts, attractive neighborhoods, revitalized gateways and corridors, and conserved natural areas, grounded in environmental stewardship and resiliency.

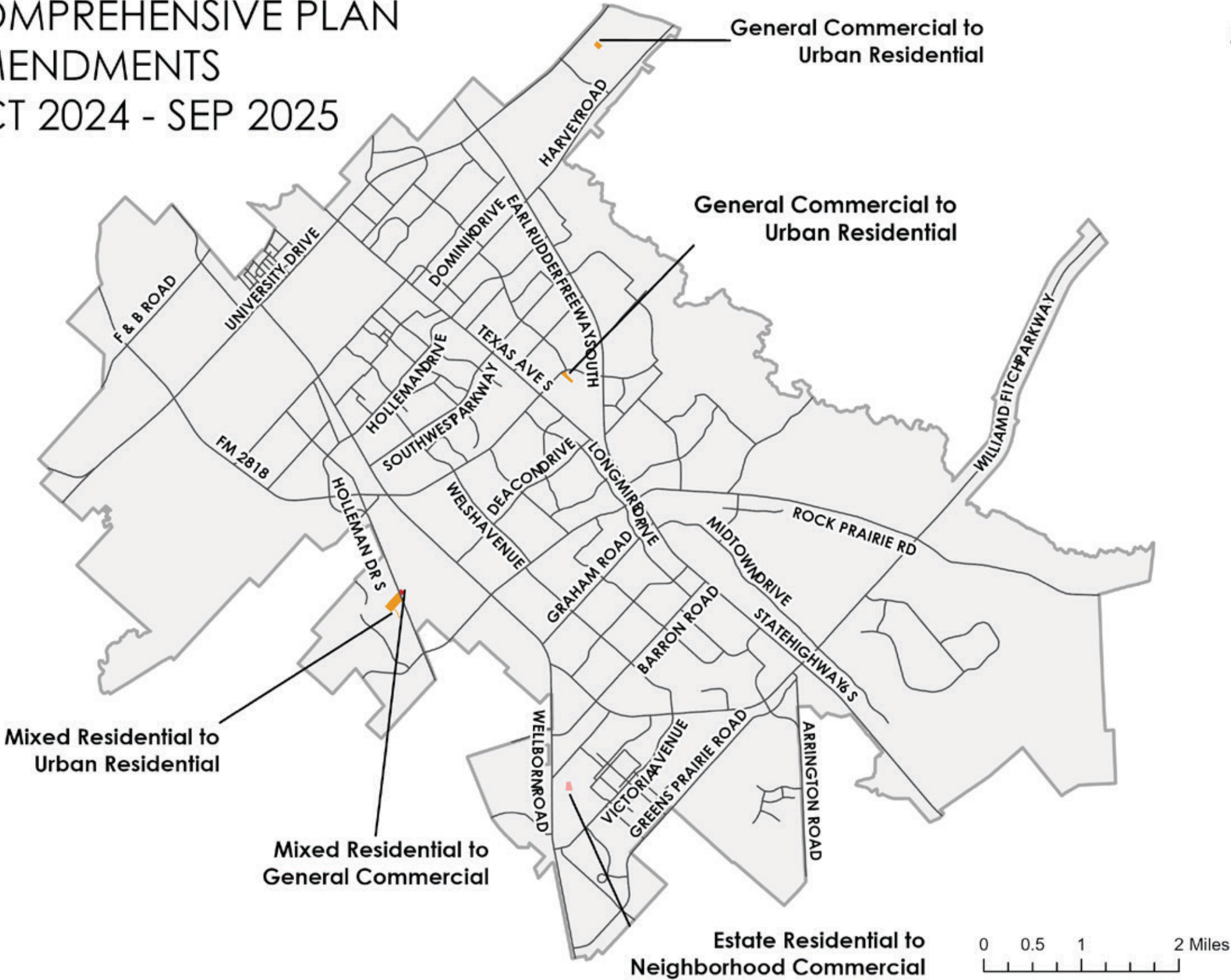
REZONINGS
OCT 2024 - SEP 2025



- Natural Areas Protected (2)
- Wellborn Commercial (1)
- Townhouse (2)
- Middle Housing (4)
- Multi-Family (3)
- Office (2)
- General Commercial (3)
- Commercial Industrial (1)
- Planned Development District (4)
- Restricted Occupancy Overlay (1)
- High Occupancy Overlay (4)



COMPREHENSIVE PLAN
AMENDMENTS
OCT 2024 - SEP 2025



ACTION ITEM STATUSES

2.1	On Track	Review and undertake amendments to the Unified Development Ordinance's zoning districts.
- Overlay District Removal Ordinance Amendment. - Adopted 09/11/2025. - Amended applicable sections by removing all language on ROO Restricted Occupancy Overlays and HOO High Occupancy Overlays in compliance with Senate Bill 1567. - Conditional Use Permits and Nonconforming Uses Ordinance Amendment. - Adopted 10/24/2024. - Modified conditional use permit requirements and the expiration of conditional use permits and nonconforming uses. Required nightclubs, bars, and taverns in NG-1 and NG-2 to follow the conditional use permit process. - The Planning & Development Services Department developed a policy guide and minor updates to UDO language to help residents and developers understand requirements for PDD Planned Development Districts.		
2.2	On Track	Prioritize and undertake detailed plans for priority neighborhoods, districts, corridors, or redevelopment areas.
The Greater Northgate Small Area Plan Engagement Report was presented to City Council on 7/10/2025. During the main engagement effort, the City conducted 8 public meetings, with the largest meeting gathering 100 attendees.		
2.3	On Track	Creative incentives and programs to revitalize existing areas and established neighborhoods.
The Community Development Division operated multiple housing assistance programs for income-qualified applicants at or below 80% area median income. These programs include Down Payment Assistance, Housing Minor Repairs, Housing Rehabilitation Loans, Housing Reconstruction Loans, and Tenant-Based Rental Assistance.		
2.4	On Track	Evaluate existing policies and create incentives for low impact and sustainable development.
The Planning & Development Services Department is updating the Landscape Requirements, creating a more user-friendly format for customers and staff, providing alternative landscaping guidelines (xeriscaping), and alleviating urban heat island effects through the protection of existing canopy trees and new canopy tree placement.		

2.5	On Track	Pursue feasibility of a tree preservation and/or tree planting incentive program.
- In December 2024, the Parks and Recreation Department coordinated two tree giveaways: - Texas Native Tree Giveaway (1,450 trees). - Many of the 15-gallon and all the 3-gallon trees were donated by Trees for Houston, a non-profit organization created to help get trees in ground in neighborhoods around Texas. - Loblolly Pine Tree Giveaway (1,500 seedlings). - Volunteers and 2 part-time staff from Lick Creek Park gave away 1,500 seedlings to people exiting Christmas in the Park.		
2.6	Achieved FY2022	Create additional incentives for conservation design and evaluate the effectiveness of cluster development standards in the Unified Development Ordinance.
2.7	On Track	Integrate parks, greenways, and community facilities within new neighborhoods.
- The Planning & Development Services Department formalized connectivity through the platting process. - Incorporated connectivity to Texas Independence Park in the expansion of the Midtown Reserve subdivision, with Midtown's preliminary plan ensuring connections to the park.		
2.8	On Track	Evaluate and update development standards in the Unified Development Ordinance.
The Planning & Development Services Department started looking at minor amendments to the Shared Housing Use.		

2.9	Not Started	Develop or refine incentives to promote high quality design.
2.10	On Track	Encourage parking alternatives to support redevelopment opportunities.
2.11	On Track	Continue to initiate proactive zoning map updates.
In FY2025, Planning & Development staff implemented proactive zoning map updates in order to comply with recent state legislation. In particular, City staff removed all ROO and HOO zoning overlays.		
2.12	On Track	Continue beautification programs.
- The Public Works Department participated in several beautification programs. - Relocated over fifty trees from the SH 6 and University Drive intersection over the last two years. - These trees would have otherwise been removed for the widening project. They were moved to various locations, including near the intersection of Texas Avenue and FM 2818 and in front of the College Station post office. - Partnered with Keep Brazos Beautiful. - Evaluated plantings for several medians of recently completed road projects. - Drought tolerant native plantings are used to enhance medians while using little or no irrigation.		



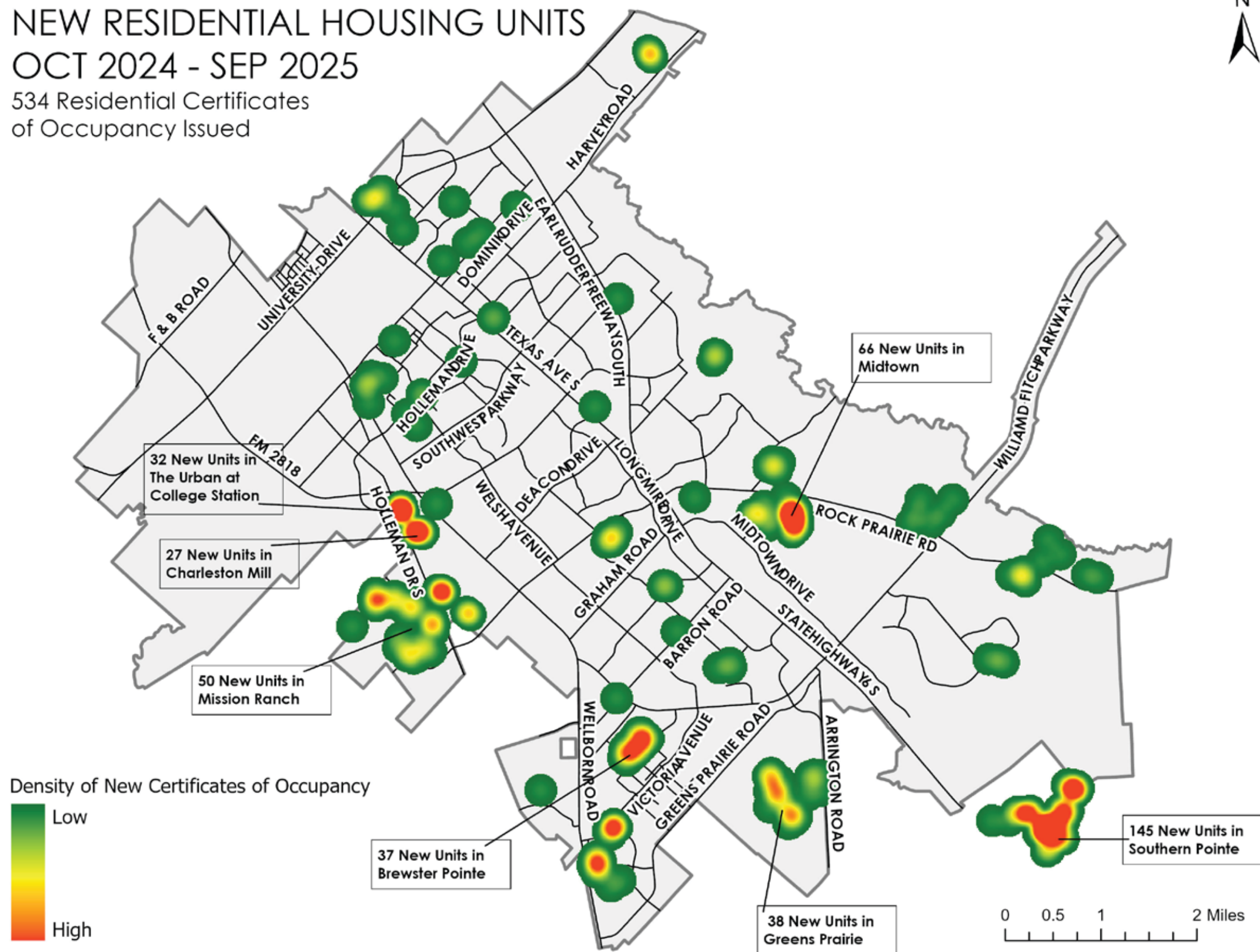
CHAPTER 3

STRONG NEIGHBORHOODS

GOAL: 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.

NEW RESIDENTIAL HOUSING UNITS OCT 2024 - SEP 2025

534 Residential Certificates
of Occupancy Issued



ACTION ITEM STATUSES

3.1	Not Started	Evaluate the effectiveness and refine neighborhood compatibility standards in the UDO.
3.2	Achieved FY2024	Create a neighborhood planning toolkit.
3.3	On Track	Create and promote a housing maintenance educational program. The Community Development Division collaborated with the Public Communications Department to develop a series of public service announcements focused on home maintenance. The goal of this series is to share helpful tips and timely reminders with residents on key aspects of maintaining their homes.
3.4	On Track	Expand affordable housing and workforce housing. - The Community Development Division expanded affordable and workforce housing through several projects. - Rehabilitated 3 rental units and 8 owner housing units. - The Down Payment Assistance program added 10 housing units. - Section 108/CDBG Rental Housing led to the rehabilitation of 50 units of low-income senior housing. - Utilized federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding to advance the housing goals outlined in the 2020–2024 Consolidated Plan. - Progressed on the development of the 2025–2029 Consolidated Plan through data analysis and community engagement efforts. - The Housing Plan Advisory Committee was created, appointed, met regularly and evaluated the City's Housing Action Plan by prioritizing its recommended actions. - Completed the final rehabilitative efforts on the LULAC Oak Hill Apartment Complex, acquired and began rehabilitative work at 1116 Detroit to convert the property into a unit of affordable housing. - Reworked the Down Payment Assistance Program (DAP) guidelines to restore its viability in the contemporary housing market. - Released the 2024 Affordable Housing Request for Proposals but received none.
3.5	On Track	Develop a parking strategy for neighborhoods near the university. City Council directed staff to evaluate the potential for implementing restricted on-street overnight parking in areas zoned for single family housing within a mile radius of the university. In the final quarter of FY 2025, staff conducted public engagement to gather feedback from residents and community members on a potential proposal.

3.6	Achieved FY2024	Develop and refine data monitoring processes to analyze housing trends and define a strategic set of actions to address housing affordability, diversity, and gentrification.
3.7	On Track	Continue to track neighborhood change.
- Code Enforcement and the Community Development Division conducted a 5-year windshield survey to evaluate the condition of all residential structures in the city. - The Community Development Division tracked neighborhood character through ongoing updates to its Rental Registered Property and Short-Term Rental lists, using 3rd party analysis and internal screenings to develop a better understanding of neighborhood character.		
3.8	Achieved FY2024	Evaluate relevancy of neighborhood and small area plans that are beyond their planning horizon.
3.9	On Track	Continue partnering with local nonprofit organizations and area partners to support affordable housing options.
- The Community Development Division partnered with local nonprofit organizations and area partners to support affordable housing options. - Participated in the Brazos Home Ownership Coalition, a group of nonprofits, governmental entities, and real-estate professionals that are committed to finding realistic pathways to homeownership for working families. - Participated with Elder-Aid, funding their purchase and rehabilitation of duplex units with Community Development Block Grant (CDBG) and HOME Investment Partnership Grant (HOME) funds. - Used HOME funds to provide security deposit assistance for those receiving a Housing Choice Voucher (Section 8) through the Brazos Valley Council of Governments (BVCOG) and moving into a unit in College Station. - Non-Housing Public Service Activities totaled 1237 persons served. - Housing Public Service Activities totaled to 658 persons served. - Utilized TBRA Security Deposits to address homelessness. - Tenant-based rental assistance/Rapid Rehousing: 50 Households assisted.		

3.10	On Track	Continue outreach and educational efforts to support existing and encourage new neighborhood organizations.
- The Neighborhood Services Department operated several programs for residents to stay informed of City activities. - Sent a weekly Neighborhood Newsletter to registered homeowners and neighborhood associations. - Hosted monthly Seminar Supper to highlight a topic of conversation or updates for different neighborhood stakeholders. - Conducted the Annual Citizens University, 12- week behind the scenes program that allows citizens to see how the City of College Station operates. - Hosted a monthly Community Living Course, where people aged 18-24 who are sent by the Municipal Court Judge take a class that features information on being a good neighbor, City ordinances, and more.		
3.11	On Track	Continue to fund the Neighborhood Grant Program.
The Neighborhood Services Department received 2 new applications in FY2025.		
3.12	Achieved FY2022	Require neighborhood meetings for certain development applications.
3.13	On Track	Maintain property maintenance enforcement efforts.
- Code Officers maintained property maintenance standards through the International Property Maintenance and Fire codes on all owner occupied/rental properties, and apartment complexes throughout College Station. - The Fire Marshal and Code Officers worked with owners/management companies to support the quality of life at various housing complexes.		
3.14	On Track	Evaluate the effectiveness of short-term rental regulations.
- Code Enforcement utilized a third-party vendor to identify properties operating without a license. - As of 05/15/2025, there were roughly 400 active licensed properties, and between 1/1/25 and 3/31/25, 68 properties were added to the list.		
3.15	On Track	Evaluate and refine the rental registration program.
- Code Enforcement utilized GIS analysis when identifying properties that are unregistered rentals. - As of 05/15/2025, there were roughly 9,000 registered properties. Through analysis and investigations, 250 long-term properties were added to that list.		



CHAPTER 4

PROSPEROUS ECONOMY

GOAL: A diversified economy with a wide variety of competitive jobs and support for entrepreneurs that provides a tax base to support the City's ability to foster a high quality of life where economic prosperity is widespread.

Unlike the other chapters of the Comprehensive Plan, the action items in chapter 4 are contained in a separate Master Plan. The College Station Economic Development Master Plan was adopted by the City council in 2020 and guides the community's economic development path for the next 5-10 years.

The following table contains the action items and status updates of the Economic Development Master Plan.

	Retail Recruitment	
	- Entered a real estate contract to sell the 28+ acres next to Costco in the Midtown Business Park for the future development of a mixed-use center consisting of retail, entertainment, and public space. - This project is currently in the feasibility period as staff negotiates public amenities. - Maintained routine collaboration with a retail consultant regarding recruitment focus and activities. - Attended national and local trade shows to recruit targeted retailers and developers.	
	Industry Recruitment	
	- Completed the sale of two lots in the College Station Business Center to a local animal health company, generating \$3.3 million in sales proceeds. - This local business outgrew its current facility and will construct a headquarters and manufacturing facility for diagnostics and biologicals. - Generated continued interest in the 200-acre Midtown Business Park, pursuing negotiations on a prospective project. - Key areas of focus include biotechnology and life sciences, healthcare and medical services, hospitality and tourism, professional and business services, and innovation and entrepreneurship. - Developed workforce development partnerships through Blinn and Texas A&M University and strengthened partnerships with Small Business Development Center, the McFerrin Center for Entrepreneurship, Brazos County, the City of Bryan, and the Chamber of Commerce. - With expanded staff capacity dedicated to industry-specific business retention and recruitment, College Station's 2025 strategy was intentional, data-driven, and collaborative, positioning the City as a competitive and attractive location for industry growth.	
	Business Retention & Expansion	
	- Hosted the quarterly Business Over Breakfast series, produced the monthly Hospitality Insider newsletter, and collaborated with regional partners to align activities and initiatives that promote local economic development and support local businesses. - Co-led the launch of CONNECT in partnership with the Small Business Development Center and the McFerrin Center for Entrepreneurship. CONNECT is a collaborative initiative that brings regional agencies together to support small businesses and entrepreneurs through coordinated services and knowledge sharing. - Expanded Economic Development team by adding staff dedicated to Business Retention & Expansion (BRE) in industry. - Organized and facilitated focus groups engaging 200+ local business leaders to inform the City's economic development strategic planning process with TIP Strategies.	

	Christmas in College Station Campaign	
	- Executed the “Christmas in College Station” campaign for the 5th consecutive year to position College Station as a premier holiday destination including an ongoing partnership with Santa’s Wonderland, engagement with local businesses and stakeholders, and hosting signature events in entertainment districts to attract visitors and boost the local economy. - A partnership with the Texas Music Scene provided a memorable experience for attendees and infused energy into the campaign while highlighting The Tap, a local music venue.	
	Destination Entertainment Venues - Wolf Pen Creek Park & Northgate	
	- Continued to organize and promote recurring events in the Northgate District such as “Homegrown at Northgate” vendor markets in the fall and spring, as well as “Howdy Holly Days”, the signature family-friendly Christmas market. - Pursued a music grant program to active the Patricia Street Promenade. Initiated discussions on a prospective partnership to bring improved facilities and additional events at the Wolf Pen Creek Amphitheater site. - Pursued a Request for Proposals process for a prospective redevelopment of the City-owned surface lot in Northgate.	
	Amplifying Existing Events	
	- The Economic Development team held the inaugural Aggieland Music Industry Summit, featuring panel discussion with professionals from across the music industry. - Hosted the Homegrown Tailgates prior to home A&M football games, with new additions including shuttle service to and from the stadium as well as a media partnership with Candy 95, a local radio station. - Christmas events provided an opportunity to give back, as staff partnered with Twin City Mission, the local homeless services provider, on a blanket drive during events. - Introduced a charitable partnership with Chrissy’s Closet by encouraging attendees to donate items to support College Station Independent School District students in need.	
	Marketing & Promotional Strategies	
	- Expanded the “Business over Breakfast” series and engaged with various stakeholder groups through various community presentations. - The ongoing update to the Economic Development Master Plan provided additional opportunities for collaboration and storytelling about business recruitment, retention and expansion activities, and partnerships. Staff coordinated with Public Communications on a new grow.cstx.gov website. - Visit College Station repositioned its brand story, established a novel marketing campaign, updated creative content, and produced all-new print and digital collateral.	

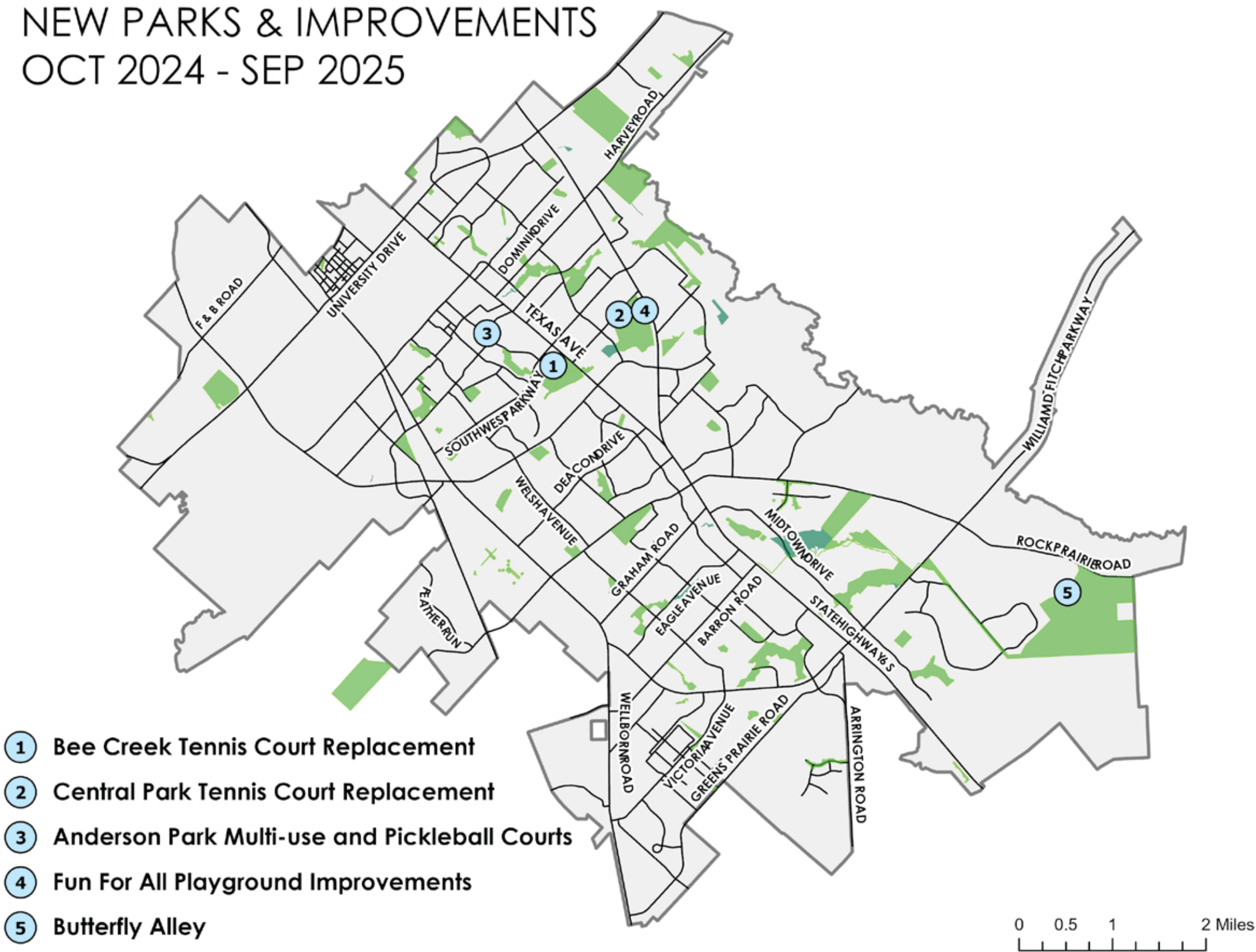


CHAPTER 5

ENGAGING SPACES

GOAL: Highly desirable parks, greenways, arts and cultural amenities that support high-quality experiences for residents and visitors.

NEW PARKS & IMPROVEMENTS
OCT 2024 - SEP 2025



ACTION ITEM STATUSES

5.1	On Track	Continue to support, promote, and operate major arts, entertainment, sporting, and cultural destinations through cumulative actions.
- The City hosted numerous events in FY25: - Soccer, softball, and 7v7 sports tournaments with over 600 teams. - The I Heart America Signature Event drew 7,700+ attendees for Independence Day. - The Texas Amateur Athletic Federation, a collaboration with Bryan that brought in 7,110 athletes. - Three Starlight Music Series concerts with over 6,000 people across the three concerts. - The 41st MLK Keeping the Dream Alive event at the Lincoln Center. - The BCS Marathon. - The Christmas in the Park event, brought in over 5,000 participants in two days.		
5.2	On Track	Maintain and expand community-based greenway and open space preservation programs.
- The Adopt-a-Greenway program engaged community volunteers to help maintain parks and greenways. - The Parks & Recreation Department recently assumed stewardship for greenways and is currently in the process of hiring a new events coordinator.		
5.3	On Track	Continue to expand outreach about the parks and greenway system.
- The Parks & Recreation Department hired a marketing coordinator and updated the E-Newsletter and Recreation Connection magazine, as well as the website. - The Parks program guide was renovated to provide program information twice a year as Recreation Connection with the first edition being January 1-July 31.		
5.4	On Track	Support a community-wide public art program.
- Installed public art at G. Hysmith Skate Park at Brian Bachmann Community Park. - The City collaborated with Juvenile Services and the Purple Turtle Art Studio to host the A.R.T. for Life program.		
5.5	On Track	Continue leisure, health, and educational programming.
The Parks & Recreation Department offered a variety of leisure, health, and educational programming for all citizens through the Recreation Connection guide.		
5.6	On Track	Identify and secure public and private funds for the acquisition of parks, greenways, and facilities.

- The Parks & Recreation Department received several grants from the Texas Parks and Wildlife Department. - Recreational Trails Program Request: \$287,997 Match: \$71,999 Total Project Cost: \$359,996 Phase two if Independence Park, a 67-acre passive, nature-based park facility. Includes west side recreational trails. - Received a grant award notification in January for a matching amount of \$750,000 for trails and connectivity at Texas Independence Park.		
5.7	On Track	Continue inter-agency coordination and establish new public-private partnerships to provide additional amenities, funding, networking, and co-production opportunities.
- The Parks & Recreation Department coordinated several public-private partnerships. - Solicited \$15,000 worth of sponsorships for I Heart America Celebration. - Sought sponsorships and partnerships for Games of Texas. - Received approval for an additional staff member responsible for volunteer and community engagement and their start date was in March. - Partnered with the City of Bryan and various other businesses and organizations to host the 2025 Games of Texas in July. - Successfully launched the Community Sponsorship Opportunities, raising \$25,000.		
5.8	Not Started	Evaluate, amend, and develop relevant ordinances to protect natural resources, habitats, and green-water infrastructure.
5.9	Not Started	Investigate the feasibility of incorporating riparian buffer standards to preserve sensitive land along waterways.
5.10	On Track	Consider new and enhanced natural resource management strategies that promote environmental sustainability and stewardship and improve quality of life.
- Parks & Recreation staff partnered with the Native Plant Society to provide volunteer opportunities once a month for plant pulls. Programing at Lick Creek Park offers Birding 101 in partnership with the Audubon Society. - The Parks & Recreation Department hosted a residential giveaway for over 3,000 trees of various sizes to residents to support the Cooling College Station Plan.		

5.11	On Track	Invest in the redevelopment of existing parks.
▪ In the FY25 budget, the Parks & Recreation Department received 1.25 million dollars in funding to support the upgrade and replacement of various amenities within the parks to include playground structures, gazebos, and other items as needed. ▪ Completed the new playground for 2-5 year-old children in the Fun For All Playground located within Central Park. ▪ Installed 4 outdoor courts for pickleball, futsal, and other sports with LED lighting. ▪ Includes additional parking. ▪ Bee Creek and Central Park Tennis Courts. ▪ Surface rehabilitation. ▪ Structural rehabilitation at Bee Creek. ▪ Replaced chain link fences to reduce the gap between support poles and the slab. ▪ Removed and selectively replaced overhead lights with LED poles.		
5.12	On Track	Conduct community-wide parks and recreation needs assessments and pursue recommended improvements.
▪ Initiated an update to the Parks, Recreation, and Open Spaces Master Plan. ▪ The Parks & Recreation Department conducted a parks conditions assessment to evaluate the entire park inventory and will be making recommendations for improvements and replacements.		
5.13	Not Started	Identify a land acquisition strategy and integrate additional greenspace.
5.14	On Track	Create connections between key elements of the parks, recreation, greenways systems, and destinations.
▪ The Parks & Recreation Department worked with City's Transportation Planning Division to update the Active Transportation Master Plan (update to the Bicycle, Pedestrian, and Greenways Master Plan).		
5.15	On Track	Design and construct inclusive, accessible, and sustainable parks and greenway trails.

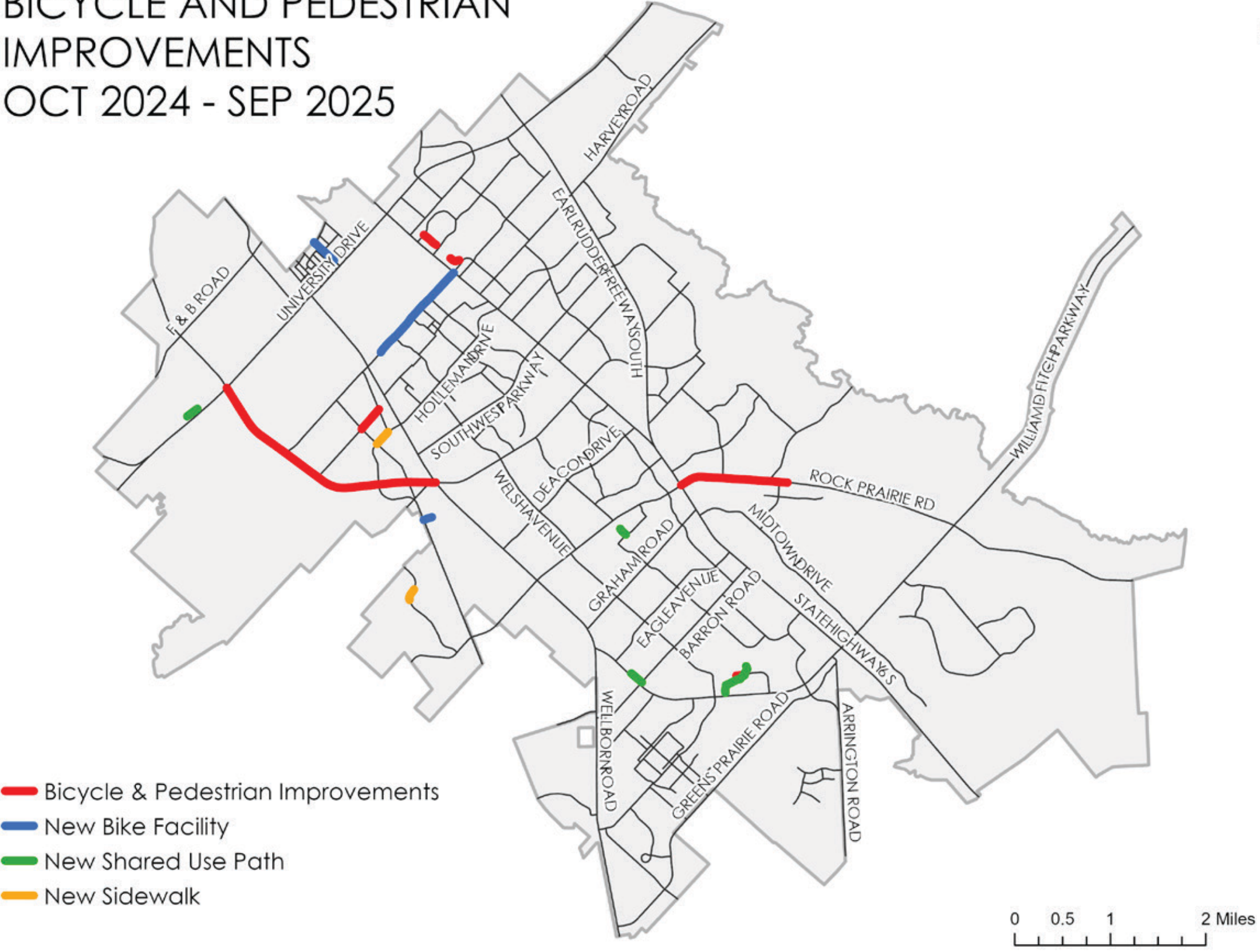


CHAPTER 6

INTEGRATED MOBILITY

GOAL: An innovative, safe, and well-connected, multi-modal mobility system serving all user types that is designed to support the surrounding land uses.

BICYCLE AND PEDESTRIAN
IMPROVEMENTS
OCT 2024 - SEP 2025



ACTION ITEM STATUSES

6.1	On Track	Implement complete street and context sensitive design.
The creation of a new Active Transportation Master Plan is underway and will consider updating the City's thoroughfare cross sections to propose alternatives in street design and construction and include prioritize mode corridors.		
6.2	Achieved FY2025	Conduct a Thoroughfare Plan audit.
A Traffic Congestion & Mobility Analysis was completed that assessed the traffic congestion at 50 intersections around the City and identified potential modifications to relieve traffic congestion while accommodating other modes of travel.		
6.3	On Track	Enhance and upgrade intersections.
Capital Projects Department staff managed several intersection upgrade projects in 2025. In total, more than 20 street projects with intersection upgrades are under design or construction. Many of these will continue in FY26.		
6.4	On Track	Continue to evaluate and implement best management practices to increase bicycle and pedestrian use.
The Bicycle, Pedestrian, and Greenways Master Plan is currently in the update process as a new Active Transportation Master Plan and will include a level of traffic stress assessment for the existing bicycle and pedestrian network, updates programming efforts, and new thoroughfare cross section alternatives to provide additional methods for bicycle and pedestrian infrastructure to be implemented.		
6.5	On Track	Undertake streetscape improvements within gateways and image corridors.
The third gateway sign located at the intersection of Highway 47 and Raymond Stotzer Parkway was completed in the last quarter of FY2025.		
6.6	On Track	Evaluate transit funding partnerships.
The City Council approved shared funding in the amount of \$334,000 for FY2025. City Management participates in a new Urbanized Area committee that the Brazos Transit District formed for input into operations in the urbanized area of Brazos County.		

6.7	Not Started	Prioritize programs and improvements that will reduce vehicular demand.
6.8	On Track	Maintain the various funding programs for mobility projects. The Planning & Development Department assisted the Bryan-College Station Metropolitan Planning Organization (MPO) in developing and updating its 25-year Metropolitan Transportation Plan (MTP). It includes future TxDOT funding for projects along high priority corridors of SH 6, FM 2154 (Wellborn Road), SH 30 (Harvey Road), SH 40 (William D. Fitch Pkwy), FM 2818 (Harvey Mitchell Pkwy), FM 2347 (George Bush Drive), and the Bush/Wellborn Interchange. Implementation of the projects in the approved City capital improvements program, including those from the 2022 bond election, is on-going.
6.9	On Track	Fund bicycle and pedestrian infrastructure and safety improvements. - A design contract was awarded for the construction of 8 high priority sidewalk segments and 3 shared use path segments. - The City was awarded a Transportation Alternatives grant for funding bicycle and pedestrian improvements at the intersection of George Bush Drive and Timber Street. - A sidewalk was extended along Foster Ave between Walton Dr and Francis Dr and Gilchrist Ave and George Bush Dr E using Community Development Block Grant (CDBG) funds.
6.10	Not Started	Develop performance measures, collect transportation data, and monitor trends.
6.11	Not Started	Evaluate Traffic Impact Analysis (TIA) requirements.
6.12	Not Started	Evaluate and update access management strategies.
6.13	Not Started	Develop and implement a travel demand management program.

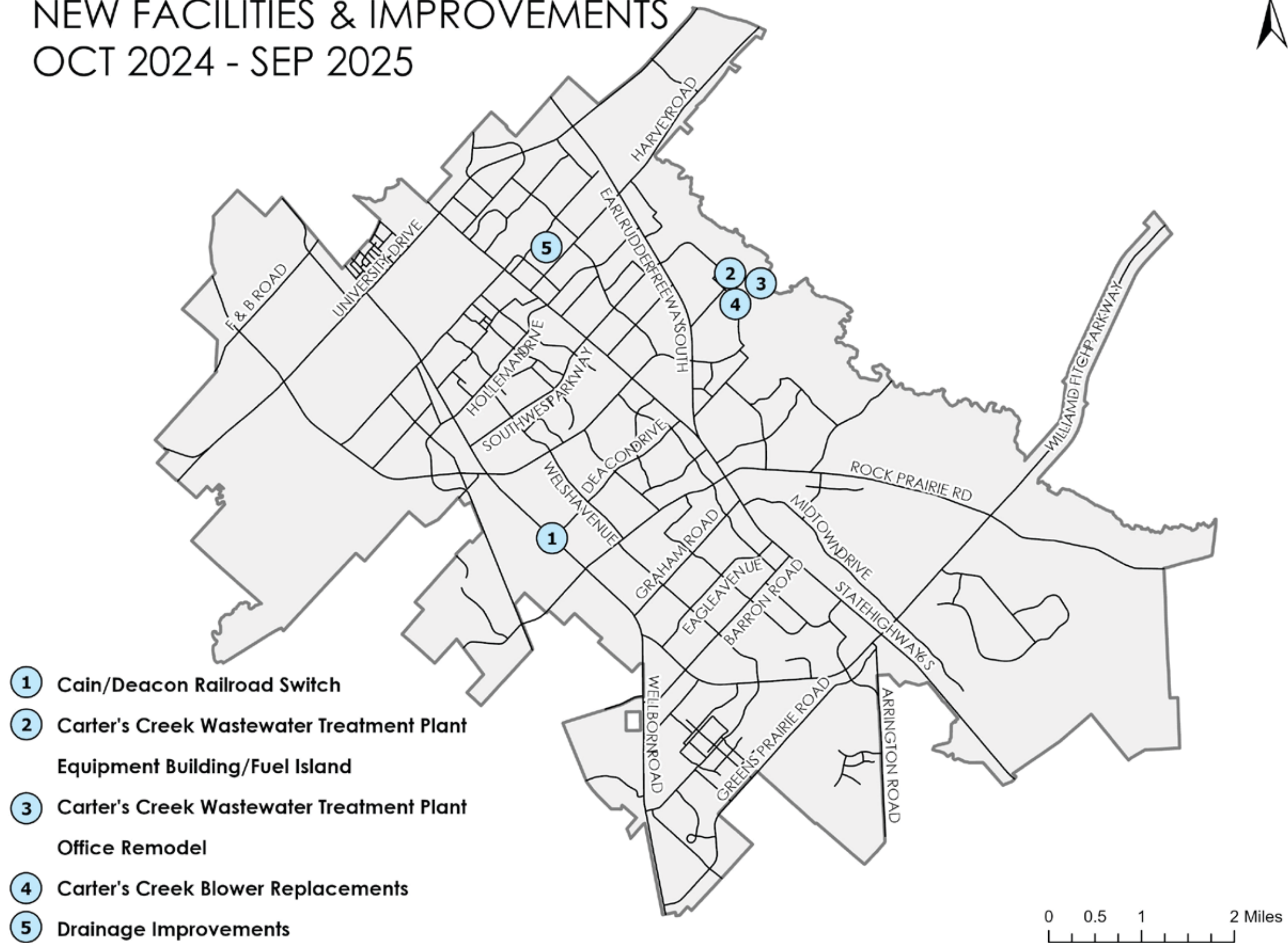


CHAPTER 7

EXCEPTIONAL SERVICES

GOAL: Exceptional municipal facilities and services that meet community needs, contribute to community character, exhibit environmental stewardship and resiliency, support surrounding land uses, incorporate full life-cycle costs, and are coordinated and fiscally responsible.

NEW FACILITIES & IMPROVEMENTS OCT 2024 - SEP 2025



ACTION ITEM STATUSES

7.1	On Track	Prioritize utility and service improvements in existing areas.
- Foster Avenue Sidewalks. - Safety improvements from Walton to Francis and Gilchrist to George Bush. - Greens Prairie Extension (Phase 2) - Arrington to City Limits. - Reconstruction of Greens Prairie to replace asphalt with concrete roadway with curb, gutter, UG storm sewer and sidewalks. - Arrington to City Limits. - Stallings/University Oaks Culverts. - Upgrade drainage at Stallings Dr. and University Oaks Blvd.		
7.2	On Track	Develop a comprehensive facilities plan.
- The first iteration of the facilities master plan was completed in April 2024. - An additional two phases of the Facilities Master Plan are being considered to provide a comprehensive analysis of all City facilities. - Phase 2 would capture all other City buildings not included in Phase 1 (approximately 39 buildings). - Phase 3 would provide a lifecycle analysis for all buildings addressed in phases 1 and 2.		
7.3	On Track	Continue capitalizing on opportunities to achieve multiple community objectives through coordinated infrastructure projects.
- Capital Projects staff coordinated with Public Works, Water Services, Electric, and Planning & Development Services on all capital projects as needed and appropriate. - College Heights Utility Rehabilitation. - McCulloch Utility Rehabilitation. - Krenek Tap Reconstruction. 2818 Transmission Line Relocation. - Relocated multiple utilities along FM2818 from FM2154 to FM60. - University Drive to Jones Butler Dr. - Cain/Deacon Railroad Switch. - Designed and constructed Railroad crossing at Deacon and closing Cain Railroad crossing.		
7.4	On Track	Continue to build resiliency in municipal operations and services.
7.5	Achieved FY2023	Evaluate the utilization of community paramedicine.

7.6	On Track	Continue to pursue recognition, credentials, and accreditations City-wide.
The City received the Texas Comptroller's Transparency Trailblazer award for fiscal transparency. College Station is one of only 10 cities in Texas to be recognized in all six categories.		
7.7	On Track	Continue to sustain and grow emergency management preparedness.
7.8	On Track	Continue using business intelligence, data analytics, and data visualization tools.
- The Information Technology Department continued to assist City departments in their desire to leverage these tools. - Departments can collect and analyze data from various sources, including citizen feedback, social media, traffic data, and sensor data, to gain valuable insights to provide enhanced services.		
7.9	On Track	Continue to expand wi-fi to public buildings.
- The Information Technology Department ensured all new or renovated city buildings have sufficient wi-fi services. - All wi-fi services include a free public option and a secure employee-only internal city network.		
7.10	On Track	Update public service plans.
- Master Plans are in progress for Economic Development, Tourism, Parks & Recreation, Active Transportation, Water/Wastewater. - Updated the Solid Waste Service and Rate Study, including rates and routes/schedules.		
7.11	On Track	Utilize municipal service cost-benefit assessments in planning utility expansion.
In FY2025, the City completed a Solid Waste Rate Study.		
7.12	Not Started	Evaluate ways to reduce energy consumption.

7.13	On Track	Pursue and support local water conservation and reuse initiatives.
▪ The Water Services Department pursued and supported local water conservation and reuse initiatives in several ways. ▪ Utilized reclaimed water at Veteran's Park. ▪ Monitored City water usage and encouraged conservation.		
7.14	On Track	Continue outreach and educational programs to reduce resource consumption.
▪ The Solid Waste Division encouraged participation in single stream recycling through public outreach including radio appearances, podcasts, blog posts, keeping Recollect mobile app updated, and updating and distributing the Solid Waste and Recycling Guide for 2024-2026. Assisted the Twin Oaks Landfill with Household Hazardous Waste Collection twice a year.		
7.15	On Track	Continue to implement best practices in meeting or exceeding State and Federal standards for stormwater management.
▪ The Planning & Development Services Department progressed on yearly Stormwater Management Plan Best Management Practices. ▪ Submitted the Annual Storm Water Management Plan certification in March 2025. Stormwater Management Program meeting next 5-year's Texas Commission on Environmental Quality General Permit was posted in May 2025.		
7.16	On Track	Advance sound floodplain management practices.
▪ The Planning & Development Department implemented the higher flood plain management standards identified with the Federal Emergency Management Agency National Flood Insurance Program Class 6 Rating.		

7.17	On Track	Continue to meet or exceed State and Federal water quality standards for drinking water sources.
7.18	On Track	Continue to keep wastewater collection and treatment capacities ahead of demand. - As of 7/1/2025, wastewater collection and treatment capacity are at 68%. - Carters Creek Wastewater Treatment Plant Equipment Buildings and Fueling Station. - Designed and constructed pre-engineered manufactured building with 6 bays adjacent to a 2-pump fuel island. - Carters Creek Blower Building #2 Replacement. - Replacement of the existing aeration blowers. - Carters Creek Blower Building #3 Replacement. - Replacement of existing aeration buildings. - Decommissioned Carter Lake Wastewater Treatment Plant. - Constructed low flow lift station and 2" force main from Carter Lake to Green Jay Drive.
7.19	On Track	Continue coordinated electric planning along with area partners.
		Participated in electric infrastructure planning with area partners.
7.20	On Track	Design high-quality public facilities that reflect the character of their surroundings.
		The Capital Improvement Projects Department worked with stakeholders and residents to develop public facilities that reflect and serve their community.
7.21	On Track	Design City facilities and infrastructure to incorporate sustainable and resilient practices.
		- The Capital Improvement Projects Department worked to incorporate sustainability and resilience in City facilities and infrastructure. - Several projects in FY2025 worked to achieve this action, including upgrades at the Arnold Road fuel station and the future installation of generators at the Lincoln Center and the Bob & Wanda Meyer Senior Center.
7.22	Off Track	Provide public safety facilities to maintain adequate service and response times.
		- Total response times do not meet department benchmarks for EMS responses. - The City broke ground for Fire Station #7, which will provide additional support for service and response times once established.



CHAPTER 8

MANAGED GROWTH

GOAL: Fiscally responsible and carefully managed development that is aligned with growth expectations and the ability to provide safe, timely, and efficient infrastructure and services.

ACTION ITEM STATUSES

8.1	On Track	Prioritize proactive infrastructure investments and programs in strategic redevelopment and infill areas.
Completed road improvement projects in the Northeast Gateways (Lincoln Road Rehabilitation, Foster Street Shared-Use Paths) and added new bike lanes to Nagle Street in the Northgate Redevelopment Area.		
8.2	On Track	Amend the zoning map and consider regulatory incentives to encourage infill and redevelopment.
8.3	On Track	Re-envision underutilized retail uses and incentivize redevelopment and/or reuse of vacant buildings and properties.
- The Economic Development & Tourism Department maintained routine collaboration with a retail consultant regarding recruitment focus and activities. - Attended national and local trade shows to recruit targeted retailers and developers.		
8.4	On Track	Evaluate the utilization of impact fees that provide revenues to support infrastructure demands.
The Planning & Development Services Department implemented the second of three residential collection rate annual increases for water and roadway impact fees January 1, 2025, as programmed. Semi-annual reporting was presented to Impact Fee Advisory Committee and City Council in compliance with Local Government Code.		
8.5	Achieved FY2023	Evaluate and revise the Water/Sanitary Sewer Extension Policy.
8.6	On Track	Conduct fiscal impact analyses.
The Economic Development Department led several staff training courses on the model, which is currently in the testing phase.		
8.7	On Track	Continue the City's Oversize Participation practice, where appropriate.
Residential high-rise development, Aspire II, received approval for funding of a sanitary sewer line in 2024. The project recently completed construction and is in process of requesting reimbursement.		

8.8	On Track	Use available tools to strategically manage growth pressure in the ETJ.
▪ At the 7/10/2025 City Council meeting, the City entered into a development agreement for a property on Arrington Road, which will petition for annexation before the City approves preliminary plans. ▪ Throughout the fall of 2024, the City met and corresponded with elected officials and staff in the state legislature, stating the City's position and seeking clarification and a resolution to the constitutional conflict created by SB 2038.		



CHAPTER 9

COLLABORATIVE PARTNERSHIPS

GOAL: Well-coordinated planning at all levels and effective engagement with local jurisdictions, institutions, and organizations to further realize the City's vision and support the broad community.

ACTION ITEM STATUSES

9.1	On Track	Reference the Comprehensive Plan actions within City master plans.
9.2	Off Track	Reference the Comprehensive Plan and City master plans in Capital Improvements Planning, departmental work programs, and budgeting processes.
Several departments reference the Comprehensive Plan to guide their annual work plans and prioritize funding for certain Capital Improvement Projects.		
9.3	Off Track	Establish a university/City annual agenda.
Quarterly meetings with the Texas A&M University president continued, but a 12-month agenda was not created.		
9.4	On Track	Gather growth expectations.
In FY2025, Planning & Development staff completed the City of College Station Existing Conditions Report, which documents trends and growth patterns in the city. Staff also developed an online dashboard to report monthly population estimates to the public.		
9.5	Off Track	Formalize ongoing collaborations and establish a planning coordination task force with Texas A&M University and the City.
- A planning coordination task force was not created and is not in progress. - The City collaborated with Texas A&M on plans to redevelop Hensel Park.		
9.6	On Track	Continue “good neighbor” initiatives with Texas A&M for permanent and temporary residents.
- Neighborhood Services staff supported several “Good Neighbor” initiatives. - Partnered with Code Enforcement officers to administer parking flyers in neighborhoods with significant parking issues. - Conducted quarterly meetings with City staff and Texas A&M Off-Campus Student Services Department. - Met with Texas A&M faculty, participated in the National Night Out and the Off Campus Student Services Luncheon, and lead 3 instances of the Community Living Course.		

9.7	On Track	Contribute to a joint branding effort with Texas A&M University.
9.8	On Track	Expand tourism opportunities with Texas A&M University.
9.9	Off Track	Pursue partnerships with Texas A&M University regarding environmental stewardship.
This action item is not currently being pursued.		
9.10	On Track	Convene coordination meetings with neighboring jurisdictions and regional planning organizations.
- As Brazos Transit District entered an “urbanized area” (UZA) classification, a UZA governance committee was created. - The City is a member of the committee and is seeking more effective transit options in College Station through the FY2025 and FY2026 funding agreements.		
9.11	On Track	Pursue interlocal cooperation agreements.
- The City and Texas A&M University entered an Interlocal Agreement for fire services on campus, in which Texas A&M will reimburse the City for the services it provides. - Signed the Northeast Trunk Line (NETL) Phase 4 Memorandum of Understanding (MOU). The MOU states that the City of College Station’s NETL will not pass through the City of Bryan. In exchange, the City of Bryan is giving College Station easements and right of way and \$250,000 to remove a lift station on the west side, as well as agreeing to serve areas on the west side and when they complete construction of a new sewer plant they will utilize its capacity to serve an area currently serviced by one of the lift stations.		
9.12	On Track	Continue to coordinate with the College Station Independent School District and public charter schools.
- College Station Independent School District (CSISD) has members of the Recreation Center Advisory Committee and the Baseball Field Advisory Committee. - Members of the Planning & Development Services Department met with the Chief Financial Officer of CSISD to share demographic and growth data. - Engineers from the Planning & Development Services Department participate in regular coordination meetings with CSISD.		

9.13	On Track	Continue to participate in regional mobility initiatives.
▪ The Planning & Development Services Department participated in several regional mobility initiatives. These included assisting the Bryan-College Station Metropolitan Planning Organization (MPO) in developing its 25-year Metropolitan Transportation Plan (MTP), which involves future funding for several high priority corridors in Brazos County. Staff also collaborated with Brazos County regarding the design of Harvey Road (SH 30) corridor and TxDOT regarding SH 6, FM 2154 (Wellborn Road), Bush/Wellborn interchange, and other safety funded projects.		

November 13, 2025
Item No. 6.17.
Repeal of Resolution No. 09-13-12-2g

Sponsor: Jeremiah Cook, Assistant Director - Tourism

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on a repeal of Resolution No. 09-13-12-2g which established the Hotel Occupancy Tax Fund Event Grant Application Policy which was administered in coordination with the Bryan-College Station Convention & Visitor's Center Bureau.

Relationship to Strategic Goals:

- Good Governance
- Diverse & Growing Economy

Recommendation(s): Staff recommends the council approve the repeal of the resolution.

Summary: On September 13th, 2012, the City Council passed a resolution regarding the collaboration between the City and the Bryan College Station Convention & Visitors Bureau for administering Hotel Occupancy Tax grants to festivals and events hosted in the city.

On January 9th, 2025, the City Council passed Ordinance No. 2025-4569, establishing the Tourism Committee. The ordinance directed the committee to review and recommend Hotel Occupancy Tax (HOT) grant funding to the City Manager for sports tournaments, conferences and conventions, leisure events, arts, and other similar activities within the scope of Texas Tax Code Ch. 351 Subchapter B and any other applicable laws or policies. Grants exceeding \$100,000.00 each require the review and approval of the City Council.

During a recent policy review, the 2012 resolution was identified. This repeal is being brought to the council as a policy update to ensure compliance following the dissolution of the Bryan College Station Convention & Visitors Bureau in 2020.

Budget & Financial Summary: N/A

Attachments:

1. Resolution 09-13-12-2g
2. Ordinance 2025-4569
3. Resolution Repealing Resolution 09-13-12-2g

RESOLUTION NO. 09-13-12-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS ESTABLISHING THE HOTEL OCCUPANCY TAX FUND EVENT GRANT APPLICATION POLICY; ADOPTING THE POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Home Rule City of College Station, Texas receives numerous requests from organizations for hotel occupancy tax funds to promote and assist with local festivals and events, and

WHEREAS, use of hotel occupancy tax funds for local festivals and events shall adhere to Section 351.101 of the Texas Tax Code, which states that hotel occupancy tax funds "may be used only to directly enhance and promote tourism and the convention and hotel industry", and

WHEREAS, the City Council of the City of College Station, Texas, desires to appropriate funding for events that bring visitors and tourism to the City of College Station; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, THAT:

- PART 1: The City Manager shall be authorized to administer the Hotel Occupancy Tax Fund Event Grant Application Policy, as provided in the City of College Station Hotel Tax Fund Event Grant Application Packet, attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, for requested amounts that do not exceed \$25,000. Requests that exceed \$25,000 shall be approved by the City Council of the City of College Station, Texas.
- PART 2: The above referenced Policy shall be administered in coordination with the Bryan-College Station Convention & Visitor's Bureau (CVB), within the appropriated annual hotel occupancy tax fund budget.
- PART 3: The CVB shall review and make recommendations to the City Manager on all proposals from event organizations that provide completed applications and related information regarding proposed festivals and events eligible to receive hotel occupancy tax funds.
- PART 4: The City of College Station shall make all final decisions on hotel occupancy tax funding to be provided for proposed festivals or events. Hotel occupancy tax funding may be provided in whole, part, or none of the funding amounts requested by applicants, or recommended by the CVB.
- PART 5: The City of College Station shall have final authority to determine how hotel occupancy tax funds, if any, are dispensed to organizations.
- PART 6: The City of College Station shall have the absolute and ongoing right to audit any or all organizations requesting hotel occupancy tax funding.
- PART 7: This resolution shall take effect immediately after its passage.

ADOPTED this 13th day of September A.D. 2012.

ATTEST:


City Secretary

APPROVED:


Mayor

APPROVED:


City Attorney

ORDINANCE NO. 2025-4569

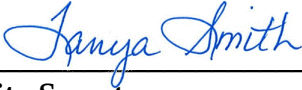
AN ORDINANCE AMENDING CHAPTER 2, “ADMINISTRATION,” ARTICLE VI, “BOARDS AND COMMISSIONS” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO THE CREATION OF A TOURISM COMMITTEE; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** That Chapter 2, “Administration,” Article VI, “Boards and Commissions” 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:** That Resolution No. 09-09-21-9.6, adopted September 9, 2021, which created a Tourism Advisory Committee, shall be repealed in its entirety.
- PART 5:** 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.

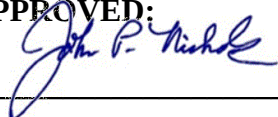
PASSED, ADOPTED and APPROVED this 9th day of January, 2025.

ATTEST:



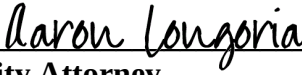
City Secretary

APPROVED:



Mayor

APPROVED:



City Attorney

EXHIBIT A

That Chapter 2, “Administration,” Article VI, “Boards and Commissions,” Division 5 “Tourism Committee” of the Code of Ordinances of the City of College Station, Texas, is hereby created to read as follows:

Sec. 2-232 Creation and Purpose. The City Council establishes and creates a Tourism Committee to promote and enhance the College Station tourism industry.

Sec. 2-233 Membership and Terms. The City Council may appoint up to eleven (11) voting members. Voting members must be residents of the City of College Station.

(a) **Voting Membership Representation.** The City Council may appoint members from the following areas:

- i. Three (3) members to represent the lodging and accommodations industry.
- ii. One (1) member to represent the food and beverage establishment industry.
- iii. One (1) member to represent the retail industry.
- iv. One (1) member to represent the attractions industry.
- v. One (1) member to represent the arts industry.
- vi. One (1) member to represent the Northgate District.
- vii. Three (3) members to represent tourism related areas of the Council’s discretion.

(b) **Non-Voting Ex-Officio Membership Representation.** The following members may serve as non-voting ex-officio members:

- i. Texas A&M University President’s Office, appointed by Texas A&M.
- ii. Texas A&M University Athletics Department, appointed by Texas A&M.
- iii. College Station Chief Development Officer.
- iv. College Station Assistant Director of Tourism.
- v. College Station Director of Parks & Recreation.

(b) **Terms, Vacancies and Officers.** The term of office is three (3) years. Vacancies are filled by the City Council for unexpired terms of vacant positions. A chairperson is appointed annually by the City Council. A vice-chairperson is selected annually by the Committee.

Sec. 2-234 Quorum and Meetings Procedures.

(a) **Quorum.** Six (6) members constitute a quorum for the transaction of any business. All meetings of the Committee are subject to the Texas Open Meetings Act.

- (b) **Meeting Times.** The Committee may regularly meet. The chairperson shall designate the time and place of such meetings by direction of the City Council or City Manager.
- (c) **Rules of Proceeding.** The Committee shall adopt its own rules of procedure subject to the City Council's policy.
- (d) **Minutes.** The Committee shall keep minutes of its meeting, recording the member's vote, or, if absent, abstaining, or failing to vote, and shall keep written records of its recommendations and other official actions, all of which shall be immediately filed in the Economic Development and Tourism Department and subject to the Texas Open Meetings Act.

Sec. 2-235 Powers and Duties

- (a) **Promotion of Tourism.** The Committee shall advise on activities for the promotion of tourism and specially charged the following:
 - (i) **Tourism Strategic Plan.** The Committee shall make recommendations to the City Manager for the effective coordination in preparing and implementing the Tourism Strategic Plan.
 - (ii) **Hotel Occupancy Tax (HOT) Grants.** The Committee shall review and recommend to the City Manager Hotel Occupancy Tax (HOT) grant funding for sports tournaments, conferences and conventions, leisure events, arts, and other similar activities within the scope of Texas Tax Code Ch. 351 Subchapter B and any other applicable laws or policies. Grants greater than \$100,000.00 each shall require the review and approval of the City Council.
- (b) **Expenditure of Funds.** The Committee and its members have no authority to expend funds or to incur or make an obligation on behalf of the City unless authorized and approved by the City Council.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, REPEALING RESOLUTION NO. 09-13-12-2G REGARDING THE HOTEL OCCUPANCY TAX FUND EVENT GRANT APPLICATION POLICY.

WHEREAS, on September 13, 2012, the City Council adopted Resolution No. 09-13-12-2g establishing the Hotel Occupancy Tax (HOT) Fund Event Grant Application Policy and authorized the City Manager to administer the Hotel Occupancy Tax Fund Event Grant Application Policy in coordination with the Bryan-College Station Convention & Visitor's Bureau (CVB) for requested amounts that do not exceed \$25,000 and requiring City Council approval for requests that exceed \$25,000; and

WHEREAS, the Bryan-College Station Convention & Visitor's Bureau (CVB) was voluntarily dissolved on December 28, 2020 and the City now operates its own Tourism Department; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** That Resolution No. 09-13-12-2g adopted on September 13, 2012, is repealed.
- PART 2:** That HOT Grant funding will follow the process in the Tourism Committee Ordinance in City Ordinance Sec. 2-235, as amended.
- PART 3:** This resolution shall take effect immediately after its passage.

ADOPTED this _____ day of _____, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

November 13, 2025

Item No. 7.1.

Presentation, discussion, and possible action regarding the Tourism Strategic Plan.

Sponsor: Jeremiah Cook, Assistant Director - Tourism

Reviewed By CBC: Tourism Committee

Agenda Caption: Presentation, discussion, and possible action regarding the Tourism Strategic Plan.

Relationship to Strategic Goals:

Diverse and growing economy

Recommendation(s): Staff recommends the Council receive the presentation and provide direction.

Summary: Following RFP 24-066, the City of College Station has engaged Jones Lang LaSalle Americas Inc. (JLL) to develop a strategic plan for the tourism division. As part of this project, JLL has conducted stakeholder interviews, collected comparative data, and held monthly meetings with the Tourism Committee to achieve the following objectives.

- Create a well-researched, data-driven plan for College Station's tourism development.
- Ensure broad participation and support from community partners, local stakeholders, and officials.
- Compare College Station with similar cities and aspirational destinations to set realistic goals and identify growth opportunities.
- Better demonstrate the economic impact of tourism, meetings, and sports events on local communities.
- Create stronger brand perceptions for College Station and its key attributes.
- Develop priority recommendations for infrastructure projects that aid visitors as well as residents.
- Establish key performance indicators (KPIs) and monitoring processes to track progress and success.
- Establish stronger civic pride and community buy-in to tourism and its benefits.

JLL staff visited College Station from July 28th to 31st, conducting focus group sessions across various sectors of the local tourism economy. These sessions were complemented by individual meetings with local stakeholders. JLL staff have also continued to meet with the Tourism Committee, which serves as the steering body for this strategic plan as outlined in Ordinance No. 2025-4569. With the initial stakeholder engagement phase, baseline analysis, and competitive analysis of the College Station community complete, JLL will present a summary of base findings and key pillars proposed for the strategic plan moving forward.

The final plan is expected to be completed and presented to the City Council in February 2026.

Budget & Financial Summary: Total project cost will not exceed \$85,000. A one-time Service Level Adjustment of \$85,000 was included in the FY 2024 Budget for this project. Encumbered funds will roll over into FY 2026 as the project continues.

Attachments:

None

November 13, 2025

Item No. 7.2.

Texas A&M Off-Campus Student Services Presentation

Sponsor: Barbara Moore, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the Texas A&M Off Campus Student Services Presentation.

Relationship to Strategic Goals:

Good Governance & Neighborhood Integrity

Recommendation(s): Recommends the council receive the presentation and information from the Off-Campus Student Services staff.

Summary: Texas A&M Off-Campus Student Services Offices will share an update on programs, services, partnerships and outreach efforts for their office that works with students living off-campus.

Budget & Financial Summary: N/A

Attachments:

None

November 13, 2025
Item No. 8.1.
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 FROM R RURAL TO GS GENERAL SUBURBAN 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.

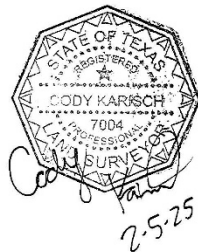
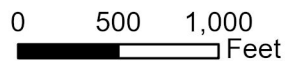
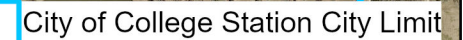


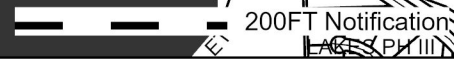
Exhibit B





Case:
REZ2025-000007

REZONING



<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		

<u>Non-Residential</u>	
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.

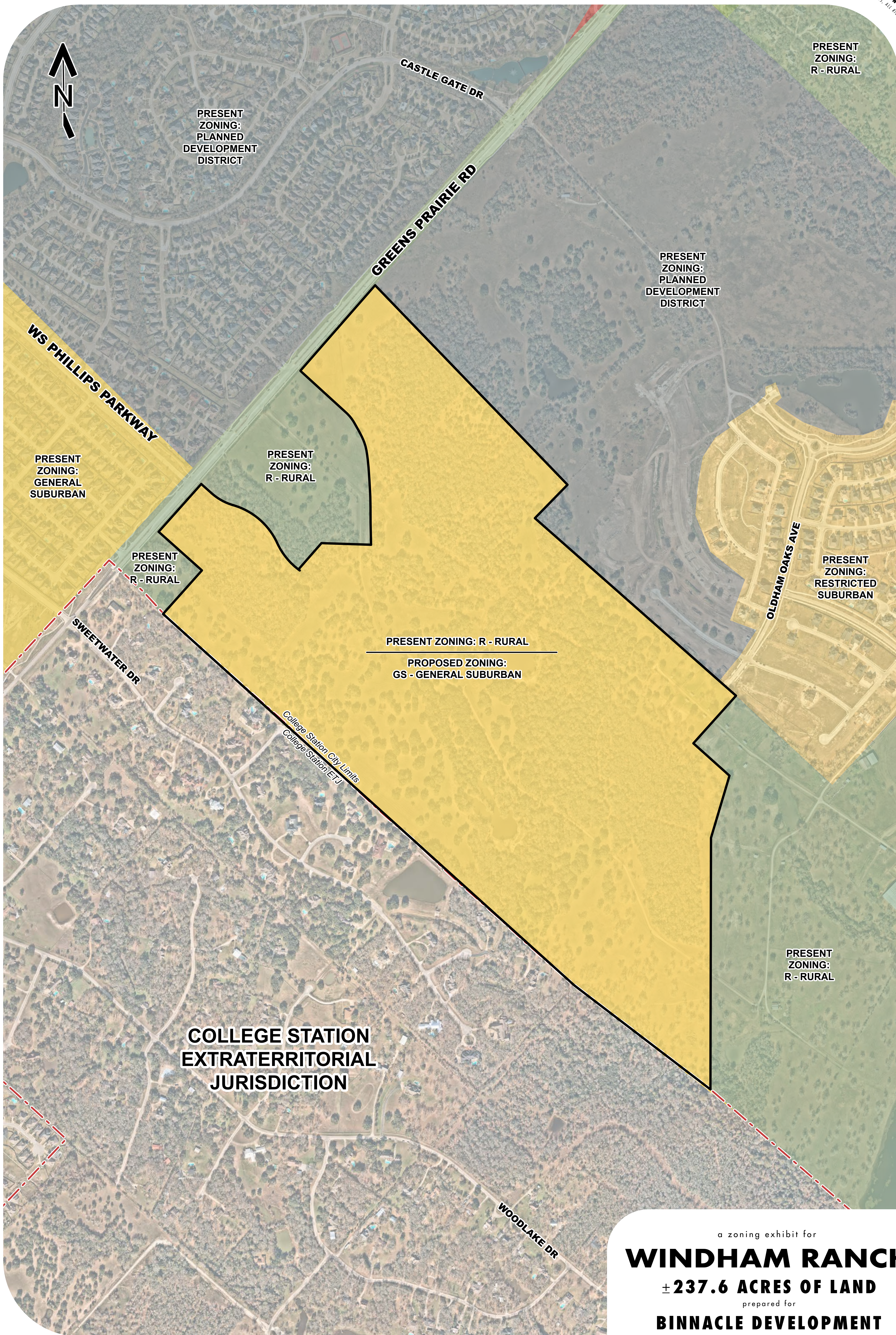
R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



WINDHAM TRACT

Case:
REZ2025-000007

REZONING



a zoning exhibit for

WINDHAM RANCH

± 237.6 ACRES OF LAND

prepared for

BINNACLE DEVELOPMENT

META
PLANNING + DESIGN

24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 150 300 600

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.

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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

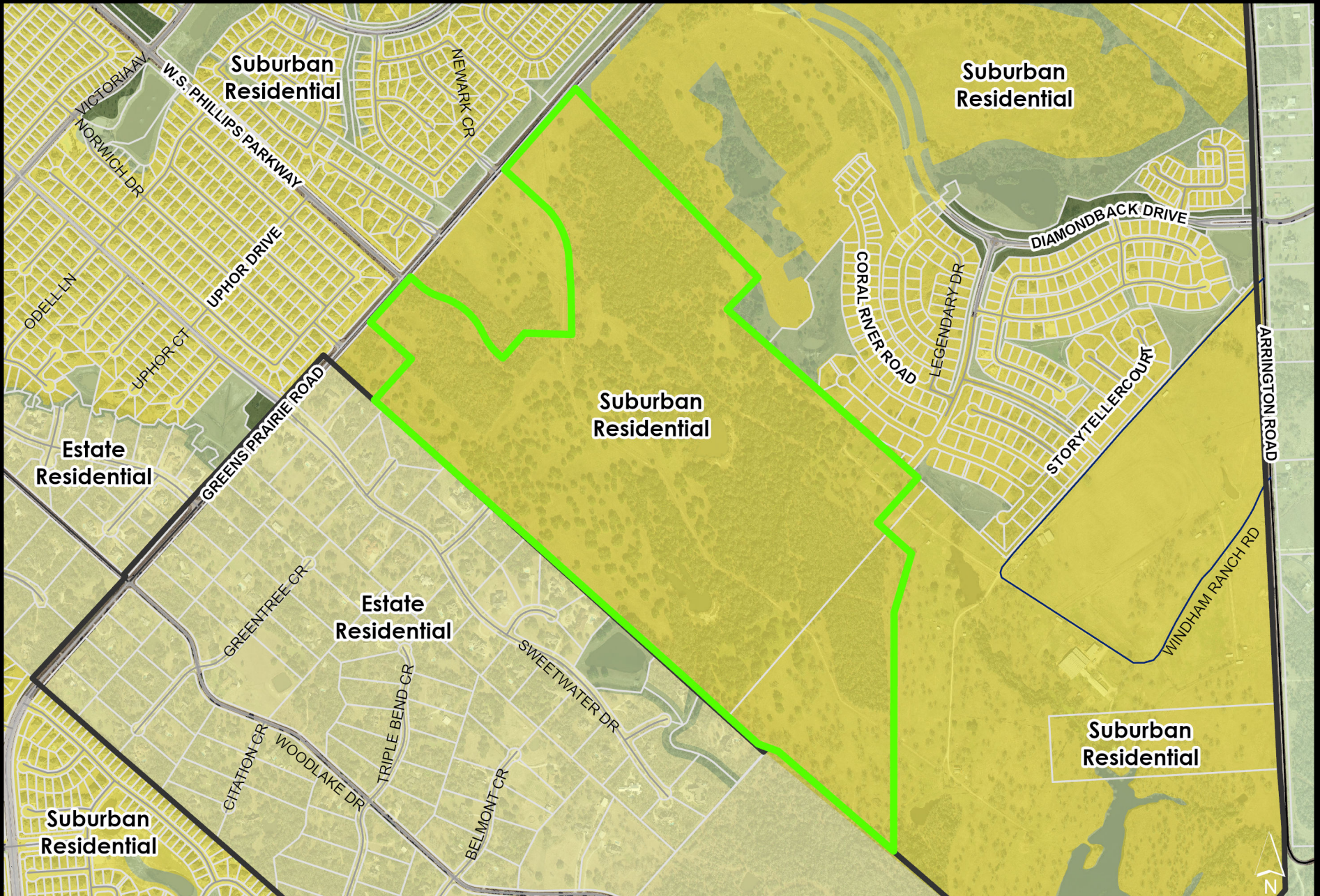
Annexation: 2002

Zoning: A-O Agricultural Open Space upon annexation
A-O Agricultural Open space renamed to R Rural (2013)

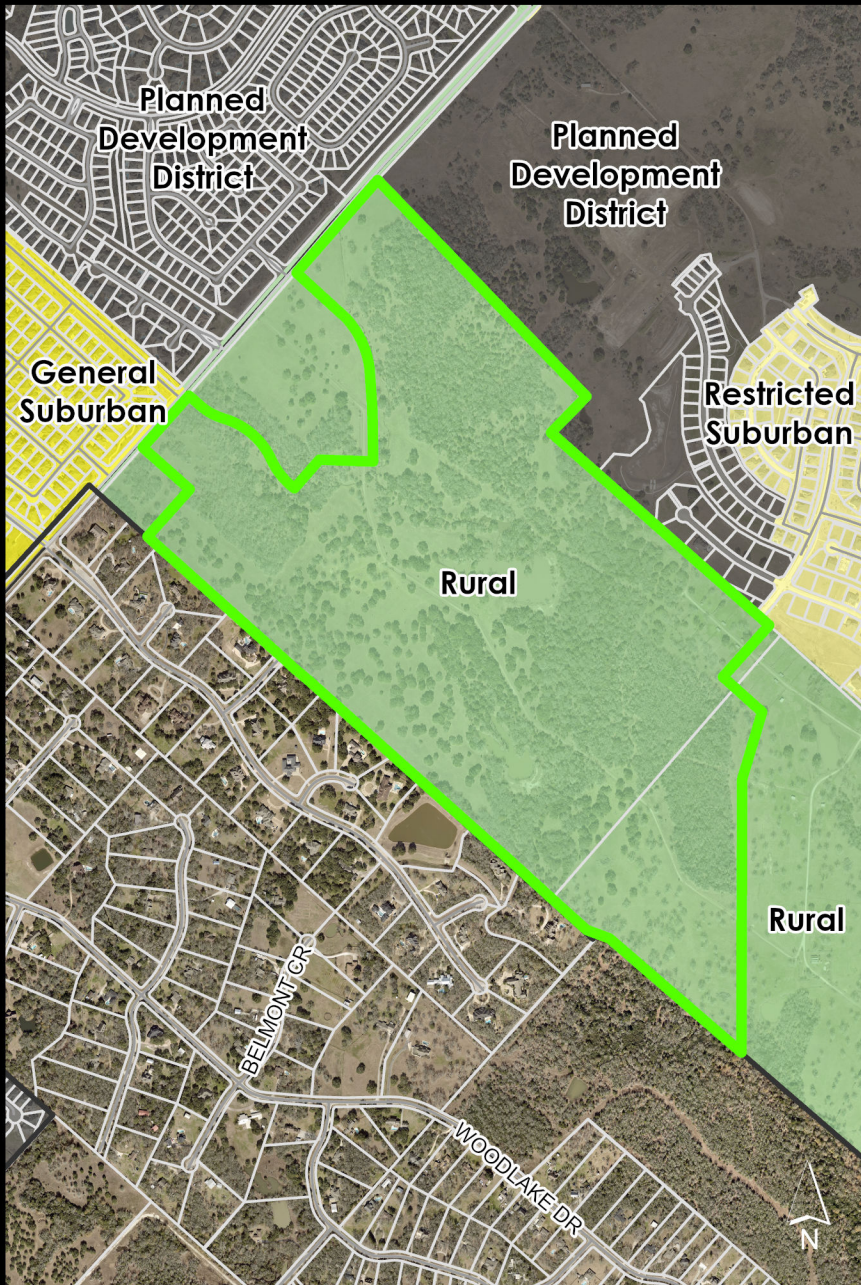
Final Plat: The property is currently unplatted.

Site development: The property is currently undeveloped.

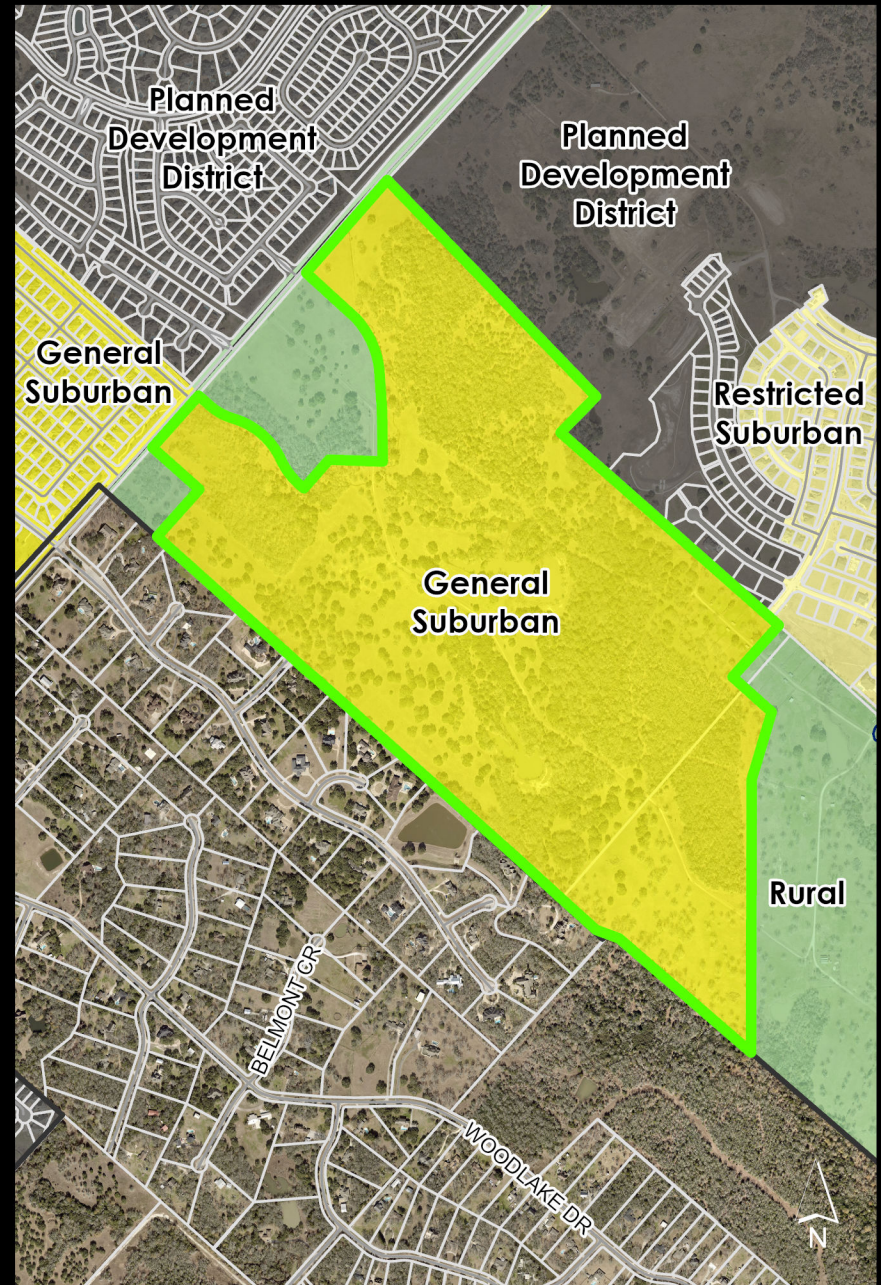
EXISTING Future Land Use



EXISTING Zoning



PROPOSED Zoning



November 13, 2025
Item No. 8.2.
1612 A & B Park Place 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 GS General Suburban to MH Middle Housing on approximately 0.5 acres generally located at 1612 Park Place A & B.

Relationship to Strategic Goals:

Diverse and Growing Economy

Recommendation(s): This item was heard at the October 16th Planning and Zoning Commission meeting, where the Commission voted 6-0 to recommend approval.

Summary: This request is to rezone 0.494 acres of land located at 1612 Park Place A and 1612 Park Place B, from GS General Suburban to MH Middle Housing. Both lots are developed as a two-story, 4-bedroom home with associated parking. 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 Mixed Residential. The Comprehensive Plan generally describes the Mixed Residential land use designation as follows:

Areas appropriate for a mix of moderate-density residential development, including townhomes, duplexes, small multifamily buildings (3-12 units), and limited small-lot single-family. These areas are appropriate for residential infill and redevelopment that allows original character to evolve. These areas may serve as buffers between more intense multi-family residential or mixed-use development and suburban residential or neighborhood conservation areas.

The intent of the district is to:

- Accommodate a walkable pattern of small lots, small blocks, and a well-connected street pattern
- Accommodate streetscape features such as sidewalks, street trees, and lighting
- Encourage community facilities, parks, and greenways within neighborhoods
- Support neighborhoods with a mix of housing types and where larger or more dense housing is located near community facilities or adjacent to commercial or neighborhood centers

The zoning districts generally appropriate for Mixed Residential land use include D Duplex, T Townhouse, MH Middle Housing, and limited-scale single-family. The proposed zoning district of MH Middle Housing 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 fronts Park Place, which is classified as a Local Street and is not on the City's Thoroughfare Plan. The properties to the North and East are zoned GS General Suburban and are single-family. The properties to the South are zoned PDD Planned Development District and are also single-family. The properties to the West are a mix of GS General Suburban zoning and the previously mentioned PDD, both of which are single-family.

The MH Middle Housing zoning district is designed to be flexible and provide a variety of housing options by-right.

The proposed zoning district is appropriate for the surrounding area as it would allow for a mix of moderate-density residential development.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject properties are suitable for uses allowed within the proposed zoning district. The site has adequate space to meet the minimal dimensional standards for MH Middle Housing. 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 Park Place, which is designated as a local street and is not on the City's Thoroughfare Plan.

5. The marketability of the property:

Rezoning the property from GS General Suburban to MH Middle Housing would allow the lot to be developed into a variety of housing options by right, making the property more marketable.

Budget & Financial Summary:**Attachments:**

1. Ordinance
2. Aerial and Small Area Map
3. Background Information
4. Applicant's Supporting Information
5. Rezoning Map
6. Existing Future Land Use Map
7. Rezoning Exhibit

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 GS GENERAL SUBURBAN TO MH MIDDLE HOUSING ON APPROXIMATELY 0.5 ACRES GENERALLY LOCATED AT 1612 PARK PLACE A & B CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A” and Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

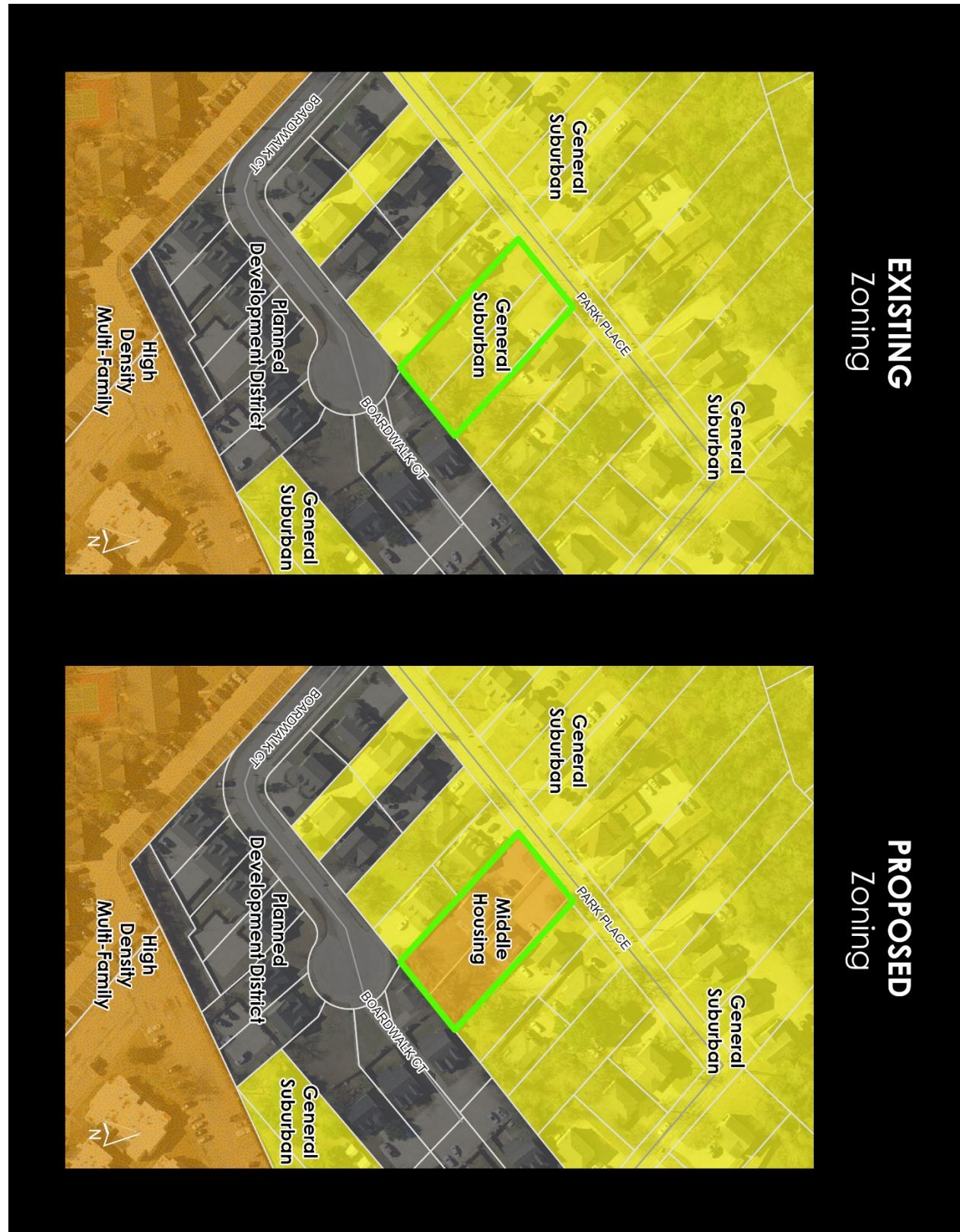
Exhibit A

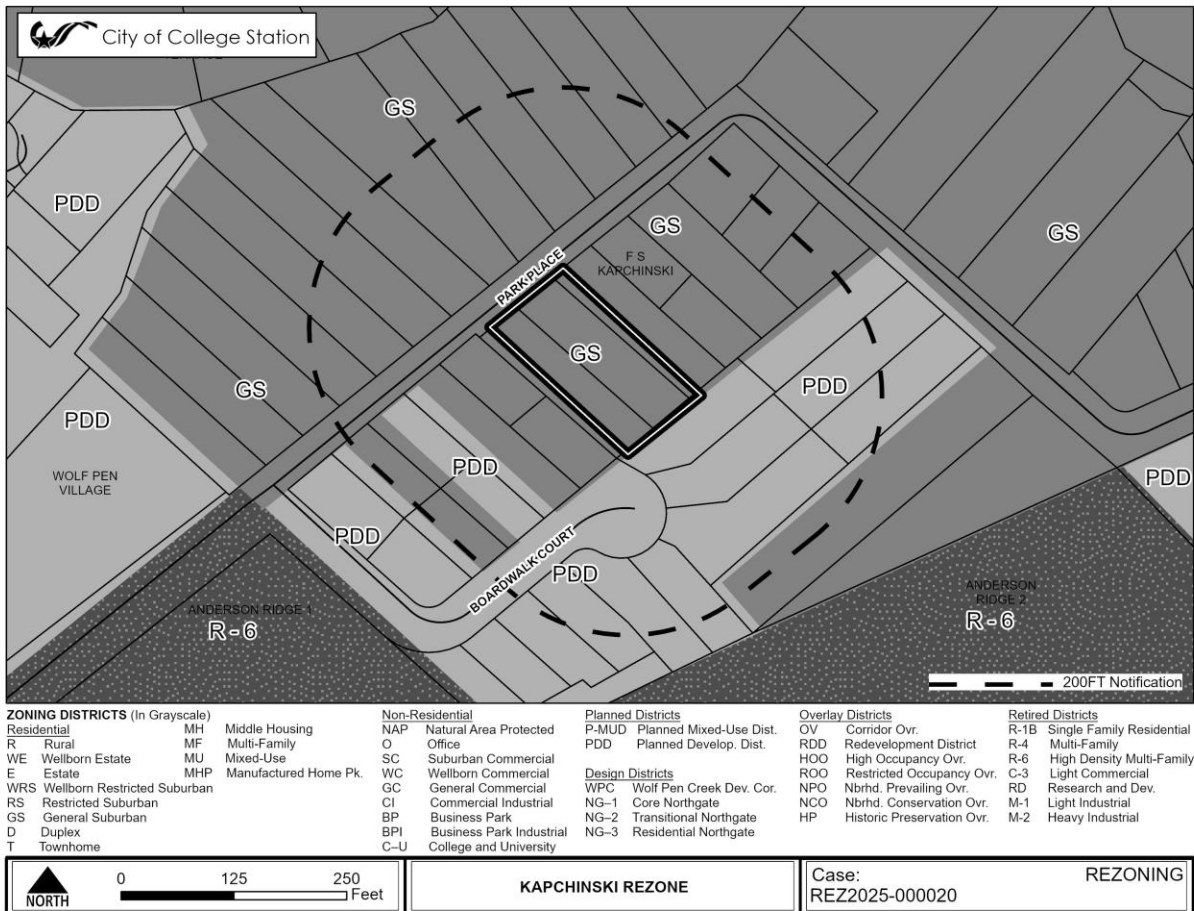
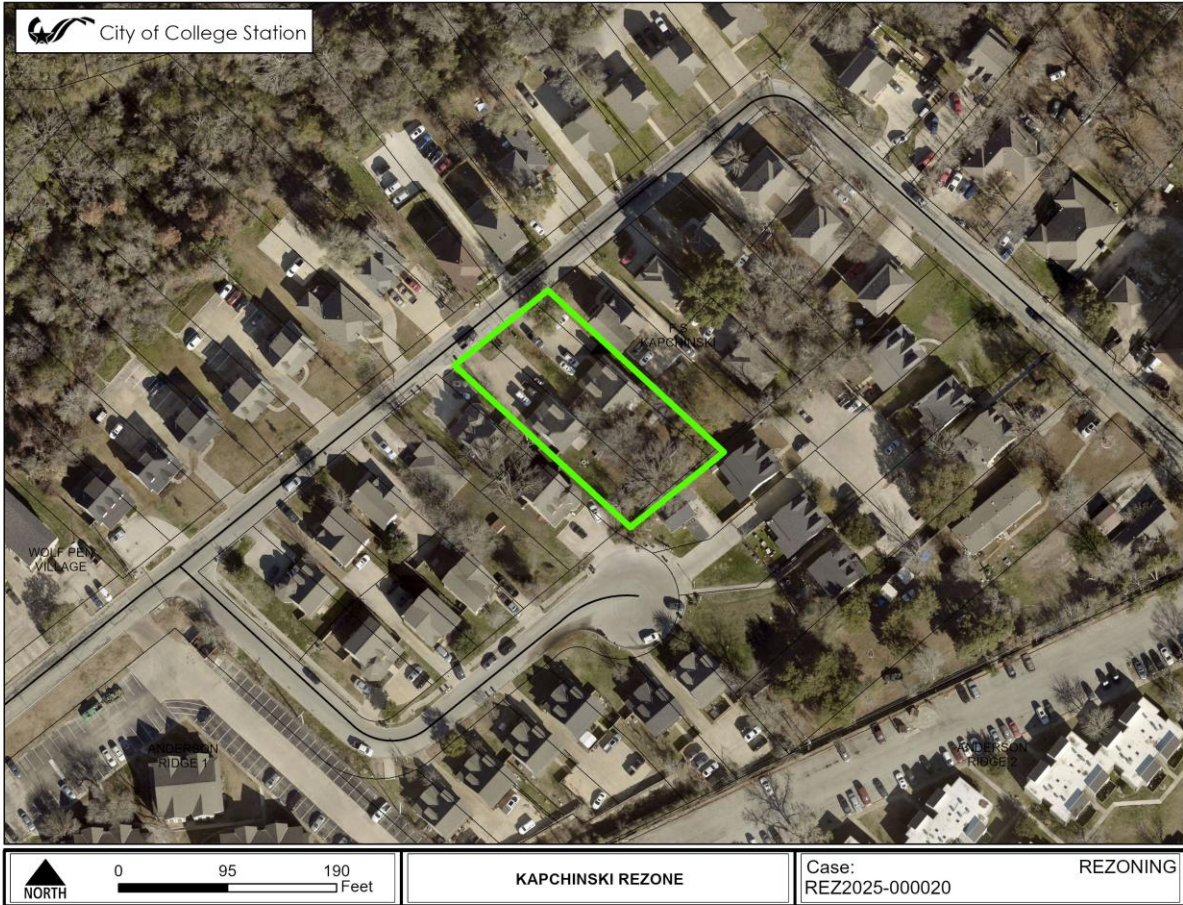
That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from GS General Suburban to MH Middle Housing:

LOTS 12A & 12B, BLOCK 1 OF F.S. KAPCHINSKI SUBDIVISION

Exhibit B





BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: October 16th, 2025
Advertised Council Hearing Date: November 13th, 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:

Wolf Pen Creek Home Owner's Association

Property owner notices mailed: 35
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Mixed Residential	GS General Suburban	Single-Family Residential
South	Mixed Residential	PDD Planned Development District	Single-Family Residential
East	Mixed Residential	GS General Suburban	Single-Family Residential
West	Mixed Residential	GS General Suburban/ PDD Planned Development District	Single-Family Residential

DEVELOPMENT HISTORY

Annexation: May 1956
Zoning: GS General Suburban (1956)
Final Plat: Kapchinski, F.S., Block 1, Lots 12A and 12B
Site development: Single-Family Residential



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: KAPCHINSKI REZONE (REZ2025-000020)

Address: 1612 PARK PLACE A

Legal Description: KAPCHINSKI, BLOCK 1, LOT 12B

Total Acreage: 0.494

Applicant:: J4 ENGINEERING

Property Owner: 1998 CRANMER FAMILY TRUST

List the changed or changing conditions in the area or in the City which make this zone change necessary.

Each of the two lots proposed in the rezoning has a two story, 4-bedroom home and associate parking.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

Currently, the Comp Plan shows these two lots as Mixed Residential.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

These smaller lots with multiple bedroom homes are what the Middle Housing Zoning was designed to allow.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The current zoning is General Suburban and neighbors a PD based on the retired R-1 zoning

Explain the suitability of the property for uses permitted by the current zoning district.

The current zoning is General Suburban and neighbors a PD based on the retired R-1 zoning

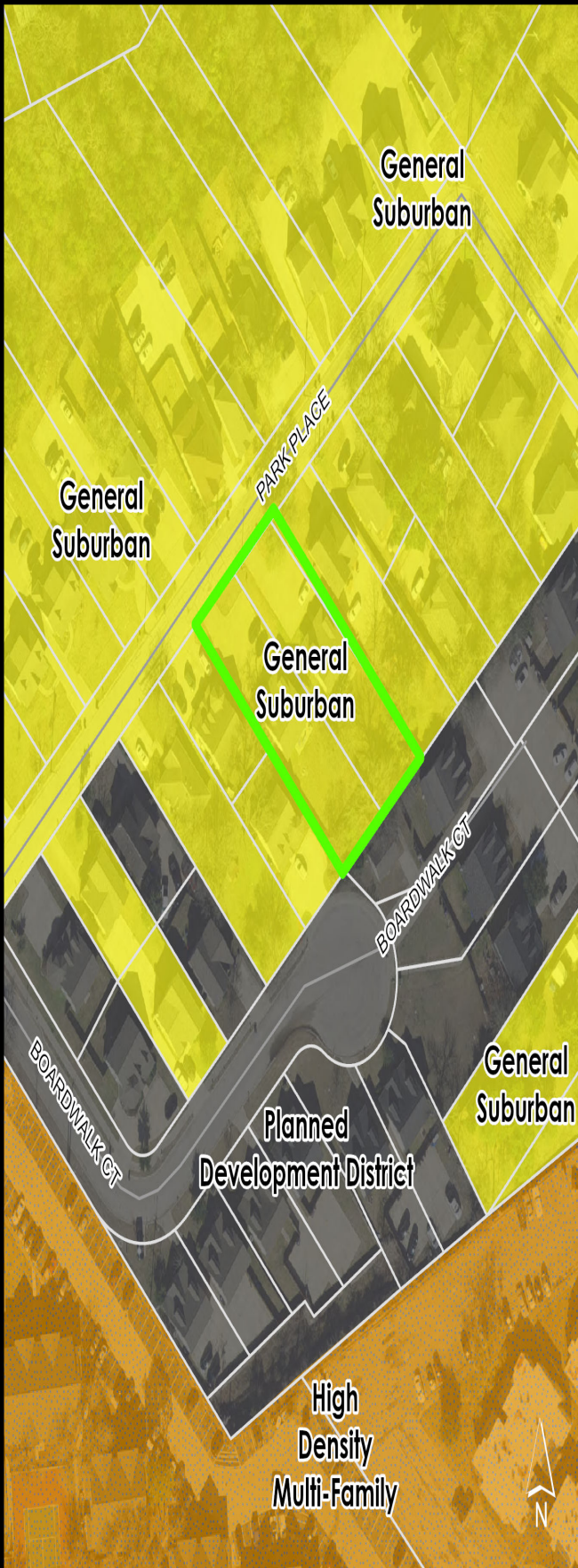
Explain the marketability of the property for uses permitted by the current zoning district.

The Middle Housing Zonings fits the existing use and allows for a broader range of redevelopment, all of which makes the property more marketable.

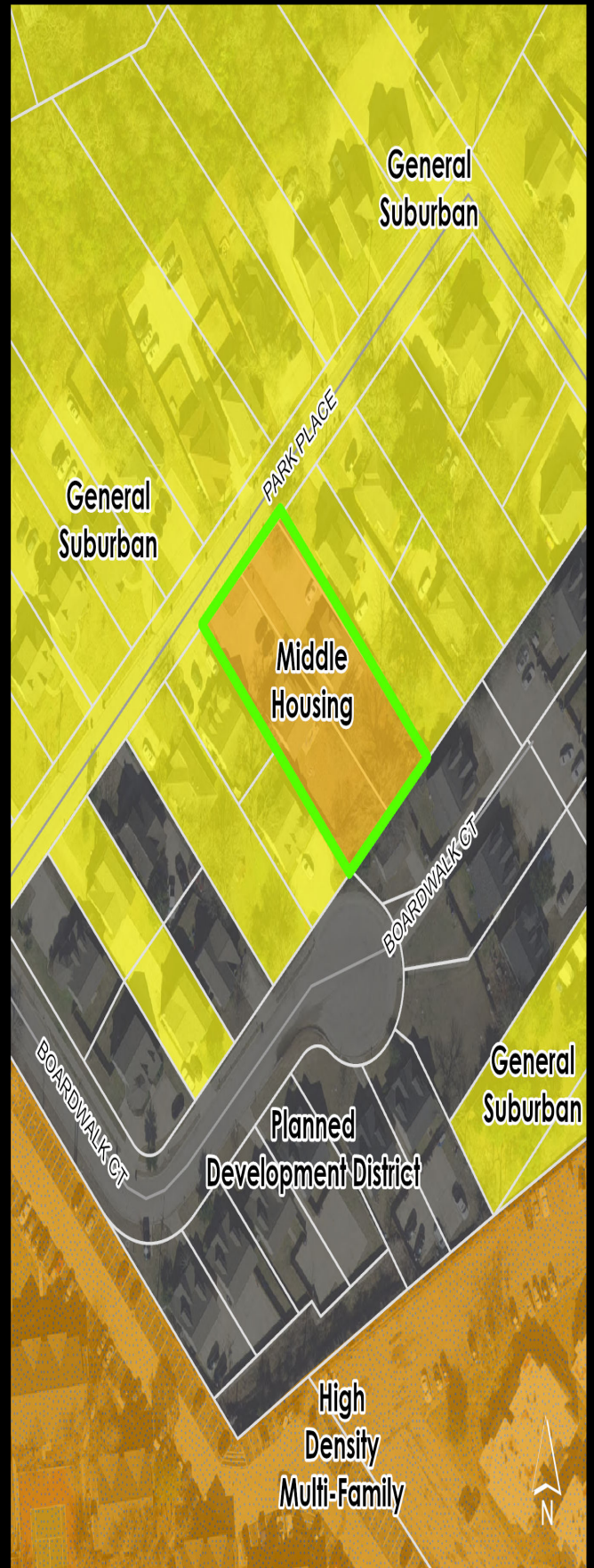
List any other reasons to support this zone change.

N/A

EXISTING Zoning

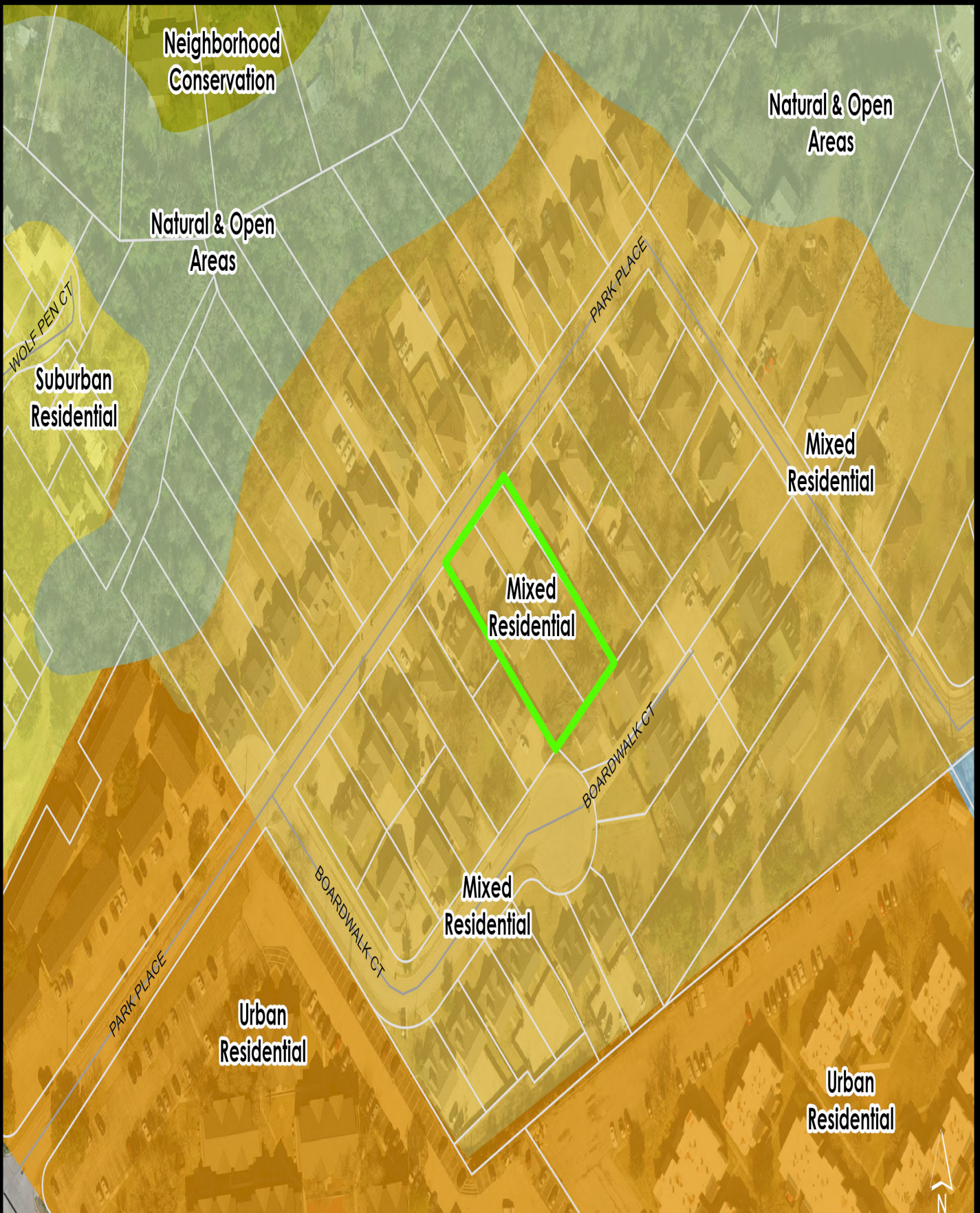


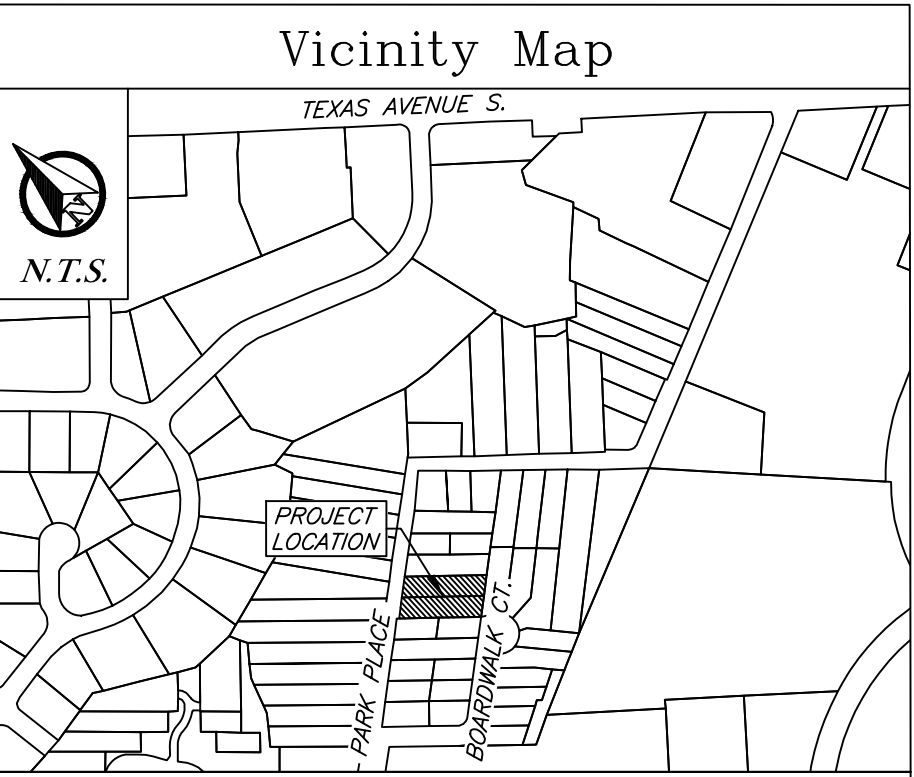
PROPOSED Zoning



EXISTING

Future Land Use





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 1.00010587627772 (Calculated using GEOID12B).
- This tract does not lie within a designated 100-YR floodplain according to the FIRM Maps, Panel No. 48041C0305F, revised to reflect LOMR, effective April 2, 2014.
- 1/2" Iron rods with Blue plastic cap stamped "KERR SURVEYING" will be set at all angle points and lot corners unless otherwise stated.
- All minimum building setbacks shall be in accordance with the Bryan Code of Ordinances.
- This survey plat was prepared to reflect the Title report issued by University Title Company, GP No. 2504045CS, Certification Date: 06/24/25. Items listed on Schedule B are addressed as follows:
 - Easements set out on the plat recorded in Volume 6631, Page 133 (OPRBCT) do apply to these lots and are shown hereon.
 - All other items are not survey items and/or are not addressed by this plat.

ANNOTATIONS:	
ROW-	Right-of-Way
HMAC-	Hot mix Asphaltic concrete
DRBCT-	Deed Records Of Brazos County, Texas
ORBCT-	Official Records Of Brazos County, Texas
OPRBCT-	Official Public Records Of Brazos County, Texas
()-	Record Information
(CM)-	Controlling Monument used to establish property boundaries
PUE-	Public Utility Easement
TYP-	Typical
N/F-	Now or Formerly



REZONE EXHIBIT

Block 1, Lots 12A & 12B
0.494 Acres

F.S. Kapchinski Subdivision
Volume 6631, Page 133 OPRBCT
Joseph E. Scott League Survey, A-50
College Station, Brazos County, Texas
August 2025

Scale 1:10

Owner:
The 1998 Cramer Family Trust
1328 Caistor Ln
Raleigh, NC 27614
714-393-8627

Surveyor:
Kerr Surveying, Inc.
1718 Briarcrest Dr.
Bryan, TX 77802
979-286-3195
TBPELS #10018500
Proj #25-0799

Engineer:
J4 Engineering
PO Box 5192
Bryan, TX 77805
979-739-0567
TBPE F-9951

November 13, 2025
Item No. 8.3.
Brazos Moving and Storage #7

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 boundaries from R Rural to PDD Planned Development District for approximately 3.60 acres at 3768 McCullough Road, generally located northeast of the intersection of Wellborn Road and McCullough Road.

Relationship to Strategic Goals:

Diverse and Growing Economy

Recommendation(s): This item was heard at the October 16th Planning and Zoning Commission meeting where the Commission voted 6-0 to recommend approval.

Summary: This request is to rezone approximately 3.60 acres of land being a portion of an unplatted property generally located at 3768 McCullough Road from R Rural to PDD Planned Development District with a base zoning of WC Wellborn Commercial. This property was annexed into the City of College Station in 2011 and is currently an undeveloped portion of a church property. The applicant intends to develop this property as an extension of the adjacent PDD use, which includes buildings, driveways, detention, and landscape buffer as shown on the Concept Plan. The proposed development is proposed to take access through the adjacent church driveway.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject property is currently designated on the Comprehensive Plan Future Land Use & Character Map as Neighborhood Commercial and is located within the Wellborn Community Plan. For the Neighborhood Commercial land use, the Comprehensive Plan provides the following:

Areas of commercial activities that cater primarily to nearby residents. These areas tend to be smaller format than general commercial and located adjacent to major roads along the fringe of residential areas.

The intent of the district is to:

- Accommodate limited commercial services compared to General Commercial.
- Encourage transitions in building height and mass when adjacent to residential neighborhoods.
- Support some residential uses that are compatible with the surrounding neighborhood character.

The zoning districts that are generally appropriate within the land use include: SC Suburban Commercial and O Office zoning. Within the Wellborn District, limited to Wellborn Commercial Zoning.

The Wellborn District Plan was adopted by City Council in October 2023. The Wellborn Community Plan centers on the unique, rural character of the area as well as to preserve the character of Wellborn Community.

The proposed PDD Planned Development District uses a base zoning of WC Wellborn Commercial that does not allow for self-storage uses, unless existing prior to 2011. The applicant has requested to allow for this use as part of the PDD modifications.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The adjacent existing land uses to the north and east are large lot single-family varying in size. Other commercial uses are located along FM 2154 towards the intersection of McCullough. The property to the south is an existing church, of which this property utilizes a portion of. To the west, the property is currently vacant however was zoned PDD in 2020 for self-storage and warehouse uses. The proposed development associated with the zoning change is appropriate for the surrounding area as it would allow for an extension of the existing PDD.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject property is suitable for a commercial development. The site has adequate space to meet the minimal dimensional standards as set forth in the Unified Development Ordinance, however they are proposing to take access to Wellborn Road via an access easement through the adjacent property.

4. Whether there are available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

Wastewater will be provided by College Station Utilities. Water is provided by Wellborn SUD and fire flow for the site will be sourced from an existing Wellborn SUD line located along Wellborn Road. Drainage and all other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

The subject property is located near the intersection of Wellborn Road and McCullough Road. The designation of Wellborn Road is identified as a future 4-lane Major Arterial, while McCullough Road is a future 2-lane Minor Collector on the Thoroughfare Plan. Currently Wellborn Road is constructed as a 2-lane roadway, while the other is more narrow. With the rezoning to PDD it would likely increase the potential traffic generated in comparison to the existing R Rural designation, however the proposed use is expected to generate less than 150 trips in any peak hour. Therefore, a Traffic Impact Analysis (TIA) was not required to be submitted with the application.

5. The marketability of the property:

The uses allowed by the proposed zoning district is marketable for the area. The applicant states that the property is landlocked and has to be added to one of the adjacent properties in order to be viable for development.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building and parking areas as well as other site related features.

In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the

character of the surrounding area;

2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;

3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;

4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;

5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;

6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and

7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

General:

This request is to rezone approximately 3.60 acres from R Rural to PDD Planned Development District with a base zoning of WC Wellborn Commercial. The stated purpose and intent of the requested PDD is to provide the needed commercial uses to support the increase in large single-family developments in the area. The Concept Plan proposes a commercial development with the buildings proposed to be single-story, ranging from 10 to 25-feet in height, and not larger than 10,000 SF.

Modifications Requested: At the time of development, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the base zoning district, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following modifications as indicated on the Concept Plan:

WC Wellborn Commercial is proposed as the base zoning district with the following modifications:

- Allowed Uses: (Section 6.3.C)
 - o Wholesales/ Services
 - o Warehousing/ Distribution
 - o Self- storage
 - o Educational Facilities
- Prohibited Uses: (Section 6.3.C)
 - o Commercial daycares
 - o Restaurants
- Wellborn Commercial (WC) Non-Residential Architectural Standards, which includes facade articulation, building entry design, architectural relief, and building materials will not apply to this site as it does not front Wellborn Road and is screened by other development (Section 7.10.C.3.a, b, c, & f)
- The minimum roof pitch requirements shall be reduced from four inches over twelve inches (4/12) to three inches over twelve inches (3/12) (Section 7.10.C.3.e.3)
- Allow parking adjacent to residential uses (Section 7.3.E.14)

Community Benefits: The applicant offers the following as community benefits:

- 30-foot landscaped buffer on 3 sides, which is larger than the required 20-feet, with the following

requirements (Section 7.7.F):

- o A minimum of two (2) 1.25" caliper non-canopy trees per Fifteen (15) linear feet of landscape buffer, which doubles the current requirement (Section 7.7.F.2).
- o A minimum of Two (2) two-inch caliper canopy tree per twenty-five (25) linear feet of landscape buffer, which doubles the current requirement (Section 7.7.F.2).
- All buildings will be single-story and will not exceed 25-feet in height to the highest point on the roof (Section 7.2.G.3.b.1 & 3).

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Aerial and Small Area Map
3. Background Information
4. Applicants Supporting Information
5. Rezoning Map
6. Existing Future Land Use Map
7. Rezoning Exhibit
8. Concept Plan

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM RURAL TO PDD PLANNED DEVELOPMENT DISTRICT AFFECTING APPROXIMATELY 3.60 ACRES AT 3768 MCCULLOUGH ROAD, GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF WELLBORN ROAD AND MCCULLOUGH ROAD CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B”, Exhibit “C” and Exhibit “D”** 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 PDD Planned Development District:

	FIELD NOTES DESCRIPTION OF A 3.60 ACRE TRACT ANDREW McMAHAN SURVEY, ABSTRACT 167 COLLEGE STATION, BRAZOS COUNTY, TEXAS
A FIELD NOTES DESCRIPTION OF 3.60 ACRES IN THE ANDREW McMAHAN SURVEY, ABSTRACT 167, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 8.43 ACRE TRACT OF LAND DESCRIBED IN A DEED TO WELLBORN BAPTIST CHURCH, INC. RECORDED IN VOLUME 6271, PAGE 20 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 3.60 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:	
BEGINNING at a 1/2 inch iron rod found on the west line of a called 10.555 acre tract of land described in a deed to Kristen Kendall Franze and Katherine Grayson Franze recorded in Volume 4318, Page 23 (OPRBCT) at the northeast corner of said 8.43 acre tract and the southeast corner of a called 10.00 acre tract of land described in a deed to Michael P. McCleary and wife, Diane E. McCleary recorded in Volume 571, Page 124 of the Deed Records of Brazos County, Texas (DRBCT);	
THENCE, with the common line of said 8.43 acre tract and said 10.555 acre tract, S 16° 48' 21" E, for a distance of 526.35 feet to a 1/2 inch iron rod set (all rods set with blue plastic cap stamped 'KERR SURVEYING') for southeast corner hereof, from which a cross-tie fence post found at the southeast corner of said 8.43 acre tract bears S 16° 48' 21" E, a distance of 192.93 feet;	
THENCE, through said 8.43 acre tract, S 88° 44' 22" W, for a distance of 406.45 feet to a 1/2 inch iron rod set in the west line of said 8.43 acre tract, same being the east line of a called 7.377 acre tract of land described in a deed to Wellborn Storage, LLC recorded in Volume 18475, Page 261 (OPRBCT) for the southwest corner hereof, from which a 1/2 inch iron rod found with yellow plastic cap stamped 'KERR 4502' found in the west line of said 8.43 acre tract, at the southeast corner of said 7.377 acre tract, bears S 02° 38' 41" W, a distance of 47.57 feet;	
THENCE, with the common line of said 8.43 acre tract and said 7.377 acre tract, N 02° 38' 41" E, for a distance of 467.01 feet to a 1/2 inch iron rod found with yellow plastic cap stamped 'KERR 4502' found in the south line of said McCleary 10.00 acre tract, at the northeast corner of said 7.377 acre tract and the northwest corner hereof;	
24-022.docx	1 Page

THENCE, with the common line of said 8.43 acre tract and said 10.00 acre tract, **N 78° 44' 37" E**, for a distance of **237.18 feet** to the **POINT OF BEGINNING** hereof and containing **3.60 acres**, more or less.

Surveyed on the ground January 2024 under my supervision. See plat prepared January 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 1.00009773886574 (calculated using GEOID12B). Reference drawing: 24-022-5.

 1/23/24

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

Exhibit B



Exhibit C

General:

Base Zoning District: WC Wellborn Commercial

The stated purpose and intent of the requested PDD is to provide the needed commercial uses to support the increase in large single-family developments in the area. The Concept Plan proposes a commercial development with the buildings proposed to be single-story, ranging from 10 to 25-feet in height, and not larger than 10,000 SF.

Meritorious Modifications:

At the time of development, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the base zoning district, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following modifications as indicated on the Concept Plan:

WC Wellborn Commercial is proposed as the base zoning district with the following modifications

- Allowed Uses: (Section 6.3.C)
 - Wholesales/ Services
 - Warehousing/ Distribution
 - Self-storage
 - Educational Facilities
- Prohibited Uses: (Section 6.3.C)
 - Commercial daycares
 - Restaurants
- Wellborn Commercial (WC) Non-Residential Architectural Standards, which includes facade articulation, building entry design, architectural relief, and building materials will not apply to this site as it does not front Wellborn Road and is screened by other development (Section 7.10.C.3.a, b, c, & f)
- The minimum roof pitch requirements shall be reduced from four inches over twelve inches (4/12) to three inches over twelve inches (3/12) (Section 7.10.C.3.e.3)
- Allow parking adjacent to residential uses (Section 7.3.E.14)

Community Benefits:

The applicant offers the following as community benefits:

- 30-foot landscaped buffer on 3 sides, which is larger than the required 20-feet, with the following requirements (Section 7.7.F):

- A minimum of two (2) 1.25" caliper non-canopy trees per Fifteen (15) linear feet of landscape buffer, which doubles the current requirement (Section 7.7.F.2).
 - A minimum of Two (2) two-inch caliper canopy tree per twenty-five (25) linear feet of landscape buffer, which doubles the current requirement (Section 7.7.F.2).
- All buildings will be single-story and will not exceed 25-feet in height to the highest point on the roof (Section 7.2.G.3.b.1 & 3).



PH 1

BARRON CUT-OFF ROAD

WELLBORN ROAD

MCCULLOUGH ROAD

GARDENS

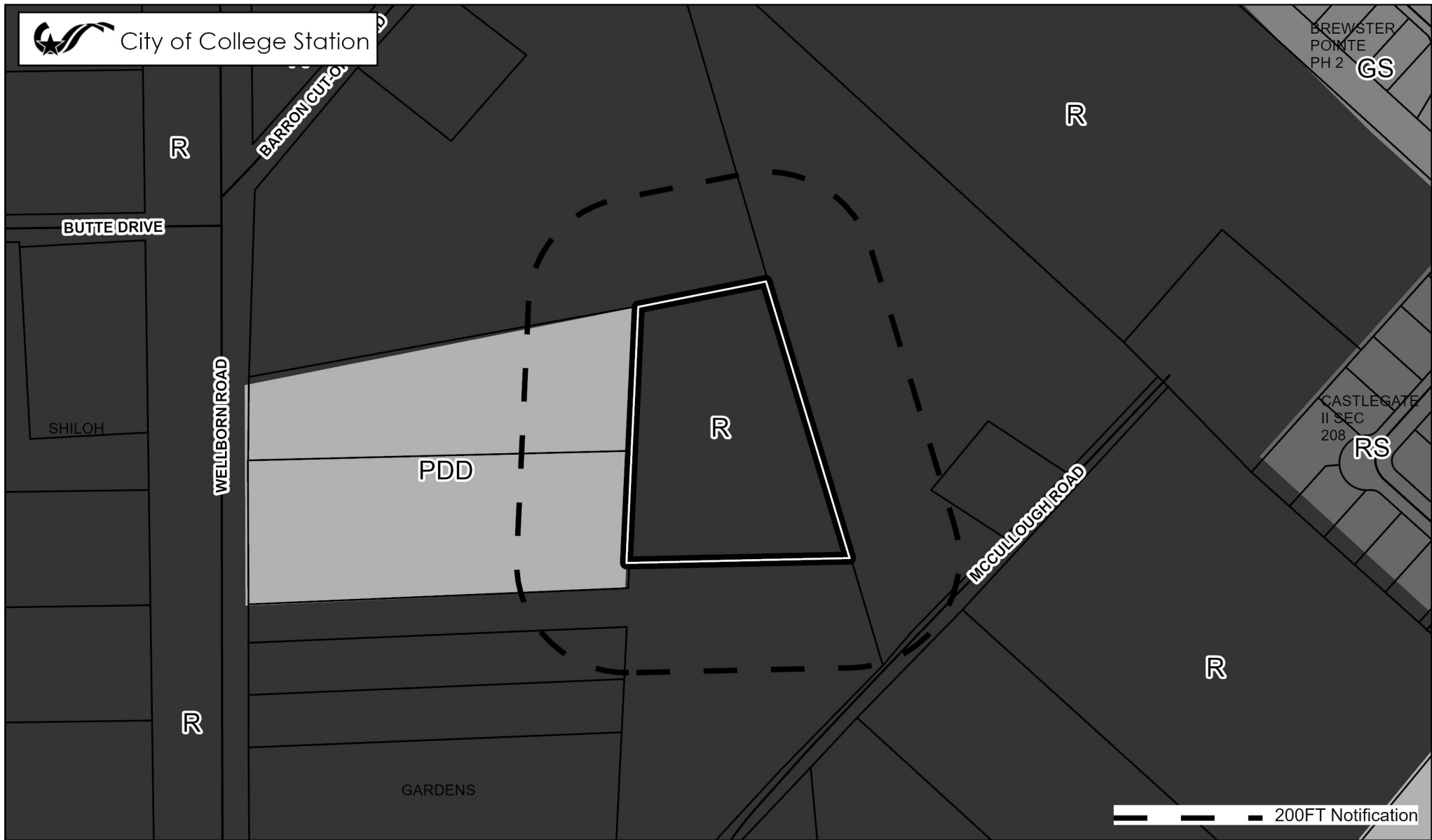


0 180 360 Feet

BRAZOS MOVING & STORAGE #7

Case:
REZ2025-000006

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		MH	Middle Housing
R	Rural	MF	Multi-Family
WE	Wellborn Estate	MU	Mixed-Use
E	Estate	MHP	Manufactured Home Pk.
WRS	Wellborn Restricted Suburban		
RS	Restricted Suburban		
GS	General Suburban		
D	Duplex		
T	Townhome		

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
HOO	High Occupancy Ovr.
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



0 245 490 Feet

BRAZOS MOVING & STORAGE #7

Case:
REZ2025-000006

REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: October 16, 2025
Advertised Council Hearing Date: November 13, 2025

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

N/A

Property owner notices mailed: 5

Contacts in support: None at the time of this report

Contacts in opposition: None at the time of this report

Inquiry contacts: 2

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Estate Residential	R Rural	Single-family detached, Agricultural
South	Estate Residential	R Rural	Church
East	Estate Residential	R Rural	Single-family detached, Mobile home
West	Neighborhood Commercial	PDD Planned Development District	Vacant

DEVELOPMENT HISTORY

Annexed: April 2011
Zoning: A-O Agricultural-Open (upon annexation 2011)
A-O Agricultural-Open renamed to R Rural (2013)

Final Plat: Unplatted
Site Development: Vacant, Church



REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: BRAZOS MOVING & STORAGE #6 (REZ2024-000018)

Address: 3768 MCCULLOUGH RD

Legal Description: A016701, A MCMAHON A-167 (ICL), TRACT 10, 9.54 ACRES

Total Acreage: 10.977

Applicant: J4 ENGINEERING

Property Owner: WELLBORN BAPTIST CHURCH INC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The area being requested for the rezoning is currently un-developed with a PUE for a city sewer line.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

A recent comp plan amendment was approved changing the land use to Neighborhood Commercial which allows for this proposed PDD.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

There are currently only two residential homes on adjacent property with the closest being approximately 100 feet away and the second being over 480 feet from the property line. The proposed larger landscape buffer along the perimeter of the development is designed to mitigate impacts to these homes.

Explain the suitability of the property for uses permitted by the rezoning district requested.

Neighboring property is undeveloped, pasture land with a church from whom the property is being purchased from. The PD is proposing a larger landscape buffer with a screening fence along the property line which will mitigate any potential impacts to the rural zoning on neighboring properties.

Explain the suitability of the property for uses permitted by the current zoning district.

The current zoning is Rural and the property is currently undeveloped, pasture land. Agricultural uses are the highest and best for this lot currently allowed by the zoning.

Explain the marketability of the property for uses permitted by the current zoning district.

This property is landlocked without direct access to a public road and is currently un-developed. The current zoning is Rural which has no marketability. This area is growing and expanding with commercial development, for which the Rural zoning doesn't allow. By rezoning this property to match existing and proposed developments along Wellborn road, this property will achieve its highest and best use.

List any other reasons to support this zone change.

N/A

Maximum Building Height.

25-feet

Proposed Drainage.

Currently, the property drains by sheet flow to the northwest property corner. With the proposed development, onsite storm water piping and detention will collect and discharge stormwater at the same northwest corner with a flow equal to or less than pre-development flows.

Variations Sought.

- a. Allowed Uses
 - i. Wholesales/ Services
 - ii. Warehousing/ Distribution
 - iii. Self- storage
 - iv. Educational Facilities
- b. Prohibited Uses
 - i. Commercial daycares
 - ii. Restaurants
- c. Wellborn Commercial (WC) Non-Residential Architectural Standards, which includes facade articulation, building entry design, architectural relief, and building materials will not apply to this site as it does not front Wellborn Road and is screened by other development.

- d. The minimum roof pitch requirements shall be reduced to three inches over twelve inches (3/12).
- e. Allow parking adjacent to residential uses if required by proposed use.

Community Benefits.

- a. 30-foot landscaped buffer on 3 sides, which is larger than the required 20-feet, with the following requirements:
 - i. A minimum of two (2) 1.25" caliper non-canopy trees per Fifteen (15) linear feet of landscape buffer, which doubles the current requirement.
 - ii. A minimum of Two (2) two-inch caliper canopy tree per twenty-five (25) linear feet of landscape buffer, which doubles the current requirement.
- b. All buildings will be single-story and will not exceed 25-feet in height to the highest point on the roof.

Sustained Stability.

Development of the project will be phased with additional buildings being built after construction of the first set is completed and rented. In this way, development pace of the site will not out-run demand, resulting in unused or vacant buildings.

Conformity.

This project is adjacent to an existing PDD with similar uses and design. The other neighboring property is undeveloped, pasture land and a church from whom the project site is being purchased from. There are currently only two residential homes on adjacent property with the closest being approximately 100 feet away and the second being over 480 feet from the property line of the additional property.

Compatibility with use.

As mentioned above, there is an existing PD, previously approved and under review by City staff for site plan approval, which is adjacent to this site and has similar modifications and community benefits.

Access to Streets.

The existing driveway from Wellborn Road to the church will be shared with this developed.

Public Improvements.

No improvements required.

Public Health.

No perceived impact or change to Public Health. This is similar development to the adjacent property and surround area.

Safety.

This will be a gated facility with access restricted to tenants only which will help reduce crime. Additional there are wider drive aisles for moving van & trucks which will help improve access for fire and emergency personnel should they be needed.

General:

The stated purpose and intent of the requested PDD is to provide the needed commercial uses to support the increase in large single-family developments in the area. The Concept Plan proposes a commercial development with the buildings proposed to be single-story, ranging from 10 to 25-feet in height, and not larger than 10,000 SF.M

Meritorious Modifications:

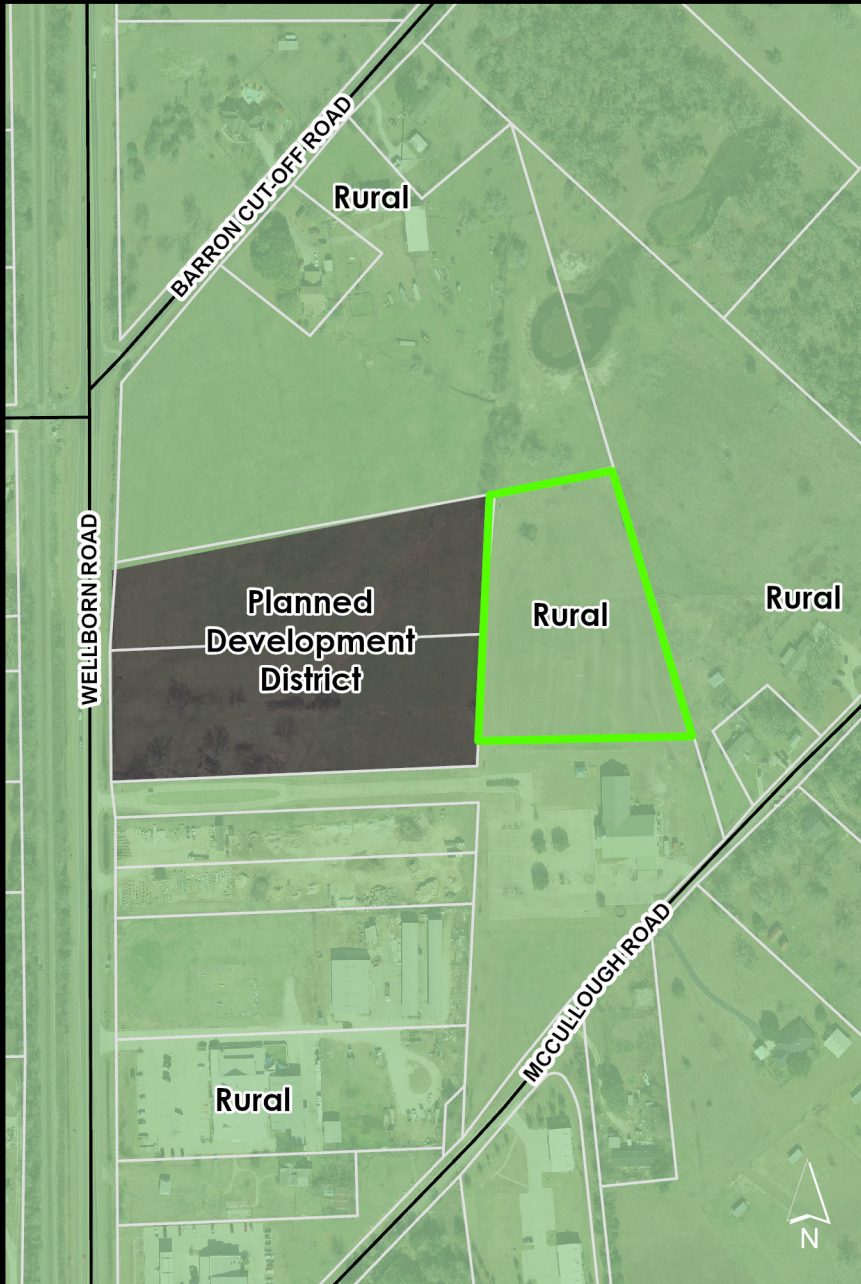
WC Wellborn Commercial is proposed as the base zoning district with the following modifications:

- Allowed Uses: (Section 6.3.C)
 - Wholesales/ Services
 - Warehousing/ Distribution
 - Self- storage
 - Educational Facilities
- Prohibited Uses: (Section 6.3.C)
 - Commercial daycares
 - Restaurants
- Wellborn Commercial (WC) Non-Residential Architectural Standards, which includes facade articulation, building entry design, architectural relief, and building materials will not apply to this site as it does not front Wellborn Road and is screened by other development (Section 7.10.C.3.a, b, c, & f)
- The minimum roof pitch requirements shall be reduced to three inches over twelve inches (3/12) (Section 7.10.C.3.e.3)
- Allow parking adjacent to residential uses if required by proposed use (Section 7.3.E.14)

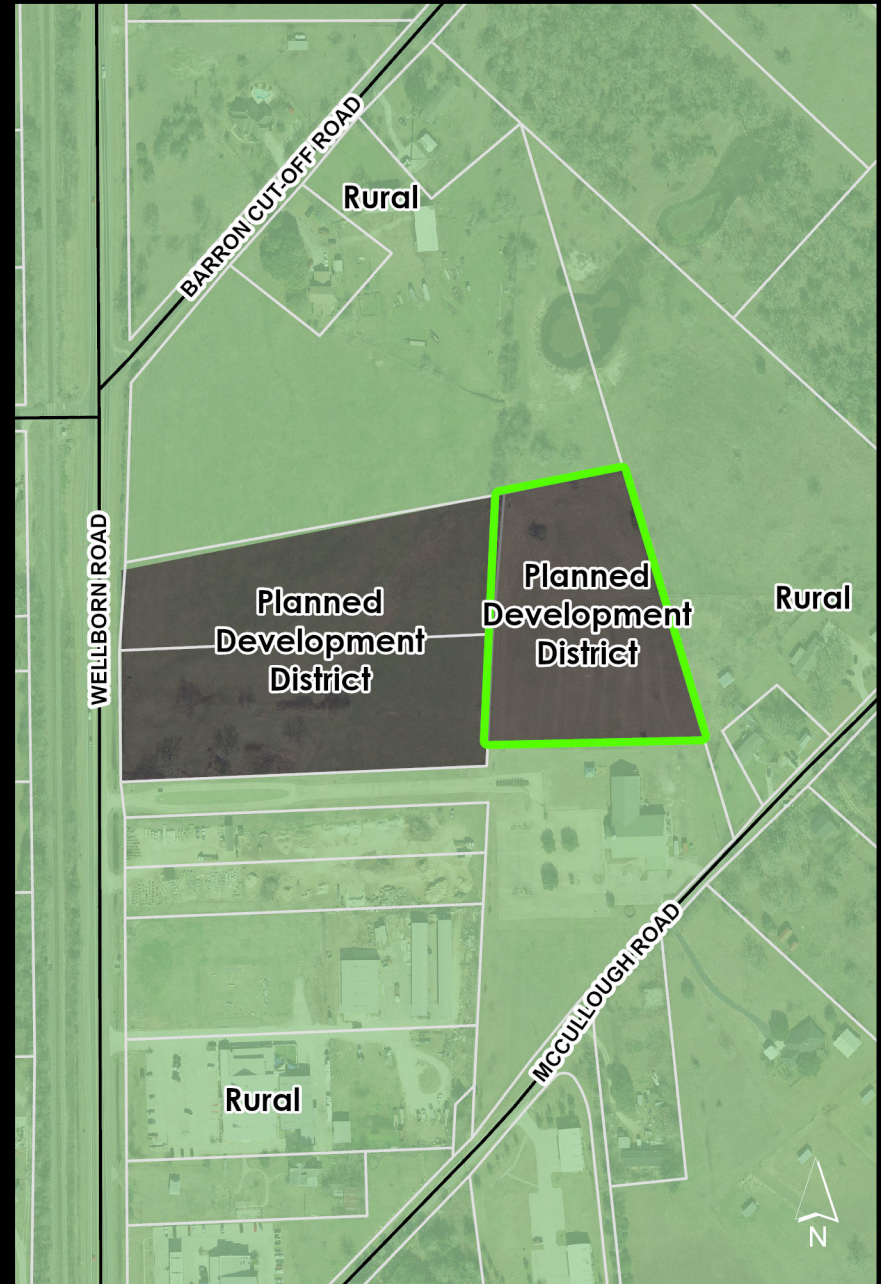
Community Benefits:

- 30-foot landscaped buffer on 3 sides, which is larger than the required 20-feet, with the following requirements (Section 7.7.F):
 - A minimum of two (2) 1.25" caliper non-canopy trees per Fifteen (15) linear feet of landscape buffer, which doubles the current requirement (Section 7.7.F.2).
 - A minimum of Two (2) two-inch caliper canopy tree per twenty-five (25) linear feet of landscape buffer, which doubles the current requirement (Section 7.7.F.2).
- All buildings will be single-story and will not exceed 25-feet in height to the highest point on the roof (Section 7.2.G.3.b.1 & 3).

EXISTING Zoning

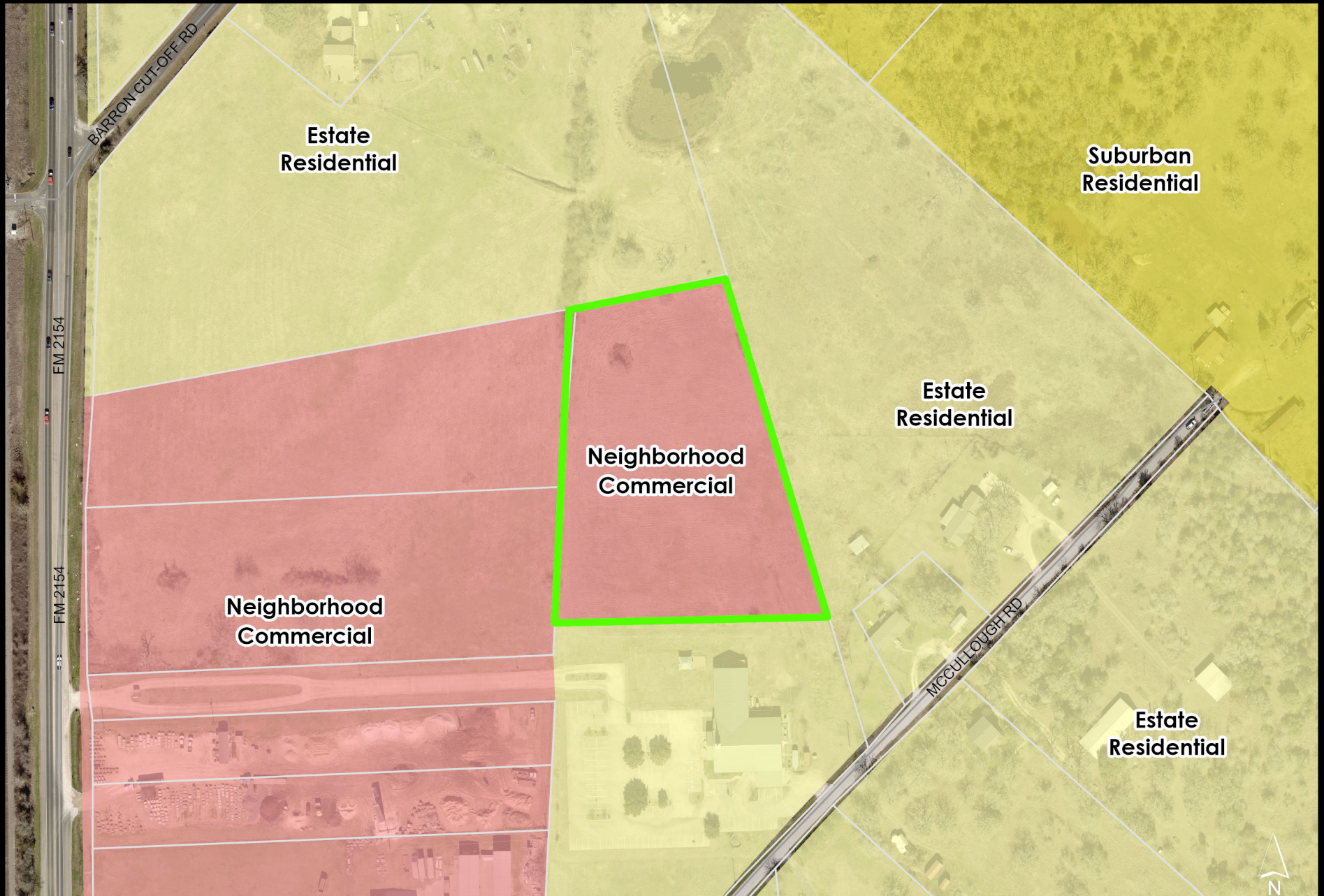


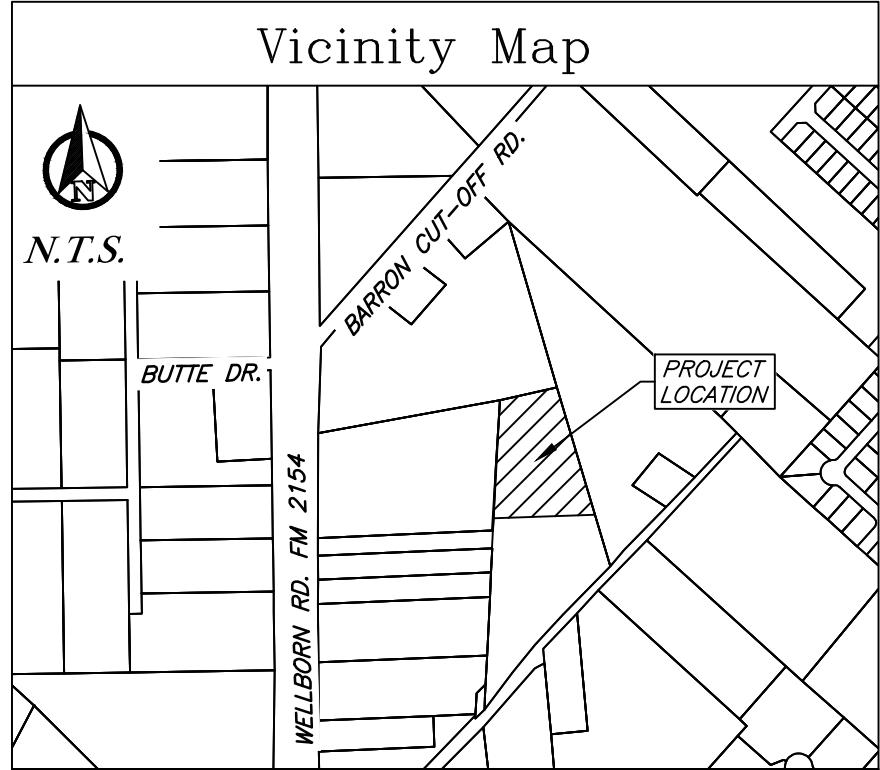
PROPOSED Zoning



EXISTING

Future Land Use





- 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 in US survey feet and decimals (ex. 383.90') unless otherwise noted. To obtain grid distances (not areas) divide by a combined scale factor of 1.00009773886574 (calculated using GEOD12B).
 - This tract does not lie within a designated 100-YR floodplain according to the FIRM Maps, Panel No. 48041C0325E revised date: May 16, 2012.
 - 1/2" Iron rods with yellow plastic cap stamped "KERR Surveying" will be set at all angle points and lot corners unless otherwise stated.
 - All minimum building setbacks shall be in accordance with the City of College Station Code of Ordinances.
 - All utilities shown are approximate location.

REZONING EXHIBIT

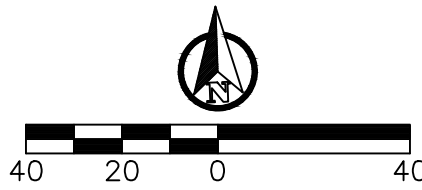
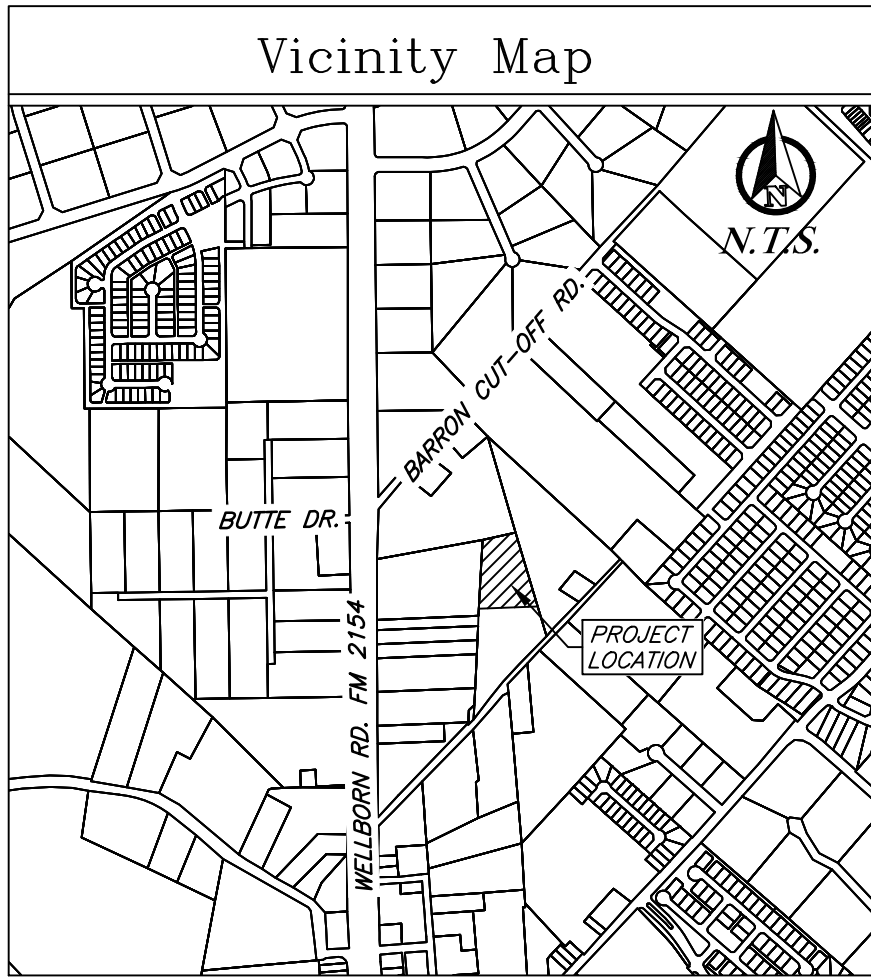
Andrew McMahon Survey, A-167, -3.600 AC

Andrew McMahon Survey Abstract 167,
Called 3.60 Acres (6271/20)
College Station, Brazos County, Texas
April 2025

Owner:
Wellborn Baptist Church Inc.
14575, FM 2154
College Station, TX 77845

Engineer:
J4 Engineering
PO Box 5192
Bryan, TX 77805
979-739-0567
TBPE F-9951

Surveyor:
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
979-268-3195
TBPELS #10018500
Proj # 19-226



Concept Plan

General Notes:

- The proposed zoning is Planned Development District (PDD) and the base zoning will be Wellborn Commercial (WC).
- Modifications:
 - Allowed Uses
 - Wholesales/ Services
 - Warehousing/ Distribution
 - Self- storage
 - Educational Facilities
 - Prohibited Uses
 - Commercial daycares
 - Restaurants
 - Wellborn Commercial (WC) Non-Residential Architectural Standards, which includes facade articulation, building entry design, architectural relief, and building materials, will not apply to this site as it does not front Wellborn Road and is screened by other development.
 - The minimum roof pitch requirements shall be reduced to three inches over twelve inches (3/12).
 - Allow parking adjacent to residential uses if required by proposed use.
- Community Benefits:
 - 30-foot landscaped buffer on 3 sides, which is larger than the required 20-feet, with the following requirements:
 - A minimum of two (2) 1.25' caliper non-canopy trees per Fifteen (15) linear feet of landscape buffer, which doubles the current requirement.
 - A minimum of Two (2) two-inch caliper canopy trees per twenty-five (25) linear feet of landscape buffer, which doubles the current requirement.
 - All buildings will be single-story and will not exceed 25' in height to the highest point on the roof.
 - No building shall be larger than 10,000 square feet (SP).
 - Internal Drives, Parking, and lot lines/assessments are to be determined at time of platting and/or site plan, as may be required by proposed uses.
 - This tract does not lie within a designated 100-YR floodplain according to the FIRM Maps, Panel No. 48041C0325E revised date: May 16, 2012.
 - Storm water detention requirements will be addressed at site planning and will ultimately discharging into the ROW of Wellborn Rd.
 - The total site area is 3.60 acres.

No.	Revision/Issue	Date

Firm Name and Address:



PO Box 5192 - Bryan, Texas - 77805
979-739-0567 www.J4Engineering.com
Firm# 9951

Project Name and Address:

Brazos M&S #7 Expansion
3.60 Acres

3768 McCullough Road
Being a portion of 8.43 Acre tract
Andrew McMahon Survey, Abstract 167
College Station, Brazos County, Texas

Date: Sep 2025

Scale: As Noted

Drawn By: WS

Sheet:

C1

WELLBORN RD, FM 2154
(27' HMAC-100' ROW PER TxDOT ROW PLANS)

N/E MICHAEL P. MCLEARY AND
W/E DIANE E. MCLEARY
10.81 ACRE TRACT
(571/124 ORRBT)
CURRENT ZONING: RURAL

N/E WELLBORN STORAGE, LLC
400 ACRE TRACT
(TRACT NO. 18475/281 ORRBT)
CURRENT ZONING:
PLANNED DEVELOPMENT DISTRICT

N/E WELLBORN BAPTIST CHURCH, INC.
1.10 ACRE TRACT
(TRACT NO. 6271/20 ORRBT)
CURRENT ZONING: RURAL

N/E MISTY KENDALL CRANE AND
W/FRANK RAYSON FENCE
TRACT
(4318/23 ORRBT)
CURRENT ZONING: RURAL

N/E WELLBORN BAPTIST CHURCH, INC.
8.43 ACRE TRACT
(TRACT NO. 6271/20 ORRBT)
CURRENT ZONING: RURAL

PROPOSED
SHARED ACCESS EASEMENT
(BY SEPERATE INSTRUMENT)

EXISTING DRIVEWAY

AERIAL ELECTRIC
TO BE RELOCATED

PROPOSED
6" TALL SCREENING
FENCING

PROPOSED
30' LANDSCAPE
BUFFER

PROPOSED PARKING
(IF REQUIRED BY
PROPOSED USE)

PROPOSED
BUILDING

PROPOSED
BUILDING

PROPOSED
BUILDING

PROPOSED
BUILDING

PROPOSED
BUILDING

PROPOSED
DETENTION

November 13, 2025

Item No. 8.4.

Technology Way - Landscape, Access and Public Utility Easement Abandonment

Sponsor: Lucas Harper

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning a 0.082-acre portion of a 30-foot-wide Landscape, Access, and Public Utility Easement located along Lot 2, Block 4 of The Business Center at College Station Subdivision, Phase Two, Brazos County, Texas according to the plat recorded in Volume 3490, Page 267 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 Landscape, Access, and Public Utility Easement abandonment is being requested by the applicant as a result of a desire to construct a commercial building, drive aisle, and parking in the area currently occupied by a portion of the easement. Existing utilities are housed within the adjacent right-of-way and adjacent public utility easement crossing Lot 2, Block 4 of The Business Center at College Station Subdivision.

The portion of the easement being abandoned is located approximately 550 feet northeast of the intersection of Technology Way and Lakeway Drive.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Location Map
3. Ordinance
4. Application

VICINITY MAP



210 TECHNOLOGY WAY



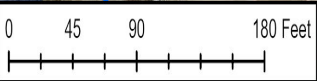
0 0.04 0.09 0.18 Miles

LOCATION MAP



ABANDONMENT OF A 30' WIDE LANDSCAPE,
ACCESS AND PUBLIC UTILITY EASEMENT
0.082 ACRES

ABANDONMENT OF A 30' WIDE LANDSCAPE
AND UTILITY EASEMENT 0.252 ACRES



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.082 ACRE PORTION OF THE 30-FOOT WIDTH LANDSCAPE, ACCESS, AND PUBLIC UTILITY EASEMENT, SAID PORTION LYING ALONG LOT 2, BLOCK 4, OF THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 3490, PAGE 267 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the 30-foot wide Landscape, Access, and Public Utility Easement, said portion lying along Lot 2, Block 4, of The Business Center at College Station Phase Two Subdivision, according to the plat recorded in Volume 3490, Page 267, of the Official Public Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Landscape, Access, and Public Utility Easement”); and

WHEREAS, in order for the Landscape, Access, and Public Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Landscape, Access, and Public Utility Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Landscape, Access, and Public Utility Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Landscape, Access, and Public Utility Easement.
3. There is no anticipated future public need or use for the Landscape, Access, and Public Utility Easement.
4. Abandonment of the Landscape, Access, and Public Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Landscape, Access, and Public Utility Easement as described in **Exhibit “A”** be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

**EXHIBIT A**

FIELD NOTES
ABANDONMENT OF A
30' WIDE LANDSCAPE ACCESS AND UTILITY EASEMENT
0.082 OF ONE ACRE
OUT OF
STATA CORPORATION
VOLUME 3506, PAGE 182 OPRBCT
LOT 2, BLOCK 4
THE BUSINESS CENTER AT COLLEGE STATION
PHASE 2
PLAT VOLUME 3490, PAGE 267 OPRBCT
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
AUGUST 29, 2025
REVISED OCTOBER 20, 2025

All that certain lot, tract or parcel of land being 0.082 of one acre situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being a part of the STATA CORPORATION, a Texas Corporation Tract as described in Volume 3506, Page 182, OPRBCT and being described as Lot 2, Block 4, The Business Center at College Station, Phase 2 as described in Plat of record in Volume 3490, Page 267, OPRBCT, said 0.082 of one acre being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" Iron Rod found on the southeast line of said Lot 2, Block 4 for the most southerly corner, said point being located in the northwest right-of-way line of Technology Way as described in Volume 3764, Page 130, OPRBCT, a 1/2" Iron Rod with Cap (McClure) found at the beginning of a curve on the southeast line of said Lot 2, Block 4 bears S 23 ° 23 ' 50 " W a distance of 106.79 feet;

THENCE N 66 ° 36 ' 10 " W a distance of 5.93 feet to a point for the most southerly corner of this Abandonment and the **POINT OF BEGINNING**;

THENCE N 66 ° 36 ' 10 " W a distance of 24.07 feet to point for the most westerly corner, said point being located in the northwest line of the 30' Landscape, Access and Utility Easement as described in Volume 3490, page 267, OPRBCT;

THENCE N 23 ° 23 ' 50" E along the northwest line of said 30' Landscape, Access and Utility Easement a distance of 137.85 feet to a point for the beginning of a curve;

THENCE along the westerly line of said 30' Landscape, Access & Utility Easement around a curve in a counterclockwise direction having a delta angle of 35 ° 22 ' 18 " , an arc distance of 12.35 feet, a radius of 20.00 feet, and a chord of N 5 ° 42 ' 46 " E, a distance of 12.15 feet to a point in the northeast line of said Lot 2, Block 4 for the most northerly corner, said point being located in the southwest line of the STATA CORP, LP Lot 1R, Block 4, The Business Center at College Station, Phase 3 as described in Plat of record in Volume 11640, Page 99, OPRBCT, a

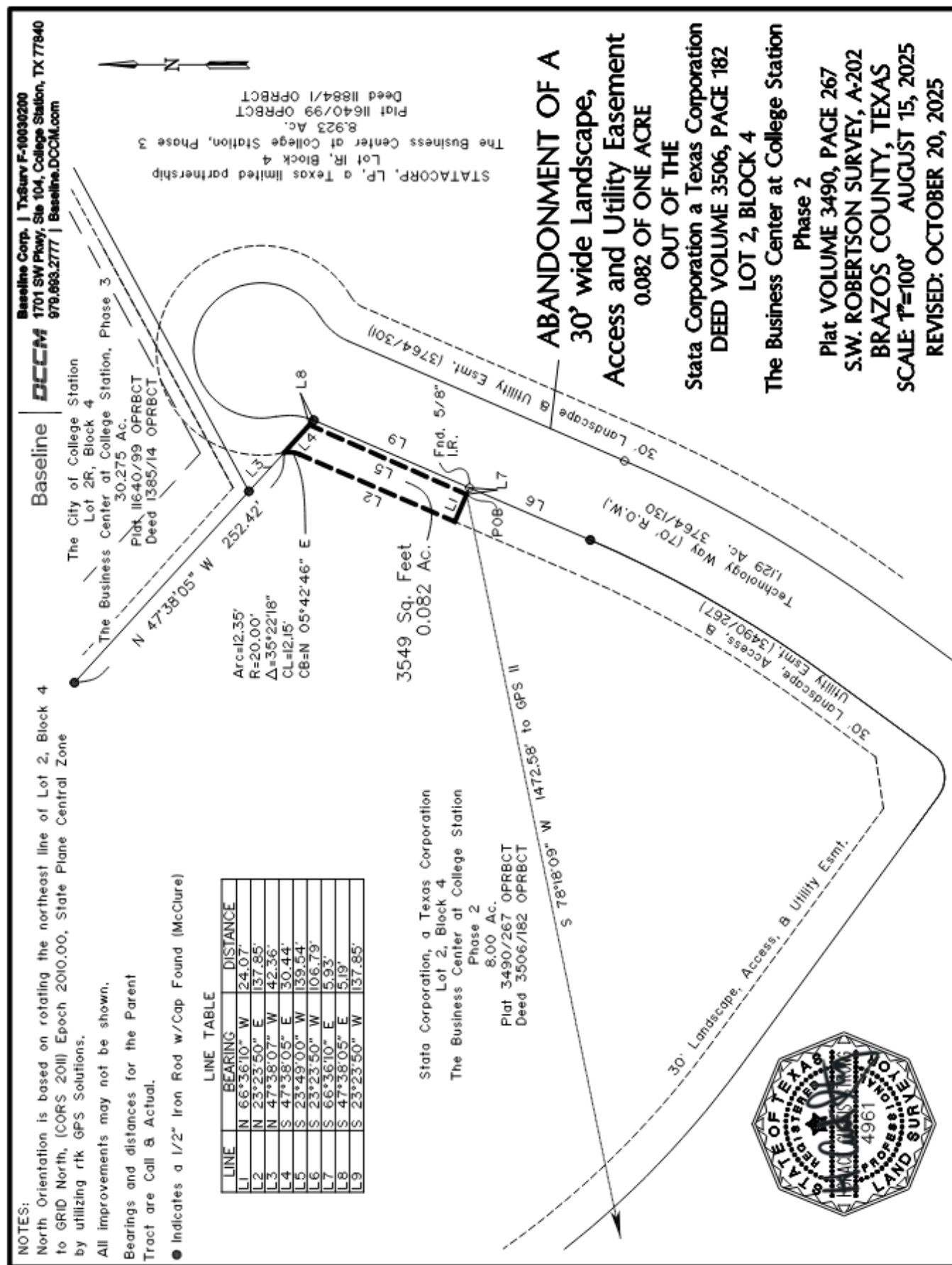


1/2" Iron Rod with Cap (McClure) found for an angle point in the northeast line of said Lot 2, Block 4 bears N 47 ° 38 ' 05 " W a distance of 252.42 feet;

THENCE S 47 ° 38 ' 05 " E along the northeast line of said Lot 2, Block 4 and the southeast line of said Lot 1R, Block 4 a distance of 30.44 feet to a point for the most easterly corner, a 1/2" Iron Rod with Cap (McClure) found for the most easterly corner of said Lot 2, Block 4 bears S 47 ° 38 ' 05 " E a distance of 5.19 feet;

THENCE S 23 ° 49 ' 00 " W a distance of 139.54 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 0.082 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed on the ground August, 2025, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. See copy of accompanying plat for additional information.







ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☐ Abandonment of Public Right-of-Way/Easement Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- ☐ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☐ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☐ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☐ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PAHSE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE3

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Soheil Hamideh E-mail shamideh@arkitex.com
Street Address 308 N Bryan Ave
City Bryan State Texas Zip Code 77803
Phone Number 979-300-0528 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name StataCorp LLC (Alan Riley) E-mail tvanhyfte@stata.com
Street Address 4905 Lakeway dr
City College Station State Texas Zip Code 77845
Phone Number 979-696-4600 Fax Number 979-696-4601

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.

Alan Riley, President
Signature and title

9-24-2025
Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

This abandonment will not affect access; A portion of the cul-de-sac ROW (at the end of Technology Way) conditionally abandoned under Project No. ABAN2024-000007. With the portion of cul de sac added to Lot 2 & R1 all lots will continue access to public roads and LAUEs while the existing LAUEs that are no more applicable are proposed to be abandoned.

8. That there is no current public need or use for the easement or right-of-way because:

The portion of right-of-way was conditionally abandoned (Project No. ABAN2024-000007). Existing easements not serving other properties or housing any infrastructure are being replaced with new ones through the replat to align with the updated lot layout.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The abandoned areas do not impact access or service to any other properties.

10. That all public utilities have access to serve current and future customers because:

All public utilities have access to serve current and future customers. All lots maintain access to public roads and utilities. Existing LAUEs outside the abandoned area remain unchanged, and only the portions no longer applicable are proposed for abandonment. New LAUEs will be dedicated as required in coordination with revised lots layouts and replat.

11. Such public right-of-way/easement has been and is being used as follows:

The requested portions of the Landscape, Access and utility easements do not house public landscaping improvements, access or utilities

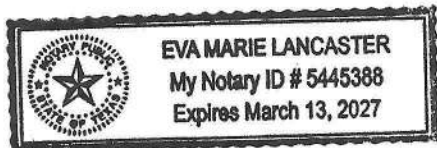
I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Alan R. G., President
Signature and title

9-24-2025
Date

STATE OF TEXAS §
 § ACKNOWLEDGEMENT
COUNTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 24 day of September 2025 by
Eva Marie Lancaster



[Signature]
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 3

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

S.W. ROBERTSON SURVEY, Abstract No. 202

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

EXHIBIT A

**FIELD NOTES
ABANDONMENT OF A
30' WIDE LANDSCAPE ACCESS AND UTILITY EASEMENT
0.082 OF ONE ACRE
OUT OF
STATA CORPORATION
VOLUME 3506, PAGE 182 OPRBCT
LOT 2, BLOCK 4
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PHASE 2
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AUGUST 29, 2025
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All that certain lot, tract or parcel of land being 0.082 of one acre situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being a part of the STATA CORPORATION, a Texas Corporation Tract as described in Volume 3506, Page 182, OPRBCT and being described as Lot 2, Block 4, The Business Center at College Station, Phase 2 as described in Plat of record in Volume 3490, Page 267, OPRBCT, said 0.082 of one acre being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" Iron Rod found on the southeast line of said Lot 2, Block 4 for the most southerly corner, said point being located in the northwest right-of-way line of Technology Way as described in Volume 3764, Page 130, OPRBCT, a 1/2" Iron Rod with Cap (McClure) found at the beginning of a curve on the southeast line of said Lot 2, Block 4 bears S 23 ° 23 ' 50 " W a distance of 106.79 feet;

THENCE N 66 ° 36 ' 10 " W a distance of 5.93 feet to a point for the most southerly corner of this Abandonment and the **POINT OF BEGINNING**;

THENCE N 66 ° 36 ' 10 " W a distance of 24.07 feet to point for the most westerly corner, said point being located in the northwest line of the 30' Landscape, Access and Utility Easement as described in Volume 3490, page 267, OPRBCT;

THENCE N 23 ° 23 ' 50" E along the northwest line of said 30' Landscape, Access and Utility Easement a distance of 137.85 feet to a point for the beginning of a curve;

THENCE along the westerly line of said 30' Landscape, Access & Utility Easement around a curve in a counterclockwise direction having a delta angle of 35 ° 22 ' 18 ", an arc distance of 12.35 feet, a radius of 20.00 feet, and a chord of N 5 ° 42 ' 46 " E, a distance of 12.15 feet to a point in the northeast line of said Lot 2, Block 4 for the most northerly corner, said point being located in the southwest line of the STATA CORP, LP Lot 1R, Block 4, The Business Center at College Station, Phase 3 as described in Plat of record in Volume 11640, Page 99, OPRBCT, a

1/2" Iron Rod with Cap (McClure) found for an angle point in the northeast line of said Lot 2, Block 4 bears N 47 ° 38 ' 05 " W a distance of 252.42 feet;

THENCE S 47 ° 38 ' 05 " E along the northeast line of said Lot 2, Block 4 and the southeast line of said Lot 1R, Block 4 a distance of 30.44 feet to a point for the most easterly corner, a 1/2" Iron Rod with Cap (McClure) found for the most easterly corner of said Lot 2, Block 4 bears S 47 ° 38 ' 05 " E a distance of 5.19 feet;

THENCE S 23 ° 49 ' 00 " W a distance of 139.54 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 0.082 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed on the ground August, 2025, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. See copy of accompanying plat for additional information.



EXHIBIT A

**FIELD NOTES
ABANDONMENT OF A
30' WIDE LANDSCAPE AND UTILITY EASEMENT
0.252 OF ONE ACRE
OUT OF
STATACORP, LP
VOLUME 11884, PAGE 1 OPRBCT
LOT 1R, BLOCK 4
THE BUSINESS CENTER AT COLLEGE STATION
PHASE 3
PLAT VOLUME 11640, PAGE 99 OPRBCT
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
AUGUST 29, 2025
REVISED OCTOBER 24, 2025**

All that certain lot, tract or parcel of land being 0.252 of one acre situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being a part of the STATACORP, LP, a Texas Limited Partnership Tract as described in Volume 11884, Page 1, OPRBCT and being described as Lot 1R, Block 4, The Business Center at College Station, Phase 3 as described in Plat of record in Volume 11640, Page 99, OPRBCT, said 0.252 of one acre being more particularly described by metes and bounds as follows:

COMMENCING at an "X" in Concrete found in the southeast right-of-way line of Technology Way as described in Volume 3764, Page 130, OPRBCT for the southwest corner of said Lot 1R, Block 4, said point also being the northwest corner of The Board of Regents The Texas A & M University System, Lot 3, Block 4 of The Business Center at College Station, Phase 3 as described in Plat of record in Volume 4207, Page 252, OPRBCT;

THENCE N 23 ° 23 ' 50 " E along the northwest line of said Lot 1R, Block 4 and the southeast right-of-way line of said Technology Way a distance of 41.25 feet to a **POINT FOR THE BEGINNING** OF THIS 0.252 Acre Tract Abandonment and being the southwest corner;

THENCE N 23 ° 23 ' 50 " E along the northwest line of said Lot 1R, Block 4 and the southeast right-of-way line of said Technology Way a distance of 137.84 feet to a 1/2" Iron Rod with Cap (Strong) found for the beginning of a curve;

THENCE along said northwest line of said Lot 1R, Block 4 and the southeast right-of-way line of said Technology Way around a curve in a clockwise direction having a delta angle of 35 ° 57 ' 02 ", an arc distance of 31.37 feet, a radius of 50.00 feet, and a chord of N 41 ° 22 ' 21 " E, a distance of 30.86 feet to a 1/2" Iron Rod with Cap (Strong) found for a point of reverse curve;

THENCE continuing along said westerly line of said Lot 1R, Block 4 and the easterly right-of-way line of said Technology Way around a curve in a counterclockwise direction having a delta angle of 217 ° 56 ' 40 ", an arc distance of 209.21 feet, a radius of 55.00 feet, and a chord of N 49 ° 37 ' 24 " W, a distance of 104.02 feet to a 1/2" Iron Rod with Cap (Strong) found for a south corner, said point being located at the intersection of the northwest right-of-way line of

said Technology Way and the northeast line of a 50' Drainage & Utility PUE as described in Plat of Record in Volume 11640, Page 99, Official Public Records of Brazos County, Texas;

THENCE N 47 ° 38 ' 05 " W along the northeasterly line of a 50' Drainage and Utility Easement as described on Plat of record in Volume 11640, Page 99, Official Public Records of Brazos County, Texas for a west corner, a 1/2" Iron Rod with Cap (McClure) found for the south corner of Lot 2R, Block 4, The Business Center at College Station, Phase 3 as described in Volume 11640, Page 99, Official Records of Brazos County, Texas bears S 61 ° 32 ' 38 " W a distance of 52.94 feet;

THENCE N 61 ° 32 ' 38 " E along the northwest line of said Lot 1R, Block 4 and the southeast line of said Lot 2R, Block 4 a distance of 99.73 feet to a point in the northerly line of said 30' Landscape & Utility Easement for the most northerly corner, a 1/2" Iron Rod with Cap (McClure) found for an exterior corner of said Lot 1R, Block 4 bears N 61 ° 32 ' 38 " E a distance of 235.27 feet;

THENCE along the northerly to easterly line of said 30' Landscape & Utility Easement around a curve in a clockwise direction having a delta angle of 135 ° 44 ' 36 " , an arc distance of 201.38 feet, a radius of 85.00 feet, and a chord of S 8 ° 31 ' 22 " E, a distance of 157.48 feet to a point for a reverse curve;

THENCE along the easterly line of said 30' Landscape & Utility Easement around a curve in a counterclockwise direction having a delta angle of 35 ° 56 ' 56 " , an arc distance of 12.55 feet, a radius of 20.00 feet, and a chord of S 41 ° 22 ' 28 " W, a distance of 12.34 feet to a point for the end of curve;

THENCE S 23 ° 23 ' 50" W along the southeast line of said 30' Landscape & Utility Easement a distance of 137.84 feet to a point for the southeast corner;

THENCE N 66 ° 36 ' 10 " W a distance of 30.00 feet to the PLACE OF BEGINNING
CONTAINING AN AREA OF 0.252 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed on the ground August, 2025, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. See copy of accompanying plat for additional information.



Application for Abandonment of
a Public Right-of-Way/Easement

Location: LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 3

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.

NOTES:

North Orientation is based on rotating the northeast line of Lot 2, Block 4 to GRID North, (CORS 2011) Epoch 2010.00, State Plane Central Zone by utilizing rtk GPS Solutions.

All improvements may not be shown.

Bearings and distances for the Parent Tract are Call & Actual.

● Indicates a 1/2" Iron Rod w/Cap Found (McClure)

LINE TABLE

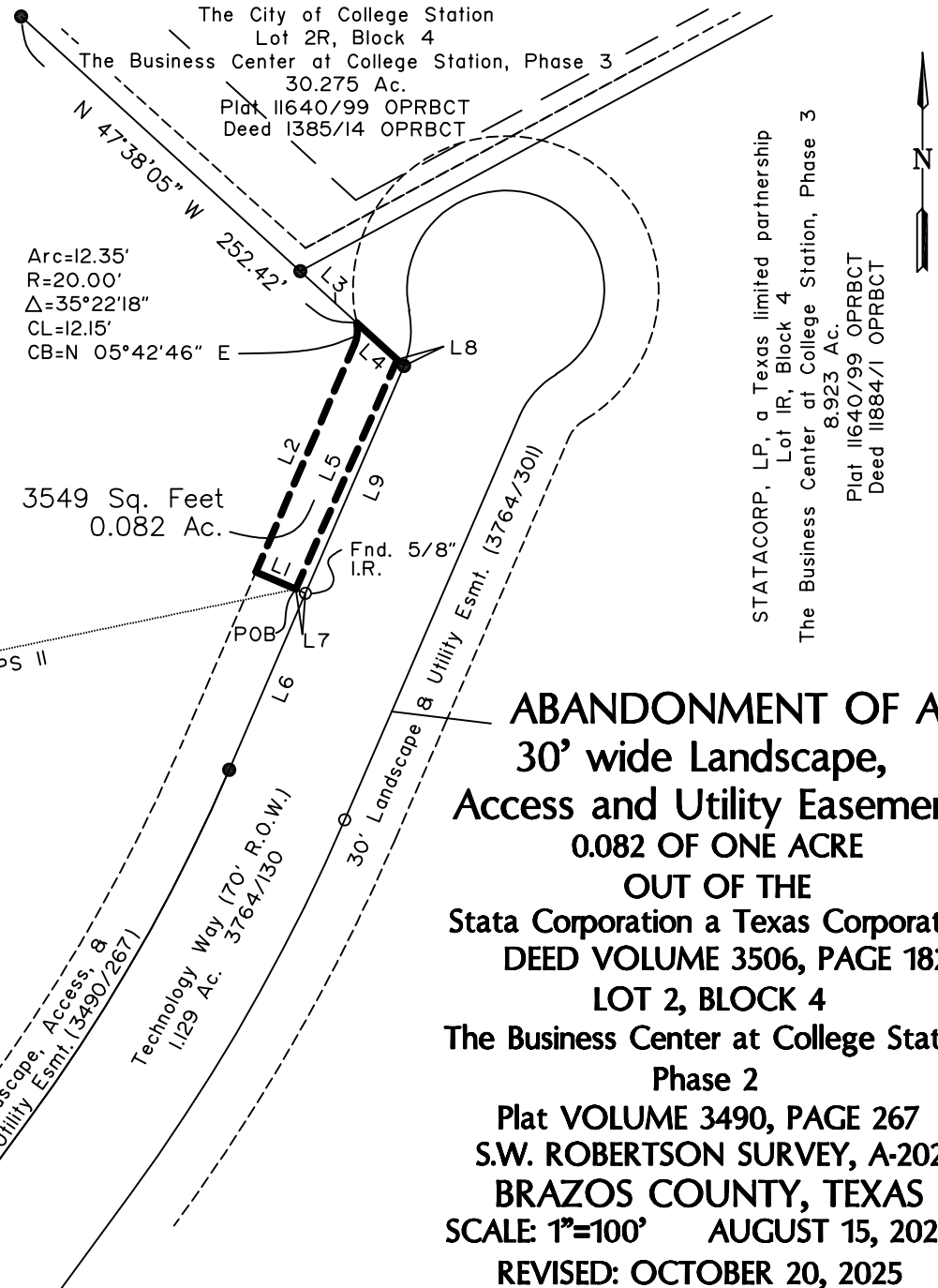
LINE	BEARING	DISTANCE
L1	N 66°36'10" W	24.07'
L2	N 23°23'50" E	137.85'
L3	N 47°38'07" W	42.36'
L4	S 47°38'05" E	30.44'
L5	S 23°49'00" W	139.54'
L6	S 23°23'50" W	106.79'
L7	S 66°36'10" E	5.93'
L8	S 47°38'05" E	5.19'
L9	S 23°23'50" W	137.85'

Stata Corporation, a Texas Corporation
Lot 2, Block 4
The Business Center at College Station
Phase 2
8.00 Ac.
Plat 3490/267 OPRBCT
Deed 3506/182 OPRBCT

Baseline

DCCM

Baseline Corp. | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | Baseline.DCCM.com



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	31.37'	30.86'	N 41°22'21" E	35°57'02"
C2	55.00'	209.21'	104.02'	N 49°37'24" W	217°56'40"
C3	85.00'	201.38'	157.48'	S 08°31'22" E	135°44'36"
C4	20.00'	12.55'	12.34'	S 41°22'28" W	35°56'56"

50' Drainage & PUE
(3764/130 OPRBCT)
Plat 11640/99 OPRBCT

City of College Station
Lot 2R, Block 4
The Business Center at
College Station, Phase 3
30.275 Ac.
Plat 11640/99 OPRBCT
Deed 1385/14 OPRBCT

Stata Corporation, a Texas Corporation
Lot 2, Block 4
The Business Center at College Station
Phase 2
8.00 Ac.
Plat 3490/267 OPRBCT
Deed 3506/182 OPRBCT

STATACORP, LP, a Texas limited partnership
Lot 1R, Block 4
The Business Center at College Station, Phase 3
8.923 Ac.
Plat 11640/99 OPRBCT
Deed 11884/1 OPRBCT

10966 Sq. Feet
0.252 Ac.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 23°23'50" W	41.25'
L2	N 23°23'50" E	137.84'
L3	N 47°38'05" W	22.30'
L4	S 61°32'38" W	52.94'
L5	N 61°32'38" E	99.73'
L6	N 61°32'38" E	235.27'
L7	S 23°23'50" W	137.84'
L8	N 66°36'10" W	30.00'



**ABANDONMENT OF A
30' wide Landscape,
and Utility Easement
0.252 OF ONE ACRE**

**OUT OF THE
STATACORP, LP a Texas Limited
Partnership**

**DEED VOLUME 11884, PAGE 1
LOT 1R, BLOCK 4**

**The Business Center at College Station
Phase 3**

**Plat VOLUME 11640, PAGE 99
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
SCALE: 1"=100' AUGUST 29, 2025**

REVISED: OCTOBER 20, 2025

Baseline Corp. | TxSurv F-10030200

**1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | Baseline.DCCM.com**

POB
"X" in
Conc.

Board of Regents
The Texas A&M University System
Lot 3, Block 4
The Business Center at College Station, Phase 3
14.50 Ac.
Plat 3764/130 OPRBCT
Deed 4207/252 OPRBCT

NOTES:

North Orientation is based on rotating the northwest line of Lot 1R, Block 4 to GRID North, (CORS 2011 Epoch 2010.00, State Plane Central Zone by utilizing rtk GPS Solutions.
All improvements may not be shown.
Bearings and distances for the Parent Tract are Call & Actual.

○ Indicates a 1/2" Iron Rod w/Cap Found (Strong)

● Indicates a 1/2" Iron Rod w/Cap Found (McClure)

Baseline

DCCM

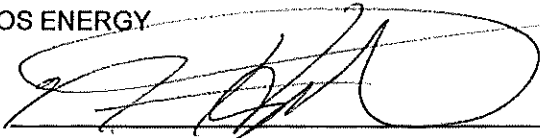
Application for Abandonment of
a Public Right-of-Way/Easement

Location: LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PAHSE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 3

EXHIBIT NO. 3 1 of 5

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: 

Title: Engineer 3

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PAHSE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 3

EXHIBIT NO. 3 2 of 5

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: Michael R. Zweremmann
Title: OSP Engineer

OPTIMUM

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

WELLBORN SUD

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PAHSE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 3

EXHIBIT NO. 3 3 of 5

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: Sr Regional Manager

Signed by:

EED66E82D753451...
9/30/2025

BRYAN TEXAS UTILITIES

By: _____
Title: _____

WELLBORN SUD

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PAHSE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 3

EXHIBIT NO. 3 4 of 5

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: Engineering Design Manager

WELLBORN SUD

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 3

EXHIBIT NO. 3 5 of 5

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: G.M. _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 210 Technology Way; ABAN2025-000008

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter

City Engineer
City of College Station

Brian Binford

Building Official
City of College Station

Molly Hitchcock

Zoning Official
City of College Station

Carrie Gordon

Fire Marshal
City of College Station

William Glenn Garit

Electric Department
City of College Station

Stephen H. Wilson

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: LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 3

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.

None

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

November 13, 2025

Item No. 8.5.

Technology Way - Landscape and Utility Easement Abandonment

Sponsor: Lucas Harper

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning a 0.252-acre portion of a 30-foot-wide Landscape and Utility Easement located along Lot 1R, Block 4 of The Business Center at College Station Subdivision, Phase Three, Brazos County, Texas according to the plats recorded in Volume 3764, Page 130, and Volume 11640, Page 99 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 Landscape and Utility Easement abandonment is being requested by the applicant as a result of a desire to construct a commercial building, drive aisle and parking in the area currently occupied by a portion of the easement. Existing utilities are housed within the adjacent right-of-way and public utility easement crossing Lot 2 Block 4 and Lot 1R, Block 4 of The Business Center at College Station Subdivision.

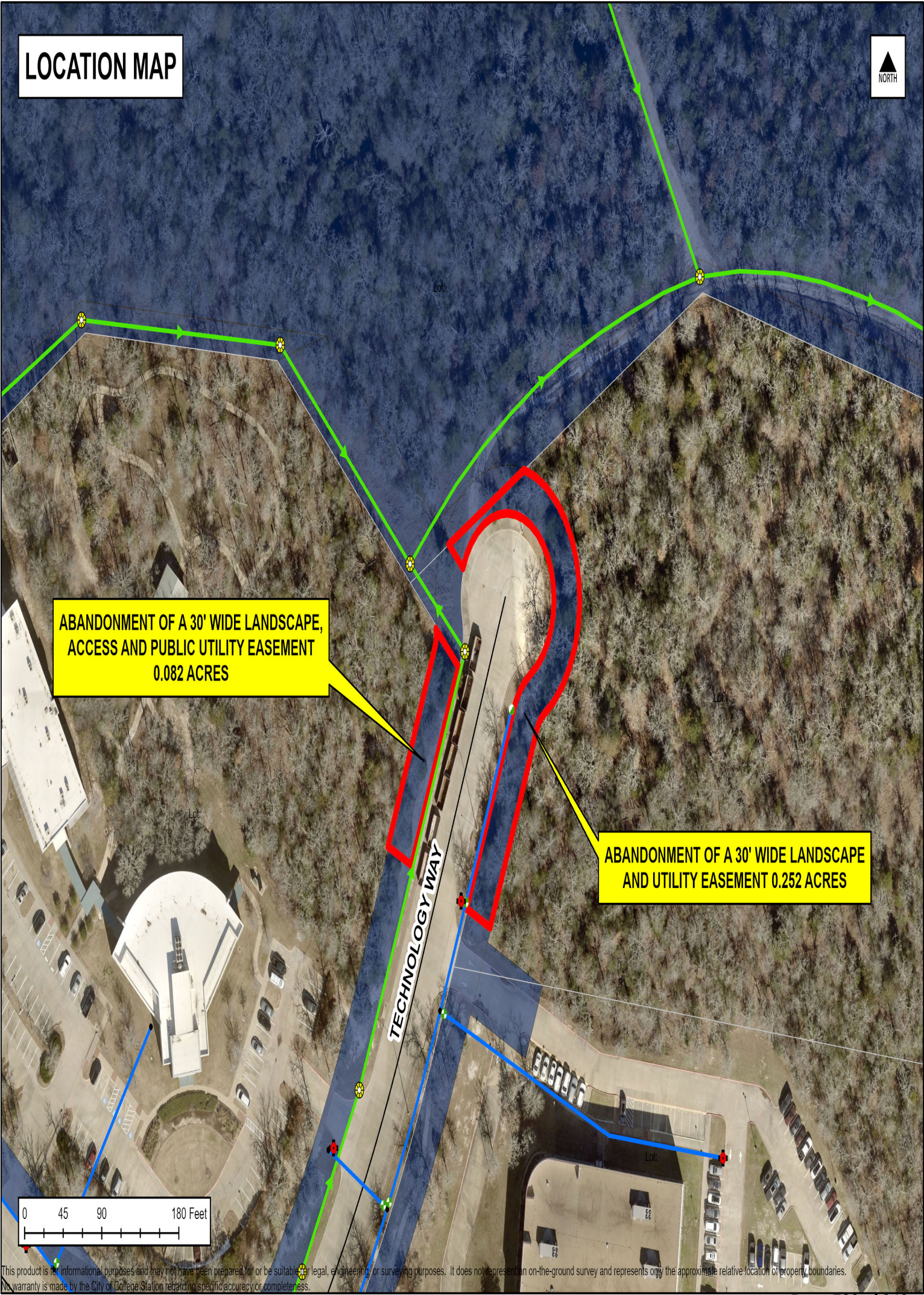
The portion of the easement being abandoned is located approximately 550 feet northeast of the intersection of Technology Way and Lakeway Drive.

Budget & Financial Summary: N/A

Attachments:

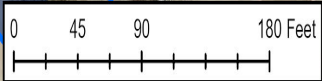
1. Location Map
2. Vicinity Map
3. Ordinance
4. Application

LOCATION MAP



ABANDONMENT OF A 30' WIDE LANDSCAPE,
ACCESS AND PUBLIC UTILITY EASEMENT
0.082 ACRES

ABANDONMENT OF A 30' WIDE LANDSCAPE
AND UTILITY EASEMENT 0.252 ACRES



VICINITY MAP



210 TECHNOLOGY WAY



0 0.04 0.09 0.18 Miles

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.252 ACRE PORTION OF THE 30-FOOT WIDTH LANDSCAPE AND UTILITY EASEMENT, SAID PORTION LYING ALONG LOT 1R, BLOCK 4, OF THE BUSINESS CENTER AT COLLEGE STATION, PHASE THREE SUBDIVISION, ACCORDING TO THE PLATS RECORDED IN VOLUME 3764, PAGE 130, AND VOLUME 11640, PAGE 99 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the 30-foot wide Landscape and Utility Easement, said portion lying along Lot 1R, Block 4, of The Business Center at College Station Phase Three Subdivision, according to the plats recorded in Volume 3764, Page 130, and Volume 11640, Page 99 of the Official Public Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Landscape and Utility Easement”); and

WHEREAS, in order for the Landscape and Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Landscape and Utility Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Landscape and Utility Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Landscape and Utility Easement.
3. There is no anticipated future public need or use for the Landscape and Utility Easement.
4. Abandonment of the Landscape and Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Landscape and Utility Easement as described in **Exhibit “A”** be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

**EXHIBIT A**

**FIELD NOTES
ABANDONMENT OF A
30' WIDE LANDSCAPE AND UTILITY EASEMENT
0.252 OF ONE ACRE
OUT OF
STATA CORP, LP
VOLUME 11884, PAGE 1 OPRBCT
LOT 1R, BLOCK 4
THE BUSINESS CENTER AT COLLEGE STATION
PHASE 3
PLAT VOLUME 11640, PAGE 99 OPRBCT
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
AUGUST 29, 2025
REVISED OCTOBER 24, 2025**

All that certain lot, tract or parcel of land being 0.252 of one acre situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being a part of the STATA CORP, LP, a Texas Limited Partnership Tract as described in Volume 11884, Page 1, OPRBCT and being described as Lot 1R, Block 4, The Business Center at College Station, Phase 3 as described in Plat of record in Volume 11640, Page 99, OPRBCT, said 0.252 of one acre being more particularly described by metes and bounds as follows:

COMMENCING at an "X" in Concrete found in the southeast right-of-way line of Technology Way as described in Volume 3764, Page 130, OPRBCT for the southwest corner of said Lot 1R, Block 4, said point also being the northwest corner of The Board of Regents The Texas A & M University System, Lot 3, Block 4 of The Business Center at College Station, Phase 3 as described in Plat of record in Volume 4207, Page 252, OPRBCT;

THENCE N 23 ° 23 ' 50 " E along the northwest line of said Lot 1R, Block 4 and the southeast right-of-way line of said Technology Way a distance of 41.25 feet to a **POINT FOR THE BEGINNING OF THIS 0.252 Acre Tract Abandonment** and being the southwest corner;

THENCE N 23 ° 23 ' 50 " E along the northwest line of said Lot 1R, Block 4 and the southeast right-of-way line of said Technology Way a distance of 137.84 feet to a 1/2" Iron Rod with Cap (Strong) found for the beginning of a curve;

THENCE along said northwest line of said Lot 1R, Block 4 and the southeast right-of-way line of said Technology Way around a curve in a clockwise direction having a delta angle of 35 ° 57 ' 02 ", an arc distance of 31.37 feet, a radius of 50.00 feet, and a chord of N 41 ° 22 ' 21 " E, a distance of 30.86 feet to a 1/2" Iron Rod with Cap (Strong) found for a point of reverse curve;

THENCE continuing along said westerly line of said Lot 1R, Block 4 and the easterly right-of-way line of said Technology Way around a curve in a counterclockwise direction having a delta angle of 217 ° 56 ' 40 ", an arc distance of 209.21 feet, a radius of 55.00 feet, and a chord of N 49 ° 37 ' 24 " W, a distance of 104.02 feet to a 1/2" Iron Rod with Cap (Strong) found for a south corner, said point being located at the intersection of the northwest right-of-way line of

said Technology Way and the northeast line of a 50' Drainage & Utility PUE as described in Plat of Record in Volume 11640, Page 99, Official Public Records of Brazos County, Texas;

THENCE N 47 ° 38 ' 05 " W along the northeasterly line of a 50' Drainage and Utility Easement as described on Plat of record in Volume 11640, Page 99, Official Public Records of Brazos County, Texas for a west corner, a 1/2" Iron Rod with Cap (McClure) found for the south corner of Lot 2R, Block 4, The Business Center at College Station, Phase 3 as described in Volume 11640, Page 99, Official Records of Brazos County, Texas bears S 61 ° 32 ' 38 " W a distance of 52.94 feet;

THENCE N 61 ° 32 ' 38 " E along the northwest line of said Lot 1R, Block 4 and the southeast line of said Lot 2R, Block 4 a distance of 99.73 feet to a point in the northerly line of said 30' Landscape & Utility Easement for the most northerly corner, a 1/2" Iron Rod with Cap (McClure) found for an exterior corner of said Lot 1R, Block 4 bears N 61 ° 32 ' 38 " E a distance of 235.27 feet;

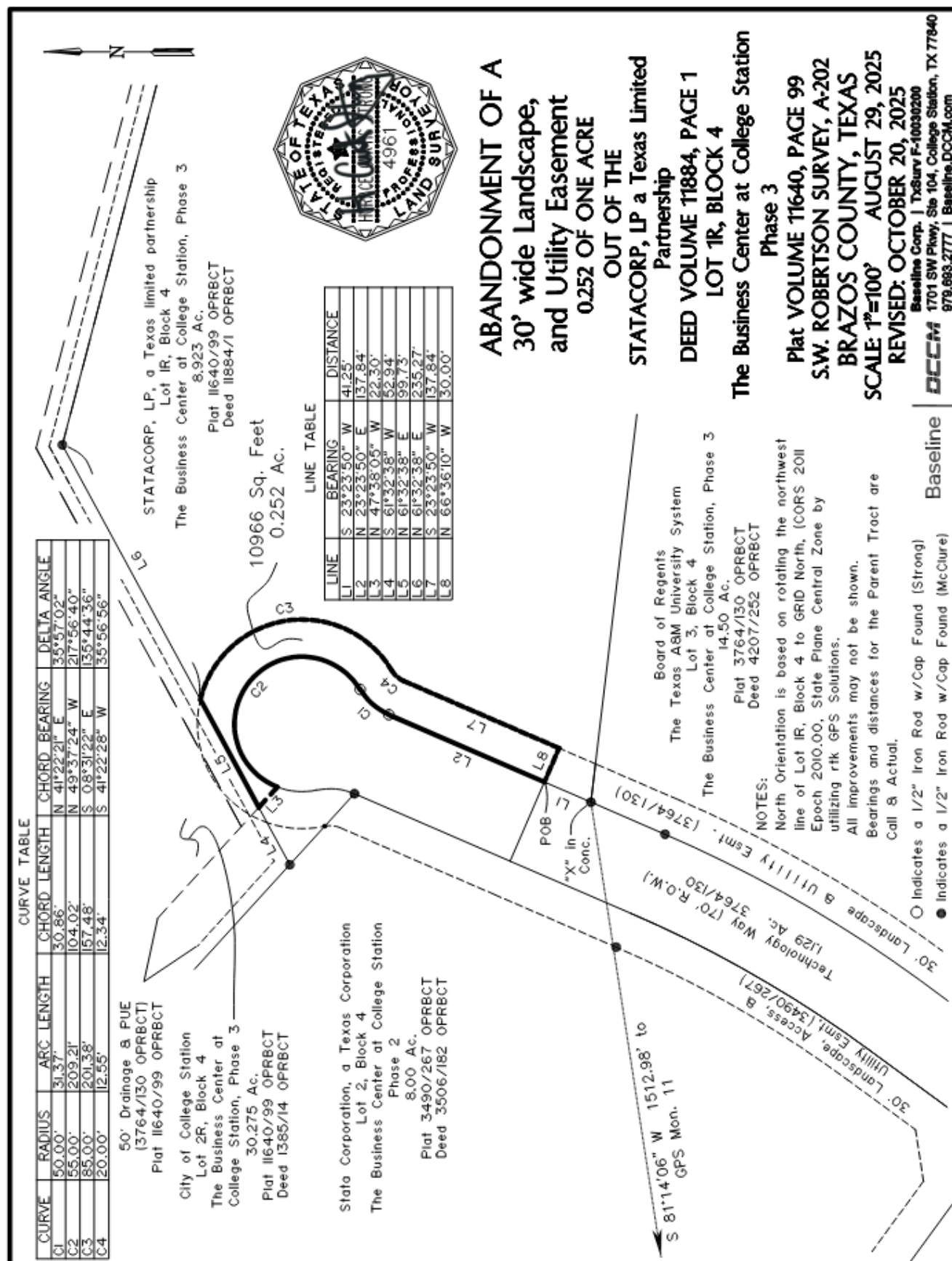
THENCE along the northerly to easterly line of said 30' Landscape & Utility Easement around a curve in a clockwise direction having a delta angle of 135 ° 44 ' 36 " , an arc distance of 201.38 feet, a radius of 85.00 feet, and a chord of S 8 ° 31 ' 22 " E, a distance of 157.48 feet to a point for a reverse curve;

THENCE along the easterly line of said 30' Landscape & Utility Easement around a curve in a counterclockwise direction having a delta angle of 35 ° 56 ' 56 " , an arc distance of 12.55 feet, a radius of 20.00 feet, and a chord of S 41 ° 22 ' 28 " W, a distance of 12.34 feet to a point for the end of curve;

THENCE S 23 ° 23 ' 50" W along the southeast line of said 30' Landscape & Utility Easement a distance of 137.84 feet to a point for the southeast corner;

THENCE N 66 ° 36 ' 10 " W a distance of 30.00 feet to the PLACE OF BEGINNING
CONTAINING AN AREA OF 0.252 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed on the ground August, 2025, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. See copy of accompanying plat for additional information.







ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☐ Abandonment of Public Right-of-Way/Easement Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- ☐ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☐ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☐ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☐ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PAHSE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE3

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Soheil Hamideh E-mail shamideh@arkitex.com
Street Address 308 N Bryan Ave
City Bryan State Texas Zip Code 77803
Phone Number 979-300-0528 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name StataCorp LLC (Alan Riley) E-mail tvanhyfte@stata.com
Street Address 4905 Lakeway dr
City College Station State Texas Zip Code 77845
Phone Number 979-696-4600 Fax Number 979-696-4601

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.

Alan Riley, President
Signature and title

9-24-2025
Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained:

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

This abandonment will not affect access; A portion of the cul-de-sac ROW (at the end of Technology Way) conditionally abandoned under Project No. ABAN2024-000007. With the portion of cul de sac added to Lot 2 & R1 all lots will continue access to public roads and LAUEs while the existing LAUEs that are no more applicable are proposed to be abandoned.

8. That there is no current public need or use for the easement or right-of-way because:

The portion of right-of-way was conditionally abandoned (Project No. ABAN2024-000007). Existing easements not serving other properties or housing any infrastructure are being replaced with new ones through the replat to align with the updated lot layout.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The abandoned areas do not impact access or service to any other properties.

10. That all public utilities have access to serve current and future customers because:

All public utilities have access to serve current and future customers. All lots maintain access to public roads and utilities. Existing LAUEs outside the abandoned area remain unchanged, and only the portions no longer applicable are proposed for abandonment. New LAUEs will be dedicated as required in coordination with revised lots layouts and replat.

11. Such public right-of-way/easement has been and is being used as follows:

The requested portions of the Landscape, Access and utility easements do not house public landscaping improvements, access or utilities

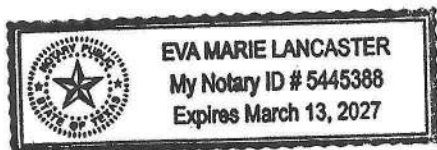
I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

[Signature], President
Signature and title

9-24-2025
Date

STATE OF TEXAS §
 § ACKNOWLEDGEMENT
COUNTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 24 day of September 2025 by
Eva Marie Lancaster



[Signature]
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 3

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

S.W. ROBERTSON SURVEY, Abstract No. 202

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

EXHIBIT A

**FIELD NOTES
ABANDONMENT OF A
30' WIDE LANDSCAPE ACCESS AND UTILITY EASEMENT
0.082 OF ONE ACRE
OUT OF
STATA CORPORATION
VOLUME 3506, PAGE 182 OPRBCT
LOT 2, BLOCK 4
THE BUSINESS CENTER AT COLLEGE STATION
PHASE 2
PLAT VOLUME 3490, PAGE 267 OPRBCT
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
AUGUST 29, 2025
REVISED OCTOBER 20, 2025**

All that certain lot, tract or parcel of land being 0.082 of one acre situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being a part of the STATA CORPORATION, a Texas Corporation Tract as described in Volume 3506, Page 182, OPRBCT and being described as Lot 2, Block 4, The Business Center at College Station, Phase 2 as described in Plat of record in Volume 3490, Page 267, OPRBCT, said 0.082 of one acre being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" Iron Rod found on the southeast line of said Lot 2, Block 4 for the most southerly corner, said point being located in the northwest right-of-way line of Technology Way as described in Volume 3764, Page 130, OPRBCT, a 1/2" Iron Rod with Cap (McClure) found at the beginning of a curve on the southeast line of said Lot 2, Block 4 bears S 23 ° 23 ' 50 " W a distance of 106.79 feet;

THENCE N 66 ° 36 ' 10 " W a distance of 5.93 feet to a point for the most southerly corner of this Abandonment and the **POINT OF BEGINNING**;

THENCE N 66 ° 36 ' 10 " W a distance of 24.07 feet to point for the most westerly corner, said point being located in the northwest line of the 30' Landscape, Access and Utility Easement as described in Volume 3490, page 267, OPRBCT;

THENCE N 23 ° 23 ' 50" E along the northwest line of said 30' Landscape, Access and Utility Easement a distance of 137.85 feet to a point for the beginning of a curve;

THENCE along the westerly line of said 30' Landscape, Access & Utility Easement around a curve in a counterclockwise direction having a delta angle of 35 ° 22 ' 18 ", an arc distance of 12.35 feet, a radius of 20.00 feet, and a chord of N 5 ° 42 ' 46 " E, a distance of 12.15 feet to a point in the northeast line of said Lot 2, Block 4 for the most northerly corner, said point being located in the southwest line of the STATA CORP, LP Lot 1R, Block 4, The Business Center at College Station, Phase 3 as described in Plat of record in Volume 11640, Page 99, OPRBCT, a

1/2" Iron Rod with Cap (McClure) found for an angle point in the northeast line of said Lot 2, Block 4 bears N 47 ° 38 ' 05 " W a distance of 252.42 feet;

THENCE S 47 ° 38 ' 05 " E along the northeast line of said Lot 2, Block 4 and the southeast line of said Lot 1R, Block 4 a distance of 30.44 feet to a point for the most easterly corner, a 1/2" Iron Rod with Cap (McClure) found for the most easterly corner of said Lot 2, Block 4 bears S 47 ° 38 ' 05 " E a distance of 5.19 feet;

THENCE S 23 ° 49 ' 00 " W a distance of 139.54 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 0.082 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed on the ground August, 2025, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. See copy of accompanying plat for additional information.



EXHIBIT A

**FIELD NOTES
ABANDONMENT OF A
30' WIDE LANDSCAPE AND UTILITY EASEMENT
0.252 OF ONE ACRE
OUT OF
STATACORP, LP
VOLUME 11884, PAGE 1 OPRBCT
LOT 1R, BLOCK 4
THE BUSINESS CENTER AT COLLEGE STATION
PHASE 3
PLAT VOLUME 11640, PAGE 99 OPRBCT
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
AUGUST 29, 2025
REVISED OCTOBER 24, 2025**

All that certain lot, tract or parcel of land being 0.252 of one acre situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being a part of the STATACORP, LP, a Texas Limited Partnership Tract as described in Volume 11884, Page 1, OPRBCT and being described as Lot 1R, Block 4, The Business Center at College Station, Phase 3 as described in Plat of record in Volume 11640, Page 99, OPRBCT, said 0.252 of one acre being more particularly described by metes and bounds as follows:

COMMENCING at an "X" in Concrete found in the southeast right-of-way line of Technology Way as described in Volume 3764, Page 130, OPRBCT for the southwest corner of said Lot 1R, Block 4, said point also being the northwest corner of The Board of Regents The Texas A & M University System, Lot 3, Block 4 of The Business Center at College Station, Phase 3 as described in Plat of record in Volume 4207, Page 252, OPRBCT;

THENCE N 23 ° 23 ' 50 " E along the northwest line of said Lot 1R, Block 4 and the southeast right-of-way line of said Technology Way a distance of 41.25 feet to a **POINT FOR THE BEGINNING** OF THIS 0.252 Acre Tract Abandonment and being the southwest corner;

THENCE N 23 ° 23 ' 50 " E along the northwest line of said Lot 1R, Block 4 and the southeast right-of-way line of said Technology Way a distance of 137.84 feet to a 1/2" Iron Rod with Cap (Strong) found for the beginning of a curve;

THENCE along said northwest line of said Lot 1R, Block 4 and the southeast right-of-way line of said Technology Way around a curve in a clockwise direction having a delta angle of 35 ° 57 ' 02 ", an arc distance of 31.37 feet, a radius of 50.00 feet, and a chord of N 41 ° 22 ' 21 " E, a distance of 30.86 feet to a 1/2" Iron Rod with Cap (Strong) found for a point of reverse curve;

THENCE continuing along said westerly line of said Lot 1R, Block 4 and the easterly right-of-way line of said Technology Way around a curve in a counterclockwise direction having a delta angle of 217 ° 56 ' 40 ", an arc distance of 209.21 feet, a radius of 55.00 feet, and a chord of N 49 ° 37 ' 24 " W, a distance of 104.02 feet to a 1/2" Iron Rod with Cap (Strong) found for a south corner, said point being located at the intersection of the northwest right-of-way line of

said Technology Way and the northeast line of a 50' Drainage & Utility PUE as described in Plat of Record in Volume 11640, Page 99, Official Public Records of Brazos County, Texas;

THENCE N 47 ° 38 ' 05 " W along the northeasterly line of a 50' Drainage and Utility Easement as described on Plat of record in Volume 11640, Page 99, Official Public Records of Brazos County, Texas for a west corner, a 1/2" Iron Rod with Cap (McClure) found for the south corner of Lot 2R, Block 4, The Business Center at College Station, Phase 3 as described in Volume 11640, Page 99, Official Records of Brazos County, Texas bears S 61 ° 32 ' 38 " W a distance of 52.94 feet;

THENCE N 61 ° 32 ' 38 " E along the northwest line of said Lot 1R, Block 4 and the southeast line of said Lot 2R, Block 4 a distance of 99.73 feet to a point in the northerly line of said 30' Landscape & Utility Easement for the most northerly corner, a 1/2" Iron Rod with Cap (McClure) found for an exterior corner of said Lot 1R, Block 4 bears N 61 ° 32 ' 38 " E a distance of 235.27 feet;

THENCE along the northerly to easterly line of said 30' Landscape & Utility Easement around a curve in a clockwise direction having a delta angle of 135 ° 44 ' 36 " , an arc distance of 201.38 feet, a radius of 85.00 feet, and a chord of S 8 ° 31 ' 22 " E, a distance of 157.48 feet to a point for a reverse curve;

THENCE along the easterly line of said 30' Landscape & Utility Easement around a curve in a counterclockwise direction having a delta angle of 35 ° 56 ' 56 " , an arc distance of 12.55 feet, a radius of 20.00 feet, and a chord of S 41 ° 22 ' 28 " W, a distance of 12.34 feet to a point for the end of curve;

THENCE S 23 ° 23 ' 50" W along the southeast line of said 30' Landscape & Utility Easement a distance of 137.84 feet to a point for the southeast corner;

THENCE N 66 ° 36 ' 10 " W a distance of 30.00 feet to the PLACE OF BEGINNING
CONTAINING AN AREA OF 0.252 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed on the ground August, 2025, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. See copy of accompanying plat for additional information.



Application for Abandonment of
a Public Right-of-Way/Easement

Location: LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 3

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.

NOTES:

North Orientation is based on rotating the northeast line of Lot 2, Block 4 to GRID North, (CORS 2011) Epoch 2010.00, State Plane Central Zone by utilizing rtk GPS Solutions.

All improvements may not be shown.

Bearings and distances for the Parent Tract are Call & Actual.

● Indicates a 1/2" Iron Rod w/Cap Found (McClure)

LINE TABLE

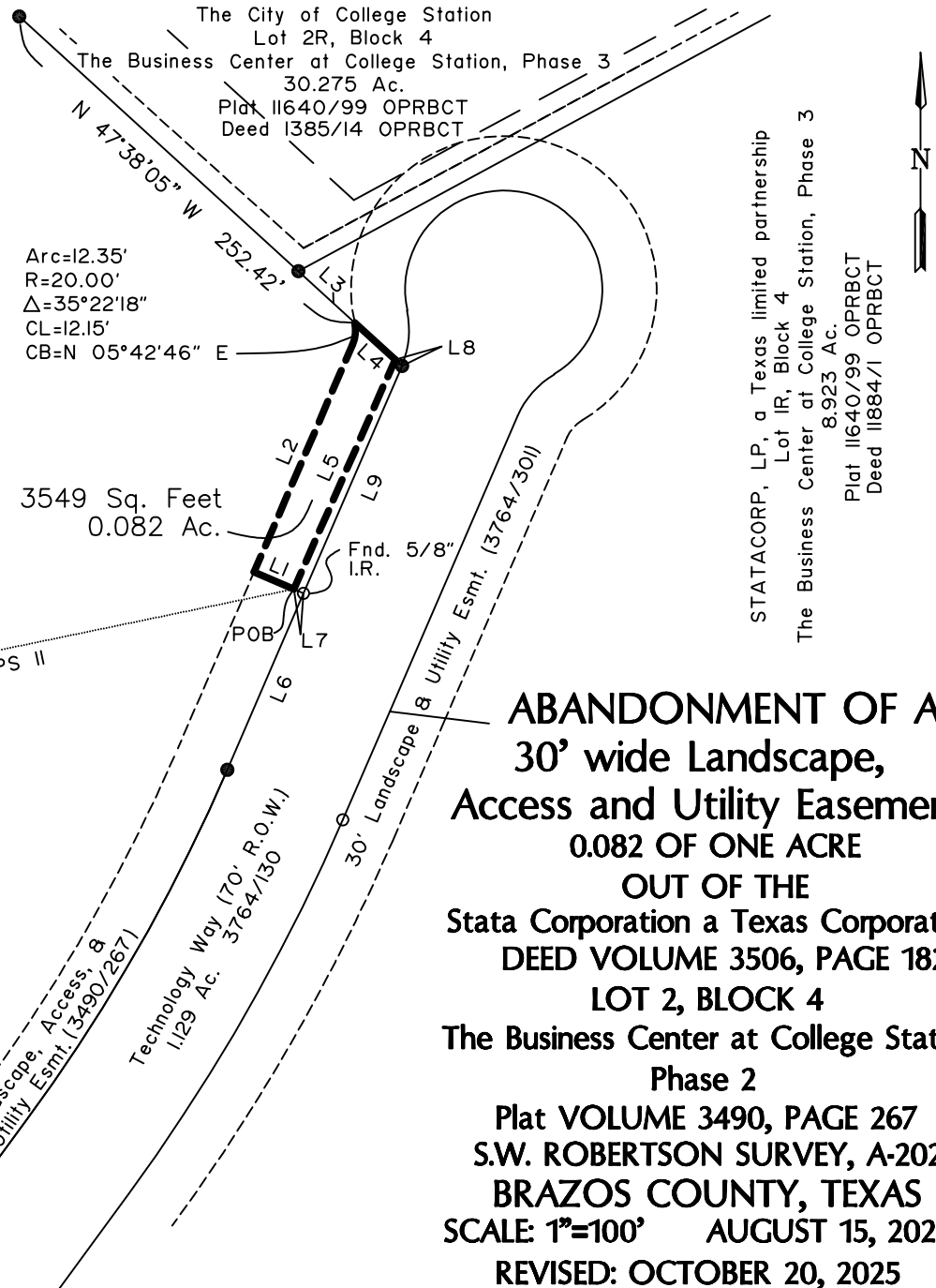
LINE	BEARING	DISTANCE
L1	N 66°36'10" W	24.07'
L2	N 23°23'50" E	137.85'
L3	N 47°38'07" W	42.36'
L4	S 47°38'05" E	30.44'
L5	S 23°49'00" W	139.54'
L6	S 23°23'50" W	106.79'
L7	S 66°36'10" E	5.93'
L8	S 47°38'05" E	5.19'
L9	S 23°23'50" W	137.85'

Stata Corporation, a Texas Corporation
Lot 2, Block 4
The Business Center at College Station
Phase 2
8.00 Ac.
Plat 3490/267 OPRBCT
Deed 3506/182 OPRBCT

Baseline

DCCM

Baseline Corp. | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | Baseline.DCCM.com



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	31.37'	30.86'	N 41°22'21" E	35°57'02"
C2	55.00'	209.21'	104.02'	N 49°37'24" W	217°56'40"
C3	85.00'	201.38'	157.48'	S 08°31'22" E	135°44'36"
C4	20.00'	12.55'	12.34'	S 41°22'28" W	35°56'56"

50' Drainage & PUE
(3764/130 OPRBCT)
Plat 11640/99 OPRBCT

City of College Station
Lot 2R, Block 4
The Business Center at
College Station, Phase 3
30.275 Ac.
Plat 11640/99 OPRBCT
Deed 1385/14 OPRBCT

Stata Corporation, a Texas Corporation
Lot 2, Block 4
The Business Center at College Station
Phase 2
8.00 Ac.
Plat 3490/267 OPRBCT
Deed 3506/182 OPRBCT

STATACORP, LP, a Texas limited partnership
Lot 1R, Block 4
The Business Center at College Station, Phase 3
8.923 Ac.
Plat 11640/99 OPRBCT
Deed 11884/1 OPRBCT

10966 Sq. Feet
0.252 Ac.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 23°23'50" W	41.25'
L2	N 23°23'50" E	137.84'
L3	N 47°38'05" W	22.30'
L4	S 61°32'38" W	52.94'
L5	N 61°32'38" E	99.73'
L6	N 61°32'38" E	235.27'
L7	S 23°23'50" W	137.84'
L8	N 66°36'10" W	30.00'



**ABANDONMENT OF A
30' wide Landscape,
and Utility Easement
0.252 OF ONE ACRE**

**OUT OF THE
STATACORP, LP a Texas Limited
Partnership**

**DEED VOLUME 11884, PAGE 1
LOT 1R, BLOCK 4**

**The Business Center at College Station
Phase 3**

**Plat VOLUME 11640, PAGE 99
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
SCALE: 1"=100' AUGUST 29, 2025**

REVISED: OCTOBER 20, 2025

Baseline Corp. | TxSurv F-10030200

**1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | Baseline.DCCM.com**

POB
"X" in
Conc.

Board of Regents
The Texas A&M University System
Lot 3, Block 4
The Business Center at College Station, Phase 3
14.50 Ac.
Plat 3764/130 OPRBCT
Deed 4207/252 OPRBCT

NOTES:

North Orientation is based on rotating the northwest line of Lot 1R, Block 4 to GRID North, (CORS 2011 Epoch 2010.00, State Plane Central Zone by utilizing rtk GPS Solutions.
All improvements may not be shown.
Bearings and distances for the Parent Tract are Call & Actual.

○ Indicates a 1/2" Iron Rod w/Cap Found (Strong)

● Indicates a 1/2" Iron Rod w/Cap Found (McClure)

Baseline

DCCM

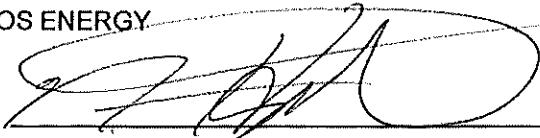
Application for Abandonment of
a Public Right-of-Way/Easement

Location: LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PAHSE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 3

EXHIBIT NO. 3 1 of 5

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: 

Title: Engineer 3

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PAHSE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 3

EXHIBIT NO. 3 2 of 5

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: Michael R. Zweremmann
Title: OSP Engineer

OPTIMUM

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

WELLBORN SUD

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PAHSE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 3

EXHIBIT NO. 3 3 of 5

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: Sr Regional Manager

Signed by:

EED66E82D753451...
9/30/2025

BRYAN TEXAS UTILITIES

By: _____
Title: _____

WELLBORN SUD

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PAHSE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 3

EXHIBIT NO. 3 4 of 5

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: Engineering Design Manager

WELLBORN SUD

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 3

EXHIBIT NO. 3 5 of 5

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: G.M. _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 210 Technology Way; ABAN2025-000008

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter

City Engineer
City of College Station

Brian Binford

Building Official
City of College Station

Molly Hitchcock

Zoning Official
City of College Station

Carrie Gordon

Fire Marshal
City of College Station

William Glenn Garit

Electric Department
City of College Station

Stephen H. Wilson

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: LOT 2, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 2
LOT 1R, BLOCK 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE 3

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.

None

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

November 13, 2025
Item No. 8.6.
2024 International Building Codes and 2023 National Electrical Code

Sponsor: Brian Binford, Building Official

Reviewed By CBC: Construction Board of Adjustments & Appeals

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Chapter 103, "Buildings and Building Regulations," Article III, "Technical Codes," Division 2, "Building Codes," and Division 3, "Electrical Code" adopting the 2024 International Codes, the 2023 National Electrical Code (NEC), and related amendments.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Neighborhood Integrity
- Diverse & Growing Economy
- Sustainable City

Recommendation(s): The Construction Board of Adjustments and Appeals considered this item at their October 28, 2025 meeting and unanimously recommended approval of the updated codes and amendments, as presented. Staff recommends approval with an effective date of January 1, 2026.

Summary: This ordinance adopts the latest edition of the International Codes (I-Codes), for use in College Station. The City of College Station currently uses the 2021 edition of the I-Codes and the 2020 edition of the NEC. The International Code Council and National Fire Protection Association issues updated codes every three years. The changes included in the latest codes help clarify intent, improve energy efficiency, and strengthen requirements designed to safeguard the public health, safety, and general welfare.

In addition to the Construction Board of Adjustments and Appeals meeting, staff presented an overview of the changes contained in the International Residential Code and National Electrical Code to representatives of the Greater Brazos Valley Builders Association on July 23, 2025.

A copy of the 2023 National Electrical Code and the 2024 International Codes are available in the office of Planning & Development Services for review.

Budget & Financial Summary: N/A

Attachments:

1. Overview of Changes and Local Amendments
2. Ordinance

2024 International Building Code

Overview of Changes

The scope of the International Building Code (IBC) applies to the construction, alteration, movement, enlargement, replacement, repair, use and occupancy, location, maintenance, and removal or demolition of buildings and structures. The IBC establishes the minimum requirements to safeguard the public health, safety and general welfare through structural strength, proper exits, and sanitation. The IBC is also designed to provide safety for firefighters and emergency responders from fire and other hazards associated with the building's environment.

The 2024 IBC continues to establish minimum regulations for building systems using prescriptive and performance-related provisions. The code changes in this cycle result in technical consistency with the other International Codes.

New in the 2024 IBC Edition

- For the first time ever, the 2024 IBC includes provisions for tornado loadings.
- Updated wind, earthquake, and snow loads.
- The updated design rain loads are now based on the summation of the static head, the hydraulic head, and the ponding head.
- Updates to Risk Categories including Photovoltaic (PV) panel systems and facilities providing power generation.
- Updated and expanded provisions for Temporary Structures.
- New provisions regarding the wind resistance of aggregate-surfaced roofs.
- Roof Coverings: Updated provisions for underlayment.
- New special inspection provisions for metal building systems.
- New provisions for structural concrete reinforced with glass-fiber reinforcement.
- Concrete: Chapter 19 on Concrete has been Updated and reformatted.
- Masonry: TMS 402 and TMS 602 references have been updated to the latest 2022 editions.
- Increased the allowable height of a Group R-2 occupancy building with an NFPA 13R sprinkler system.
- Occupiable space requirements now apply if a roof is usable for anything more than maintenance or repair and occupants must have access to multiple egress options from a story based on the occupant load and the story requirements.
- Adult changing tables regulations are added where they are required in large assembly and mercantile, college lecture hall/classroom buildings and highway rest stops, or provided.

- Fire-resistance-rated Wall Continuity: Updates on how supporting construction for exterior walls is to be fire-resistance-rated, especially in the case of a parapet.
- Openings in Shaft Enclosures: Additional exceptions are provided for shaft enclosures, including new allowances for openings and penetrations.
- Carbon Monoxide Detection: Carbon monoxide (CO) detection is now required in all occupancies where a CO-producing device is present. Detection and notification can be addressed in several ways.

Amendments

- Current Number of Amendments: 63
- Proposed Number of Amendments: 60

The newly proposed amendments are to align language in Chapter 9 of the IBC, with amendments made to the 2024 International Fire Code by the City of College Station Fire Marshal's office.

2024 International Residential Code

Overview of Changes

The International Residential Code (IRC) is a standalone code that regulates the construction of detached one-and-two family dwellings and townhouses not more than three stories in height.

There have been significant changes made to the IRC since the initial 2000 edition. This overview is intended to highlight the significant changes contained in the 2024 IRC.

New in the 2024 Edition

- Imaginary lot lines are added for calculating fire separation distance when considering multiple dwellings on a single lot
- Shared accessory rooms are an option in two-family dwellings.
- Many requirements for energy storage systems are added.
- New protection requirements for storage batteries in garages are added.
- Sleeping loft requirements added for habitable attic style lofts and tiny home style lofts now have maximum size limits to meet an exception.
- Reinforcement of the floor below guards at a mezzanine is now required.
- The final test of the DWV system may be visual.
- Air exhaust openings now allowed near operable windows and doors.
- A2L refrigerants are added as an option for cooling equipment.
- Solvent cement joints for CPVC pipe are allowed above and below ground.
- Snow, wind, and seismic maps updated.
- Accessibility in care facilities clarified.

Amendments

- Current Number of Amendments: 37
- Proposed Number of Amendments: 35

2024 International Plumbing Code

Overview of Changes

The *2024 International Plumbing Code* (IPC) contains many changes that provide clarity of content and resolve common interpretation problems. The scope of the 2021 IPC continues to encompass the initial design of the plumbing system, the installation and construction of plumbing systems, and the maintenance of operating systems. All plumbing systems which are provided for utilization by and for the general safety and well-being of the occupants of a building are intended to be governed by the code. Plumbing installations associated with one-and-two family dwellings are regulated by the *International Residential Code*.

New in the 2024 Edition

- Provisions added for support of buried piping beneath building where expansive soil conditions exist.
- Requirement added for tracer wire for buried plastic sewer piping.
- Option added for vacuum testing of DWV piping.
- Plumbing fixture requirements significantly updated for various Group I occupancies.
- Exception added for allowing special locking mechanism for doors to multiple-user toilet facilities.
- Plastic pans for gas-fired water heaters required to be tested in accordance with ASTM E84 or UL723.
- Showerhead flow limited to 2.0 gpm with performance complying with high efficiency requirements.
- Installation standards added for solvent-cemented plastic piping joints.
- Standards added for chemical waste piping materials.

Amendments

- Current Number of Amendments: 37
- Proposed Number of Amendments: 35

2024 International Mechanical Code

Overview of Changes

The latest code change cycle resolved common interpretation problems and provided clarity of content to the 2021 *International Mechanical Code* (IMC). The code was also changed to reflect current design, construction and inspection methods. In order to keep the IMC up to date on new technology, requirements to assist designers, installers and inspectors as the demand for new energy sources increase.

The 2024 IMC is primarily intended to be a commercial code. Therefore, mechanical installations associated with one-and-two family dwellings are regulated by the *International Residential Code*.

New in the 2024 Edition

- Provisions prohibiting the use of domestic ductless range hoods in Groups I-1 and I-2 were removed.
- An identification requirement was added for Group A2L and B2L refrigerants.
- The requirements for machinery rooms containing Group A2L refrigerants were changed and
- Group B2L refrigerants were added to the provisions.
- Limits for the use of Group A1 and A2L refrigerants changed in high probability systems used for human comfort, unless permitted as excepted.
- UL 2158A Standard was added to the requirements for commercial dryer exhaust.
- Ventilation requirements for outpatient healthcare facilities to match the requirements in ASHRAE 62.1-2019.
- Addition of a new minimum landing at the roof hatch for personnel to safely use the hatch when accessing the roof for repair and maintenance.
- Addition of a new testing option for grease ductwork.
- Requirements for steam baths were added.
- A new standard requirement for refrigeration systems containing carbon dioxide was added.

Amendments

- Current Number of Amendments: 8
- Proposed Number of Amendments: 8

2024 International Fuel Gas Code

Overview of Changes

The *2024 International Fuel Gas Code* (IFGC) consolidates all code changes from the fuel gas related installations into one convenient document. It is a compilation of fuel gas-related text from the International Mechanical Code, the International Plumbing Code, and the National Fuel Gas Code. The code is designed to complement the family of International Codes, including the International Mechanical Code, the International Plumbing Code, the International Fire Code, and the International Building Code.

The IFGC regulates fuel gas distribution piping systems, gas-fired appliance installation and gas-fired appliance venting systems for structures other than one-and-two family dwellings. Fuel gas installations associated with one-and-two family dwellings are regulated by the International Residential Code.

New in the 2024 Edition

- **403.11.3 Nonferrous.** A reference is added for aluminum flanges.
- **406.5.1 Detection methods.** The gas detector for leakage location is now required to be listed.
- **406.7.3.1 Abandoned fuel gas piping.** Purging of fuel gas piping that will be abandoned in place is required.
- **407.2 Design and Installation.** Now allows non-metallic supports.

Amendments

- Current Number of Amendments: 12
- Proposed Number of Amendments: 10

2024 International Energy Conservation Code

Overview of Changes

The International Energy Conservation Code (IECC) establishes regulations for the design of energy-efficient residential and commercial buildings and structures, as well as portions of factory and industrial occupancies designed for human comfort.

The State of Texas is divided into climate zones which are used in determining applicable requirements for residential and commercial energy efficiency. Insulation, window and skylight requirements for the thermal envelope for both residential and commercial buildings are based on the climate zones. The performance criteria for compliance with residential energy efficiency requirements using simulated energy analysis are also addressed.

New in the 2024 Edition

- **R402.1.3 Insulation Minimum R-Values.** Is modified by reducing the ceiling R-value from R49 to R38.
- Updates to air leakage requirements. Climate zones 0-2 and 6-8 have increased their ACH 50 stringency compared to IECC 2021.
- Mechanical systems are now defined in the reference home as having the federal minimum efficiency requirements for that location. This is the first time since 2006 a project can receive credit for its mechanical system efficiency in the performance path of the IECC.
- There are many more options for R408 Additional Efficiency Requirements in 2024. There are over 50 options for design changes that offer additional efficiency points.

Amendments

- Current Number of Amendments: 11
- Proposed Number of Amendments: 11

2024 International Property Maintenance Code

Overview of Changes

The 2024 International Property Maintenance Code (IPMC) continues to emphasize protection of health, safety and welfare while providing code requirements that are enforceable in the diverse types of buildings that exist. Providing a safe means of egress, preventing hazardous structural conditions and reducing health hazards by providing a clean, sanitary environment are the key components of the code.

The IPMC applies to all existing structures, including residential and nonresidential property and addresses the following areas:

- Administration, enforcement and penalties associated with the code
- Determination and assignment of responsibility for code compliance among the owner, operator and occupant of a property
- Minimum property maintenance conditions for existing structures and premises in regard to structural safety, sanitation, health and comfort
- Regulating the use of existing dwelling through the establishment of occupancy limitations
- Maintenance of means of egress and fire safety, with appropriate references to the International

Amendments

- Current Number of Amendments: 13
- Proposed Number of Amendments: 13

2023 National Electrical Code

Overview of Changes

The National Electrical Code (NEC) is published by the National Fire Protection Association and updated every three years by issuing a new edition. The City of College Station is currently operating under the 2020 Edition of the NEC.

The 2023 NEC contains several changes, most of which are designed to provide clarity for existing code provisions. However, there are some new provisions and changes included in the 2023 NEC.

New in the 2023 Edition

- GFCI protection for appliances has been expanded to include wall-mounted ovens, countermounted cooking units, clothes dryers and microwave ovens. GFCI protection is also expanded to include any cord- and plug-connected appliance in kitchens, not just on countertops.
- A GFCI update removes the distance limitation between kitchen receptacle outlets and the sink. All receptacles in kitchen now need GFCI.
- Kitchen island countertop receptacles must be pop-ups installed in the countertop surface, not under the edge of the countertop.
- AFCI protection is now required for sleeping quarters in such dwellings as police, fire and ranger stations, in addition to previous requirements for hotels, dormitories and others.
- Surge protection is now required for multifamily dwelling units, dormitory units, guest rooms and guest suites of hotels and motels, as well as patient sleeping rooms in nursing homes and limited care facilities.

Amendments

- Current Number of Amendments: 14
- Proposed Number of Amendments: 9

ORDINANCE NO. 2025-XXXX

AN ORDINANCE AMENDING CHAPTER 103, “BUILDINGS AND BUILDING REGULATIONS,” ARTICLE III, “TECHNICAL CODES,” DIVISION 2 “BUILDING CODES” AND DIVISION 3 ELECTRICAL CODE, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO BUILDING REGULATIONS; 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 103, “Buildings and Building Regulations,” Article III, “Technical Codes,” Division 2 “Building Codes” and Division 3 “Electrical Code” 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 January 1, 2026.

PASSED, ADOPTED and APPROVED this 13TH day of November 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 103, “Buildings and Building Regulations,” Article III, “Technical Codes,” Division 2 “Building Codes” is hereby amended to read as follows:

Sec. 103-131. – International Building Code adopted.

A booklet entitled 'International Building Code 2024 Edition' as amended and as hereafter may be amended, at least one (1) copy of which is on file in the office of the Building Official of the City of College Station, Texas, is hereby adopted and designated as the Building Code of the City of College Station, Texas. In addition, Appendix D of the 2024 International Building Code is hereby adopted.

Sec. 103-132. – International Building Code amended.

The above referenced International Building Code is hereby amended as follows:

1. **Section 105** (Permits) is amended by adding Section 105.1.3 to read as follows:

105.1.3 Registration of Contractors.

It shall be the duty of every individual who makes contracts to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, and every individual making such contracts and subletting the same or any part thereof, to first register with the Building Official, giving full name, residence, name and place of business, and in case of removal from one place to another to have made corresponding change to the Building Official.

Exception: Homeowner permits as provided per local amendment by added Section R105.2.4, International Residential Code.

Plumbing Contractors - Plumbing contractors shall be licensed as prescribed by the State of Texas and shall register their license with the City of College Station before a plumbing permit is issued by the City.

Air Conditioning, Refrigeration and Heating Contractors - Air Conditioning, Refrigeration and Heating Contractors shall be licensed by the State of Texas and shall register their license with the City of College Station before a mechanical permit is issued by the City.

Licensed Irrigators - Irrigation Contractors shall be licensed Irrigators by the State of Texas shall register their license with the City of College Station before a lawn irrigation permit is issued by the City.

Electrical Contractors - Electrical Contractors shall be licensed by the State shall register their license with the City of College Station before an electrical permit is issued by the City.

Electrical Sign Contractors – Electrical Sign Contractors shall be licensed by the State shall register their license with the City of College Station before a permit is issued.

Before any license is registered with the City, the applicant shall have adequate

insurance coverage for general liability as provided for by State law for the respective trade.

2. **Section 105.2** (Work exempt from permit) is amended by deleting item #2 under “Building” and replacing with the following:

“2. Fences of wood, chain link, or similar material, and less than eight feet in height, and walls of brick, stone, concrete, or similar material, and less than six feet in height, shall not be construed to be a structure, nor shall they require a building permit.

3. **Section 105.2** (Work exempt from permit) is amended by adding the following under “Electrical”:

Replacing Fuses: No permit shall be required for replacing fuses of like rating.

Replacing Flush or Snap Switches: No permit shall be required for replacing flush or snap switches, receptacles, lamp sockets, the installation of lamps, or minor repairs on permanently connected electrical appliances.

Conveying Signals: No permit shall be required for the installation, maintenance or alteration of wiring, poles and down guys, apparatus, devices, appliances or equipment for telegraph, telephone, signal service or central station protective service used in conveying signals or intelligence, except where electrical work is done on the primary side of the source of power at a voltage over 50 volts and of more than 500 watts.

Wiring by Electric Public Service Company: No permit shall be required for the installation, maintenance or alteration of electric wiring, apparatus devices, appliances or equipment to be installed by an electric public service company for the use of such company in the generation, transmission, distribution, sale or utilization of electrical energy. However, an electric public service company shall not do any wiring on a customer's distribution system, including metering equipment wherever located and transformer vaults in which customer's transformers are located, nor shall any of its employees do any work other than done for said company as hereinbefore provided for by virtue of this exception.

Temporary Wiring: No permit shall be required for the installation of temporary wiring, apparatus, devices, appliances or equipment used by a recognized electrical training school or college.

Railway Crossing Signal Devices: No permit shall be required for the installation and maintenance of railway crossing signal devices, when such is performed by due authority of the railroad and in accordance with the standards of the American Railroad Association, and in collaboration with and approval of the Department of Public Services of the City of College Station.

4. **Section 107.1** (General) is amended to include the following at the end of the section and before the exception: “The design professional shall be an architect or engineer legally registered and in compliance under the laws of Texas and shall affix his official seal to the construction documents for the following:

1. All group A, E and I occupancies.
2. Building and structures three or more stories in height

3. Buildings and structures 5,000 square feet or more in total area Exception: "Group R-3 buildings, Regardless of size"
5. **Section 109.4** (Work commencing before permit issuance) is amended by deleting the existing text in its entirety and replacing it with the following:

"Any person who commences any work on a building, structure electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a penalty of 100% of the usual fee in addition to the required permit fees."
6. **Section 109.6** (Refunds) is amended by deleting the existing text in its entirety and replacing it with the following:

"The City Manager or his designee is authorized to establish a refund policy."
7. **Section [A] 110.3.1** (Footing and foundation inspection) is amended by adding the following to the end of said section:

"The Building Official shall have the authority to require a form survey to verify building setbacks. Such survey shall be provided to the Building Official prior to placement of concrete and prepared by a surveyor licensed to perform work in the State of Texas."
8. **Section 110.3.6** (Lath and gypsum board inspection) is amended by deleting the section in its entirety.
9. **Section 111.2** (Certificate issued) is amended by deleting items number 4, 5, 7, 10, and 11.
10. **Section 113** (Means of Appeals) is amended by deleting the section in its entirety.
11. **Section 116.1** (Unsafe Conditions) is amended by deleting the sentence, "Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section." and replacing it with the following: "Unsafe structures shall be taken down, removed or made safe as provided for in Section 1 (C), Chapter 3, Code of Ordinances."
12. **Section 202** (Definitions) is amended by adding "Porte-Cocheres"
 1. A passageway through a building or screen wall designed to let vehicles pass from street to an interior courtyard.
 2. A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.
13. **Section 202** (Definitions) is amended by deleting the Townhouse definition and replacing it with the following:

"Townhouse. A single-family dwelling unit constructed in a group of attached units separated by property lines in which each unit extend from foundation to roof and with open space on at least two sides."
14. **Section 303.4** (Assembly Group A-3) is amended by adding "tutorial services".
15. **Section 502.1** (Address identification) is amended by deleting the existing text in its entirety and replacing it with the following:

“502.1 Address identification. An official address, assigned by the Building Official or his designee, shall be provided and placed pursuant to this section in such a position as to be clearly visible from the public street or roadway fronting the property. Addresses placed pursuant to this section shall be a minimum four (4) inches in height and stroke of minimum one-half (1/2) inch, composed of a durable material and of a color that provides a contrast to the background itself. The official address shall be placed a minimum of thirty-six (36) inches and a maximum of thirty (30) feet in height measured from the ground level. Buildings or structures located more than fifty (50) feet from the street curb shall have an official address at least five (5) inches in height. Durable materials used for the official address shall include, but not be limited to, wood, plastic, metal, weather resistant paint, weather resistant vinyl, or weather resistant material designed for outside use on a glass surface. For single family residences, the requirement of this section may be met by providing a minimum of two (2) inch high numbers on both sides of a U. S. mailbox located near the curb in front of the house, or a freestanding structure with numbers at least four (4) inches in height.

A building complex composed of multiple structures or dwellings shall have an official suite or unit number assigned to each building, suite or tenant as well as a street address number. If there is sufficient street frontage, each building, suite or tenant may also be assigned an official street address number. The official street address number of each structure must be prominently posted on the building so that it is visible from the nearest public street or designated fire lane. Each number designated by the Building Official, or his designee, for each individual suite or unit must be conspicuously posted on each suite or unit.

Commercial buildings with side or rear access in addition to the main entrance, shall also display the business name and official address on each side or rear door with characters at least two (2) inches in height. Residential structures which provide for rear vehicular access from a dedicated public alley, street or designated fire lane shall conspicuously post an official address at least two (2) inches in height so that it is visible from the public alley, street or designated fire lane.

The owner or manager of a building complex, which contains an enclosed shopping mall, shall submit to the Fire Official four (4) copies of diagrams acceptable to the Fire Marshal of the entire complex, indicating the location and number of each business. When a change in a business name or location is made, the owner or manager shall so advise the Fire Marshal in writing of the change.

When required by the Fire Code Official, address numbers shall be provided in additional approved locations to facilitate emergency response.”

16. **Table 803.13** (Interior Wall And Ceiling Finish Requirements by Occupancy) is amended by deleting the existing text in footnote “d” and replacing it with the following:

“Class A interior finish material shall be required in all areas of all assembly occupancies, whether sprinklered or not, except as provided for in notes e and f below.”

17. **Section 902.1.2** (Marking on access doors). Is amended by replacing 2 inches with 4 inches.

18. **Section 903.1** (General) is amended by adding the following text at the end of said section: "For the purpose of this section, the term "fire area" shall be replaced with "building area."
19. **Section 903.2** (Where Required) is amended by adding the following text at the end of the section:

In addition to the requirements of this section, an automatic sprinkler system shall be provided throughout all new buildings and structures as follows:

 1. Where the total building area exceeds 12,000 square feet in area.
 2. Where the height exceeds two stories, regardless of area.
20. **Section 903.2.1.6** (Assembly Occupancies on Roofs) is amended by deleting the exception in its entirety.
21. **Section 903.2.3** (Group E) is amended by deleting the exception in its entirety. And adding item "4" to read as follows: Group E, day care facilities, as defined in Section 203.4.2 of the International Fire Code
22. **Section 903.2.4** (Group F-1) is amended by deleting items "2" and "3."
23. **Section 903.2.4.2** (Group F-1 distilled spirits) is amended to add: An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits **involving more than 120 gallons of distilled spirits (>16% alcohol) in the fire area at any one time**
24. **Section 903.2.7** (Group M) No. 2 is amended by replacing "three stories above grade" with "two stories in height" and by deleting No. 3 in its entirety.
25. **Section 903.2.9** (Group S-1) is amended by replacing "three stories above grade" with "two stories above grade" in item "2" and by replacing "24,000 square feet" with "12,000 square feet" in item "3."
26. **Section 903.2.9.3** (Group S-1 Distilled spirits or wine) is amended to add: An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits **involving more than 120 gallons of distilled spirits (>16% alcohol) in the fire area at any one time.**
27. **Section 903.2.10** (Group S-2 Parking Garages) is amended by deleting the exception in its entirety.
28. **Section 903.2.11.7** is added:

Section 903.2.11.7 Buildings over 12,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings over 12,000 sq. ft. and greater, and in all existing buildings that are enlarged to be 12,000 sq. ft. or greater, and in buildings greater than 12,000 sq. ft. which are enlarged. For the purpose of this provision, fire walls, fire barriers, or horizontal assemblies shall not define separate buildings.

29. **Section 903.2.13** (Porte-cocheres). All porte-cocheres shall be protected with fire sprinklers.

Exception: Porte-cocheres of non-combustible construction or a distance of 10 foot or greater.

30. **Section 903.3.1.1.1** (Exempt locations) is amended by deleting item number 4.

31. **Section 903.3.1.2.2** (Corridors and balconies in the means of egress) is amended as follows:

903.3.1.2.2 (Corridors and balconies in the means of egress). Sprinkler protection shall be provided in all corridors and for all balconies in the means of egress.

32. **Section 903.3.1.2.3** (Attics). is amended by deleting items 3.4 and 4.5

33. **Section 904.3.5**, (Monitoring). is amended by deleting the section and replacing it with:

904.3.5 (Monitoring). All automatic fire extinguishing system shall be monitored with a system in accordance with NFPA 72.

34. **Section 905.1**, (General). is amended by adding Section 905.1.1, Safety factor, as follows:

905.1.1 (Safety factor). All standpipe systems with the exception of manual standpipes shall be designed with a minimum safety factor of 5 PSI or 10% of required pressure (whichever is greater) taken at the source for the hydraulically most demanding system and/or outlet.

35. **Section 905.4**, (Location of Class I standpipe hose connections), is amended as follows with all other code text to remain as written:

905.4 (Location of Class I standpipe hose connections). Class I standpipe hose connections shall be provided in all of the following locations:

1. In every required interior exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at [the main] an intermediate [floor] landing between stories unless otherwise approved by the fire code official.

36. **Section 906.1** (Where required) is amended by deleting exception 1 and 2 all others remain the same.

37. **Section 907.2.1** (Group A) is amended by adding the following section:

907.2.1.3 Group A-2. An automatic alarm system shall be provided for fire areas containing Group A-2 occupancies that have an occupant load of 100 or more.

38. **Section 907.2.7.1.1**, (Occupant notification), is repealed in its entirety.
39. **Section 907.2.8.2**, (Automatic smoke detection system), is hereby amended to read as follows:

907.2.8.2 (Automatic smoke detection system). An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed throughout all interior corridors serving sleeping units. The automatic smoke detection system requirement is met only by the installation of smoke or beam detectors whenever possible. If environmental conditions do not allow the installation of smoke detectors, fire alarm heat detectors may be used on a limited basis when approved by the fire code official.

Exception: An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress door opening directly to an exit or to an exterior exit access that leads directly to an exit.

Exception: An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress door opening directly to an exit or to an exterior exit access that leads directly to an exit.

40. **Section 907.2.13.2 (Fire department communication system)** is deleted in its entirety

41. **Section 907.2.13.1.2**, (Duct smoke detection), is amended to read as follows:

907.2.13.1.2 (Duct smoke detection). Duct smoke detectors complying with Section 907.3.1 shall be located in accordance with the NFPA 90A: Standard for the Installation of Air-Conditioning and Ventilating Systems or as follows:

1. In the main return air and exhaust air plenum of each air-conditioning system having a capacity greater than 2,000 cubic feet per minute (cfm) (0.94 m³/s). Such detectors shall be located in a serviceable area downstream of the last duct inlet.

2. At each connection to a vertical duct or riser serving two or more stories from a return air duct or plenum of an air-conditioning system. In Group R-1 and R-2 occupancies, a smoke detector is allowed to be used in each return air riser carrying not more than 5,000 cfm (2.4 m³/s) and serving not more than 10 air-inlet openings.

42. **Section 907.2**, (Where required - new buildings and structures), is amended by

adding Section 907.2.24, Fire alarm systems for property protection, to read as follows:

907.2.24 (Fire alarm systems for property protection). Fire alarm systems dedicated solely to the protection of property are permitted to be installed in facilities where a fire alarm system is not required by other sections of this code or the International Building Code provided the following conditions are met:

1. Any and all automatic detection is installed, located and maintained in accordance with the requirements of NFPA 72 and a documentation cabinet as required by NFPA 72 is provided and installed.
2. The installed system is monitored by a supervising station which provides remote and central station service.
3. One manual means of activation is installed in an approved location
4. Where the fire alarm system control unit is located in an area that is not readily accessible to response personnel, a remote fire alarm system annunciator panel is installed.

43. **Section 907.2**, (Where Required) – is amended by adding Section 907.2.25, Fire alarm systems for property protection, to read as follows:

907.2.25.1 (Group R-4) Fire alarm systems and smoke alarms shall be installed in Group R-4 occupancies as required in Sections 907.2.10.1 through 907.2.10.3. Section 907.2.10.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-4 occupancies.

Exceptions:

1. A manual fire alarm system is not required in buildings not more than two stories in height where all individual sleeping units and contiguous attic and crawl spaces to those units are separated from each other and public or common areas by not less than 1-hour fire partitions and each individual sleeping unit has an exit directly to a public way, egress court or yard.
2. Manual fire alarm boxes are not required throughout the building where all of the following conditions are met:
 - 2.1. The building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2.
 - 2.2. The notification appliances will activate upon sprinkler water flow.
 - 2.3. Not fewer than one manual fire alarm box is installed at an approved location.
3. Manual fire alarm boxes in resident or patient sleeping areas shall not be required

at exits where located at all nurses' control stations or other constantly attended staff locations, provided such stations are visible and continuously accessible and that the distances of travel required in Section 907.4.2.1 are not exceeded.

907.2.25.2 (Automatic smoke detection system). An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in corridors, waiting areas open to corridors and habitable spaces other than sleeping units and kitchens.

Exceptions:

1. Smoke detection in habitable spaces is not required where the facility is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1.

2. An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress door opening directly to an exit or to an exterior exit access that leads directly to an exit.

907.2.25.3 (Smoke alarms). Single- and multiple-station smoke alarms shall be installed in accordance with Section 907.2.11.

44. **Section 907.3.1**, (Duct smoke detectors), is amended to read as follows:

907.3.1 (Duct smoke detectors). Smoke detectors installed in ducts shall be listed for the air velocity, temperature and humidity present in the duct. Duct smoke detectors shall be connected to the building's fire alarm control unit where a fire alarm system is required by Section 907.2. Activation of a duct smoke detector shall initiate a visible and audible supervisory signal at a Central monitoring station and shall perform the intended fire safety function in accordance with this code, NFPA 90A: Standard for the Installation of Air-Conditioning and Ventilating Systems and the International Mechanical Code. In facilities that are required to be monitored by a supervising station, duct smoke detectors shall report only as a supervisory signal and not as a fire alarm. They shall not be used as a substitute for required open area detection. 2021 International Building- Related Code.

Exceptions:

1. In occupancies not required to be equipped with a fire alarm system, actuation of a smoke detector shall activate a visible and an audible signal in an approved location. Smoke detector trouble conditions shall activate a visible or audible signal in an approved location and shall be identified as air duct detector trouble.

2. For fire alarm systems which cannot be programmed for supervisory signals, duct detectors shall be allowed to activate the alarm signal.

45. **Section 907.3.**, (Fire safety functions), is amended by adding 907.3.5, Fire alarm systems - emergency control, as follows:

907.3.5 (Fire alarm systems - emergency control). At a minimum, the following

functions, where provided, shall be activated by the fire alarm system:

1. Elevator capture and control in accordance with ASME/ANSI A17.1b, Safety Code for Elevators and Escalators.
2. Release of automatic door closures and hold open devices
3. Stairwell and/or elevator shaft pressurization.
4. Smoke management and/or smoke control systems.
5. Initiation of automatic fire extinguishing equipment.
6. Emergency lighting control.
7. Unlocking of doors.
8. Emergency shutoff of gas and fuel supplies that may be hazardous provided the continuation of service is not essential to the preservation of life.
9. Emergency shutoff of audio systems for sound reinforcement or entertainment (i.e. music systems, systems for announcement and broadcast which are separate from public address systems) provided that such systems are not used to issue emergency instructions.
10. Emergency shutoff of systems used for the creation of displays or special effects (i.e. lighting effects, laser light shows, projection equipment).

46. **Section 907.4.2.1**, (Location), is amended to add the Exception to read as follows:

907.4.2.1 (Location). Manual fire alarm boxes shall be located not more than 5 feet (1524 mm) from the entrance to each exit. In buildings not protected by an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2, additional manual fire alarm boxes shall be located so that the distance of travel to the nearest box does not exceed 200 feet (60 960 mm).

Exception: Where construction of the building prohibits the proper installation of a pull station (e.g. glass walls, interior brick or rock walls), a pull station shall be allowed to be located in the normal path of egress, where approved by the Fire Marshal or designee.

47. **Section 907.5.1.1**, (Presignal feature), is amended to read as follows:

907.5.1.1 (Presignal feature and positive alarm sequences). A presignal feature or Positive Alarm Sequence as defined in NFPA 72 shall not be installed unless approved by the fire code official. Request to use a presignal feature or a Positive Alarm Sequence must be submitted in writing to the Fire Marshal and approval granted before installation. Where a presignal feature or Positive Alarm Sequence is provided, a signal shall be annunciated at a constantly attended location approved

by the fire code official, so that occupant notification can be activated in 2021 International Building- Related Codes the event of fire or other emergency. When approved by the fire code official, the presignal feature or Positive Alarm Sequence shall be implemented in accordance with the requirements of NFPA 72.

48. **Section 907.5.2.3**, (Visible alarms), is amended by adding a subsection 907.5.2.3.4, Group R-2 sleeping areas, and Section 907.5.2.3.5, Combination devices, to read as follows:

907.5.2.3.4 (Group R-2 sleeping areas). Living rooms in Group R-2 occupancies shall have audible notification appliances that meet the sleeping area audible requirements of NFPA 72, Chapter 18, Section 18.4.5, and Subsection 18.4.5.1. When such units are required to be equipped with visible notification for the hearing impaired or when such units are designated as accessible in accordance with ICC/ANSI A117.1, combination audible and visible notification appliances that meet both the sleeping area audible requirements of NFPA 72, Chapter 18, Section 18.4.5, Subsection 18.4.5.1 and the effective intensity settings of NFPA 72, Chapter 18.5.5.7.2 shall be installed.

907.5.2.3.5 (Combination devices). Combination 120 VAC single or multiple-station smoke detectors with an onboard visible notification appliance if utilized to meet the requirements of Section 907.2.11, will not be given credit for meeting the visible alarm notification requirements of Section 907.5.2.3.3 if these devices do not have the capability of supplying backup power for the visible notification appliance portion of the device. Should such devices be utilized to comply with Section 907.2.11, the visible appliance side of the device shall flash in synchronization with the notification appliances required in the unit.

49. **Section 907.6.3**, (Initiating device identification), is amended to read as follows with exceptions to remain as written:

907.6.3 (Initiating device identification). The fire alarm system shall identify the specific initiating device address, location, device type, and floor level where applicable and status including indication of normal, alarm, trouble and supervisory status, to the fire alarm panel, annunciator panel and to the supervising station as appropriate.

50. **Section 907.5.2.3.1** (Public Use Areas and Common Use Areas) is amended by deleting the exception and adding Section 907.5.2.3.1.1 to read as follows:

Section 907.5.2.3.1.1 (Employee Work Areas). Where a fire alarm and detection system is required, employee work areas shall be provided with devices that provide audible and visible alarm notification.

51. **Section 912.2.1**, (Visible location), is amended by adding the following sentence to the end of that section to read as follows:

912.2.1 (Visible location). Fire department connections shall be located on the

street side of buildings or facing approved fire apparatus access roads, fully visible and recognizable from the street, fire apparatus access road or nearest point of fire department vehicle access or as otherwise approved by the fire code official. The fire department connection shall be identified by a sign installed above the connection with the letters "FDC" not less than 6 inches high and mounted at least 3 feet above the FDC to the bottom edge of the sign unless approved by the fire code official and if multiple FDC's a sign identifying the corresponding riser.

52. **Section 912.2.2**, (Existing buildings), is amended to read as follows:

912.2.2 (Existing buildings). On existing buildings, wherever the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Signs shall be mounted no lower than 7 feet from grade to the bottom edge of the sign and are subject to the approval of the fire code official.

53. **Section 912.2** (Location), is amended to add the following:

Section 912.2.3 (Distance). Fire department connection shall not be located further than 100 feet from the fire hydrant measured by lay of hose from the engine.

54. **Section 912.4.1**, (Locking fire department connection caps), is amended to read as follows:

912.4.1 (Locking fire department connection caps). Locking caps are required on all fire department connections for water-based fire protection systems including but not limited to FDC's and standpipes.

55. **Section 912**, (Fire Department Connections), is amended by adding Section 912.7, Location and type, as follows:

912.7 (Location and type). Sprinkler system and standpipe fire department hose connections shall be as follows:

1. Within 40 feet of a public street, approved fire lane, or access roadway
2. Within 100 feet of an approved fire hydrant measured per hose lay.
3. All structures are required to have a five inch "Storz" connection.
 - a. Where provided, the five inch "Storz" inlet shall be installed at a 30-degree angle pointing down.
 - i. Exception: NFPA 13R system requiring less than 250 gpm.
4. Minimum of two feet above finished grade and a maximum of four feet above finished grade for standard inlets and minimum of 30 inches at lowest point above finished grade and maximum of four feet above

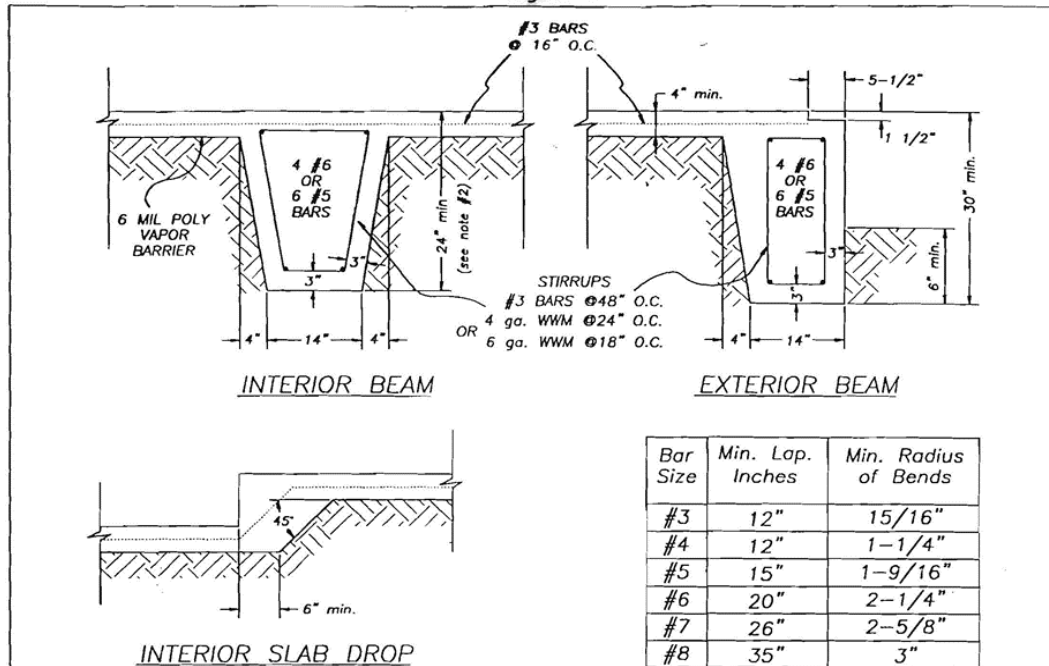
finished grade for the five inch "Storz" inlet.

5. Freestanding FDCs shall be installed a minimum of one foot and a maximum of seven feet from the gutter face of the curb.
 6. The Fire Code Official shall approve the location of freestanding fire department connections. Freestanding FDCs must be physically protected against impact per the requirements of Section 312 or other approved means.
 7. Fire department connections for H occupancies shall be freestanding, remote and located as determined by the fire code official.
 8. Fire department connections for systems protecting fuel storage tanks shall be freestanding, remote and located as determined by the fire code official.
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56. **Section 1004.5.1** (Increased occupant load) is amended by deleting the section in its entirety.
 57. **Section 1004.9** (Posting of occupant load) is amended by adding the following text to the end of said section:

“For the purposes of this section, the occupant load shall be the number of occupants computed at the rate of one occupant per unit of area as prescribed in Table 1004.5.”
 58. **Section 1612.3** (Establishment of flood hazard areas) is amended by inserting “Brazos County” for name of jurisdiction and “July 2, 1992 or February 9, 2000” for the date of issuance.
 59. **Section 1907** (Slab-on-ground) is amended by adding Section 1907.1.1 to read as follows:

“**Section 1907.1.1** Minimum foundation standard. All slabs-on-grade with turned-down footings shall comply with the Minimum Foundation Standard as shown in figure 1.”

Figure 1

**GENERAL NOTES:**

- Exterior beam shall extend a minimum of 6 inches into undisturbed soil or fill which is compacted to 95% Standard Proctor (ASTM D 698) within ($\pm$) 2% of optimum moisture content. All fill material shall have a Plasticity Index (P.I.) between 5 and 18.
- Interior beams that exceed 60 ft. in length must be a min. of 30" deep.
- Maximum beam spacing shall be 15 feet and shall be continuous over the length or width of the foundation.
- Steel to be set to clear bare earth minimum 3", wood or steel forms by 1-1/2".
- Minimum concrete specified compression strength shall be 3000 psi @ 28 days.
- Masonry fireplace footings shall be a minimum of 30" deep with 2 mats of #5's @ 12" O.C. both ways.
- These minimum standards shall apply to all foundations.
Exceptions:
A. Foundations for temporary buildings and permanent buildings not exceeding one story in height and 400 square feet in area.
B. Foundations designed by an Architect registered in the State of Texas or a civil/structural Engineer registered in the State of Texas and approved for use by the Building Official.
- All foundations designed by an Architect or Engineer shall be installed as designed. Revisions and exceptions must be submitted in writing by the Architect or Engineer and approved by the Building Official.
- Reinforcing steel shall be grade 60 (grade 40 allowed for stirrups only). All deformations shall meet ASTM A615.

REV.	DESCRIPTION	DATE	CITY OF COLLEGE STATION BUILDING DIVISION		
			MINIMUM FOUNDATION STANDARDS		
			SIZE A	PREPARED 9/98	SHEET 1 OF 1

Rev. 06/06

3-48

1. APPENDIX D (FIRE DISTRICTS) is hereby adopted.

Sec. 103-133. - Fire limits.

The fire district referenced in any code or ordinance adopted by the City shall be construed to be the following described area.

1. Beginning at the south corner of Farm Highway No. 60 and Old Highway No. 6, Block 8 Boyett Addition;

Thence northeast along center of Farm Highway No. 60 through Blocks 8,1, and 2 to east corner of Tauber Street and Farm Highway No. 60;

Thence northwest approximately 189 feet;

Thence southwest to east corner of Block 1, Lot 21, to corner of Main and Patricia Streets;

Thence northwest approximately 50 feet;

Thence southwest approximately 190 feet which includes Lots 21 to 26 inclusive, also Block 1, Boyett Addition;

Thence northwest approximately 150 feet to the Church Avenue;

Thence southwest approximately 52 feet to Patricia Street which includes Lots 18 to 27 and 28, Block 1, Boyett Addition;

Thence southwest on Patricia Street to Old Highway No. 6;

Thence southeast approximately 200 feet along center of Old Highway No. 6 to the place of beginning.

2. Save and except the area described as follows:

Beginning at the intersection of the northwest right-of-way line of the University Drive and the northeast right-of-way line of Boyett Street;

Thence northwest along the northeast right-of-way line of Boyett Street to the southeast right-of-way line of Patricia Street;

Thence northeast along the southeast right-of-way line of Patricia Street approximately 235 feet;

Thence southeast through Lot. No. 11, Block No. 1, Boyett addition, 25 feet from and parallel to the line between Lot No. 11 and Lot No. 12 to the northwest right-of-way line of University Drive;

Thence southwest along the northwest right-of-way line of University Drive to the place of beginning and being all of Lot No. 13, all of Lot No. 12, and the southwest 25 feet of Lot No. 11, Block No. 1, Boyett Addition.

3. Beginning at the corner of George Bush Drive and Montclair Street, Block 8, West Park Addition;

Thence southwest along centerline to Highlands Street, which includes Lots 1 to 13 inclusive;

Thence southeast along centerline of Highlands Street, 100 feet to alley;

Thence northeast to east corner of Lot No. 1, Block No. 8, Montclair Avenue;

Thence northwest 100 feet to place of beginning.

Sec. 103-134. – Amendments to the International Residential Code.

The International Residential Code adopted by reference in Section 101.4, 2024 International Building Code, is hereby amended as follows:

1. Section R102.4 (Referenced codes and standards) is amended by adding the following to said section:

“Any reference to the *ICC Electrical Code* shall mean the *National Electrical Code*, as adopted and amended by the City of College Station.”

(Reason: The City of College Station has adopted the *National Electrical Code* to regulate electrical installations.)

2. Section R105.2 (Work exempt from permit) is amended by deleting number one under “Building” and replacing it with the following:

“1. One detached accessory structure per residential lot, provided the floor area does not exceed 120 square feet and the structure complies with all of the following:

- a. The accessory structure is not located in a surface drainage easement.
- b. The accessory structure is not permanently affixed to the ground.
- c. The accessory structure is located in the rear yard.
- d. The accessory structure is not provided with utilities (sewer, water, gas or electricity).”

(Reason: this amendment allows a small accessory structure without utilities in the rear yard. Area restriction is consistent with language in the IBC.)

3. Section R105.2 (Work exempt from permit) is amended by deleting number ten under “Building” and replacing with the following:

“10. Uncovered decks, patios or other raised floor surfaces located not more than 30 inches above adjacent grade and are not attached to a dwelling.”

(Reason: Guardrail provisions become effective on decks, porches or other raised surfaces that are located more than 30 inches from adjacent grade.)

4. Section R105.2.4 is added to read as follows:

“R105.2.4 Homeowner permit. A property owner may obtain a building permit to perform work on a building owned and occupied by him as his homestead without registering with the City as a contractor. However, work involving the electrical, plumbing and mechanical systems must be permitted and installed by licensed contractors.”

(Reason: Allows a homeowner to obtain a building permit for work on his homestead.)

5. Section R106.3.1 (Approval of construction documents) is amended by deleting the last sentence in said section.

(Reason: The last sentence requires one set of construction documents be returned to the applicant and kept at the site during construction. It is not consistent with local practice to require two sets of construction documents, returning one set to the applicant, for 1 & 2 family dwellings.)

6. Section R108.5 (Refunds) is amended by deleting the text in said section and replacing it with the following:

“The City Manager or his designee is authorized to establish a refund policy.”

(Reason: A refund policy for permit fees already exists. This amendment also makes the fee refund requirement consistent with the other I-Codes)

7. Section R109.1.1 (Foundation Inspection) is amended by adding the following to the end of said section:

“The Building Official shall have the authority to require a form survey to verify building setbacks. Such survey shall be provided to the Building Official prior to placement of concrete and prepared by a surveyor licensed to perform work in the State of Texas.”

(Reason: Gives the building official the authority to require a form survey when building placement is critical. A survey would likely be required for zero lot line construction and instances where the building is located on or near the building setback line on one or more sides.)

8. Section R112 (Means of Appeals) is amended by deleting the section in its entirety.

(Reason: The City has already provided for the establishment of the Construction Board of Adjustments and Appeals in Section 1(A), Chapter 3, College Station Code of Ordinances.)

9. Section R202 (Definitions) is also amended by adding the following definitions:

Air Gap, Irrigation System. A complete physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel.

Atmospheric Vacuum Breaker. An assembly containing an air inlet valve, a check seat, and an air inlet port. The flow of water into the body causes the air inlet valve to close the air inlet port. When the flow of water stops the air inlet valve falls and forms a check against back-siphonage. At the same time it opens the air inlet port allowing air to enter and satisfy the vacuum. Also known as an Atmospheric Vacuum Breaker Back-Siphonage Prevention Assembly.

Backflow Prevention, Irrigation System. The mechanical prevention of reverse flow, or back siphonage, of nonpotable water from an irrigation system into the potable water source.

Backflow Prevention Assembly. Any assembly used to prevent backflow into a potable water system. The type of assembly used is based on the existing or potential degree of health hazard and backflow condition.

Completion of Irrigation System Installation. When the landscape irrigation system has been installed, all minimum standards met, all tests performed, and the irrigator is satisfied that the system is operating correctly.

Consulting, Irrigation System. The act of providing advice, guidance, review or recommendations related to landscape irrigation systems.

Cross-Connection. An actual or potential connection between a potable water source and an irrigation system that may contain contaminants or pollutants or any source of water that has been treated to a lesser degree in the treatment process.

Design, Irrigation System. The act of determining the various elements of a landscape irrigation system that will include, but not be limited to, elements such as collecting site specific information, defining the scope of the project, defining plant watering needs, selecting and laying out emission devices, locating system components, conducting hydraulics calculations, identifying any local regulatory requirements, or scheduling irrigation work at a site. Completion of the various components will result in an irrigation plan.

Design Pressure, Irrigation System. The pressure that is required for an emission device to operate properly. Design pressure is calculated by adding the operating pressure necessary at an emission device to the total of all pressure losses accumulated from an emission device to the water source.

Double Check Valve. An assembly that is composed of two independently acting, approved check valves, including tightly closed resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. Also

known as a Double Check Valve Backflow Prevention Assembly.

Emission Device. Any device that is contained within an irrigation system and that is used to apply water. Common emission devices in an irrigation system include, but are not limited to, spray and rotary sprinkler heads, and drip irrigation emitters.

Employed, Irrigation Systems. Engaged or hired to provide consulting services or perform any activity relating to the sale, design, installation, maintenance, alteration, repair, or service to irrigation systems. A person is employed if that person is in an employer-employee relationship as defined by Internal Revenue Code, 26 United States Code Service, §3212(d) based on the behavioral control, financial control, and the type of relationship involved in performing employment related tasks.

Head-to-Head Spacing, Irrigation System. The spacing of spray or rotary heads equal to the manufacturer's published radius of the head.

Health Hazard, Irrigation System. A cross-connection or potential cross-connection with an irrigation system that involves any substance that may, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.

Hydraulics. The science of dynamic and static water; the mathematical computation of determining pressure losses and pressure requirements of an irrigation system.

Installer, Irrigation System. A person who actually connects an irrigation system to a private or public raw or potable water supply system or any water supply, who is licensed according to Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).

Irrigation Inspector. A person who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor and is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).

Irrigation Plan. A scaled drawing of a landscape irrigation system which lists required information, the scope of the project, and represents the changes made in the installation of the irrigation system.

Irrigation Services. Selling, designing, installing, maintaining, altering, repairing, servicing, permitting, providing consulting services regarding, or connecting an irrigation system to a water supply.

Irrigation System. An assembly of component parts, including the backflow device and all equipment downstream, that is permanently installed for the controlled distribution and conservation of water to irrigate any type of landscape vegetation in any location, and/or to reduce dust or control erosion. This term does not include a system that is used on or by an agricultural operation as defined by Texas Agricultural Code, §251.002.

Irrigation Technician. A person who works under the supervision of a licensed irrigator to install, maintain, alter, repair, service or supervise installation of an irrigation system, including the connection of such system in or to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).

Irrigation Zone. A subdivision of an irrigation system with a matched precipitation rate based on plant material type (such as turf, shrubs, or trees), microclimate factors (such as sun/shade ratio), topographic features (such as slope) and soil conditions (such as sand, loam, clay, or combination) or for hydrological control.

Irrigator. A person who sells, designs, offers consultations regarding, installs, maintains, alters, repairs, services or supervises the installation of an irrigation system, including the connection of such system to a private or public, raw or potable water supply system or

any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30.

Irrigator-in-Charge. The irrigator responsible for all irrigation work performed by an exempt business owner, including, but not limited to obtaining permits, developing design plans, supervising the work of other irrigators or irrigation technicians, and installing, selling, maintaining, altering, repairing, or servicing a landscape irrigation system.

Landscape Irrigation. The science of applying the necessary amount of water to promote or sustain healthy growth of plant material or turf.

Irrigation License. An occupational license that is issued by the Texas Commission on Environmental Quality under Title 30, Texas Administrative Code, Chapter 30 to an individual that authorizes the individual to engage in an activity that is covered by Title 30, Texas Administrative Code, Chapter 30.

Mainline, Irrigation System. A pipe within an irrigation system that delivers water from the water source to the individual zone valves.

Maintenance Checklist, Irrigation System. A document made available to the irrigation system's owner or owner's representative that contains information regarding the operation and maintenance of the irrigation system, including, but not limited to: checking and repairing the irrigation system, setting the automatic controller, checking the rain or moisture sensor, cleaning filters, pruning grass and plants away from irrigation emitters, using and operating the irrigation system, the precipitation rates of each irrigation zone within the system, any water conservation measures currently in effect from the water purveyor, the name of the water purveyor, a suggested seasonal or monthly watering schedule based on current evapotranspiration data for the geographic region, and the minimum water requirements for the plant material in each zone based on the soil type and plant material where the system is installed.

Major Maintenance, Alteration, Repair, or Service (Irrigation System). Any activity that involves opening to the atmosphere the irrigation main line at any point prior to the discharge side of any irrigation zone control valve. This includes, but is not limited to, repairing or connecting into a main supply pipe, replacing a zone control valve, or repairing a zone control valve in a manner that opens the system to the atmosphere.

Master Valve, Irrigation System. A remote control valve located after the backflow prevention device that controls the flow of water to the irrigation system mainline.

Matched Precipitation Rate. The condition in which all sprinkler heads within an irrigation zone apply water at the same rate.

New Installation, Irrigation System. An irrigation system installed at a location where one did not previously exist .

Pass-through Contract. A written contract between a contractor or builder and a licensed irrigator or exempt business owner to perform part or all of the irrigation services relating to an irrigation system.

Pressure Vacuum Breaker. An assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. Also known as a Pressure Vacuum Breaker Back-siphonage Prevention Assembly.

Reclaimed Water. Domestic or municipal wastewater which has been treated to a quality suitable for beneficial use, such as landscape irrigation.

Records of Landscape Irrigation Activities. The irrigation plans, contracts, warranty information, invoices, copies of permits, and other documents that relate to the installation, maintenance, alteration, repair, or service of a landscape irrigation system.

Reduced Pressure Principle Backflow Prevention Assembly. An assembly containing two independently acting approved check valves together with a hydraulically operating

mechanically independent pressure differential relief valve located between the two check valves and below the first check valve.

Static Water Pressure. The pressure of water when it is not moving.

Supervision, Landscape Irrigation. The on-the-job oversight and direction by a licensed irrigator who is fulfilling his or her professional responsibility to the client and/or employer in compliance with local or state requirements. Also a licensed installer working under the direction of a licensed irrigator or an irrigation technician who is working under the direction of a licensed irrigator to install, maintain, alter, repair or service an irrigation system.

Water Conservation, Irrigation System. The design, installation, service, and operation of an irrigation system in a manner that prevents the waste of water, promotes the most efficient use of water, and applies the least amount of water that is required to maintain healthy individual plant material or turf, reduce dust, and control erosion.

Zone Flow. A measurement, in gallons per minute or gallons per hour, of the actual flow of water through a zone valve, calculated by individually opening each zone valve and obtaining a valid reading after the pressure has stabilized. For design purposes, the zone flow is the total flow of all nozzles in the zone at a specific pressure.

Zone Valve, Irrigation System. An automatic valve that controls a single zone of a landscape irrigation system.

10. Section R302.1 (Exterior walls) is amended by deleting the existing text and replacing it with the following:

R302.1 Exterior walls. Exterior walls with a fire separation distance less than 3 feet shall have not less than a one hour fire-resistive rating with exposure from both sides. The above provisions shall not apply to walls which are perpendicular to the line used to determine the fire separation distance.

Exception: Tool and storage sheds, playhouses and similar structures exempted from permits by Section R105.2 are not required to provide wall protection based on location on the lot.

Projections. Projections may extend beyond the exterior wall on zero lot line construction. Projections shall be constructed from non-combustible material on the underside and may allow manufactured perforated soffit material installed for attic ventilation. The soffit may project a maximum of 18 inches, excluding non-combustible gutters, over the adjacent property line.

Exception: Tool and storage sheds, playhouses and similar structures exempted from permits by Section R 105.2 shall not extend over the lot line in zero lot line construction.

Combustibles in maintenance easement. The construction of any structure utilizing combustible material or the storage of combustible material is prohibited within the maintenance easement. The term “maintenance easement” is defined in Article 11 of the UDO.

Exception: A wood fence may be installed in the maintenance easement.

(Reason: Provides for protected overhangs on “zero lot line” construction.)

11. Section R302.5.1 Opening protection; change to read as follows:

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and dwelling unit shall be equipped with solid wood doors not less than 1-3/8 inches (35 mm)

in thickness, solid or honeycomb-core steel doors not less than 1-3/8 inches (35 mm) thick, or 20-minute fire-rated doors.

(Reason: Absence of data linking self-closing devices to increased safety. Self-closing devices often fail to close the door entirely.)

12. Section R302.6 (Dwelling-unit garage fire separation) is amended by adding the following exception:

“Exception: One unprotected attic access opening, not exceeding 30 inches by 54 inches in size, is allowed per garage.”

13. Section R320.5 (Continuity) is amended by deleting the following text in said section:

“Handrail ends shall be returned or shall terminate in newel posts or safety terminals.”

(Reason: It is not consistent with local practice to require handrails to be returned in residential construction.)

14. Section R309 (Automatic Fire Sprinkler Systems) is amended by deleting the section in its entirety.

(Reason: State Law passed stating that municipalities could not require an automatic fire sprinkler system to be installed in one-and-two family dwellings.)

15. Section R305.2 (Chemical termiticide treatment) is amended by adding the following to the end of said section:

“The method of application and contractor hired to apply the chemicals shall submit to the Building Department when applying for the Building Permit, and verification of the application turned in prior to issuance of the Certificate of Occupancy.”

(Reason: This will allow the Building Department to verify that the structure has been treated for termites.)

16. Section R308.1 (Address Identification) is amended by deleting the existing text in its entirety and replacing it with the following:

“Premises identification shall comply with Section 502.1, International Building Code, as amended.”

(Reason: The IBC, as amended, provides a detailed standard for premises identification)

17. Section R306.2.1 (Elevation requirements) is amended by deleting the existing text, save the exception, and replacing it with the following:

1. Buildings and structures shall have the lowest floors elevated in accordance with the City of College Station Code of Ordinances, Chapter 13 (Flood Hazard Protection) and the City of College Station Drainage Policy and Design Standards (refer to Section II.D).

2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated above the highest adjacent grade as the depth number specified in feet on the Flood Insurance Rate Maps, or at least 2 feet if a depth number is not specified, plus the additional footage requirements in the City of College Station Code of Ordinances, Chapter 13 (Flood Hazard Protection) and the City of College Station Drainage Policy and Design Standards (refer to Section II.D).
3. Basement floors that are below grade on all sides shall be elevated in accordance with the City of College Station Code of Ordinances, Chapter 13 (Flood Hazard Protection) and the City of College Station Drainage Policy and Design Standards (refer to Section II.D).

(Reason: The revised language eliminates potential conflicts between the IRC and the City's Floodplain Ordinance.)

18. Section 328.1.1; add to read as follows:

Section 328.1.1 Adjacency to Structural Foundation. Depth of the swimming pool and spa shall maintain a ratio of 1:1 from the nearest building foundation or footing of a retaining wall.

Exception: A sealed engineered design drawing of the proposed new structure shall be submitted for approval.

(Reason: To clarify specific distances for pools and spas.)

19. Section R403.1.3.3 (Slabs-on-ground with turned-down footings) is amended by deleting the existing text and replacing it with the following to read as follows:

“All slabs-on-ground with turned-down footings shall comply with the minimum foundation standard in Section 1907.2, International Building Code.”

(Reason: Section 1907.2, IBC, references the minimum foundation standard specifically developed for use in this area.)

20. Chapter 11 (Energy Efficiency) is amended by deleting this chapter in its entirety and replacing it with the following.

“One-and-two family dwellings shall comply with the 2024 International Energy Conservation Code as amended.”

(Reason: The International Energy Conservation Code and Chapter 11 read the same, and the State Energy Lab recommended amendments to the International Energy Conservation Code. So to keep from amending both parts we deleted Chapter 11.)

21. Section M1305.1.2; change to read as follows:

M1305.1.2 Appliances in attics. Attics containing appliances shall be provided . . . {bulk

of paragraph unchanged} . . . side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), and large enough to allow removal of the largest appliance. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.

Exceptions:

1. The passageway and level service space are not required where the appliance is capable of being serviced and removed through the required opening with the approval of the code official.
2. Where the passageway is unobstructed and not less than 6 feet (1829 mm) high and 22 inches (559 mm) wide for its entire length, the passageway shall be not greater than 50 feet (15,250 mm) in length.

(Reason: To provide a safe means of accessibility to appliances in attics and to allow for different types of construction limitations)

22. Section M1411.9 (Condensate disposal) is amended by deleting the existing text and replacing with the following:

“Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to the sanitary sewer system, if available. The condensate drain shall be connected to the sanitary sewer system in a manner approved by the code official.

Exception: When a sanitary sewer system is not available on the premises, or connection thereto is not practical, the condensate shall discharge into an approved french drain.”

(Reason: This amendment provides more specific requirements for the method of condensate disposal.)

23. Section M1501.1 (Outdoor discharge) is amended by deleting the last sentence in said section.

(Reason: It is common local practice to run the exhaust vents to the soffit and ridge vent to eliminate another roof penetration.)

24. Section M1505.2 (Recirculation of air) is amended by deleting the second sentence in said section, and replacing it with the following:

“Exhaust air from bathrooms and toilet rooms shall discharge directly to the outdoors or the vent termination shall be unobstructed and within 6 inches of the soffit vent or ridge vent.”

(Reason: This amendment provides specific requirements if the exhaust air is to discharge in the attic, and will remain consistent with common local practice.)

25. Section G2408.3 (Private garages) is amended by deleting the section in its entirety.

(Reason: It is not consistent with local practice to require appliances located in private garages to be installed 6 feet above the floor.)

26. Section G2417.1.2 (Repairs and additions) is amended by deleting the existing text in its entirety and replacing it with the following:

“In the event repairs or additions are made after the pressure test, the affected piping shall be tested. If approved by the code official, minor repairs and additions are not required to be pressure tested provided the work is inspected and connections are tested with a noncorrosive leak-detecting fluid or other leak detecting methods.”

(Reason: As written, the code would allow gas pipe repairs and additions to be tested with a soap solution. This amendment provides the code official with the discretion to require a pressure test if deemed appropriate. This amendment is also consistent with a similar amendment to the IFGC.)

27. Section G2417.4 (Test pressure measurement) is amended by deleting the existing text in its entirety and replacing it with the following:

“Test pressure measurement shall comply with Section 406.4, 2024 International Fuel Gas Code, as amended.”

(Reason: This amendment provides for the use of the more accurate diaphragm gauge for gas tests on systems operating at 5 psi or less.)

28. Section G2417.4.1 (Test pressure) is amended by deleting the existing text in its entirety and replacing it with the following:

“Test pressure shall comply with Section 406.4.1, 2024 International Fuel Gas Code, as amended.”

(Reason: This amendment provides for an elevated standard for gas pressure tests. It is also consistent with pressure test amendments from previous code editions.)

29. Section P2503.8 (Inspection and testing of backflow prevention devices) is amended by deleting the section in its entirety and replacing with the following:

“Inspection and testing of backflow prevention devices shall comply with Section 312.10, 2024 International Plumbing Code, as amended.”

(Reason: Consistent with City Council’s direction concerning backflow prevention devices.)

30. P2804.6.1 (Requirements for discharge pipe) is amended by deleting the text in number five and replacing it with the following:

“Discharge to an indirect waste receptor or to the outdoors.”

(Reason: This removes the language that allows the discharge pipe to terminate to the pan serving the water heater.)

31. Section P2902.5.3 (Lawn irrigation systems) is amended by deleting the existing text in its entirety and replacing it with the following:

“P2902.5.3 Lawn Irrigation Systems

P2902.5.3.1 Valid License Required. Any person who connects an irrigation system to the water supply within the city or the city's extraterritorial jurisdiction, commonly referred to as the ETJ, must hold a valid license, as defined by Title 30, Texas Administrative Code, Chapter 30 and required by Chapter 1903 of the Texas Occupations Code, or as defined by Chapter 365, Title 22 of the Texas Administrative Code and required by Chapter 1301 of the Texas Occupations Code.

Exception: A property owner is not required to be licensed in accordance with Texas Occupations Code, Title 12, §1903.002(c)(1) if he or she is performing irrigation work in a building or on a premises owned or occupied by the person as the person's home. A home or property owner who installs an irrigation system must meet the standards contained in Title 30, Texas Administrative Code, Chapter 344 regarding spacing, water pressure, spraying water over impervious materials, rain or moisture shut-off devices or other technology, backflow prevention and isolation valves. See Texas Occupations Code §1903.002 for other exemptions to the licensing requirement.

P2902.5.3.2 Permit Required. Any person installing an irrigation system within the territorial limits or extraterritorial jurisdiction of the city is required to obtain a permit from the city prior to beginning work on the irrigation system. A completed irrigation permit application and irrigation plan must be submitted to the city and approved before a permit will be issued by the city. The irrigation plan must be in compliance with the requirements of this section.

Exceptions:

1. An irrigation system that is an on-site sewage disposal system, as defined by Section 366.002, Health and Safety Code; or
2. An irrigation system used on or by an agricultural operation as defined by Section 251.002, Agriculture Code; or
3. An irrigation system connected to a groundwater well used by a property owner strictly for domestic use.

P2902.5.3.3 Backflow Prevention Methods and Devices. Any irrigation system that is connected to the potable water supply must be connected through a backflow prevention method approved by the Texas Commission on Environmental Quality (TCEQ). The backflow prevention device must be approved by the Foundation for Cross-Connection Control and Hydraulic Research, the University of Southern California, the International Plumbing Code, or any other laboratory that has equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies. The backflow prevention device must be installed in accordance with the laboratory approval standards or if the approval does not include specific installation information, the manufacturer's current published recommendations. If conditions that present a health hazard exist, one of the following methods must be used to prevent backflow;

1. An air gap may be used if:
 - a) there is an unobstructed physical separation; and
 - b) the distance from the lowest point of the water supply outlet to the flood rim of the fixture or assembly into which the outlet discharges is at least one inch or twice the diameter of the water supply outlet, whichever is greater.

2. Reduced pressure principle backflow prevention assemblies may be used if:
 - a) the device is installed at a minimum of 12 inches above ground in a location that will ensure that the assembly will not be submerged; and
 - b) drainage is provided for any water that may be discharged through the assembly relief valve.
3. Atmospheric vacuum breakers may only be used as replacements on existing systems utilizing atmospheric vacuum breakers if:
 - a) no back-pressure will be present;
 - b) there are no shutoff valves downstream from the atmospheric vacuum breaker;
 - c) the device is installed at a minimum of six inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler;
 - d) there is no continuous pressure on the supply side of the atmospheric vacuum breaker for more than 12 hours in any 24-hour period; and
 - e) a separate atmospheric vacuum breaker is installed on the discharge side of each irrigation control valve, between the valve and all the emission devices that the valve controls.
4. Pressure vacuum breakers may be used if:
 - a) no back-pressure condition will occur; and
 - b) the device is installed at a minimum of 12 inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler.

All backflow prevention devices used in applications designated as health hazards must be tested upon installation and annually thereafter.

If there are no conditions that present a health hazard, double check valve backflow prevention assemblies may be used to prevent backflow if the device is tested upon installation and test cocks are used for testing only. A double check valve may be installed below ground if:

1. the double check valve assembly is installed in a vault or other approved enclosure that which is constructed of a durable material. The vault or enclosure shall either be of solid (waterproof) construction with an integral bottom or bottomless to facilitate drainage. If the vault or enclosure is bottomless, a minimum of four (4) inches of washed gravel shall be installed below the assembly. The washed gravel shall have a diameter of between 3/8 inch and 3/4 inch (inclusive);
2. the test cocks are plugged with a non-ferrous material (brass, plastic, etc.) except when the double check valve is being tested;
3. the test cock plugs are threaded, water-tight, and made of non-ferrous material;
4. a y-type strainer is installed on the inlet side of the double check valve;
5. a minimum clearance of three (3) inches is provided between any fill material and the bottom of the double check valve to allow space for testing and repair; and
6. a minimum clearance of four (4) inches is provided on the sides of the double check valve to test and repair the double check valve. If an existing irrigation system

without a backflow-prevention assembly requires major maintenance, alteration, repair, or service, the system must be connected to the potable water supply through an approved, properly installed backflow prevention method before any major maintenance, alteration, repair, or service is performed. If an irrigation system is connected to a potable water supply through a double check valve, pressure vacuum breaker, or reduced pressure principle backflow assembly and includes an automatic master valve on the system, the automatic master valve must be installed on the discharge side of the backflow prevention assembly. The irrigator shall ensure the backflow prevention device is tested by a licensed Backflow Prevention Assembly Tester prior to being placed in service. The tester must be registered with the City of College Station and the test results must be provided to the local water purveyor and the irrigation system's owner or owner's representative within ten business days of testing of the backflow prevention device.

P2902.5.3.4 Specific Conditions and Cross-Connection Control. Before any chemical is added to an irrigation system connected to the potable water supply, the irrigation system must be connected through a reduced pressure principle backflow prevention assembly or air gap.

Connection of any additional water source to an irrigation system that is connected to The potable water supply can only be done if the irrigation system is connected to the Potable water supply through a reduced-pressure principle backflow prevention assembly or an air gap.

Irrigation system components with chemical additives induced by aspiration, injection, Or emission system connected to any potable water supply must be connected through a reduced pressure principle backflow device.

If an irrigation system is designed or installed on a property that is served by an on-site sewage facility, as defined in Title 30, Texas Administrative Code, Chapter 285, then:

1. all irrigation piping and valves must meet the separation distances from the On-Site Sewage Facilities system as required for a private water line in Title 30, Texas Administrative Code, Section 285.91(10);
2. any connections using a private or public potable water source that is not the city's potable water system must be connected to the water source through a reduced pressure principle backflow prevention assembly as defined in Title 30, Texas Administrative Code, Section 344.50; and
3. any water from the irrigation system that is applied to the surface of the area utilized by the On-Site Sewage Facility system must be controlled on a separate irrigation zone or zones so as to allow complete control of any irrigation to that area so that there will not be excess water that would prevent the On-Site Sewage Facilities system from operatin effectively.

P2902.5.3.5 Water Conservation. All irrigation systems shall be designed, installed, maintained, altered, repaired, serviced, and operated in a manner that will promote water conservation as defined in the Definitions section of this ordinance.

P2902.5.3.6 Irrigation Plan Design. An irrigator shall prepare an irrigation plan for each site where a new irrigation system will be installed. A paper or electronic copy of the irrigation plan must be on the job site at all times during the installation of the irrigation system. A drawing showing the actual installation of the system is due to each irrigation

system owner after all new irrigation system installations. During the installation of the irrigation system, variances from the original plan may be authorized by the licensed irrigator if the variance from the plan does not:

1. diminish the operational integrity of the irrigation system;
2. violate any requirements of this ordinance; and
3. go unnoted in red on the irrigation plan.

The irrigation plan must include complete coverage of the area to be irrigated. If a system does not provide complete coverage of the area to be irrigated, it must be noted on the irrigation plan.

All irrigation plans used for construction must be drawn to scale. The plan must include, at a minimum, the following information:

1. the irrigator's seal, signature, and date of signing;
2. all major physical features and the boundaries of the areas to be watered;
3. a North arrow;
4. a legend;
5. the zone flow measurement for each zone;
6. location and type of each:
 - a) controller; and
 - b) sensor (for example, but not limited to, rain, moisture, wind, flow, or freeze);
7. location, type, and size of each:
 - a) water source, such as, but not limited to a water meter and point(s) of connection;
 - b) backflow prevention device;
 - c) water emission device, including, but not limited to, spray heads, rotary sprinkler heads, quick-couplers, bubblers, drip, or micro-sprays;
 - d) valve, including but not limited to, zone valves, master valves, and isolation valves;
 - e) pressure regulation component; and
 - f) main line and lateral piping.
8. the scale used; and
9. the design pressure.

P2902.5.3.7 Design and Installation. No irrigation design or installation shall require the use of any component, including the water meter, in a way which exceeds the manufacturer's published performance limitations for the component.

P2902.5.3.7.1 Spacing. The maximum spacing between emission devices must not exceed the manufacturer's published radius or spacing of the device(s). The radius or spacing is determined by referring to the manufacturer's published specifications for a specific emission device at a specific operating pressure. New irrigation systems shall not utilize above-ground spray emission devices in landscapes that are less than 48 inches not including the impervious surfaces in either length or width and which contain impervious pedestrian or vehicular traffic surfaces along two or more perimeters. If pop-up sprays or rotary sprinkler heads are used in a new irrigation system, the sprinkler heads must direct flow away from any adjacent surface and shall not be installed closer than four inches from a hardscape, such as, but not limited to, a building foundation, fence, concrete, asphalt, pavers, or stones set with mortar.

Exception:

Narrow paved walkways, jogging paths, golf cart paths or other small areas located in cemeteries, parks, golf courses or other public areas if the runoff drains into a landscaped area.

P2902.5.3.7.2 Water Pressure. Emission devices must be installed to operate at the minimum and not above the maximum sprinkler head pressure as published by the manufacturer for the nozzle and head spacing that is used. Methods to achieve the water pressure requirements include, but are not limited to, flow control valves, a pressure regulator, or pressure compensating spray heads.

P2902.5.3.7.3 Piping. Piping in irrigation systems must be designed and installed so that The flow of water in the pipe will not exceed a velocity of five feet per second for polyvinyl chloride (PVC) pipe.

P2902.5.3.7.4 Irrigation Zones. Irrigation systems shall have separate zones based on Plant material type, microclimate factors, topographic features, soil conditions, and hydrological requirements.

P2902.5.3.7.5 Matched Precipitation Rate. Zones must be designed and installed so that all of the emission devices in that zone irrigate at the same precipitation rate.

P2902.5.3.7.6 Impervious Surfaces. Irrigation systems shall not spray water over surfaces made of concrete, asphalt, brick, wood, stones set with mortar, or any other impervious material, such as, but not limited to, walls, fences, sidewalks, streets, etc.

P2902.5.3.7.7 Master Valve. When provided, a master valve shall be installed on the discharge side of the backflow prevention device on all new installations.

P2902.5.3.7.8 PVC Pipe Primer Solvent. All new irrigation systems that are installed Using PVC pipe and fittings shall be primed with a colored primer prior to applying the PVC cement in accordance with the International Plumbing Code (Section 605).

P2902.5.3.7.9 Rain or Moisture Sensor. All new automatically controlled irrigation Systems must include sensors or other technology designed to inhibit or interrupt operation of the irrigation system during periods of moisture or rainfall. Rain or moisture shut-off technology must be installed according to the manufacturer's published recommendations. Repairs to existing automatic irrigation systems that require replacement of an existing controller must include a sensor or other technology designed to inhibit or interrupt operation of the irrigation system during periods of moisture or rainfall.

P2902.5.3.7.10 Isolation Valve. All new irrigation systems must include an isolation valve between the water meter and the backflow prevention device.

P2902.5.3.7.11 Depth Coverage of Piping. Piping in all irrigation systems must be Installed according to the manufacturer's published specifications for depth coverage of piping. If the manufacturer has not published specifications for depth coverage of piping, the piping must be installed to provide minimum depth coverage of six inches of select backfill, between the top of the pipe and the natural grade of the topsoil. All portions of the irrigation system that fail to meet this standard must be noted on the

irrigation plan. If the area being irrigated has rock at a depth of six inches or less, select backfill may be mounded over the pipe. Mounding must be noted on the irrigation plan and discussed with the irrigation system owner or owner's representative to address any safety issues. If a utility, man-made structure or roots create an unavoidable obstacle, which makes the six-inch depth coverage requirement impractical, the piping shall be installed to provide a minimum of two inches of select backfill between the top of the pipe and the natural grade of the topsoil. All trenches and holes created during installation of an irrigation system must be backfilled and compacted to the original grade.

P2902.5.3.7.12 Irrigation System Wiring. Underground electrical wiring used to connect an automatic controller to any electrical component of the irrigation system must be listed by Underwriters Laboratories as acceptable for burial underground. Electrical wiring that connects any electrical components of an irrigation system must be sized according to the manufacturer's recommendation. Electrical wire splices which may be exposed to moisture must be waterproof as certified by the wire splice manufacturer. Underground electrical wiring that connects an automatic controller to any electrical component of the irrigation system must be buried with a minimum of six inches of select backfill.

P2902.5.3.7.13 Irrigation System Water. Water contained within the piping of an Irrigation system is deemed to be non-potable. No drinking or domestic water usage, such as, but not limited to, filling swimming pools or decorative fountains, shall be connected to an irrigation system. If a hose bib (an outdoor water faucet that has hose threads on the spout) is connected to an irrigation system for the purpose of providing supplemental water to an area, the hose bib must be installed using a quick coupler key on a quick coupler installed in a covered purple valve box and the hose bib and any hoses connected to the bib must be labeled "non potable, not safe for drinking." An isolation valve must be installed upstream of a quick coupler connecting a hose bib to .an irrigation system.

P2902.5.3.7.14 Licensed Person On Site During Installation. Beginning January 1, 2010, either a licensed irrigator or a licensed irrigation technician shall be on-site at all times while the landscape irrigation system is being installed. When an irrigator is not onsite, the irrigator shall be responsible for ensuring that a licensed irrigation technician is on-site to supervise the installation of the irrigation system.

P2902.5.3.8 Completion of Irrigation System Installation. Upon completion of the Irrigation system, the irrigator or irrigation technician who provided supervision for the on-site installation shall be required to complete the following four items:

1. a final walk through with the irrigation system's owner or the owner's representative to explain the operation of the system;
2. The maintenance checklist on which the irrigator or irrigation technician shall obtain the signature of the irrigation system's owner or owner's representative and shall sign, date, and seal the checklist. If the irrigation system's owner or owner's representative is unwilling or unable to sign the maintenance checklist, the irrigator shall note the time and date of the refusal on the irrigation system's owner or owner's representative's signature line. The irrigation system owner or owner's representative will be given the original maintenance checklist and a duplicate copy of the maintenance checklist shall be maintained

by the irrigator.

The items on the maintenance checklist shall include but are not limited to:

- a) the manufacturer's manual for the automatic controller, if the system is automatic;
 - b) a seasonal (spring, summer, fall, winter) watering schedule based on either current/real time evapotranspiration or monthly historical reference evapotranspiration (historical ET) data, monthly effective rainfall estimates, plant landscape coefficient factors, and site factors;
 - c) a list of components, such as the nozzle, or pump filters, and other such components; that require maintenance and the recommended frequency for the service; and
 - d) the statement, "This irrigation system has been installed in accordance with all applicable state and local laws, ordinances, rules, regulations or orders. I have tested the system and determined that it has been installed according to the Irrigation Plan and is properly adjusted for the most efficient application of water at this time."
3. A permanent sticker which contains the irrigator's name, license number, company name, telephone number and the dates of the warranty period shall be affixed to each automatic controller installed by the irrigator or irrigation technician. If the irrigation system is manual, the sticker shall be affixed to the original maintenance checklist. The information contained on the sticker must be printed with waterproof ink and include:
 4. The irrigation plan indicating the actual installation of the system must be provided to the irrigation system's owner or owner representative.

P2902.5.3.9 Maintenance, Alteration, Repair, or Service of Irrigation Systems. The licensed irrigator is responsible for all work that the irrigator performed during the maintenance, alteration, repair, or service of an irrigation system during the warranty period. The irrigator or business owner is not responsible for the professional negligence of any other irrigator who subsequently conducts any irrigation service on the same irrigation system.

All trenches and holes created during the maintenance, alteration, repair, or service of an irrigation system must be returned to the original grade with compacted select backfill.

Colored PVC pipe primer solvent must be used on all pipes and fittings used in the maintenance, alteration, repair, or service of an irrigation system in accordance with the adopted International Plumbing Code (Section 605).

When maintenance, alteration, repair or service of an irrigation system involves excavation work at the water meter or backflow prevention device, an isolation valve shall be installed, if an isolation valve is not present.

P2902.5.3.10 Reclaimed Water. Reclaimed water may be utilized in landscape irrigation systems if:

1. there is no direct contact with edible crops, unless the crop is pasteurized before consumption;
2. the irrigation system does not spray water across property lines that do not belong to

- the irrigation system's owner;
- 3. the irrigation system is installed using purple components;
- 4. the domestic potable water line is connected using an air gap or a reduced pressure principle backflow prevention device, in accordance with §290.47(i) of this title (relating to Appendices);
- 5. a minimum of an eight inch by eight inch sign is prominently posted on/in the area that is being irrigated, that reads, "RECLAIMED WATER – DO NOT DRINK" ; and
- 6. backflow prevention on the reclaimed water supply line shall be provided in accordance with the regulations of the city's water provider.

P2902.5.3.11 Advertisement Requirements. All vehicles used in the performance of irrigation installation, maintenance, alteration, repair, or service must display the irrigator's license number in the form of "LI _____" in a contrasting color of block letters at least two inches high, on both sides of the vehicle.

All forms of written and electronic advertisements for irrigation services must display the irrigator's license number in the form of "LI _____." Any form of advertisement, including business cards, and estimates which displays an entity's or individual's name other than that of the licensed irrigator must also display the name of the licensed irrigator and the licensed irrigator's license number. Trailers that advertise irrigation services must display the irrigator's license number.

The name, mailing address, and telephone number of the commission must be prominently displayed on a legible sign and displayed in plain view for the purpose of addressing complaints at the permanent structure where irrigation business is primarily conducted and irrigation records are kept.

P2902.5.3.12 Contracts. All contracts to install an irrigation system must be in writing and signed by each party and must specify the irrigator's name, license number, business address, current business telephone numbers, the date that each party signed the agreement, the total agreed price, and must contain the statement, "Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us."

All contracts must include the irrigator's seal, signature, and date.

All written estimates, proposals, bids, and invoices relating to the installation or repair of an irrigation system(s) must include the irrigator's name, license number, business address, current business telephone number(s), and the statement: "Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's web site is: www.tceq.state.tx.us."

An individual who agrees by contract to provide irrigation services as defined in §344.30 of this title (relating to License Required) shall hold an irrigator license issued under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations) unless the contract is a pass-through contract as defined in §344.1(36) of this title (relating to Definitions). If a pass-through contract includes irrigation services, then the irrigation portion of the contract can only be performed by a licensed irrigator. If an irrigator installs a system pursuant to a pass-through contract, the irrigator shall still be responsible for providing the irrigation system's owner or through contract, the irrigator shall still be responsible for providing the irrigation system's owner or owner's representative a copy of the warranty and all other

documents required under this chapter. A pass-through contract must identify by name and license number the irrigator that will perform the work and must provide a mechanism for contacting the irrigator for irrigation system warranty work. The contract must include the dates that the warranty is valid.

P2902.5.3.13 Warranties for Irrigation Systems. On all installations of new irrigation systems, an irrigator shall present the irrigation system's owner or owner's representative with a written warranty covering materials and labor furnished in the new installation of the irrigation system. The irrigator shall be responsible for adhering to terms of the warranty. If the irrigator's warranty is less than the manufacturer's warranty for the system components, then the irrigator shall provide the irrigation system's owner or the owner's representative with applicable information regarding the manufacturer's warranty period.

The warranty must include the irrigator's seal, signature, and date. If the warranty is part of an irrigator's contract, a separate warranty document is not required.

An irrigator's written warranty on new irrigation systems must specify the irrigator's name, business address, and business telephone number(s), must contain the signature of the irrigation system's owner or owner's representative confirming receipt of the warranty and must include the statement: "Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 130897, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us."

On all maintenance, alterations, repairs, or service to existing irrigation systems, an irrigator shall present the irrigation system's owner or owner's representative a written document that identifies the materials furnished in the maintenance, alteration, repair, or service. If a warranty is provided, the irrigator shall abide by the terms. The warranty document must include the irrigator's name and business contact information.

P2902.5.3.14 Duties and Responsibilities of City Irrigation Inspectors. A licensed irrigation inspector or plumbing inspector shall enforce the ordinance of the city, and shall be responsible for:

1. verifying that the appropriate permits have been obtained for an irrigation system and that the irrigator and installer or irrigation technician, if applicable, are licensed;
2. inspecting the irrigation system;
3. determining that the irrigation system complies with the requirements of this section;
4. determining that the appropriate backflow prevention device was installed and tested;
5. investigating complaints related to irrigation system installation, maintenance, alteration, repairs, or service of an irrigation system and advertisement of irrigation services; and
6. maintaining inspection records according to this section."

32. Section P2906.5 (Water-distribution pipe.) is amended by adding the following text to the end of the section:

"Inaccessible water distribution piping under slabs shall be copper (minimum type K) or cross-linked polyethylene (PEX) tubing all installed without joints or connections. Materials subject to corrosion shall be protected when exposed to concrete or corrosive soils."

(Reason: This amendment provides an elevated standard for water distribution piping installed under concrete slabs. It is also consistent with the International Plumbing Code.)

33. Section 2906.10 (Cross-linked polyethylene plastic (PEX)) is amended by adding P2906.10.3 to read as follows:

“P2906.10.3. Sleeving. When a sleeve is provided for cross-linked polyethylene (PEX) plastic piping or tubing installed under concrete slabs the annular space between the piping or tubing and the sleeve must be caulked, foamed, or otherwise sealed to prevent the entrance of termiticide.”

(Reason: This amendment provides added protection from liquid chemical termiticides that may enter the void between the sleeve and piping/tubing.)

34. Section P3002.2. (Building sewer) is amended by adding P3002.2.1 to read as follows:

“P3002.2.1 Depth of building sewer. Building sewer pipe shall be installed with a minimum of twelve (12) inches of cover. Where conditions prohibit the required amount of cover, cast iron pipe with approved joints may be used unless other means of protecting the pipe is provided as approved by the Building Official.”

(Reason: When field conditions do not allow at least 12 inches of ground cover over a sewer line, cast iron pipe provides an equivalent level of protection. This amendment is also consistent with provisions in the International Plumbing Code.)

35. Section E3401.1 (applicability) is amended by deleting the section in its entirety and replacing with the following:

“Electrical installations shall comply with the *National Electrical Code*, as adopted and amended by the City of College Station.”

(Reason: The City has adopted the *National Electrical Code* to regulate electrical installations. This amendment also makes the IRC consistent with state law.)

Building Code is hereby amended as follows:

1. Section 102.8 (Referenced codes and standards) is amended by adding the following exception:
“Exception: Any reference to the ICC Electrical Code shall mean the National Electrical Code, as adopted and amended by the City of College Station.”
2. Section 105.3 (Application for permit) is amended by deleting the text in said section and replacing it with the following:
“The code official may require a permit application for work regulated by this code.”
3. Section 108.2 (Schedule of permit fees) is amended by deleting the section in its entirety.
4. Section 108.6 (Refunds) is amended by deleting the text in said section and replacing it with the following:
“The City Manager or his designee is authorized to establish a refund policy.”
5. Section 112 (Means of Appeal) is amended by deleting the section in its entirety.
6. Section 305.5 (Private garages) is amended by deleting the section in its entirety.
7. Section 406.1.2 (Repairs and additions) is amended by deleting the existing text in its entirety and replacing it with the following:
“In the event repairs or additions are made after the pressure test, the affected piping shall be tested. If approved by the code official, minor repairs and additions are not required to be pressure tested provided the work is inspected and connections are tested with a noncorrosive leak-detecting fluid or other leak detecting methods.
8. Section 406.4 (Test pressure measurement) is amended by adding the following to the end of said section:
‘For gas systems with a working pressure up to and including five (5) psi., a diaphragm gauge utilizing a dial with a minimum diameter of three and one-half inches (3 ½”), a set hand, 2/10 pound incrementation and a pressure range not more than twenty (20) psi shall be acceptable. A mechanical spring gauge is only acceptable for use on gas systems requiring a pressure test of more than 20 psig.’
9. Section 406.4.1 (Test pressure) is amended by deleting the existing text in its entirety and replacing it with the following:
‘The test pressure to be used shall be no less than twice the proposed maximum working pressure, but no less than five (5) psig, irrespective of design pressure.’
10. Section 406.4.2 (Test duration) is amended by deleting the existing text in its entirety and replacing it with the following:
“Gas piping systems shall withstand the required pressure test for a period of not less than ten (10) minutes without showing any drop in pressure.”

The International Mechanical Code adopted by reference in Section 101.4.2, 2024 International Building Code is hereby amended as follows:

1. Section 102.8 (Referenced codes and standards) is amended by adding the following exception:

‘Exception: Any reference to the ICC Electrical Code shall mean the National Electrical Code, as adopted and amended by the City of College Station.’

2. Section 105.3 (Application for permit) is amended by deleting the text in said section and replacing it with the following:

‘The code official may require a permit application for work regulated by this code.’

3. Section 108.2 (Schedule of permit fees) is amended by deleting the section in its entirety.

4. Section 108.6 (Refunds) is amended by deleting the text in said section and replacing it with the following:

‘The City Manager or his designee is authorized to establish a refund policy.’

5. Section 115.4 (Failure to comply) is amended by adding the following at the end of said section:

‘Fines shall be not less than twenty-five (\$25.00) and not more than two-thousand (\$2,000.00)’

6. Section 112 (Means of Appeal) is amended by deleting the section in its entirety.

7. Section 304.7 (Private garages) is amended by deleting the section in its entirety.

8. Section 1109.2.5 (Refrigerant pipe shafts) is amended by adding the following exception:

“4. Where the design is in compliance with Ashrae 15 – 2024 Section 9.12.1.5.1 (Shaft alternative)”

Sec. 103-137. – Amendments to the International Plumbing Code.

The International Plumbing Code adopted by reference in Section 101.4.3, 2024 International

Building Code is hereby amended as follows:

1. Section 102.8 (Referenced codes and standards) is amended by adding the following exception:

‘Exception: Any reference to the ICC Electrical Code shall mean the National Electrical Code, as adopted and amended by the City of College Station.’

(Reason: The City of College Station has adopted the National Electrical Code to regulate electrical installations.)

2. Section 105.3 (Application for permit) is amended by deleting the text in said section and replacing it with the following:

‘The code official may require a permit application for work regulated by this code.’

(Reason: The code as written, requires a written application for plumbing permits. This amendment provides the flexibility of making written permit applications optional.)

3. Section 108.2 (Schedule of permit fees) is amended by deleting this section in its entirety.

(Reason: The City currently has a permit fee schedule that has been adopted by resolution.)

4. Section 108.6 (Refunds) is amended by deleting the text in said section and replacing it with the following:

‘The City Manager or designee is authorized to establish a refund policy.’

(Reason: A refund policy for permit fees already exists. This amendment also makes the IPC fee refund requirement consistent with section 109.6, 2024 IBC.)

5. Section 115.4 (Failure to comply) is amended by adding the following sentence:

‘Fines shall be not less than twenty-five (\$25.00) and not more than two thousand (\$2,000.00)’

(Reason: The amounts above are consistent with the fines as outlined in the adopting ordinance for violations.)

6. Section 112 (Means of Appeal) is amended by deleting the section in its entirety.

(Reason: The City already provided for the establishment of the Construction Board of Adjustments and Appeals)

7. Section 305.4.1 (Sewer depth) is amended by inserting “twelve (12)” in both blanks and adding the following sentence to the end of said section.

‘Where conditions prohibit the required amount of cover, cast iron pipe with approved joints may be used unless other means of protecting the pipe is provided as approved by the Building Official.’

(Reason: When field conditions do not allow at least 12 inches of ground cover over a sewer line, cast iron pipe is provided as approved by the Building Official.)

8. Section 312.1 (Required tests) is amended by deleting the following text from said section:

‘, for piping systems other than plastic, by’

(Reason: This change allows an air test for plastic piping systems – a common practice on job sites without access to water.)

9. Section 312.2 (Drainage and vent water test) is amended by deleting said section in its entirety and replacing with the following:

‘312.2 Drainage water test. A water test shall be applied to the drainage system either in its entirety or in sections. If applied to the entire system, all openings in the piping shall be tightly closed, except the highest opening, and the system shall be filled with water to the point of overflow. If the system is tested in sections, each opening shall be tightly plugged except the highest opening of the section under test, and each section shall be tested with not less than a 5-foot head of water. This pressure shall be held for at least 15 minutes. The drainage system shall then be tight at all points.’

(Reason: This change omits any reference to pressure testing the vent system. It is not a common practice in this area to require a pressure test on the vent system.)

10. Section 312.3 (Drainage and vent air test) is amended by deleting said section in its entirety and replacing with the following:

‘312.3 Drainage air test. An air test shall be applied to the drainage piping by forcing air into the system until there is uniform gauge pressure of 5 pounds per square inch (psi) or sufficient to balance a 10-inch column of mercury. This pressure shall be held for a test period of at least 15 minutes. Any adjustment to the test pressure required because of changes in ambient temperature or the seating of gaskets shall be made prior to the beginning of the test period.’

(Reason: This change omits any reference to pressure testing the vent system. It is not common practice in this area to require a pressure test on the vent system.)

11. Section 312.7(Gravity sewer test) is amended by replacing “10-foot” with “5-foot”.

(Reason: This change makes for uniform testing methods of DWV and gravity sewer piping.)

12. Section 312.11(Inspection and testing of backflow prevention assemblies.) is amended by deleting said section in its entirety and replacing with the following:

‘312.10 Inspection and testing of backflow prevention assemblies. Upon initial

installation, an inspection shall be made of all backflow prevention devices and assemblies to determine whether they are operable. Testing of all backflow prevention devices and assemblies shall be in accordance with Chapter 11, Section 10, Subsection F, of the Code of Ordinances, City of College Station, Texas.”

(Reason: Consistent with City Council’s direction concerning backflow prevention devices.)

13. Section 410.4 (Substitution) is amended by deleting the last sentence in said section and replacing it with the following:

“Small occupancies with an occupant load of less than 50 the required drinking water can be provided by means of bottled water dispenser in lieu of a drinking fountain device.”

(Reason: This change allows bottled water dispensers to be used in place of drinking fountains.)

14. Section 606 (Installation of the Building Water Distribution System) is amended by adding section 606.8 to read as follows:

‘606.7 Sleeved cross-polyethylene piping or tubing. ‘When a sleeve is provided for cross-linked polyethylene (PEX) plastic piping or tubing installed under concrete slabs the annular space between the piping or tubing and the sleeve must be caulked, foamed, or otherwise sealed to prevent the entrance of termiticide.’

(Reason: This amendment provides added protection from liquid chemical termiticides that may enter the void between the sleeve and piping /tubing.)

15. Section 608.17.5 (Connections to lawn irrigation systems) is amended by deleting the first sentence in said section and replacing it with the following:

‘The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric vacuum breaker, a pressure vacuum breaker assembly, a reduced pressure principle backflow prevention assembly or a double check.’

(Reason: Consistent with City Council’s direction concerning backflow prevention devices.)

16. Section 701.2 (Connection to sewer required) is amended by deleting the section in its entirety and replacing with the following:

‘701.2 Connection to sewer required. Every building in which plumbing fixtures are installed and all premises having sanitary drainage piping shall be connected to an approved sewer. Private sewage systems must comply with City of College Station’s Code of Ordinances. All private sewage disposal systems must comply with the latest adopted standards of the Texas Commission on Environmental Quality and be installed under the direction of the Brazos County Health Department. The installer shall be licensed by the Texas Commission on Environmental Quality.’

(Reason: This change requires private sewer system installations – treatment plants, septic systems, etc. – to comply with state and county health department rules.)”

17. Section 1003.3.5 (Hydromechanical grease interceptors, fats, oils and greases disposal systems and automatic grease removal devices) is amended by deleting the first sentence in said section:

(Reason: College Station Code of Ordinances contains detailed provisions for sizing grease interceptors.)

Sec. 103-138. – Amendments to the International Property Maintenance Code.

The International Property Maintenance Code adopted by reference in Section 101.4.4, 2024

International Building Code is hereby amended as follows:

1. Section 102.8 (Referenced codes and standards) is amended by adding the following exception:

‘Exception: Any reference to the ICC Electrical Code shall mean the *National Electrical Code*, as adopted and amended by the City of College Station.’

(Reason: The City of College Station has adopted the *National Electrical Code* to regulate electrical installations.)

2. Section 106 (Means of Appeal) is amended by deleting the section in its entirety.

(Reason: College Station Code of Ordinances provides for the Construction Board of Adjustments and Appeals.)

3. Section 109 (Unsafe Structures and Equipment) is amended by deleting the section in its entirety.

(Reason: College Station Code of Ordinances contains detailed provisions concerning dangerous structures, written in compliance with State law.)

4. Section 109.4 (Notice) is amended by deleting the section in its entirety.

(Reason: College Station Code of Ordinances contains detailed provisions concerning notices, written in compliance with State law.)

5. Section 110 (Emergency Measures) is amended by deleting the section in its entirety.

(Reason: College Station Code of Ordinances contains detailed provisions concerning emergency measures, written to comply with State law.)

6. Section 111 (Demolition) is amended by deleting the section in its entirety.

(Reason: College Station Code of Ordinances contains detailed provisions concerning the demolition and/or repair of substandard structures, written to comply with State law.)

7. Section 302.4 (Weeds) is amended by deleting the section in its entirety.

(Reason: Code enforcement has requirements concerning the height of weeds/grass and is responsible for enforcement.)

8. Section 304.3 (Premises identification) is amended by deleting the text in said section and replacing it with the following:
‘Premises identification shall be in compliance with Section 502.1, 2024 International Building Code as amended.’

(Reason: The City has detailed addressing standard adopted by Section 502.1, IBC.)

9. Section 304.14 (Insect screens) is amended by deleting the existing text and replacing it with the following:

‘Every door, window, and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any other areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25mm) and every swinging door shall have a self-closing device in good working condition.

Exceptions:

1. Screens shall not be required where other approved means, such as air curtains or insect repellant fans, are employed.
2. Screens shall not be required for windows and doors enclosing habitable spaces that contain central heating and air conditioning equipment that provide mechanical ventilation.’

(Reason: The new text requires screens year round and provides for an additional exception allowing screens to be omitted on homes with central air and heat.)

10. Section 602.3 (Heat supply) is amended by adding the following dates in the blanks provided:

‘1 October in first blank and 30 April in second blank’

(Reason: The specified dates should cover the time of year that heat is needed in this geographic area)

11. Section 602.4 (Occupiable work space) is amended by adding the following dates in the blanks provided:

‘1 October in first blank and 30 April in second blank’

(Reason: The specified dates should cover the time of year that heat is needed in this geographic area)

12. Section 602.4 (Occupiable work spaces) is amended by adding the following exception:

‘3. Warehouse, storage rooms and similar areas that are not occupied on a constant basis.’

(Reason: The added exception allows warehouses, storage rooms, and similar work areas that are not occupied on a constant basis to be unheated.) “

13. Appendix A (Boarding Standard) is hereby adopted.

(Reason: The appendix provides the minimum specifications for boarding up a structure. This can be utilized by a jurisdiction to set a consistent boarding quality standard.)

Sec. 103-139. – Amendments to the International Energy Conservation Code.

The International Energy Conservation Code adopted by reference in Section 101.4.6, 2024 International Building Code, is hereby amended as follows:

1. Section C&R102.4(Referenced codes and standards) is amended by adding the following to said section:

“Any reference to the ICC Electrical Code shall mean the National Electrical Code, as adopted and amended by the City of College Station.”

2. Section C&R109 (Means of Appeals) is amended by deleting the section in its entirety.
3. Section C402.6 (Air leakage- building thermal envelope) is amended by adding an exception:

“Exception: The air leakage – thermal envelope shall be considered acceptable when the items listed in Table R402.5.1.1, applicable to the method of construction, are field verified. Where required by the code official, an approved third party, independent from the installer, shall inspect and approve the thermal envelope and insulation installation.”

4. Section R401.3 (Certificate) is amended by deleting the existing text from said section and inserting:

“The certificate shall list the types and efficiencies of heating, cooling and service water heating equipment. Where a gas-fired unvented room heater, electric furnace, or baseboard electric heater is installed in the residence, the certificate shall list “gas-fired unvented room heater,” “electric furnace” or “baseboard electric heater.” as appropriate. An efficiency shall not be listed for gas-fired unvented room heaters, electric furnaces or electric baseboard heaters.”

5. Section R402.5.1.2 (Air Leakage Testing) is amended by adding an exception:

“Exception: Building envelope tightness and insulation installation shall be considered acceptable when the items listed in Table R402.5.1.1, applicable to the method of construction, are field verified. Where required by the code official, an approved third-party independent from the installer, shall inspect and approve the air barrier and insulation installation.”

6. Section R402.5.5 (Air-Sealed Electrical and communication outlet boxes. Is amended by adding the following to the end of the section:

“On-site sealing of boxes is acceptable, when using approved sealant materials”

7. Section R403.3.3 (Ductwork located outside conditioned space) is amended by adding the following to the end of the section:

“Supply and return air ducts in unconditioned spaces may have an insulation R-Value of 6 when installed in conjunction with an air conditioner having a minimum SEER rating of 16.”

8. Section R403.3.7 (Duct System Testing) is amended by adding an additional exception below said section:

Exception: 5. Duct tightness shall be considered acceptable when the items listed below, applicable to the method of construction, are field verified:

Connections:

- a. Seal core to collar with UL listed mastic or at least 2 wraps of UL 181 listed tape.
- b. Secure connection with mechanical clamp placed over the core and tape.
- c. Pull jacket and insulation back over core. Use a mechanical clamp, two wraps of UL 181 listed tape or UL listed mastic to secure insulation.

Splices

- a. Butt two cores together on a 4" length metal sleeve.
- b. Secure core and sleeve with UL listed mastic or two wraps of UL 181 listed tape
- c. Secure connection with 2 clamps placed over the taped core ends.
- d. Pull jacket and insulation back over core. Use two wraps of UL 181 listed tape or UL listed mastic to secure insulation.

9. Section R403 (Systems) is amended by adding R403.14 to read as follows:

“403.14 Heating equipment. Electrical resistance heat may be used as the primary source of heating for residential use not exceeding five hundred (500) square feet in area.”

10. Section R404.2 (Interior Lighting Controls) Is amended by deleting this section in its entirety.

11. Section R406.6 (Verification by approved agency) is amended by replacing the existing text with:

“The Code Official may require verification of compliance with Section R406 be completed by an approved third party.”

EXHIBIT B

That Chapter 103, “Buildings and Building Regulations,” Article III, “Technical Codes,” Division 3 “Electrical Code” is hereby amended to read as follows:

Sec. 103-162. – National Electrical Code adopted.

A booklet entitled ‘National Electrical Code 2023 Edition’ as amended and as hereafter may be amended, at least one (1) copy of which is on file in the office of the Building Official of the City of College Station, Texas, is hereby adopted and designated as the Electrical Code of College Station, Texas.

Sec. 103-163. – Amendments to the National Electrical Code.

1. Section 210.23 (B) **15- and 20- Ampere Branch Circuits**. It shall also be amended to include the following sentence after said section:
“However, a circuit shall not serve more than ten openings.”
2. Section 210.52 (B) **Small Appliances** shall be amended by adding the following subsection:
“(4) **Separate Circuit Required**. A separate circuit is required for each refrigerator, deep freeze, dishwasher, disposal, trash compactor or any other load exceeding six (6) amperes.”
3. Section 210.52 (C) **Countertops And Work Surfaces** shall be amended to include after the words ‘...with 210.52 (C) (1) through (C) (3). the following sentence:
“However, a separate circuit is required for microwave ovens or any other counter top appliance with a load exceeding six (6) amperes.”
4. Section 210.52 (F) **Laundry Areas**. Shall be amended to include after the words ‘. . . for the installation of laundry equipment.’ the following sentence:
“However, a separate circuit is required for a washing machine or any other laundry appliance with a load exceeding six (6) amperes.”
5. Section 210.52(1) **One-Family and Two-Family Dwelling**. Shall be amended by adding the following subsection:
“(J) **Other Locations**. A separate circuit is required for each well pump or other outdoor loads exceeding six (6) amperes.”
6. Article 230 **Services**. Shall be amended by adding the following section:
“230.11 **Meter Mounting Heights**. Individual meters shall be mounted at a height not greater than 5'-6” or less than 4'-6" above finished grade, measured to the center line of the meter base. Meter packs shall be mounted with its horizontal centerline not greater than 4'-6” or less than 4'-0" above finished grade.”
“Exception: Meters and meter packs may be mounted at a different height by special permission of the Building Official or his designee when special conditions make the installation at the above heights impractical.”
7. Section 230.70 **General** shall be amended by adding the following subsection:
“(D) **Service Disconnecting Means for Commercial Buildings and Structures**. For commercial buildings and structures, the service disconnecting means shall be installed on the outside of the building or structure. A power operated disconnect switch (shunt trip) is permitted for service disconnects rated 1000 amps or more. All shunt trip disconnecting means shall be of the maintained contact type in an approved, lockable enclosure. All service disconnects shall be clearly marked in a permanent manner.

Exception: A power operated disconnect switch (shunt trip) may be allowed on service disconnects rated less than 1000 amps, if the applicant requests an exception from the Electrical Division and Building Official and satisfies the official that one of the following criteria has been met.

- (a) A power operated disconnect switch (shunt trip) may be used for a service disconnect rated less than 1000 amps when the building or structure is served by a single transformer and the transformer is not anticipated to be used for multiple services; or
- (b) A power operated disconnect switch (shunt trip) may be used for a service disconnect rated less than 1000 amps on an existing building or structure when space is not available to mount an external disconnect.

(Reason: This was an existing amendment that was changed to require a maintained contact type, shunt trip.

8. Article 230 **Services**. Shall be amended by adding the following section:

“230.70 (E) **Outside Disconnect Locking Device**. Factory installed key operated lock shall have an alternate locking mechanism approved by the local jurisdiction.”

(Reason: This amendment gives the City of College Station Electrical Department the ability to lock the electrical service panel in the case of an emergency or delinquent bill.)

9. Section 230.71 (A) **General** shall be amended to include the following sentence after said section:

“Any multi-tenant building larger than 5,000 square feet shall have a service disconnect.”

(Reason: This amendment was added to help correct the problem with multi-tenant lease centers having too many means of disconnect.)

November 13, 2025

Item No. 8.7.

2024 International Fire Codes & 2024 NFPA 101 Life Safety Code

Sponsor: Cameron Giordano, Fire Marshal

Reviewed By CBC: Construction Board of Adjustments & Appeals

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 16, "Fire Prevention and Protection," Article III, "Fire Code," Sections 16-51 and 16-52 and Article IV, "Life Safety Code", Section 16-78.

Relationship to Strategic Goals:

Core Services and Infrastructure: The city will plan for, maintain, and invest in the infrastructure, facilities, services, personnel and equipment needed to meet projected needs and opportunities.

Recommendation(s): Staff recommends approval of the 2024 IFC and the The 2024 NFPA-101 Life Safety Code and associated amendments.

Summary: To ensure the City of College Station keeps up with building trends in materials and techniques and the overall safety of our citizens, visitors, and firefighters. The newest codes and amendments are presented for adoption by the City Council.

Budget & Financial Summary: N/A

Attachments:

1. Fire Ordinance

ORDINANCE NO. 2025-XXXX

AN ORDINANCE AMENDING CHAPTER 16, “FIRE PREVENTION AND PROTECTION,” ARTICLE III, “FIRE CODE,” SECTIONS 16-51 AND 16-52 AND ARTICLE IV, “LIFE SAFETY CODE”, SECTION 16-78, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO FIRE CODES AND LIFE SAFETY CODES; 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 16, “Fire Prevention and Protection,” Article III, “Fire Code,” Sections 16-51 and 16-52 and Article IV, “Life Safety Code”, Section 16-78 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 13TH day of November 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 16, “ Fire Prevention and Protection,” Article III, “Fire Code,” Sections 16-51 and 16-52 and Article IV, “Life Safety Code”, Section 16-78 of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

ARTICLE III. FIRE CODE

Sec. 16-51. International Fire Code adopted.

The 2024 Edition of the International Fire Code, including Appendix Chapters B through I, all as published by the International Code Council, is hereby adopted to the same extent as though such Code were copied at length herein, subject, however, to the omissions, additions, supplements, and amendments contained in this article.

Sec. 16-52. Amendments to the International Fire Code.

The International Fire Code, as referred to in Section 16-51, is hereby amended as follows:

- (1) 102.1 Construction and design provisions is amended by adding the following
 5. Buildings that are classified as vacant for 90 days with no active building, remodel, or commercial tenant finish out permits. Vacant is defined as temporarily unoccupied buildings, structures, or premises.
- (2) Section 105 (Permits) is amended by adding Section 105.1.1.1 to read as follows:

Section 105.1.1.1 (Registration of Contractors). It shall be the duty of every individual who makes contracts to construct, enlarge, alter, repair, move, or demolish any life safety systems to include, but not be limited to, fire sprinkler systems, fire alarm systems, commercial cooking extinguishing systems, underground tanks, underground piping and underground fire supply lines of which are regulated by this code, or cause such work to be done, and every individual making such contracts and subletting the same or any part thereof, to first register with the Building Official, giving full name, residence, name and place of business, and in case of removal from one place to another to have made corresponding change to the Building Official.
- (3) Section 108.3 (Permit valuations) is amended by deleting this section in its entirety
- (4) Section 108.6 (Refunds) is amended by deleting the existing text in its entirety and replacing it with the following: "The City Manager or designee is authorized to establish a refund policy."
- (5) Section 110.6 is amended by adding after the Fire Code Official "or any member of the Fire Department designated by the Fire Code Official, the Chief of Police, or any member of the Police Department designated by the Chief of Police."
- (6) Section 110.6.1 is added.

110.6.1 (Certificate of Occupancy Temporary Suspension). The Fire Code Official or any member of the Fire Department designated by the Fire Code Official, the Chief of Police, or any member of the Police Department designated by the Chief of Police is authorized, in writing, to immediately suspend a Certificate of Occupancy for a twenty-four (24) hour period where it is determined that the building or structure or portion thereof is Overcrowded, violating any life safety regulation or ordinance or violating any other ordinance adopted by this code. Within one (1) business day after the suspension, a person may submit a written appeal to the City Manager appealing the Certificate of Occupancy Temporary Suspension. The City Manager's decision is final.
- (7) Section 112 is amended by deleting the section in its entirety.

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- (8) Section 113.4 (Violation Penalties) is amended by deleting the section in its entirety and replacing with the following:
- Section 113.4 (Violation Penalties). Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Official, or of a permit or certificate used under provisions of this code, shall be punished as provided in with Section 1- 7.
- (9) Section 202 is amended by adding [BG] AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided or staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:
- Dialysis centers
 - Procedures involving sedation
 - Sedation dentistry
 - Surgery centers
 - Colonic centers
 - Psychiatric centers
- (10) Section 202 is amended by adding [B] ATRIUM. An opening connecting three or more stories *{remaining text unchanged}*
- (11) Section 202 (Definitions) is amended by adding "Porte Cocheres ":
1. A passageway through a building or screen wall designed to let vehicles pass from the street to an interior courtyard.
 2. A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles"
- (12) Section 202 (Definitions) is amended by adding "tutorial services" under the definition of "Occupancy Classification Assembly Group A-3"
- (13) Section 202 (Definitions) is amended by deleting the townhouse definition and replacing it with the following: "Townhouse. A single-family dwelling unit constructed in a group of attached units separated by property lines in which each extend from foundation to roof and with open space on at least two sides."
- (14) Section 307.4.2 (Recreational Fires) is amended by adding the following: "This code is to include manufactured and non-manufactured fire pits/boxes."
- (15) Section 307.4 (Location) is amended by adding Section 307.4.2.1 to read as follows: Section 307.4.2.1 Solid fuels are strictly prohibited for recreational fires.
- Exception:** One- and two-family dwellings.
- (16) Section 307.4 (Location) is amended by adding the following:
- Section 307.4.4 (Permanent outdoor fire pits or fire feature devices). Permanently installed outdoor fire pits and similar fire feature devices, manufactured and non-manufactured, shall not be installed within 20 feet of a structure or combustible materials. Exceptions:
1. Permanent outdoor fire pits or fire feature devices listed more than 100,000 BTU/hr shall not be installed within 10 feet of combustible materials (vertically and horizontally).
 2. Permanently installed outdoor fireplaces constructed in accordance with the International Building Code.
- 307.4.4.1 (Solid fuels). All solid fuels are strictly prohibited for fire pits and fire feature devices.
1. Exception: One- and two- family dwellings.

307.4.4.2 (Requirements for all fire pits or fire feature devices). Comply with all of the following requirements:

1. Flame shall be fully enclosed by an approved permanent means to prevent debris from entering the fire and to prevent occupants from becoming burned.
 2. Provide an emergency fuel gas supply line shut-off device at least 20 feet from the fire pit device location but not greater than 50 feet. Provide emergency fuel gas shut-off device signage clearly visible from fire pit or fire feature device locations.
 3. Floor surface shall be a solid continuous non-combustible material without any gaps and all joints sealed.
 4. Timer device on fuel gas line set to automatically shut-off gas supply and extinguishes flame at a set time agreed upon by the fire code official.
- (17) Section 308.1.4 (Open-Flamed Cooking Devices) is amended by deleting the section including exceptions in its entirety and replacing with the following:
- Section 308.1.4 (Open-Flame Cooking Devices). Charcoal burners, liquefied-petroleum-gas fueled cooking devices, and other open-flamed cooking devices shall not be stored or operated on balconies or within ten feet (3048 mm) of combustible construction.
- Exception:** One- and two-family dwellings.
- (18) Section 308.1.6.3 (Sky lanterns) is amended to read as follows: A person shall not release or cause to be released an unmanned free-floating device containing an open flame or other heat source, such as but not limited to a sky lantern.
- (19) Section 311.5 (Placards) is amended by adding: The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 114 of this code relating to structural or interior hazards, as required by Section 311.5.1 through 311.5.5.
- (20) Section 319.10.3 (Fuel gas system) is amended by adding certified plumber as an approved inspection agency.
- (21) Section 503.1.1; amend to read as follows: 503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Exceptions: Unchanged
- The 150 feet shall be measured along a 3-foot wide unobstructed level pathway not exceeding a slope of 5:1, around the external walls of the structure.
- (22) Section 501.4 (Timing of Installation) is amended by adding the following text at the end of the section: "There shall be no combustible, job trailers, flammable or ignitable materials placed on a site, lot or subdivision where water lines, fire hydrants and/or all weather access roads capable of supporting emergency vehicles with an imposed load of at least 85,000 pounds as required by this code or other adopted codes or ordinances are completed, accepted and in service."
- (23) Section 503.2.1 (Dimensions) is amended by replacing "13 feet 6 inches" with "14 feet."
- (24) Section 503.2.2 (Authority). Is amended by adding: The fire code official shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.
- (25) Section 503.2.3 (Surface). Fire apparatus access roads shall be designed and maintained to support imposed loads of 85,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.
- (26) Section 503.3 (Marking) is amended by deleting the section in its entirety and replacing with the following:

Section 503.3 (Marking). The owner, manager, or person in charge of any building or property to which fire lanes have been approved or required by engineering shall mark and maintain said fire lanes in the following manner:

1. All curbs and curb ends shall be painted **RED** with four-inch white lettering stating "FIRE LANE - NO PARKING - TOW AWAY ZONE." Wording may not be spaced more than 15 feet apart.
 2. In areas where fire lanes are required but no continuous curb is available, the following method shall be used, in conjunction with the curb markings, to indicate that the fire lane is continuous:
 - a. From the point the fire lane begins to the point the fire lane ends, including behind all parking spaces which adjoin a fire lane, shall be marked with one continuous eight-inch red stripe painted on the drive surface behind the parking spaces. All curbing adjoining a fire lane must be painted red. Red stripes and curbs will contain the wording "FIRE LANE - NO PARKING-TOW AWAY ZONE," painted in four- inch white letters. ("Figure A" in Ordinance No. 1630 illustrates striping on drive surface behind parking spaces.). Also, a sign 12 inches wide and 18 inches in height shall be mounted in a conspicuous location at each entrance to the property. (See Diagram No. 1 for specifications on colors and lettering.)
 3. The use of the color **RED** to mark or stripe any curb or parking area (other than fire lanes) is prohibited within the City.
- (27) Section 503 is amended by adding Sections 503.3.1 (Fire Lane Signs; Tow-Away Zone Signs), 503.3.2 (Destruction of Fire Lane and Tow-Away Signs), 503.3.3 (Abandonment or Closing) and 503.3.4 (Authority Under Emergency Conditions) to read as follows:

Section 503.3.1 (Fire Lane Signs; Tow-Away Zone Signs). The owner, manager, or person in charge of any building to which fire lanes have been approved by the Planning and Development Services Department shall post and maintain appropriate signs in conspicuous places along such fire lanes stating "No Parking - Fire Lane." Such signs shall be 12 inches wide and 18 inches high, with a companion sign 12 inches wide and six inches high stating "Tow-Away Zone."

Any "No Parking - Fire Lane" or "Tow-Away Zone" sign shall be painted on a white background with symbols, letters and border in red. Drawings and samples of such signs may be obtained from the Fire Department of the City. Standards for mounting, including, but not limited to, the height above the grade at which such signs are to be mounted, shall be as adopted by the Fire Official of the City. Section 503.3.2 (Destruction of Fire Lane or Tow-Away Signs). It is hereby unlawful for any person without lawful authority to attempt or in fact alter, destroy, deface, injure, knock down, or remove any sign designating a fire lane or tow-away zone erected under the terms of this code, or to deface a curb marking in any way.

Section 503.3.3 (Abandonment or Closing). No owner, manager, or person in charge of any premises served by a required fire lane shall abandon or close such fire lane without written permission of the Fire Official of the City.

Section 503.3.4 (Authority under Emergency Conditions). The Fire Marshal is hereby authorized to establish fire lanes during any fire, and to exclude all persons other than those authorized to assist in extinguishing the fire or the owner or occupants of the burning property from within such lanes.

- (28) Section 503.4 (Obstruction of Fire Apparatus Access Roads) is amended by deleting the section in its entirety and replacing with the following:

Section 503.4 (Obstruction of Fire Apparatus Access Roads). No person shall park, place, allow, permit, or cause to be parked or placed, any motor vehicle, trailer, boat, or similar obstruction within or upon an area designated as a fire lane and marked by an appropriate sign or curb marking.

- (29) Section 503 (Fire Apparatus Access Roads) is amended by adding Sections 503.4.2 (Obstructing Fire Lanes) and 503.4.3 (Enforcement; Issuance of Citations; Impoundment of Obstructions) to read as follows:

Section 503.4.2 (Obstructing Fire Lanes). Any motor vehicle, trailer, boat, or similar obstruction found parked within an area designated as a fire lane as required by this section is hereby declared a nuisance per se and any

such motor vehicle, trailer, boat, or similar obstruction parked or unoccupied in such a manner as to obstruct in whole or in part any such fire lane shall be prima facie evidence that the registered owner unlawfully parked, placed, or permitted to be parked or placed such obstruction within a fire lane.

The records of the State Department of Transportation or the County Highway License Department showing the name of the person to whom the State highway license or boat or trailer license is issued shall constitute prima facie evidence of ownership by the named persons.

Section 503.4.3 (Enforcement; Issuance of Citations; Impoundment of Obstructions). The Fire Official or any member of the Fire Department designated by the Fire Official, the Chief of Police, or any member of the Police Department designated by the Chief of Police are hereby authorized to issue parking citations for any motor vehicle, trailer, boat, or similar obstruction found parked or unattended in or upon a designated fire lane and may have such obstruction removed by towing it away. Such vehicle or obstruction may be redeemed by payment of the towage and storage charges at the owner's expense.

No parking citations shall be voided, nor shall the violator be relieved of any penalty assessed by a Judge of the Municipal Court for any provision by the redemption of the obstruction from the storage facility.

- (30) Section 503 (Fire apparatus access roads) is amended by adding the following;

Section 503.7 (Fire access locks) Any fire apparatus access requiring a lock shall install a Knox Lock. Electric gates must install a Knox Key switch with a manual override. An emergency access secondary gate must install a Knox pad lock.

- (31) Section 505.1 (Address Identification) is amended by deleting the section in its entirety and replacing with the following:

Section 505.1 (Address Identification). An official building number placed pursuant to this section must be at least four inches high, and have at least a one-half inch stroke in the main body of the number, and be composed of a durable material and of a color which provides a contrast to the background. The number shall be mounted a minimum of 36 inches and a maximum of 30 feet in height measured from ground level. Buildings located more than 50 feet from the curb of a street shall have numbers at least five inches in height. For the purpose of this section, durable materials for use in numbering shall include, but not be limited to, wood, plastic, metal, weather-resistant paint, weather-resistant vinyl, or weather-resistant numbers designed for outside use on a glass surface. For single-family residences, the requirement of this section may be met by providing two-inch-high numbers on both sides of a U.S. mailbox located near the curb in front of the house, or a freestanding structure with numbers at least four inches in height.

- (32) Section 505 (Premises Identification) is amended by adding Sections 505.1.1 (Building Complex Identification), 505.1.2 (Rear Access Identification), 505.1.3 (Alley Premises Identification) and 505.1.4 (Building Complex Diagrams) to read as follows:

Section 505.1.1 (Building Complex Identification). A building complex composed of multiple structures shall have an official suite/unit number assigned to each building as well as a street address number. If there is sufficient street frontage, each unit or building may be assigned a separate official street address number. The official street address number of each structure as designated by the Building Official must be prominently posted on the building so that it is visible from the nearest public street. Each number designated by the Building Official for each individual suite/unit must be conspicuously posted on the suite/unit.

Section 505.1.2 (Rear Access Identification). Commercial buildings with rear access shall also display the business name and designated street address and suite/unit number on the rear access door.

Section 505.1.3 (Alley Premises Identification). Residential structures that provide for rear vehicular access from a dedicated public alley shall conspicuously post the designated numbers that comply with the size requirements above so that it is visible to the alley.

Section 505.1.4 (Building Complex Diagrams). The owner of a building complex which contains an enclosed shopping mall shall submit to the Fire Official four copies of diagrams acceptable to the Fire Official of the entire complex, indicating the location and number of each business. When a change in a business name or

location is made, the owner or manager of the structure shall so advise the Fire Official in writing of the change.

- (33) Section 505.2 (Street or Road Signs) is amended by adding the following:

Section 505.2.1. (Street and road signs) shall only be installed on streets or roadways that are approved through the platting process.

- (34) Section 507.5.1 (Where Required) is amended by deleting the section in its entirety and replacing with the following:

Section 507.5.1 (Where Required). Public fire hydrants of the City standard design shall be installed as part of the water distribution system for subdivisions and/or site developments. The Planning and Development Services Department shall approve the appropriate hydrant locations accessible to firefighting apparatus and within the maximum distances described in the following sections.

- (35) Section 507.5.2 (Inspection, Testing and Maintenance) is amended by deleting the section in its entirety and replacing with the following:

Section 507.5.2 (Inspection, Testing and Maintenance). Public fire hydrants shall be installed in districts zoned for single-family and duplex at such locations that no part of any structure shall be more than 500 feet from a fire hydrant as measured along the right-of-way of a public street as the fire hose is laid off the fire truck.

- (36) Section 507.5.3 (Private Fire Service Mains and Water Tanks) is amended by deleting the section in its entirety and replacing with the following:

Section 507.5.3 (Private Fire Service Mains and Water Tanks). Private fire hydrants shall be installed in districts other than districts zoned single-family and duplex at such locations that no part of any structure, aboveground tanks or fueling station, shall be more than 300 feet from a fire hydrant as measured along the right-of-way of a public street or along an approved fire lane as the fire hose is laid off the fire truck.

- (37) Section 508.1 (Location and access) is amended by adding the following:

Section 508.1.1.1 (Fire Command Center Access) Access to the Fire Command Center must be on the exterior of the structure unless authorized by the Fire Code Official or designee.

- (38) Section 509.2 (Equipment Access) is amended by adding the following:

Section 509.2.1 (Fire Sprinkler Riser Access) Access to the fire sprinkler riser must be on the exterior of the structure unless authorized by the Fire Code Official or designee.

(38) 510.1 (Emergency Responder Communications Enhancement Systems) is amended by deleting item "1" under exceptions

- (39) Table 803.3 (Interior Wall and Ceiling Finish Requirements by Occupancy) is amended by deleting the existing text in footnote "d" and replacing it with the following:

"Class A interior finish material shall be required in all areas of all assembly occupancies, whether a fire sprinkler system is present or not, except as provided for in notes e and f below."

- (40) Section 901.4.7.2 (Marking on access doors). Is amended by replacing 2 inches with 4 inches.

- (41) Section 901.6 is amended by adding section 901.6.4 (False alarms and nuisance alarms) False alarms and nuisance alarms shall not be given, signaled, or transmitted or caused or permitted to be given, signaled, or transmitted in any manner.

- (42) Section 903.1 (General) is amended by adding the following text at the end of said section: "For the purpose of this section, the term "fire area" shall be replaced with "building area."

- (43) Section 903.2 (Where Required) is amended by adding the following text at the end of the section:

In addition to the requirements of this section, an automatic sprinkler system shall be provided throughout all new buildings and structures as follows:

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1. Where the total building area exceeds 12,000 square feet in area.
 2. Where the height exceeds two stories, regardless of area.
- (44) Section 903.2.1.6 (Assembly Occupancies on Roofs) is amended by deleting the exception in its entirety.
- (45) Section 903.2.3 (Group E) is amended by deleting the exception in its entirety. And adding item "4" to read as the following: Group E, day care facilities, as defined in the 203.4.2 of the International Fire Code.
- (46) Section 903.2.4 (Group F-1) is amended by deleting items "2" and "3."
- Section 903.2.4 (Group F-1 distilled spirits) is amended to add: An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits *involving more than 120 gallons of distilled spirits (>16% alcohol) in the fire area at any one time.*
- Section 903.2.9.3 (Group S-1 distilled spirits or wine) is amended to add: An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits *involving more than 120 gallons of distilled spirits (>16% alcohol) in the fire area at any one time.*
- (47) Section 903.2.6 (Group I) is amended by deleting all exceptions
- (48) Section 903.2.7 (Group M) No. 2 is amended by replacing "three stories above grade" with "two stories in height" and by deleting No. 3 in its entirety.
- (49) Section 903.2.9 (Group S-1) is amended by replacing "three stories above grade" with "two stories above grade" in item "2" and by replacing "24,000 square feet" with "12,000 square feet" in item "3." Section 903.2.9.3 is amended as follows:
- 903.2.9.3 Group S-1 (distilled spirits or wine). An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine **involving more than 120 gallons of distilled spirits or wine (>16% alcohol) in the fire area at any onetime.**
- (50) Section 903.2.10 (Group S-2 Enclosed Parking Garage) is amended by deleting the exception in its entirety.
- (51) Section 903.2.11.7 is added
- Section 903.2.11.7 Buildings Over 12,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings over 12,000 sq. ft. and greater, and in all existing buildings that are enlarged to be 12,000 square feet or greater, and in buildings greater than 12,000 square feet which are enlarged. For the purpose of this provision, fire walls, fire barriers, or horizontal assemblies shall not define separate buildings.
- (52) Section 903.2.13 (Porte-cocheres). All porte-cocheres shall be protected with fire sprinklers.
- Exception: Porte-cocheres of non-combustible construction or a distance of 10 foot or greater.
- (53) Section 903.3.1.1.1 (Exempt locations) is amended by deleting item number 4
- (54) Section 903.3.1.2.2 (Corridors and balconies) is amended as follows:
- 903.3.1.2.2 (Corridors and balconies in the means of egress). Sprinkler protection shall be provided in all corridors and for all balconies. in the means of egress where any of the following conditions apply: *{Delete the rest of this section.}*
- (55) Section 903.3.1.2.3 (Attics) is amended by deleting sections 3.4 and 4.5
- (56) Section 904.3.5 is amended by deleting the section and replacing it with:
- 904.3.5 (Monitoring) All automatic fire extinguishing system shall be monitored with a system in accordance with NFPA 72.
- (57) Section 905.1, (General), is amended by adding Section 905.1.1, Safety factor, as follows:

905.1.1 (Safety factor). All standpipe systems with the exception of manual standpipes shall be designed with a minimum safety factor of 5 PSI or 10% of required pressure (whichever is greater) taken at the source for the hydraulically most demanding system and/or outlet.

- (58) Section 905.4, (Location of Class I standpipe hose connections), is amended as follows with all other code text to remain as written:

905.4 (Location of Class I standpipe hose connections). Class I standpipe hose connections shall be provided in all of the following locations:

1. In every required interior exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at [the main] an intermediate [floor] landing between stories unless otherwise approved by the fire code official.

- (59) Section 906.1 (Where required) is amended by deleting exception 1 and 2 all others remain the same.

- (60) Section 907.2.1 (Group A) is amended by adding the following section:

907.2.1.3 Group A-2. An automatic alarm system shall be provided for fire areas containing Group A-2 occupancies that have an occupant load of 100 or more.

- (61) Section 907.2.7.1.1, (Occupant notification), is repealed in its entirety.

- (62) Section 907.2.8.2, (Automatic smoke detection system), is hereby amended to read as follows:

907.2.8.2 (Automatic smoke detection system). An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed throughout all interior corridors serving sleeping units. The automatic smoke detection system requirement is met only by the installation of smoke or beam detectors whenever possible. If environmental conditions do not allow the installation of smoke detectors, fire alarm heat detectors may be used on a limited basis when approved by the fire code official.

Exception: An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress door opening directly to an exit or to an exterior exit access that leads directly to an exit.

- (63) Section, 907.2.13.2(Fire department communication system), is hereby deleted in its entirety.

- (64) Section, 907.2.13.1.2 (Duct smoke detection), is amended to read as follows:

907.2.13.1.2 (Duct smoke detection). Duct smoke detectors complying with Section 907.3.1 shall be located in accordance with the NFPA 90A: Standard for the Installation of Air-Conditioning and Ventilating Systems or as follows:

1. In the main return air and exhaust air plenum of each air-conditioning system having a capacity greater than 2,000 cubic feet per minute (cfm) (0.94 m³/s). Such detectors shall be located in a serviceable area downstream of the last duct inlet.
2. At each connection to a vertical duct or riser serving two or more stories from a return air duct or plenum of an air-conditioning system. In Group R-1 and R-2 occupancies, a smoke detector is allowed to be used in each return air riser carrying not more than 5,000 cfm (2.4 m³/s) and serving not more than 10 air-inlet openings.

- (65) Section 907.2, (Where required) - new buildings and structures, is amended by adding Section 907.2.24, Fire alarm systems for property protection, to read as follows:

907.2.24 (Fire alarm systems for property protection). Fire alarm systems dedicated solely to the protection of property are permitted to be installed in facilities where a fire alarm system is not required by other sections of this code or the International Building Code provided the following conditions are met:

1. Any and all automatic detection is installed, located and maintained in accordance with the requirements of NFPA 72 and a documentation cabinet as required by NFPA 72 is provided and installed.

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2. The installed system is monitored by a supervising station which provides remote and central station service.
 3. One manual means of activation is installed in an approved location
 4. Where the fire alarm system control unit is located in an area that is not readily accessible to response personnel, a remote fire alarm system annunciator panel is installed.
- (66) Section 907.2, (Where Required) - is amended by adding Section 907.2.25, Fire alarm systems for property protection, to read as follows:
- 907.2.25.1 (Group R-4) Fire alarm systems and smoke alarms shall be installed in Group R-4 occupancies as required in Sections 907.2.10.1 through 907.2.10.3. 907.2.10.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-4 occupancies.
- Exceptions:
1. A manual fire alarm system is not required in buildings not more than two stories in height where all individual sleeping units and contiguous attic and crawl spaces to those units are separated from each other and public or common areas by not less than 1-hour fire partitions and each individual sleeping unit has an exit directly to a public way, egress court or yard.
 2. Manual fire alarm boxes are not required throughout the building where all of the following conditions are met:
 - 2.1. The building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2.
 - 2.2. The notification appliances will activate upon sprinkler water flow.
 - 2.3. Not fewer than one manual fire alarm box is installed at an approved location.
 3. Manual fire alarm boxes in resident or patient sleeping areas shall not be required at exits where located at all nurses' control stations or other constantly attended staff locations, provided such stations are visible and continuously accessible and that the distances of travel required in Section 907.4.2.1 are not exceeded.
- 907.2.25.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in corridors, waiting areas open to corridors and habitable spaces other than sleeping units and kitchens.
- Exceptions:
1. Smoke detection in habitable spaces is not required where the facility is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1.
 2. An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress door opening directly to an exit or to an exterior exit access that leads directly to an exit.
- 907.2.25.2 Smoke alarms. Single- and multiple-station smoke alarms shall be installed in accordance with Section 907.2.11.
- (67) Section 907.3.1, (Duct smoke detectors), is amended to read as follows:
- 907.3.1 (Duct smoke detectors). Smoke detectors installed in ducts shall be listed for the air velocity, temperature and humidity present in the duct. Duct smoke detectors shall be connected to the building's fire alarm control unit where a fire alarm system is required by Section 907.2. Activation of a duct smoke detector shall initiate a visible and audible supervisory signal at a Central monitoring station and shall perform the intended fire safety function in accordance with this code, NFPA 90A: Standard for the Installation of Air-Conditioning and Ventilating Systems and the International Mechanical Code. In facilities that are required to

be monitored by a supervising station, duct smoke detectors shall report only as a supervisory signal and not as a fire alarm. They shall not be used as a substitute for required open area detection. 2021 International Building-Related Codes

Exceptions:

1. In occupancies not required to be equipped with a fire alarm system, actuation of a smoke detector shall activate a visible and an audible signal in an approved location. Smoke detector trouble conditions shall activate a visible or audible signal in an approved location and shall be identified as air duct detector trouble.
 2. For fire alarm systems which cannot be programmed for supervisory signals, duct detectors shall be allowed to activate the alarm signal.
- (68) Section 907.3., (Fire safety functions), is amended by adding 907.3.5, Fire alarm systems - emergency control, as follows:

907.3.5 (Fire alarm systems - emergency control). At a minimum, the following functions, where provided, shall be activated by the fire alarm system:

1. Elevator capture and control in accordance with ASME/ANSI A17.1b, Safety Code for Elevators and Escalators.
 2. Release of automatic door closures and hold open devices.
 3. Stairwell and/or elevator shaft pressurization.
 4. Smoke management and/or smoke control systems.
 5. Initiation of automatic fire extinguishing equipment.
 6. Emergency lighting control.
 7. Unlocking of doors.
 8. Emergency shutoff of gas and fuel supplies that may be hazardous provided the continuation of service is not essential to the preservation of life.
 9. Emergency shutoff of audio systems for sound reinforcement or entertainment (i.e. music systems, systems for announcement and broadcast which are separate from public address systems) provided that such systems are not used to issue emergency instructions.
 10. Emergency shutoff of systems used for the creation of displays or special effects (i.e. lighting effects, laser light shows, projection equipment).
- (69) Section 907.4.2.1, (Location), is amended to add the Exception to read as follows:

907.4.2.1 (Location). Manual fire alarm boxes shall be located not more than 5 feet (1524 mm) from the entrance to each exit. In buildings not protected by an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2, additional manual fire alarm boxes shall be located so that the distance of travel to the nearest box does not exceed 200 feet (60 960 mm).

Exception: Where construction of the building prohibits the proper installation of a pull station (e.g. glass walls, interior brick or rock walls), a pull station shall be allowed to be located in the normal path of egress, where approved by the Fire Marshal or his/her designee.

- (70) Section 907.5.1, (Presignal feature), is amended to read as follows:

907.5.1.1 (Presignal feature and positive alarm sequences). A presignal feature or Positive Alarm Sequence as defined in NFPA 72 shall not be installed unless approved by the fire code official. Request to use a presignal feature or a Positive Alarm Sequence must be submitted in writing to the Fire Marshal and approval granted before installation. Where a presignal feature or Positive Alarm Sequence is provided, a signal shall be annunciated at a constantly attended location approved by the fire code official, so that occupant notification

can be activated in 2021 International Building-Related Codes the event of fire or other emergencies. When approved by the fire code official, the presignal feature or Positive Alarm Sequence shall be implemented in accordance with the requirements of NFPA 72.

- (71) Section 907.5.2.3, (Visible alarms), is amended by adding a subsection 907.5.2.3.3.1.1, Wired Equipment, 907.5.2.3.4, Group R-2 sleeping areas, and Section 907.5.2.3.5, Combination devices, to read as follows:

907.5.2.3.3.1.1 (Other Applications) is amended by adding:

907.5.3.3.1.1.1 (Multi-tenant commercial structures) multi-tenant commercial structures shall comply with section 907.2.3.3.1 (1) through(4).

907.5.2.3.4 (Group R-2 sleeping areas). Living rooms in Group R-2 occupancies shall have audible notification appliances that meet the sleeping area audible requirements of NFPA 72, Chapter 18, Section 18.4.5, and Subsection 18.4.5.1. When such units are required to be equipped with visible notification for the hearing impaired or when such units are designated as accessible in accordance with ICC/ANSI A117.1, combination audible and visible notification appliances that meet both the sleeping area audible requirements of NFPA 72, Chapter 18, Section 18.4.5, Subsection 18.4.5.1 and the effective intensity settings of NFPA 72, Chapter 18.5.5.7.2 shall be installed.

907.5.2.3.5 (Combination devices). Combination 120 VAC single or multiple-station smoke detectors with an onboard visible notification appliance if utilized to meet the requirements of Section 907.2.11, will not be given credit for meeting the visible alarm notification requirements of Section 907.5.2.3.3 if these devices do not have the capability of supplying backup power for the visible notification appliance portion of the device. Should such devices be utilized to comply with Section 907.2.11, the visible appliance side of the device shall flash in synchronization with the notification appliances required in the unit.

- (72) Section 907.6.3, (Initiating device identification), is amended to read as follows with exceptions to remain as written:

907.6.3 (Initiating device identification). The fire alarm system shall identify the specific initiating device address, location, device type, and floor level where applicable and status including indication of normal, alarm, trouble and supervisory status, to the fire alarm panel, annunciator panel and to the supervising station as appropriate.

- (73) Section 907.5.2.3.1 (Public Use Areas and Common Use Areas) is amended by deleting the exception and adding Section 907.5.2.3.1.1 to read as follows:

Section 907.5.2.3.1.1 (Employee Work Areas). Where a fire alarm and detection system are required, employee work areas shall be provided with devices that provide audible and visible alarm notification.

- (74) Section 912.2.1, (Visible location), is amended by adding the following sentence to the end of that section to read as follows:

912.2.1 (Visible location). Fire department connections shall be located on the street side of buildings or facing approved fire apparatus access roads, fully visible and recognizable from the street, fire apparatus access road or nearest point of fire department vehicle access or as otherwise approved by the fire code official. The fire department connection shall be identified by a sign installed above the connection with the letters "FDC" not less than 6 inches high and mounted at least 3 feet above the FDC to the bottom edge of the sign unless approved by the fire code official and if multiple FDC's a sign identifying the corresponding riser.

- (75) Section 912.2.2, (Existing buildings), is amended to read as follows:

912.2.2 (Existing buildings). On existing buildings, wherever the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Signs shall be mounted no lower than 7 feet from grade to the bottom edge of the sign and are subject to the approval of the fire code official.

(76) Section 912.2 (Location), is amended to add the following:

Section 912.2.3 (Distance). Fire department connection shall not be located further than 100 feet from the fire hydrant measured by lay of hose from the engine.

(77) Section 912.4.1, (Locking fire department connection caps), is amended to read as follows:

912.4.1 (Locking fire department connection caps). Locking caps are required on all fire department connections for water-based fire protection systems including but not limited to FDC's and standpipes.

(78) Section 912, (Fire Department Connections), is amended by adding Section 912.8, Location and type, as follows:

912.8 (Location and type). Sprinkler system and standpipe fire department hose connections shall be as follows:

1. Within 40 feet of a public street, approved fire lane, or access roadway.
2. Within 100 feet of an approved fire hydrant measured per hose lay.
3. All structures are required to have a five inch "Storz" connection.
 - a. Where provided, the five inch "Storz" inlet shall be installed at a 30-degree angle pointing down.
 - i. Exception: NFPA 13R system requiring less than 250 gpm.
4. Minimum of two feet above finished grade and a maximum of four feet above finished grade for standard inlets and minimum of 30 inches at lowest point above finished grade and maximum of four feet above finished grade for the five inch "Storz" inlet.
5. Freestanding FDCs shall be installed a minimum of one foot and a maximum of seven feet from the gutter face of the curb.
6. The Fire Code Official shall approve the location of freestanding fire department connections. Freestanding FDCs must be physically protected against impact per the requirements of Section 312 or other approved means.
7. Fire department connections for H occupancies shall be freestanding, remote and located as determined by the fire code official.
8. Fire department connections for systems protecting fuel storage tanks shall be freestanding, remote and located as determined by the fire code official.

(79) Section 1004.5.1 (Increased Occupant Load) is amended by deleting the section in its entirety.

(80) Section 1004.9 (Posting of Occupant Load) is amended by adding the following text to the end of said section:

"For the purposes of this section, the occupant load shall be the number of occupants computed at the rate of one occupant per unit of area as prescribed in Table 1004.5."

(81) Section 1103.5.1 (Group A-2) is amended by deleting the section in its entirety and replacing it with the following:

1103.5.1 (Group A-2). A Group A-2 occupancy that is permitted "Alterations - Level 2" according to the International Existing Building Code Chapter 8 and have an occupant load of 100 or more shall be equipped throughout with an automatic sprinkler system in accordance with section 903.3.1.1.

(83) Section 1103.5.6 added

1103.5.6 (Fire sprinklers in fire damaged Residential Occupancies) Where required by a current code, in R-1, R-2, R-3, and R-4 occupancies where a fire has occurred and more than one dwelling unit is damaged by fire, the affected building shall be fire-sprinklered prior to the re-occupancy of the building. Fire damage is described as damage by direct flame contact or extensive heat. Fire damage does not include smoke, water, or damage created during firefighting operations.

-
- (82) Section 1103.7(Fire alarm systems) is amended by adding the following section:
- 1103.7.7(Group A-2). A Group A-2 occupancy that is permitted "Alterations - Level 2" according to the International Existing Building Code Chapter 8 and have an occupant load of 100 or more shall be equipped throughout with an automatic alarm system in accordance with section 907.2.1.
- (83) Section 1201 is amended by adding the following:
- 1201.6 Electric vehicle charging stations shall not be installed in Group S-2 Public parking garages, open or closed.
- (84) Section 2304.1 (Supervision of Dispensing) is amended by deleting the section in its entirety and replacing with the following:
- Section 2304.1 (Supervision of Dispensing). The dispensing of flammable or combustible liquids into the fuel tank of a vehicle or into an approved container shall be under the supervision of a qualified attendant, except service stations not open to the public. Such stations may be used by commercial, industrial governmental or manufacturing establishments for fueling vehicles in connection with their business."
- (85) Section 2304.3 (Unattended Self-Service Motor Fuel Dispensing Facilities) is amended by deleting the section in its entirety.
- (86) Section 2304.3.1 (General) is amended by deleting the section in its entirety.
- (87) Section 2304.3.2 (Dispensers) is amended by deleting the section in its entirety.
- (88) Section 2304.3.3 (Emergency Controls) is amended by deleting the section in its entirety.
- (89) Section 2304.3.4 (Operating Instructions) is amended by deleting the section in its entirety.
- (90) Section 2304.3.5 (Emergency Procedures) is amended by deleting the section in its entirety.
- (91) Section 2304.3.6 (Communications) is amended by deleting the section in its entirety.
- (92) Section 2304.3.7 (Quantity Limits) is amended by deleting the section in its entirety.
- (93) Section 3106.3.1 (Occupant Load) is amended by deleting the section in its entirety.
- (94) Section 3106.4.2 (Weather monitoring person) is amended by deleting the section in its entirety.
- (95) Section 5706.6.1.2 (Leaving Vehicle Unattended) is amended by deleting the section in its entirety and replacing with the following:
- Section 5706.6.1.2 (Leaving Vehicle Unattended). At no time while discharging flammable, combustible or ignitable liquids shall the driver or operator be out of sight and reach of the discharge valves. If at any time while discharging flammable, combustible or ignitable liquids, the driver or operator must leave the vehicle for any reason, the driver or operator shall shut down all valves until the driver or operator returns and shall be totally responsible for any and all spillage. When the delivery hose is attached to the vehicle it is presumed to be discharging flammable, combustible or ignitable liquids.
- (96) Chapter 80 (Referenced Standards) is amended by adding under NFPA, all referenced NFPA will be the most current editions.
- (97) Appendix D, Section D102.1 (Required access) is amended by replacing 79,000 pounds (34050 kg) with 85,000 pounds (38101.76 kg).
- (98) Appendix D, Section D102 (Required Access) is amended by adding the following:
- Section D102.2 (Alternative Approved Access). If a product is used other than asphalt or concrete for the access surface it must be approved prior to installation. Once installed an installation certificate with an engineer stamp confirming it was installed according to manufacturer's specification must be submitted. In the case of base material a certificate with an engineer stamp stating that it has been tested and will support the imposing load of a fire apparatus weighing at least 84,000 pounds (38101.76 kg).

(99) Appendix D, Section D103.1 (Access road width with hydrant) is amended with replacing "26 feet" with "20 feet".

(100) Appendix D, Section D103.2 (Grade) is amended by adding the following:

Section 103.2.1 (Aerial Access Grade) where aerial access is required the aerial access portion of the road shall not exceed 6 percent in grade.

(Code 2011 (Repub.), § 6-1(B); Ord. No. 2016-3767, exh. A(6-1), 4-28-2016; Ord. No. 2017-3947 , Pt. 1(Exh. A), 10-12-2017; Ord. No. 2018-3995 , Pt. 1(Exh. A), 3-22-2018; Ord. No. 2019-4076 , Pt. 1(Exh. A), 2-25-2019; Ord. No. 2022-4353 , Pt. 1(Exh. A), 4-28-2022)

Secs. 16-53—16-77. Reserved.

ARTICLE IV. LIFE SAFETY CODE

Sec. 16-78. Life Safety Code Handbook adopted.

The Life Safety Code Handbook, specifically the 2024 Edition published by the National Fire Protection Association, a copy of which is on file in the Office of the City Secretary, is hereby adopted and designated as the Life Safety Code of the City. Said code is adopted to the same extent as though such code was copied at length herein, subject, however, to the omissions, additions, supplements, and amendments contained in this article.

Sec. 16-79. Amendments to NFPA Life Safety Code.

The Life Safety Code Handbook is amended in the following respects:

- (1) Section 24.3.5.1 is amended by deleting the section in its entirety.
- (2) Section 43.6.4.1 is amended by deleting this section in its entirety and replacing with the following:

Section 43.6.4.1. In a building with rehabilitation work areas involving over 50 percent of the aggregate building area an automatic fire sprinkler system shall be installed to the code applicable to new construction for this type of occupancy.
- (3) Section 43.6.4.2 is amended by deleting the section in its entirety.
- (4) Section 43.6.4.4 is amended by replacing "up to and including the highest rehabilitation work area floor" with "highest floor."

Secs. 16-80—16-101. Reserved.

November 13, 2025
Item No. 8.8.
Baseball Field Projects

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the Veterans Park and Midtown area baseball field projects.

Relationship to Strategic Goals:

Core Services & Infrastructure

Diverse & Growing Economy

Recommendation(s): To provide direction as needed.

Summary: This item is an opportunity for the City Council to discuss baseball project opportunities.

Budget & Financial Summary:

Attachments:

None

November 13, 2025
Item No. 8.9.
VPAC Baseball Deductive COs

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on two deductive change orders related to the Veterans Park Baseball Fields Project: a deduction of \$266,586.55 on the design contract with Pendulum Studio, LLC for design work and a deduction of \$5,000 on the Construction Manager at Risk contract with Crain Group, LLC for pre-construction services.

Relationship to Strategic Goals:

Core Services and Infrastructure

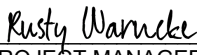
Recommendation(s):

Summary: Per City Council's direction at the October 23rd Council meeting to stop work on the Veterans Park Baseball Fields Project, two open contracts need to be closed out. The first close-out change order is on the design contract with Pendulum Studio, LLC and the second is on the Construction Manager at Risk contract with Crain Group, LLC. This action is to formally reconcile both contracts following the cancellation of the Veterans Park Baseball Fields project.

Budget & Financial Summary: A total of \$1,338,028 has been expended to date. The proposed deductive change orders will reduce the amount available on the open purchase orders by a total of \$271,586.55 and allow us to close the POs. Budget amendment #1, which will be brought to Council in January 2026, will remove the remaining appropriated budget for this project from the Parks and Recreation Capital Improvement Projects Fund.

Attachments:

1. VPAC Baseball Crain Group Closeout CO
2. VPAC Baseball Pendulum Closeout CO

CHANGE ORDER NO. 1		DATE: October 29, 2025	Contract No. 25300062			
PO No.25200335		PROJECT: Veterans Park Baseball Fields	RFP 24-069			
OWNER: City of College Station		A/E CONTRACTOR: Pendulum Studio, LLC	CONTRACTOR: Crain Group, LLC			
PURPOSE OF THIS CHANGE ORDER: PreConstruction Services purchase order closeout.						
ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Remaing balance on PO	(\$5,000.00)	0	1	(\$5,000.00)
						\$0.00
						\$0.00
					TOTAL	(\$5,000.00)
THE NET AFFECT OF THIS CHANGE ORDER IS			% INCREASE/DECREASE.			
LINE 1 (41389971-6561) (\$5,000.00) LINE 2 (acct./work order number) \$0.00 LINE 3 (acct./work order number) \$0.00 TOTAL CHANGE ORDER (5,000.00)						
ORIGINAL CONTRACT AMOUNT \$30,000.00						
CHANGE ORDER NO. 1 (5,000.00)			-16.67% % CHANGE			
CHANGE ORDER NO. 2 0.00%			% CHANGE			
REVISED CONTRACT AMOUNT \$25,000.00			-16.67% % TOTAL CHANGE			
ORIGINAL CONTRACT TIME			Days			
Time Extension No. 1			Days			
Revised Contract Time 0			Days			
SUBSTANTIAL COMPLETION DATE						
REVISED SUBSTANTIAL COMPLETION DATE						
Council Approved Contingency						
Contingency used to date \$0.00						
Available Contingency for this Change Order \$0.00						
APPROVED						
N/A						
A/E CONTRACTOR		Date	DEPARTMENT DIRECTOR		Date	
		11/5/2025				
CONSTRUCTION CONTRACTOR		Date	ASST CITY MGR - CFO		Date	
		11/5/2025				
PROJECT MANAGER		Date	CITY ATTORNEY		Date	
			CITY MANAGER		Date	

CHANGE ORDER NO. 2		DATE: October 29, 2025	Contract No. 25300187																											
PO No. 25201152		PROJECT: Veterans Park Baseball Fields	RFQ 24-067																											
OWNER: City of College Station		A/E CONTRACTOR: Pendulum Studio LLC	CONTRACTOR: Crain Group LLC																											
PURPOSE OF THIS CHANGE ORDER: Purchase Order Closeout																														
ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST																								
1	LS	Purchase Order Closeout	(\$266,586.55)	0	1	(\$266,586.55)																								
						\$0.00																								
						\$0.00																								
					TOTAL	(\$266,586.55)																								
THE NET AFFECT OF THIS CHANGE ORDER IS			% INCREASE/DECREASE.																											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">LINE 1 (PK2502/ 41389971-6561)</td> <td style="width: 10%; text-align: right;">(\$266,586.55)</td> <td style="width: 40%;"></td> </tr> <tr> <td>LINE 2 (PK2502/ 41389971-6561)</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>LINE 3 (acct./work order number)</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>TOTAL CHANGE ORDER</td> <td style="text-align: right; border-top: 1px solid black;">(266,586.55)</td> <td></td> </tr> <tr> <td>ORIGINAL CONTRACT AMOUNT</td> <td style="text-align: right;">\$1,611,916.00</td> <td></td> </tr> <tr> <td>CHANGE ORDER NO. 1</td> <td style="text-align: right;">\$9,916.55</td> <td style="text-align: right;">0.62% % CHANGE</td> </tr> <tr> <td>CHANGE ORDER NO. 2</td> <td style="text-align: right; border-bottom: 1px solid black;">(266,586.55)</td> <td style="text-align: right;">-16.54% % CHANGE</td> </tr> <tr> <td>REVISED CONTRACT AMOUNT</td> <td style="text-align: right; border-bottom: 1px solid black;">\$1,355,246.00</td> <td style="text-align: right;">-15.92% % TOTAL CHANGE</td> </tr> </table>							LINE 1 (PK2502/ 41389971-6561)	(\$266,586.55)		LINE 2 (PK2502/ 41389971-6561)	\$0.00		LINE 3 (acct./work order number)	\$0.00		TOTAL CHANGE ORDER	(266,586.55)		ORIGINAL CONTRACT AMOUNT	\$1,611,916.00		CHANGE ORDER NO. 1	\$9,916.55	0.62% % CHANGE	CHANGE ORDER NO. 2	(266,586.55)	-16.54% % CHANGE	REVISED CONTRACT AMOUNT	\$1,355,246.00	-15.92% % TOTAL CHANGE
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November 13, 2025
Item No. 8.10.
Brazos Appraisal District Board of Directors Nominations

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution nominating candidate(s) for the Brazos Central Appraisal District Board of Directors.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommend approval of Resolution.

Summary: Effective January 1, 2026, the appraisal district will be governed by a board of nine directors. Five directors are appointed by the taxing units that participate in the district in the manner prescribed by Section 6.03 of the Texas Tax Code.

To be eligible to serve on the board of directors, a person must be a resident of the appraisal district for the last two (2) years. An employee of a taxing unit participating in the appraisal district is prohibited from serving as a director unless the employee is also an elected official or member of the governing body of a taxing unit.

Each eligible jurisdiction may nominate one person for each of the two (2) available positions. I have also enclosed the qualifications for candidates as well as the number of votes for your jurisdiction. As it has always been the Legislature's intent for taxing jurisdictions to be involved in the selection process of the board members, we have adjusted the timeline. Due to the Chief Appraiser's unexpected absence, they were unable to meet the directory deadlines. Please note the Appraisal District has adjusted the selection schedule and deadline dates as shown below. If we are unable to meet these deadlines, we need to contact the Chief Appraiser at the city's earliest convenience so we can work together to accomplish this goal.

- October 17 (typically September 30) – Chief Appraiser calculates and notifies each taxing jurisdiction of the number of votes it may cast.
- November 20 (typically October 15) – Each taxing jurisdiction may nominate one candidate for each position. Therefore, each jurisdiction may nominate up to two candidates. The presiding officer of the taxing unit submits the names and addresses of the nominees by written resolution to the Chief Appraiser.
- November 24 (typically October 31) – Chief Appraiser prepares and delivers ballots to each taxing jurisdiction.
- December 17 (typically December 15) – Taxing jurisdiction casts votes and submits them, by resolution, to the Chief Appraiser.
- December 31 – Chief Appraiser counts votes and notifies all taxing entities and candidates of the outcome.

Susan Pesl, nominated by the City of College Station, terms expire on December 31, 2025. Ms. Pesl can be renominated if the City Council so chooses.

Budget & Financial Summary: N/A

Attachments:

1. Nomination Letter
2. Resolution Nominating BCAD Board of Directors



Dana Horton
Chief Appraiser
Phone (979) 774-4100
Fax (979) 774-4196

October 17, 2025

To: All Eligible Jurisdictions

Re: Selection of Board of Directors for the Brazos Central Appraisal District

It is time to begin the nomination process for the Brazos Central Appraisal District Board of Directors. These two appointed directors will serve 4-year terms beginning January 1, 2026, as indicated on the attached election cycles timeline. Each eligible jurisdiction may nominate one person for each of the two (2) available positions. I have also enclosed the qualifications for candidates as well as the number of votes for your jurisdiction.

As it has always been the Legislature's intent for taxing jurisdictions to be involved in the selection process of the board members, we have adjusted the timeline. Due to my unexpected absence, we were unable to meet the directory deadlines. Please note we have adjusted the selection schedule and deadline dates as shown below. If you are unable to meet these deadlines, please contact me at your earliest convenience so we can work together to accomplish this goal.

October 17 (typically September 30) – Chief Appraiser calculates and notifies each taxing jurisdiction of the number of votes it may cast.

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November 24 (typically October 31) – Chief Appraiser prepares and delivers ballots to each taxing jurisdiction.

December 17 (typically December 15) – Taxing jurisdiction casts votes and submits them, **by resolution**, to the Chief Appraiser.

December 31 – Chief Appraiser counts votes and notifies all taxing entities and candidates of the outcome.

Thank you all in advance for your understanding and assistance in this process.

Sincerely,

Dana Horton, RPA
Chief Appraiser
Brazos Central Appraisal District
dhorton@brazoscad.org

Please submit your nominees by resolution **on or before November 20, 2025.**

****NOMINATIONS MUST BE SUBMITTED BY RESOLUTION****

Sample resolution attached

DIRECTOR QUALIFICATIONS

To be eligible to serve on an appraisal district board of directors, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date of taking office. This residency requirement does not apply to a county TAC serving as a voting director.

An employee of a taxing unit that participates in the district is not eligible to serve on the board of directors, unless that individual also is a member of the governing body of the taxing unit or an elected official of a taxing unit. Membership on the governing body of a taxing unit does not make an otherwise eligible individual ineligible to serve on the board of directors.

Owing delinquent property taxes disqualifies a person from serving on the district board of directors. The person is ineligible if he or she owns property on which delinquent property taxes have been owed for more than 60 days after the date the person knew or should have known of the delinquency. This disqualification does not apply if the person is paying the delinquent taxes and any penalties and interest under an installment payment agreement or has deferred or abated a suit to collect the delinquent taxes.

A person who has appraised property for compensation for use in proceedings or represented property owners for compensation in proceedings in the district at any time within the preceding five years is ineligible to serve on the board of directors

A person is ineligible to serve on the board of directors if the individual is related within the second degree of consanguinity (blood) or affinity (marriage) to the following:

- an appraiser who appraises property for use in a proceeding under the Tax Code; or
- a person who represents property owners for compensation in proceedings under the Tax Code in the district.

A director who continues to hold office knowing he or she is related in this manner to the above-named persons commits a Class B misdemeanor offense.

An individual is not eligible to be appointed to or to serve on the board of directors if an individual has a substantial interest in a business entity that is party to a contract, or the individual is a party to a contract with the district. This prohibition also applies to contracts with a taxing unit that participates in the district if the contract relates to the performance of an activity governed by the Tax Code. A district may not enter into a contract with a board member or with a business entity in which a board member has substantial interest. A taxing unit may not enter into a contract relating to the performance of an activity governed by the Tax Code with a board member in which the taxing unit participates or with a business entity in which a board member has a substantial interest. An individual has substantial interest in a business entity if:

- the combined ownership of the director and the director's spouse is at least 10 percent of the voting stock or shares of the business entity; or
- the director or director's spouse is a partner, limited partner or officer of the business entity.

The Chief Appraiser has neither the authority nor the duty of investigating or judging the qualifications of the nominees.

Our current appointed Board of Directors is as follows:

Kyle DeWitt, Chairman	1/1/2025 – 12/31/2027
Silas Garrett, Secretary	1/1/2025 – 12/31/2027
Raul Pendas, Member	1/1/2025 – 12/31/2025
Marc Deer, Member	1/1/2025 – 12/31/2027
Susan Pesl, Member	1/1/2025 – 12/31/2025
Melissa Leonard, Member	EX OFFICIO DIRECTOR

Our current elected Board of Directors is as follows:

Rafael Pena III – Place 1	7/1/2024 – 12/31/2026
Jane Sherman – Place 2	7/1/2024 – 12/31/2026
Jonna Schreiber - Place 3	7/1/2024 – 12/31/2026

2026 VOTING ENTITLEMENTS

VOTING ENTITIES	NUMBER OF VOTES
BRAZOS COUNTY	484
BRYAN ISD	458
CITY OF BRYAN	224
CITY OF COLLEGE STATION	282
CITY OF KURTEN	0
CITY OF NAVASOTA	0
COLLEGE STATION ISD	542
NAVASOTA ISD	10
TOTAL	2000

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, NOMINATING CANDIDATE(S) FOR CONSIDERATION TO SERVE ON THE BOARD OF DIRECTORS FOR THE BRAZOS CENTRAL APPRAISAL DISTRICT, BRAZOS COUNTY, TEXAS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Texas Tax Code Section 6.03(g) provides that each taxing unit that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the Board of Directors of the Brazos Central Appraisal District (District); and

WHEREAS, The City of College Station is a taxing unit within the District; and

WHEREAS, The City of College Station is entitled to vote for members of the District's Board of Directors and desires to nominate qualified candidate(s) for Board positions to be filled; and

WHEREAS, The presiding officer of the governing body of a taxing unit is required to submit the name(s) of the unit's nominee(s) to the chief appraiser before November 20, 2025; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: The City Council of the City of College Station, Brazos County, Texas, nominates Susan Pesl, as a candidate for membership on the Board of Directors of the Brazos Central Appraisal District, Brazos County, Texas; and

PART 2: The City Secretary's Office is directed, on behalf of the Mayor, as presiding officer, to forward a certified copy of this resolution to the Chief Appraiser, Brazos Central Appraisal District, Brazos County, Texas, before November 20, 2025; and

PART 3: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 13th day of November, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

November 13, 2025
Item No. 8.11.
Impact Fee Advisory Committee Appointments

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the appointments of the Impact Fee Advisory Committee.

Relationship to Strategic Goals:

Good Governance

Recommendation(s):

Summary: The Impact Fee Advisory Committee provides recommendations to the City Council on the development, monitoring, and updating of impact fees. Legislation passed earlier this summer required changes to the committee's composition, and ordinance amendments adopted in September brought the City into compliance with new State Law requirements. The restructured committee now includes eight (8) members: four (4) representatives from the real estate, development, or building industries who are not employees or officials of the City or any governmental agency; two (2) members of the Planning and Zoning Commission, including the Chair or their designee; and two (2) ad hoc members. Appointments are being presented to fill the newly defined positions.

Budget & Financial Summary: None

Attachments:

None

November 13, 2025
Item No. 9.1.
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 November 17th thru November 24th:

November 17 – Intergovernmental Committee Meeting
November 18 – Council Transportation Committee Meeting
November 18 – College Station Midtown Community Workshop
November 18 – Neighborhood Seminar Supper
November 19 – BVSWMMA Board Meeting
November 19 – Exploring History Luncheon “Update on the Never Forget Garden” by Sherry Frisk
November 19 – Economic Development Committee Meeting
November 19 – Housing Plan Advisory Committee Meeting
November 20 – Brazos County Board of Health Board Meeting
November 20 – SH6 Expansion Groundbreaking Ceremony
November 20 – Business After Hours
November 20 – Planning & Zoning Commission Meeting
November 24 – Council Meeting Day (Monday)

Budget & Financial Summary: None.

Attachments:

None

November 13, 2025
Item No. 10.1.
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