



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#

December 11, 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. **Presentation of Employee Service Awards.**
3. **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.

3.1. **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 professional services contract for southeast park.
- c. Legal advice regarding the definition of family in the UDO as related to SB 1567.

3.2. **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.

3.3. 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 Secretary
- b. Planning and Zoning Commission
- c. City Attorney
- d. City Manager
- e. Mayor Pro Tem
- f. Council Self -Evaluation

3.4. 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.

4. The Open Meeting will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.**5. 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.

6. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

7. Consent Agenda.

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

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

- November 24, 2025 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM112425 DRAFT Minutes

7.2. Presentation, discussion, and possible action regarding adoption of the 2026 Annual Council Calendar.

Sponsors: Tanya Smith

Attachments: 1. 2026 Draft Council Meeting Calendar
2. 2026 Draft Council Meetings and Holidays-Year at a glance

7.3. Presentation, discussion, and possible action regarding a resolution casting a vote for a member of the Board of Directors for the Brazos Central Appraisal District Board of Directors.

Sponsors: Tanya Smith

Attachments: 1. Ballot Letter
2. CS Voting Resolution Brazos Appraisal District

7.4. Presentation, discussion, and possible action on a construction contract with Brazos Paving, Inc. in the amount of \$5,064,684.90 for construction services for the Marion Pugh Rehabilitation Project, plus the City's contingency in the amount of \$700,000 for a total appropriation of \$5,764,684.90. 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. Marion Pugh Construction Vendor Signed Contract
2. Marion Pugh Construction Project Location Map
3. Marion Pugh Construction Project Respondents & Summarized Bid Tabs

7.5. Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Professional Trash Valet, LLC dba Brazos Valley Trash Valet & Recycling for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher

Attachments: 1. 26300126--AD_Vendor Signed

7.6. Presentation, discussion, and possible action on a construction contract with Norman Construction Services, LLC for State Highway 6 Utility Relocation Bid Package 1 in the amount of \$4,021,344 plus the City's contingency in the amount of \$750,000 for a total appropriation of \$4,771,344. 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. SH6 Utilities Contract 26300186 - Vendor Signed
2. SH6 Utility Relocates Map University to Graham
3. SH6 Utilities Bid Tab Summary & List of Respondents

7.7. Presentation, discussion, and possible action on a professional services contract with Binkley & Barfield | DCCM the amount of \$975,907 for professional services for the Rock Prairie Rehabilitation Project.

Sponsors: Jennifer Cain

Attachments: 1. Rock Prairie Design Contract - Vendor Signed
2. Rock Prairie Design Contract RFQ 25-092 list of respondents
3. Rock Prairie Design ST2400 Location Map

- 7.8. Presentation, discussion, and possible action on the purchase of a commercial pre-manufactured restroom building from RFL/CorWorth for the Lincoln Center Area Improvements Project in the amount of \$304,934 plus the City's contingency in the amount of \$30,493.40 for a total appropriation of \$335,427.40. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Sponsors: Jennifer Cain, Brett Cast

Attachments: 1. Lincoln Center RR Location Map
2. Lincoln Center RR List of Responding firms
3. Purchase Order 26200XXX_example
4. Lincoln Center RR W202STDF Quote 091825

- 7.9. Presentation, discussion, and possible action on a construction contract with Larry Young Paving, Inc. for the installation of fiber optic cabling to six traffic signal locations in the amount of \$499,382.50, plus the City's contingency in the amount of \$49,938 for a total appropriation of \$549,320.50. 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. Traffic Signal Fiber Construction Bid Submittal
2. Traffic Signal Fiber Expansion map
3. Traffic Signal Fiber Construction List of responders
4. Traffic Signal Fiber Construction Summarized Bid Tab
5. Traffic Signal Fiber Contract - Vendor Signed

- 7.10. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Brazos Transit District in the amount of \$334,000.

Sponsors: Ross Brady

Attachments: 1. 25300514 - BT-D-CS Funding Agreement 24-25 AL

- 7.11. Presentation, discussion, and possible action on the sale of approximately 50,000 tons of surplus mixed aggregate millings from city property to Larry Young Paving, Inc., who submitted the highest unit purchase price of \$6.50 per ton, for a total selling price of \$325,000.

Sponsors: Emily Fisher

Attachments: 1. 26-011 Tabulation Final
2. Bid & Specifications

- 7.12. Presentation, discussion, and possible action on a sponsorship agreement with the Houston Livestock Show and Rodeo in the amount of \$180,000.

Sponsors: Jeremiah Cook

Attachments: 1. Sponsorship Agreement
2. Houston Livestock Show and Rodeo Partnership Overview
3. Houston Livestock Show and Rodeo Pitch Deck

- 7.13. Presentation, discussion and possible action to purchase two-way mobile and portable radio replacements from Motorola Solutions in the amount not to exceed \$4,119,687.86.

Sponsors: Sam Rivera

Attachments: 1. MSI Quote-3155997-1 - Fire Department Replacement Radios
2. MSI Quote-3152868-1 Police Department Replacement Radios

3. MSI Quote-3151858-1 - Public Works Replacement Radios
4. City of College Station 1 Year APX NEXT SmartLocate and SmartMapping Add On Quote 3356356 2025-2026 (1)

7.14. Presentation, discussion, and possible action on a Design Contract with Pendulum Studio, in the amount of \$116,950 for survey and geotechnical work related to the Baseball Field at Midtown Project.

Sponsors: Jennifer Cain

- Attachments:
1. Baseball at Midtown Park Predevelopment Study - Survey and Geotech Proposal
 2. Baseball at Midtown Design Contract - 26300199 - Vendor Signed

7.15. Presentation, discussion, and possible action on bid awards for underground electric distribution materials to KBS Electrical Distributors, Inc. in the amount of \$103,386.69 and Techline, Inc. in the amount of \$186,046 for a total amount of \$288,643.69 required for the Northwest Substation feeders and for relocating electric facilities to accommodate the TxDOT SH 6 widening project.

Sponsors: Glenn Gavit

- Attachments:
1. 26-019 Bid Tab ELE URD Materials

7.16. Presentation, discussion, and possible action on approval of Change Order No. 1 with KBS Electrical Distributors, Inc., for transmission poles in the amount of \$76,114 for a new total purchase order amount of \$894,199.60.

Sponsors: Glenn Gavit

- Attachments:
1. 24200600CO1 KBS Steel Trans Poles

7.17. Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.

Sponsors: Carol Cotter

- Attachments:
1. Impact Fee Semi-Annual Report
 2. Future Land Use Map (from FNI Report)
 3. Service Area Maps -Water, Wastewater and Roadway
 4. Status of Impact Fee CIP - Water, Wastewater and Roadway

7.18. Presentation, discussion, and possible action amending the terms of the Council Legislative Engagement Committee from one-year terms to two-year terms and repealing Resolution No. 02-13-25-7.5, which established one-year terms.

Sponsors: Ross Brady

- Attachments:
1. Council Legislative Engagement Committee Resolution - 2 Year Terms

7.19. Presentation, discussion, and possible action regarding adoption of a resolution consenting to the issuance of bonds by the Brazos County Municipal Utility District No. 1, Series 2026 in an amount not to exceed \$7,375,000 for water improvements (the "Bonds"). The amount is the third installment of the \$104,060,000 bonds voted at an election held in the District on November 5, 2019.

Sponsors: Mary Ellen Leonard

- Attachments:
1. 2026 Road - City Resolution Approving Bonds 1 (002)
 2. 2026 Road - Bond Resolution 1
 3. Brazos County MUD 1 POS - V2
 4. 251104 Rd BI3 BCMUD1
 5. BCMUD 1 - Roads Series 2026 - Preliminary Debt Service Schedule (11.11.25)
 6. BCMUD 1 - Roads Series 2026 - No Growth Cash Flow (10.01.25)

7. BCMUD 1 Timetable (11.18.25)

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 boundaries from PDD Planned Development District to PDD Planned Development District to amend the concept plan on approximately 2.6 acres generally located at the terminus of Castle Rock Parkway.

Sponsors: Garrett Segraves

Attachments:

1. Aerial and Small Area Map
2. Background Information
3. Applicant's Supporting Information
4. Existing Concept Plan
5. Proposed Concept Plan
6. Meritorious Modifications and Community Benefit
7. Ordinance

- 8.2. Presentation, discussion, and possible action on the election of Mayor Pro Tempore.

Sponsors: Tanya Smith

Attachments: None

- 8.3. Presentation, discussion, and possible action regarding the appointment of Councilmembers to boards and commissions.

Sponsors: Tanya Smith

Attachments: 1. 2026-2027 Council Appointed Reps

- 8.4. Presentation, discussion, and possible action regarding the Midtown area baseball complex project.

Sponsors: Michael Ostrowski

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 December 4, 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."

December 11, 2025
Item No. 7.1.
November 24th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• November 24, 2025 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM112425 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
NOVEMBER 24, 2025

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

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

City Staff:

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

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on November 24, 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, §551.074-Personnel, §551.076-Security and §551.086-Competitive Matters, and the College Station City Council convened into Executive Session at 4:00 p.m. on November 24, 2025, to continue discussing matters pertaining to:

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

- 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

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

- City Manager
- City Judge
- Internal Auditor

- City Attorney
- City Secretary
- Council Self-Evaluation

2.3. 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:

- Security Related to City Hall and Council Chambers.

2.4. Deliberation on a competitive matter as that term is defined in Gov't Code Section 552.133; to wit:

- Power Supply

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 6:00 p.m.

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

Invocation given by Captain John Kimbrough, College Station Fire Department.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming November 2025 as "Lung Cancer Awareness Month."

Mayor Nichols presented a proclamation to Anish Senthil declaring November 2025 as "Lung Cancer Awareness Month."

6. Hear Visitors Comments.

Ellen Fuller, College Station, expressed gratitude to the Parks and Rec Department for supporting Wreaths Across America (WAA) Brazos Valley since 2015. She mentioned that the department has helped with the annual WAA Ceremony at Aggie Field of Honor Chapel and with placing flags on veterans' graves for Memorial Day and Veterans Day. Additionally, their support was crucial for "The Wall That Helps-Aggieland" event at Veterans Park in 2023, marking the 50th anniversary of the end of the Vietnam War. Mrs. Fuller stated in appreciation, WAA Brazos Valley is donating 3" by 3" medallions with QR codes for "Find A Grave" to help locate loved ones in both City Cemeteries.

Neo Jang, College Station, emphasized that children are a reflection of urban health. With nearly 20% of the population under 18, updating the active transportation master plan to ensure safe routes for walking, biking, or rolling will benefit everyone, including parents with strollers, seniors, and people with disabilities. Mr. Jang noted that safer crossings, continuous sidewalks, and protected bikeways improve access between neighborhoods, parks, and schools. Prioritizing youth mobility in the master plan supports long-term benefits and addresses community needs.

Cy Williams, College Station, addressed the Council on parking issues in his neighborhood caused by parents from surrounding areas picking up their children. He stated that these individuals, not neighborhood residents, created daily congestion and safety concerns. Although he supports the restrictions placed for public safety, he requested a policy variance allowing residents to obtain permits to park in front of their homes without frequently moving their vehicles or being ticketed.

7. CONSENT ITEMS

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

Items (7.4), (7.5) and (7.8) were pulled for clarification.

(7.4) Emily Fisher, Public Works Director, explained that the item is for temporarily reducing the speed on State Highway 6 and its frontage roads during upcoming construction. The state mandates access control and sets permanent speed limits, but cities can set temporary ones to accommodate work and safety. The goal is to enhance safety by lowering the speed limit. TXDOT recommended reducing the highway speed limit to 60 mph and the frontage road speed limit to 40-45 mph.

(7.5) Gene Ballew, Parks Assistant Director, stated that the park upgrades involve both routine replacements and minor improvements. The current priority is replacing aging playgrounds at Castlegate Park, Mary Oaks Park, and Southern Oaks Park, due to their high usage and age. Additionally, several other playgrounds are scheduled for replacement next year. The objective is to commence the next phase early in 2026, with each replacement project expected to take approximately four to five months.

(7.8) Sean Beatty, Police Department, explained that the department's current bomb robot is 18 years old, worn out, and replacement parts are no longer available, necessitating the manufacturing of special parts. The new robot significantly enhances our capabilities by allowing bomb technicians to approach devices without direct contact, thanks to an articulating claw arm capable of reaching behind doors and performing complex movements. Additionally, the new robot features six high-grade cameras for improved manipulation and observation. It also integrates with an X-ray machine, enabling the departments to take photos without directly handling objects. This upgrade will serve an 8-county region and will be utilized in collaboration with other bomb units.

Mayor opened for Citizen Comments on Consent Item 7.6

Robert Rose, College Station, urged the Council to act promptly to avoid worsening problems with the water supply. He suggested starting surface water and reclaimed water projects, implementing xeriscaping for new developments and incentivizing existing ones, and introducing cool roof requirements. Mr. Rose noted that the top engineering school near College Station has the potential to lead these efforts.

Nicole Gallucci, College Station, emphasized prioritizing immediate action over speculation on water shortages. With the recent lawsuit settlement involving College Station, Bryan, and A&M, a local and statewide water crisis is evident. She suggested commissioning a study to identify effective policies and programs for addressing the shortage now and in the future. Additionally, she proposed selecting three projects to begin in 2026, focusing on actionable strategies rather than future predictions to ensure responsible fund usage.

Citizen Comments for Consent Item 7.6 was closed.

(7.6) Stephen Maldonado, Assistant Water Director, explained the study's goal to address future water issues by exploring solutions now. He stated that staff provide frequent updates on annual water usage, highlighting a decrease in per capita use despite population growth. They also monitor reuse programs,

new projects, and have added three new wells. This effort combines both regulatory and physical water management, with regular departmental updates.

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

- **November 13, 2025 Council Meeting**

7.2. Presentation, discussion, and possible action on a contract with Utility Restoration Services, Inc. for Annual Padmount Equipment Repair and Restoration in the amount of \$499,803.52.

7.3. Presentation, discussion, and possible action on the first reading of a franchise agreement with Professional Trash Valet, LLC DBA Brazos Valley Trash Valet & Recycling for the collection of recyclables from commercial businesses and multi-family locations.

7.4. Presentation, discussion, and possible action regarding Ordinance No. 2025-4648 temporarily amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1013 "Traffic Schedule XIII, Temporary Speed Limits," of the Code of Ordinances of the City of College Station, Texas regarding the speed limits on State Highway 6 and frontage roads.

7.5. Presentation, discussion, and possible action on a construction contract with The Playwell Group, Inc. and PlayWorks, Inc. for the demo and installation of three playgrounds at Castlegate Park, Merry Oaks Park, and Southern Oaks Park in the amount of \$546,591.95 plus the City's contingency in the amount of \$54,659.19 for a total appropriation of \$601,251.14

7.6. Presentation, discussion, and possible action on approval of a cost-sharing Interlocal Agreement with Texas A&M University System (TAMUS), the City of College Station (COCS), the City of Bryan (COB), and the Brazos Valley Groundwater Conservation District (BVGCD) to jointly fund a socioeconomic study assessing the impacts of various Desired Future Condition (DFC) scenarios on the communities and economies of Brazos and Robertson counties, in support of balanced water management and sustainability. College Station's twenty-five percent share of the total study cost will be \$46,300.

7.7. Presentation, discussion, and possible action on a construction contract with Zone Industries for the repair of a failed final clarifier at the Carters Creek Wastewater Treatment Plant, in the amount of \$130,000 plus a City contingency of \$13,000 for a total appropriation of \$143,000. Approval of this item authorizes the City Manager to approve project expenditures up to the contingency amount.

7.8. Presentation, discussion, and possible action to authorize the purchase of the Andros Spartan Bomb Robot in the amount of \$335,138 from Peraton Remotec for the College Station Police Department Bomb Squad.

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

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action regarding the 2024 Incentive Compliance Report by the Greater Brazos Partnership.

Brian Piscacek, Economic Development Assistant Director, stated that this item is the annual presentation on project compliance from the Greater Brazos Partnership (GBP). GBP staff, along with representatives of Ryan, LLC, a Texas-based tax services and consulting firm, will be present to provide the report.

Nicholas LaColla, Representative of Ryan, LLC, presented the compliance report for 2024 with the Greater Brazos Partnership, stating that Fujifilm is the only active agreement. The report indicated that the Fujifilm is in compliance and the agreement was amended to add \$30 million in capital investments and require 150 new full-time jobs with an average salary of \$80,000, with compliance monitoring to begin in 2028.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to approve the 2024 Incentive Compliance Report by the Greater Brazos Partnership. The motion carried unanimously.

8.2. Presentation, discussion, and possible action on the Family Definition and Shared Housing.

Anthony Armstrong, Planning and Development Director, stated that the City Council updated the definition of "family" in the Unified Development Ordinance (UDO) due to Senate Bill 1567, which restricts mentioning familial status. At the September 11th, 2025 meeting, Council requested a future agenda item to address citizen concerns about these changes. Additionally, the definition of "Shared Housing" has been unenforceable since September 1st because it mentions familial status. This item discussed potential updates to both definitions for enforcement purposes.

Current Definition and Alternatives:

- **Family:** A family is any number of persons occupying a single dwelling unit. *The term family shall not be construed to mean a club, a lodge, or a fraternity or sorority house.*
- **Functional Family**
 - Privacy Model
 - Current definition aligns with this model
 - Character Model
 - Not allowed under SB 1567
 - Density Model
 - No need to define family
- **Intentional Community**
- **Single House Keeping Unit**
- **Household (unit)**



Shared Housing

Shared Housing: A residential dwelling unit providing complete, independent living facilities designed to **exceed occupancy levels of more than one (1) family**. Such use may be identified and differentiated from other residential uses by considering a combination of structure or property characteristics that may be used to **increase occupancy to more than one (1) family**, such as:

- (1) A residential dwelling unit containing more than four (4) bedrooms or able to house more than four (4) people using other rooms such as dens, offices, game rooms, or similar spaces that have the potential to be used for sleeping purposes in accordance with the International Residential Code (IRC) definition of habitable space, as adopted;
- (2) A residential dwelling unit containing a similar bedroom-to-bathroom parity in excess of four (4);
- (3) A residential dwelling unit containing a high quantity of bathrooms, usually in excess of four (4), of which most can only be accessed through a bedroom or other room such as a den, office, game room, or similar space;
- (4) A residential dwelling unit that is in excess of one (1) story for the purpose of limiting the building footprint on the lot to meet impervious cover requirements;
- (5) The property where the residential dwelling unit is located does not contain a garage, or if it contains a garage, can support additional living space; and/or
- (6) The property where the residential dwelling unit is located contains a parking area that will allow parking in excess of four (4) vehicles.



Additional Physical Limitations

- State law and Building code follow IPMC – 70sf for 1 person bedrooms or 50sf per person in a bedroom. State Law caps at 3 people allowed per bedroom. (150sf bedroom min.)
- Potential additions to Shared Housing Definition:
 - Absent Master Bedroom
 - Remove Impervious Cover relief option
 - Give additional power to Administrator - would include appeal option
 - Classify shared housing as Congregate Living Facilities (Fire Sprinkling req.)
 - Additional parking required when no garage
 - Council ideas/discussion?



Mayor Nichols opened for Citizen Comments.

Fred Dupriest, College Station, stated that the way he reads SB1567 the city can use the word marriage, children related, blood related, or any combination of those words to define a family but cannot use that definition of family to limit the number of occupants. He suggested adopting definition of family as “A family is any number of persons occupying a single dwelling unit, including, but not limited to those related by blood, marriage, adoption, or guardianship.”

There being no further comments, Citizen Comments was closed.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember McIlhaney, the City Council voted five (5) for and two (2) opposed, with Mayor Nichols and Councilmember Smith voting against, to approve a definition given and refining it closer to Housing and Urban Development: “A family is defined as any number of individuals occupying a single dwelling unit, including but not limited to those related by blood, marriage, adoption, guardianship, or dependency.” The motion carried unanimously.

8.3. Presentation, discussion, and possible action on an update on drainage.

Emily Fisher, Public Works Director, emphasized that the city encompasses numerous watersheds, with Bee Creek Watershed being one of the largest within the city limits. Bee Creek originates near Aggie Park and flows to Carters Creek, incorporating tributaries from densely developed areas such as Southwood Valley. Emerald Forest is notably affected by Bee Creek, where the floodway is depicted in dark blue on FEMA floodplain panels and the 100-year floodplain in light blue. She stated that the original meandering path of Bee Creek was modified in the early '90s with the creation of a more defined diversion channel.

Mrs. Fisher explained that although the city has limited access to certain easements, the Council approved funding to remove blockages identified along Bee Creek and this work is anticipated to commence at the start of the year. The Rosewood Channel, also referred to as Bee Creek Tributary 2, extends from Sybesta Road behind residential properties to Bee Creek, passing beneath Emerald Parkway. It exists within a 40-foot drainage easement but has been integrated into residential backyards, with various enhancements made by homeowners. Recent developments near the pavilion and Corsair now divert drainage towards a regional detention pond rather than the Southeast Channel. Storm sewers at new construction sites redirect rainwater to this pond, although sandbags currently guide it to the Rosewood Channel during construction.

**SPECIAL REVENUE FUNDS
CAPITAL IMPROVEMENT PROJECTS**

		BUDGET APPROPRIATIONS			ACTUALS	PROJECTED EXPENDITURES							
		PROJECT #	TOTAL BUDGET	THROUGH FY25	FY26	THROUGH FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31
DRAINAGE UTILITY FUND (3912)													
*	MINOR DRAINAGE IMPROVEMENTS	SD1701	300,000		300,000	530,585	300,000	300,000	300,000	300,000	300,000	300,000	300,000
**	CULVERT @ MILLIFF/REDMOND	SD1604	2,351,500	2,351,500	-	135,032	1,000,000	189,000	-	-	-	-	-
	FUTURE DRAINAGE IMPROVEMENTS	SD2400	750,000		750,000	-	-	750,000	-	-	-	-	-
	BEE CREEK DRAINAGE IMPROVEMENTS	SDTBD	740,000		740,000	-	-	740,000	-	-	-	-	-
CAPITAL PROJECTS SUBTOTAL					\$ 3,379,046	\$ 1,790,000	\$ 698,350	\$ 2,027,126	\$ 1,979,000	\$ 300,000	\$ 539,000	\$ 300,000	\$ 300,000

* This project is budgeted at \$300,000 annually.
** Approved appropriations carried over from a prior fiscal year.

Other Considerations

- Complete Bee Creek work
- CDBG-MIT Flood Hazard Assessment
- Funding for an additional flood study
- State Flood Plan participation – future grant opportunities
- Update Drainage Master Plan

Mayor Nichols opened for Citizen Comments.

David Higdon, College Station, raised concerns about the Bee Creek watershed affecting Emerald Forest, especially with potential runoff increase from the Highway 6 expansion. He also has concerns about the new College Station Independent School District administrative offices on Sebesta Road may worsen water drainage issues in Emerald Forest. Discussions with staff have focused on clearing the existing detention pond but are complicated by unclear ownership after the Property Owners Association dissolved. Mr. Higdon noted that new developments would likely need more detention

ponds due to increased concrete surfaces and he urged the Council to prioritize drainage issues and collaborate with Emerald Forest residents for citywide benefit.

Cheryl Wenck, College Station, stated that the Bee Creek drainage floodplain is an issue that affects the entire city, not just the Emerald Forest area. She notes that upstream developments from Texas Avenue to Highway 6 contribute additional water without adequate detention measures, which increases creek flow. Mrs. Wenck also believes that nearby developments east of Highway 6 also suffer from insufficient detention, with six new projects depending on inadequate ponds, including those located behind HEB, near Walmart, and at the new CSISD facility.

There being no further comments, Citizen Comments was closed.

The Council directed staff to prioritize improvements around the channel along Rosewood to address concerns from Emerald Forest residents.

8.4. Presentation, discussion, and possible action regarding recommendations of the Housing Plan Advisory Committee to implement the Housing Action Plan.

David Brower, Community Development Administrator, announced that the Council adopted the Housing Action Plan as an amendment to the Comprehensive Plan on September 26, 2024. The Plan aims to increase housing unit production and preserve affordable housing. The Housing Plan Advisory Committee met regularly since April 2025 to review conditions and make recommendations.

HPAC Recommendation One

Goal 1. Strategy 1. Action 1.

Proactively rezone priority areas for townhome and middle housing options specifically to encourage homeownership

- Set limits that enable growth toward target development goals
- Prioritize rezonings near key activity centers and corridors
- Direct growth where infrastructure can adequately serve it

HPAC Recommendation Two

Goal 1. Strategy 1. Action 3.

Reduce or waive fees based on how much of the development is dedicated to affordable housing

- Define affordable housing as units rented or sold at below-market rate and restricted to low-and moderate-income households

HPAC Recommendation Three

Goal 1. Strategy 1. Action 3.

Investigate a tiered system for fees, reduce or waive fees for smaller square footage to incentivize new / future development.

- Investigate impact on the budget from reduced or waived fees
- What would the offset from new development be?
- How much new development would offset not having impact fees

Committee Chair Jerilyn Nolan reported that since April, the committee has been meeting monthly to develop strategies for increasing affordable housing. They aim to serve essential workers, young families, single-parent households, and retirees on fixed incomes. Currently, there is a gap between housing costs and household incomes in College Station. In October, the median home price was \$320,000 but the median income for a three-person household was \$79,687, requiring an income of

\$98,695 to afford such a home. The committee seeks realistic methods to incorporate more affordable housing without drastic measures, focusing on incentives for builders and developers to include affordable options.

Mayor Nichols opened for Citizen Comments.

Stephen Grove, College Station, is with Sytlecraft builders and thanked the Council for discussing the Midtown project, which offers homes starting at \$230,000 and he considers to be an affordability success. He supports forming a committee and working with the city to find solutions and suggested that reducing land and lot requirements and lowering fees would help lower home prices. He expressed enthusiasm for working with the city to explore policy changes and incentives that could support more affordable housing developments.

There being no further comments, Citizen Comments was closed.

The Council directed staff to staff to move forward with all three Housing Plan Advisory recommendations.

Mayor Nichols recessed the meeting at 9:22 p.m.

The meeting was reconvened at 9:29p.m.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4649 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 GC General Commercial to T Townhouse for approximately 0.0175 acres generally located east of the intersection of Holleman Drive South and Cain Road.

Jeff Howell, Planning and Development, explained that the request is to rezone 0.0175 acres east of Holleman Drive South and Cain Road from GC General Commercial to T Townhouse. The area includes an un-platted property and part of a common area platted in October 2024 as Barracks West Phase 1 subdivision. Originally rezoned to GC in 2025, this request aims to extend townhouse zoning by 7 feet for uniform standards in the proposed development. The change seeks to increase housing and residential density and permits townhome development meeting district setback requirements.

This item was heard at the November 6th Planning and Zoning Commission meeting where the Commission voted 6-0 to recommend approval.

At approximately 9:30 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 9:30 p.m.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember McIlhaney, the City Council voted seven (7) for and nine (0) opposed, to adopt Ordinance No. 2025-4649, 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 GC General Commercial to T Townhouse for

approximately 0.0175 acres generally located east of the intersection of Holleman Drive South and Cain Road. The motion carried unanimously.

9.2. Public Hearing, presentation, discussion, and possible action regarding an Ordinance amending Appendix A, Unified Development Ordinance, Article 3 “Development Review Procedures”, Section 3.5 “Concept Plans (P-MUD and PDD Districts)” of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to requirements, concept plans, and community benefits for PDD Planned Development Districts.

Jeff Howell from Planning and Development explained that the proposed amendment to the Unified Development Ordinance impacts all new PDD Planned Development Districts. The amendment aims to:

- Set minimum standards for each PDD; and
- Include selective community benefits standards; and
- Differentiate requirements for larger and smaller PDD areas; and
- Provide more predictability and clarity; and
- Detail elements for minor modifications.

Concept Plan Modifications

→ Less than 20 acres

- Building square footage of 10% or 2500 sqft
- Arrangement and number buildings
- Change to setbacks or modifications
- Building height by 10%
- Substantial arrangement of streets, parking, drive aisles
- Reduce common open spaces
- Additional grading in conservation area

→ More than 20 acres

- Do not change arrangement of zoning
- Meritorious modifications

Section	Request	Reason for amendment
3.5.J.	Additional elements for minor modifications	Provide predictability and clarification as to what is included as minor. Currently the definition is very broad.
	Differentiation for larger PDD Areas (Over 20 acres).	Allow for modifications to larger PDD areas that may be more general in nature.

The Planning and Zoning Commission discussed this in a June 2024 workshop and requested further feedback. An in-person meeting in July 2024 and a virtual meeting in August 2024 included stakeholders who have applied for PDD rezoning in the past decade. Modifications were made based on feedback, and after consulting with the City Attorney’s Office, incorporated into the Unified Development Ordinance.

This item was heard at the November 6th Planning and Zoning Commission meeting where the Commission voted 6-0 to recommend approval.

At approximately 9:40 p.m., Mayor Nichols opened the Public Hearing.

Veronica Morgan, College Station, spoke to the Council about needing more time to review the presented ordinance. She has concerns, especially regarding how the ordinance might penalize smaller sites. Mrs. Morgan emphasized the importance of small sites for infill development and neighborhood agreements, suggesting a revision of the point system that seems unfairly difficult for small sites. She urged the Council to allow discussions with staff to reach a consensus on the ordinance.

There being no further comments, the Public Hearing was closed at 9:49 p.m.

The City Council directed staff to bring the item back to the Council after staff has had a period of engagement with stakeholders and re-presented the item to the Planning and Zoning Commission.

9.3. Presentation, discussion, and possible action regarding an amendment to the on-street parking removal policy and guidelines to establish minimum street pavement widths for on-street parking.

Jennifer Prochazka, Assistant City Manager, stated that on October 23, 2025, the Council directed staff to evaluate design standards to address neighborhood parking issues and ensure access for emergency and public service vehicles in Southside. To improve public services while considering street widths and needs, the recommendations for local residential streets are:

- Under 27' wide: Remove on-street parking.
- 27' to 32' wide: Remove on-street parking on one side.
- 32' to 38' wide: Allow on-street parking on both sides.
- Over 38' wide: These are Collector roads and may require bicycle facilities; on-street parking may be removed.
- Less than 38' wide but designated as a Collector road: May require bicycle facilities; on-street parking may be removed.

These standards align with those for new single-family neighborhoods in College Station. Staff recommend adopting them as guidelines for addressing parking removal in existing residential areas when needed.

Mayor Nichols opened for Citizen Comments.

Lloyd Davis of College Station proposed a city-wide plan for bike lanes, routes, sidewalks, shared-use paths, and access to schools. He suggested that streets must allow double-sided parking plus emergency or sanitation vehicles; otherwise, double-sided parking is prohibited, including near A&M. It is his recommendation that the city collaborate with Texas A&M and other local stakeholders on options like remote parking with bus service (Park & Ride) or bike racks (Park & Pedal). Additionally, the city should assess campus parking demand and work to increase affordable student housing on and off campus.

Ainsleigh Broadwell, Student Government Association (SGA), addressed the Council about the absence of a park and ride system for Texas A&M in College Station. This forces off-campus students to buy expensive parking permits or park in neighborhoods, impacting residents and safety. SGA proposes using existing sites like Post Oak Mall and the International Leadership Academy for a quick, low-cost solution. The SGA endorses collaboration between Texas A&M, College Station, and Bryan to develop this option and plan long-term transit and housing strategies.

Fred Dupriest, College Station, came before Council to provide Southside NCO preliminary parking recommendations: 1) Eliminate street parking on curb-less streets; 2) Reassess safety of parking on Fairview in proposed bicycle/pedestrian plan; and 3) Adopt a philosophical expectation that the city is not responsible for guaranteeing parking to commercial investors that can provide it to their (residents) customers.

There being no further comments, Citizen Comments was closed.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to approve an amendment to the on-street parking removal policy and guidelines to establish minimum street pavement widths for on-street parking. 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.

Nothing to report.

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 IGC Meeting.

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

Councilmember Yancy requested a Workshop Item on Towing Policy and City Practices.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 11:03 p.m. on Monday, November 24, 2025.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

December 11, 2025
Item No. 7.2.
2026 Annual Council Calendar

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC:

Agenda Caption: Presentation, discussion, and possible action regarding adoption of the 2026 Annual Council Calendar.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends adoption of the Annual Calendar.

Summary: The schedule lists the 2nd and 4th Thursdays for the 2026 Council Meeting. Alternate dates will be provided by the Council if scheduling conflicts should arise.

Budget & Financial Summary: None

Attachments:

1. 2026 Draft Council Meeting Calendar
2. 2026 Draft Council Meetings and Holidays-Year at a glance

DRAFT (Subject to Change)
2026 CITY COUNCIL MEETING SCHEDULE

Council Meetings

Thursday, January 8, 2026
Thursday, January 22, 2026

Thursday, July 9, 2026
Thursday, July 23, 2026

Thursday, February 12, 2026
Thursday, February 26, 2026

Thursday, August 13, 2026 *(possible conflict)*
Thursday, August 27, 2026

Thursday, March 12, 2026
Thursday, March 26, 2026

Thursday, September 10, 2026
Thursday, September 24, 2026

Thursday, April 9, 2026
Thursday, April 23, 2026

Thursday, October 8, 2026
Thursday, October 22, 2026

Thursday, May 14, 2026 *(Possible Conflicts)*
Thursday, May 28, 2026

Thursday, November 12, 2026 *(possible conflict)*
Monday, November 23, 2026

Thursday, June 11, 2026
Thursday, June 25, 2026

Thursday, December 10, 2026

2026 Special:

February 16-17 Council Retreat

2026 Events:

March 5-6	TML Midyear Conference	Sugarland
May <i>TBD</i>	(Tentative) Chamber Washington Trip	Washington <i>(possible conflict)</i>
May 19-22	ITGA Annual Conference (Texas A&M University)	College Station
July 30-31	TML TAMCC Newly Elected City Officials' Orientation	San Antonio
August 13-14	TML TAMCC Newly Elected City Officials' Orientation	Round Rock <i>(possible conflict)</i>
Nov. 11-13	TML Annual Conference and Exhibition	San Antonio <i>(possible conflict)</i>

2026 Budget Meetings:

July 6 (Monday)	Tentative Special Meeting to Call a Budget Public Hearing
July 13-15	Tentative Council Budget Workshops
July 23	Budget Public Hearing (Regular Council Meeting)
August 13	Call Public Hearing on Tax Rate (Regular Council Meeting)
August 27	Budget and Tax Rate Adoption (Regular Council Meeting)

(DRAFT) 2026 COUNCIL CALENDAR

- 1 New Year's Day
(City Offices Closed)
8 Council Meeting
19 M.L. King Jr. Day
(City Offices Closed)
22 Council Meeting

JANUARY						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JULY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 3 Independence Day
(City offices closed)
6 Tentative Special Mtg
Calling Budget Public Hrg
9 Council Meeting
13-15 Budget Workshops
30-31 TML TAMCC Newly
Elected City Officials'
Orientation
23 Council Meeting

- 12 Council Meeting
16-17 Council Retreat
26 Council Meeting

FEBRUARY						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

AUGUST						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 13 Council Meeting
13-14 TML TAMCC Newly
Elected City Officials'
Orientation (**Conflict**)
27 Council Meeting

- 5-6 TML Midyear Conference
12 Council Meeting
26 Council Meeting

MARCH						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- 7 Labor Day
(City Offices Closed)
10 Council Meeting
24 Council Meeting

- 3 Good Friday
(City Offices Closed)
9 Council Meeting
23 Council Meeting

APRIL						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 8 Council Meeting
22 Council Meeting

- Chamber Washington
(**Conflict**)
14 Council Meeting
25 Memorial Day
(City offices closed)
28 Council Meeting
19-22 ITGA Conference

MAY						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- 11-13 TML Annual Conference
(**Conflict**)
12 Council Meeting
23 Council Meeting
26-27 Thanksgiving
(City Offices closed)

- 11 Council Meeting
19 Juneteenth
(City Offices Closed)
25 Council Meeting

JUNE						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- 10 Council Meeting
24-31 Christmas Holiday's
(City Offices Closed &
January 1, 2027)

Blue=Regular Council Dates

Pink = Office Closed

Peach=Council Conferences

December 11, 2025
Item No. 7.3.
Brazos Appraisal District Board of Directors Voting Resolution

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution casting a vote for a member of the Board of Directors for the Brazos Central Appraisal District Board of Directors.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommend approval of Resolution.

Summary: During the November 13, 2025 Council Meeting, Council renominated Susan M. Pesl to serve on the Board of Directors of the Appraisal District by resolution. Nominations must submit the names of the nominees by written resolution to the Chief Appraiser before November 20th. Staff, submitted the resolution for the nomination on November 13, 2025.

Now, the Council must approve a resolution casting their vote for Susan M. Pesl. The candidates receiving the largest cumulative votes will be the appointed members of the Brazos CAD Board of Directors. Once all votes have been calculated, the results will be submitted to the governing body of each taxing unit and to the prospective members before December 31, 2025.

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 voting taxing unit may nominate one candidate for each position to be filled. There are five (5) seats to be filled for a term beginning January 1, 2025. Therefore, your taxing unit may nominate from one to five candidates.

Budget & Financial Summary: N/A

Attachments:

1. Ballot Letter
2. CS Voting Resolution Brazos Appraisal District



Dana Horton
Chief Appraiser
Phone (979) 774-4100
Fax (979) 774-4196

November 26, 2025

To all Voting Taxing Jurisdictions for the Brazos Central Appraisal District:

Enclosed please find the Official Ballot for your jurisdiction's votes for the Brazos Central Appraisal District Board of Directors for a **four-year term** beginning January 1, 2026. A governing body may cast all votes for one candidate or distribute them among candidates.

The Texas Property Tax Code, Section 6.03(k-1) states the governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted. Please have all resolutions returned by December 17, 2025.

The candidates receiving the largest cumulative votes will be the appointed members for the Brazos CAD Board of Directors. Once all votes have been calculated, the results will be submitted to the governing body of each taxing unit and to the prospective members before December 31, 2025.

As this process is new to us all, please feel free to contact me with any questions. I may be reached at 979-774-4100 ext. 107 or dhorton@brazoscad.org.

Sincerely,

Dana Horton, RPA, CCA
Chief Appraiser
Brazos Central Appraisal

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CASTING ITS VOTE FOR A MEMBER OF THE BOARD OF DIRECTORS OF THE BRAZOS CENTRAL APPRAISAL DISTRICT, BRAZOS COUNTY, TEXAS, ACCORDING TO TEXAS TAX CODE SECTIONS 6.03 AND 6.0301 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of College Station approved a resolution nominating Susan Pesl for membership on the Board of Directors of the Brazos Central Appraisal District, Brazos County (District); and

WHEREAS, The Chief Appraiser has prepared and provided a ballot with a list of qualified candidates for the City of College Station's consideration; and

WHEREAS, The City of College Station is entitled to vote for members of the District's Board of Directors and desires to vote for qualified candidate(s) for Board positions to be filled; and

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

PART 1: That the City Council of the City of College Station, Brazos County, Texas, votes in accordance with the attached ballot in Exhibit A for Susan Pesl for membership on the Board of Directors of the Brazos Central Appraisal District, Brazos County.

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, no later than the third day after its adoption.

PART 3: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 11th day of December, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

Dana Horton
Chief Appraiser
Phone (979) 774-4100
Fax (979) 774-4196

***BRAZOS CENTRAL APPRAISAL DISTRICT
SELECTION OF APPOINTED BOARD MEMBERS
EFFECTIVE JANUARY 1, 2026***

OFFICIAL BALLOT

Below is an alphabetical listing of the nominees received to date for the two positions available on the Board of Directors for the Brazos Central Appraisal District.

<u>CANDIDATES</u>	<u>VOTE</u>
BRYAN MCGUIRE	_____
RAUL PENDAS	_____
SUSAN PESL	_____

Voting Entitlement Based on 2024 Levy

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

December 11, 2025
Item No. 7.4.
Marion Pugh 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 Brazos Paving, Inc. in the amount of \$5,064,684.90 for construction services for the Marion Pugh Rehabilitation Project, plus the City's contingency in the amount of \$700,000 for a total appropriation of \$5,764,684.90. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The project scope includes rehabilitating Marion Pugh Drive from George Bush Drive to 300' south of Luther Street West and replacing the existing 18" water main from George Bush Drive to the interconnect south of Holleman Drive West.

The City of College Station received four (4) Competitive Sealed Proposals (CSP). After evaluating the proposals, Brazos Paving, Inc. was selected as the most qualified firm.

The project is proposed to begin in January of 2026 and is contracted to take 365 calendar days to complete.

Budget & Financial Summary: A combined budget in the amount of \$9,155,000 is included in the Streets (ST1902), Water (WA2301), and Wastewater (WW2502) Capital Projects Fund. A combined total of \$953,472 has been expended or committed to date, leaving a combined balance of \$8,201,528 for this construction contract and remaining project expenses.

Attachments:

1. Marion Pugh Construction Vendor Signed Contract
2. Marion Pugh Construction Project Location Map
3. Marion Pugh Construction Project Respondents & Summarized Bid Tabs



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300156 PROJECT#: ST1902 WA2301 WW2502 BID/RFP/RFQ#: 26-008

Project Name / Contract Description: Marion Pugh Rehabilitation - Holleman Dr. to George Bush Dr.

Name of Contractor: Brazos Paving Inc.

CONTRACT TOTAL VALUE: \$ 5,064,684.90 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)

Four (4) Competitive Sealed Proposals (CSP) were submitted.

A combined budget in the amount of \$9,155,000 is included in the Streets (ST1902), Water (WA2301), and Wastewater (WW2502) Capital Projects Fund.

A total of \$953,472 has been expended or committed to date, leaving a balance of \$8,201,528 for this construction contract and remaining project expenses.

(If required)*
CRC Approval Date*: N/A Council Approval Date*: 12/11/25 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 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 DATE

MAYOR (if applicable) DATE

N/A DATE

CITY SECRETARY (if applicable) DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

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

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and BRAZOS PAVING INC. (the "Contractor") for the construction and/or installation of the following:
As described in 26-008 Marion Pugh Rehabilitation at Holleman Dr. to George Bush Dr.

1. DEFINITIONS

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

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 Thousand and NO /100 Dollars (\$ 700,000.00).

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: Five Million Sixty-Four Thousand Six Hundred Eighty Four and 90 /100 Dollars (\$ 5,064,684.90).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTRACT DOCUMENTS

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

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

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

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

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

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

3. AWARD OF CONTRACT

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

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

4. CITY'S REPRESENTATIVE

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

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

6. DISORDERLY EMPLOYEES

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

7. HOURS OF WORK

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

8. NATURE OF THE WORK

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

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

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

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

9. POST-AGREEMENT AWARD MEETINGS

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

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

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

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

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

10. PROGRESS OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

12. MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

14. REJECTED WORK

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

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

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

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

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

15. SUBCONTRACTING & SUBCONTRACTORS

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

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

16. PAYMENT

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

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

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

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

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

OR:

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

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

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

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

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

16.09 Unless otherwise provided in the Contract Documents:

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

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

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

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

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

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

17. EXTRA WORK CHARGES

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

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

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

OR:

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

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

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

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

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

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

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

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

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

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

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

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

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

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

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

18. TIME OF COMPLETION

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

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

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

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

19. SUBSTANTIAL COMPLETION

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

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

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

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

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

22. EXTENSIONS OF TIME

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

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

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

23. LIQUIDATED DAMAGES

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

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

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

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

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

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

27. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

27.07 Additional Insured.

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

27.08 Builder's Risk

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

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

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

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

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

employee are required.

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

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

"A. Definitions:

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

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

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

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

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

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

extended.

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

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

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

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

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

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

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

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

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

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

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

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

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

of coverage ends during the duration of the project;

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

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

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

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

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

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

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

28. BOND PROVISIONS

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

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

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

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

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

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

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

29. SURETY

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

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

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

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

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

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

30. COMPLIANCE WITH LAW

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

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

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

31. SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

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

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

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

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

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

34. RELEASE

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

35. PERMITS AND LICENSES

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

36. ROYALTIES AND LICENSING FEES

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

37. BREACH OF CONTRACT & DAMAGES

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

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

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

38. TERMINATION FOR CAUSE

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

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

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

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

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

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

42. TERMINATION CONVERSION

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

43. HIRING

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

44. ASSIGNMENT

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

45. EFFECTIVE DATE

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

46. OTHER TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

List of Exhibits

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

BRAZOS PAVING, INC.

By: Billy Prewitt

Printed Name: Billy Prewitt

Title: Sr. Vice President

Date: 11/19/2025

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

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.

** 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 is 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. B3307227

THE STATE OF TEXAS

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THE COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Brazos Paving, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto The Cincinnati Casualty Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Five Million Sixty-Four Thousand Six Hundred Eighty Four and 90 /100 Dollars (\$ 5,064,684.90) 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 26-008 RFP (CSP) Marion Pugh Rehabilitation - Holleman Dr. to George Bush Dr.

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.

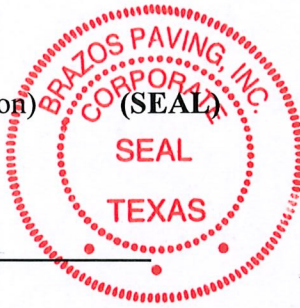
IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

Bond No. B3307227

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation)

WITNESS: (if not a corporation)



By: [Signature]

Name: Billy Prewitt

Title: Sr. V.P.

Date: December 11, 2025

BRAZOS PAVING, INC.

By: [Signature]

Name: Martin Jackson

Title: President

Date: December 11, 2025

FOR THE SURETY:

ATTEST/WITNESS

(SEAL)



By: Stephanie Lucien

Name: Stephanie Lucien

Title: Account Manager

Date: December 11, 2025

The Cincinnati Casualty Company
(Full Name of Surety)

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

By: Randi Meche

Name: Randi Meche

Title: Attorney-in-Fact

Date: December 11, 2025

FOR THE CITY:

REVIEWED:

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

City Attorney

City Manager

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

TEXAS STATUTORY PAYMENT BOND

Bond No. B3307227

THE STATE OF TEXAS

§

§

THE COUNTY OF BRAZOS

§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Brazos Paving, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto The Cincinnati Casualty Company, a corporation organized and existing under the laws of the State of Ohio, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Five Million Sixty-Four Thousand Six Hundred Eighty Four and 90 /100 Dollars (\$ 5,064,684.90) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the 11 day of DECEMBER, 20 25, for 26-008 RFP (CSP) Marion Pugh Rehabilitation - Holleman Dr. to George Bush Dr., 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.

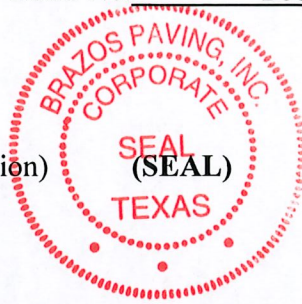
IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

Bond No. B3307227

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation)

WITNESS: (if not a corporation)



By: [Signature]

Name: Billy Prewitt

Title: Sr. V.P.

Date: December 11, 2025

BRAZOS PAVING, INC.

By: [Signature]

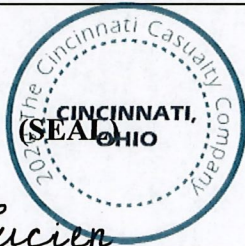
Name: Martin Jackson

Title: President

Date: December 11, 2025

FOR THE SURETY:

ATTEST/WITNESS



By: Stephanie Lucien

Name: Stephanie Lucien

Title: Account Manager

Date: December 11, 2025

The Cincinnati Casualty Company
(Full Name of Surety)

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

By: Randi Meche

Name: Randi Meche

Title: Attorney-in-Fact

Date: December 11, 2025

FOR THE CITY:

REVIEWED:

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

City Attorney

City Manager

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

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

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

of Houston, Texas

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

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

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

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

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

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



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

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



Keith Collett

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

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

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

Given under my hand and seal of said Companies at Fairfield, Ohio, this 11th day of December, 2025.



Ed H

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-635-7521

You may also write to us at:

The Cincinnati Insurance Companies
6200 South Gilmore Road
Fairfield, Ohio 45014 - 5141

or The Cincinnati Insurance Companies
P.O. Box 145496
Cincinnati, Ohio 45250-5496

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

1-800-252-3439

You may write the Texas Department of Insurance:

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

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

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

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 2500 City West Boulevard Suite 2400 Houston TX 77042	CONTACT NAME: Kelly M. Bell PHONE (A/C, No, Ext): 713-780-6632 E-MAIL ADDRESS: Kelly.M.Bell@MarshMMA.com FAX (A/C, No):
INSURED Brazos Paving, Inc. BPI Materials, LLC PO Box 714 Bryan TX 77806	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co PittsburghPA INSURER B: New Hampshire Insurance Company INSURER C: Hanover Insurance Company INSURER D: INSURER E: INSURER F:
BRAZOPAVIN	NAIC # 19445 23841 22292

COVERAGES **CERTIFICATE NUMBER:** 1470032105 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			3960905	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6401559	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC067960974	3/1/2025	3/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Equipment			RHDJ88996400	11/1/2024	11/1/2025	Scheduled Newly Acquired Leased/Rented \$3,085,368 \$1,000,000 \$600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Automobile Liability policies include automatic Additional Insured endorsements that provides additional insured status only where such status is required by a written contract. Coverage for the Additional Insured under the General Liability and Automobile Liability policies is Primary and Non-contributory only where required by written contract. Additional Insured under the General Liability includes ongoing and completed operations, each, if required by written contract. The General Liability, Automobile Liability, Workers' Compensation policies include a Blanket Waiver of Subrogation endorsement in favor of certificate where such status is required by a written contract. The Excess Liability policy is follow form for the additional insured and waiver of subrogation only where required by written contract. 30 Day Notice of Cancellation included if required by written contract.
Re: #26-008 - RFP (CSP) Marion Pugh Rehabilitation - Holleman Dr. to George Bush Dr. - Contract No: 26300156
Additional Insureds - The City of College Station, its agents, officials, employees and volunteers - applies per the Blanket Additional Insured endorsement which grants additional insured status only where such status is required by a written contract.

CERTIFICATE HOLDER City of College Station 1101 Texas Ave. College Station, TX 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brett Herrington
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POLICY NUMBER: GL 3960905
Effective: 3-01-2025

COMMERCIAL GENERAL LIABILITY

CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION
PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 90

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2025 forms a part of

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

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

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

Location and Description of Completed Operations:

Per the written contract or agreement.

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

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

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

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

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

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

All other terms and conditions remain unchanged.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2025 forms a part of

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

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:

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

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

Per the written contract or agreement

ADDITIONAL PREMIUM:

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

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

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

All other terms and conditions remain unchanged.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):

ANY PREMISES OR PART THEREOF LEASED TO YOU.

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

ANY PERSON OR ORGANIZATION FROM WHOM YOU LEASE PREMISES OR WHO MANAGES PREMISES YOU OWN AND TO WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED UNDER THIS POLICY AS A RESULT OF ANY LEASE OR MANAGEMENT AGREEMENT YOU ENTER INTO WITH SUCH PARTIES.

Additional Premium: \$ INCLUDED

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

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

This insurance does not apply to:

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

However:

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

However:

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

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

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

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

- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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

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

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

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

However:

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

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

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

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

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

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF
LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

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

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

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

This endorsement, effective 12:01 A.M. 03-01-2025 forms a part of

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

by: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This policy is amended as follows:

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

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

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

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

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

The following Definitions apply to this endorsement:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2025 forms a part of Policy No. CA 6401559
issued to Brazos Paving, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

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

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

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

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE
87950 (09/14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2025 forms a part of

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

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

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

AUTHORIZED REPRESENTATIVE

62897 (6/95)

POLICY NUMBER: CA 6401559
EFFECTIVE: 03-01-2025

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Brazos Paving, Inc.

Endorsement Effective Date: 03/01/2025

SCHEDULE

Insurance Company: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Policy Number: CA 6401559

Effective Date: 03-01-2025

Expiration Date: 03-01-2026

Named Insured: Brazos Paving, Inc.

Address: 7601 W State Hwy 21
Bryan, TX 77807

Additional Insured (Lessor):

Address:

Designation Or Description Of "Leased Autos": ALL "AUTOS" UNDER A LEASING OR RENTAL AGREEMENT BETWEEN THE "INSURED" AND THE LESSOR LISTED ABOVE AS THE ADDITIONAL INSURED THAT REQUIRES DIRECT PRIMARY INSURANCE.

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

A. Coverage

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

B. Loss Payable Clause

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

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

C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
 - If you cancel the policy, we will mail notice to the lessor.
 - Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy). This endorsement, effective 12:01 AM 03/01/2025

forms a part of Policy No. **WC 067960974**

Issued to **Brazos Paving, Inc.**

By New Hampshire Insurance Company

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

This policy is amended as follows:

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

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

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

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

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

The following definitions apply to this endorsement:

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

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

AUTHORIZED REPRESENTATIVE

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM 03/01/2025 forms a part of Policy No. WC067960974

Issued to **Brazos Paving, Inc.**

By **New Hampshire Insurance Company**

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

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

2. Operations:

3. Premium:

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

4. Advance Premium:

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

Countersigned by _____

Authorized Representative

EXHIBIT D
PLANS AND SPECIFICATIONS

If the plans and specifications from the RFP/CSP are not physically inserted here, then they are fully incorporated into this contract by reference.

26-008 RFP (CSP) Marion Pugh Rehabilitation - Holleman Dr. to George Bush Dr.

EXHIBIT E
CONSTRUCTION SCHEDULE

ID		Task Name	Duration	Start	Finish	Predecessors	November	December	January	February	March	April	May
1		Krenek Tap Rehabilitation	262 days	Mon 1/19/26	Tue 1/19/27								
2		Phase 1	169 days	Mon 1/19/26	Thu 9/10/26								
3		Traffic Control	2 days	Mon 1/19/26	Tue 1/20/26								
4		Install Tree Protection	2 days	Wed 1/21/26	Thu 1/22/26	3							
5		Install SW3P	4 days	Fri 1/23/26	Wed 1/28/26	4							
6		Install Water Line	25 days	Thu 1/29/26	Wed 3/4/26	5							
7		Remove Water Line	5 days	Thu 2/26/26	Wed 3/4/26	6FS-5 days							
8		Install Sanitary Sewer	25 days	Thu 2/26/26	Wed 4/1/26	7FS-5 days							
9		Demo Asphalt	5 days	Thu 4/2/26	Wed 4/8/26	8							
10		Install Storm Sewer	25 days	Thu 4/9/26	Wed 5/13/26	9							
11		Earthwork	15 days	Thu 5/7/26	Wed 5/27/26	10FS-5 days							
12		Stabilization	20 days	Thu 5/14/26	Wed 6/10/26	11FS-10 days							
13		10" Concrete Pavement	50 days	Wed 6/3/26	Tue 8/11/26	12FS-6 days							
14		Sidewalks	20 days	Wed 7/29/26	Tue 8/25/26	13FS-10 days							
15		Install Asphalt Transition	1 day	Wed 8/12/26	Wed 8/12/26	13							
16		Backfill Disturbed Areas	6 days	Thu 8/20/26	Thu 8/27/26	14FS-4 days							
17		Sod/ Seeding	4 days	Fri 8/28/26	Wed 9/2/26	16							
18		Striping & Signage	4 days	Thu 9/3/26	Tue 9/8/26	17							
19		Remove Barricades	2 days	Wed 9/9/26	Thu 9/10/26	18							
20		Phase 2	93 days	Fri 9/11/26	Tue 1/19/27								
21		Traffic Control	2 days	Fri 9/11/26	Mon 9/14/26	19							
22		Install Tree Protection	2 days	Tue 9/15/26	Wed 9/16/26	21							
23		Install SW3P	4 days	Thu 9/17/26	Tue 9/22/26	22							
24		Demo Asphalt	3 days	Wed 9/23/26	Fri 9/25/26	23							
25		Install Storm Sewer	15 days	Wed 9/23/26	Tue 10/13/26	24FS-3 days							
26		Earthwork	10 days	Wed 10/7/26	Tue 10/20/26	25FS-5 days							
27		Stabilization	20 days	Wed 10/14/26	Tue 11/10/26	26FS-5 days							
28		10" Concrete Pavement	45 days	Wed 10/28/26	Tue 12/29/26	27FS-10 days							
29		Sidewalks	15 days	Wed 12/9/26	Tue 12/29/26	28FS-15 days							
30		Install Asphalt Transition	1 day	Wed 12/30/26	Wed 12/30/26	28							
31		Backfill Distrubed Areas	5 days	Thu 12/24/26	Wed 12/30/26	29FS-4 days							
32		Sod/ Seeding	4 days	Thu 12/31/26	Tue 1/5/27	31							
33		Striping & Signage	4 days	Wed 1/6/27	Mon 1/11/27	32							
34		Remove Barricades	2 days	Tue 1/12/27	Wed 1/13/27	33							
35		Final Cleanup	4 days	Thu 1/14/27	Tue 1/19/27	34							

Project: Bid Schedule For Krenek Tap
Date: Wed 10/29/25

Task

Split

Progress

Milestone

Summary

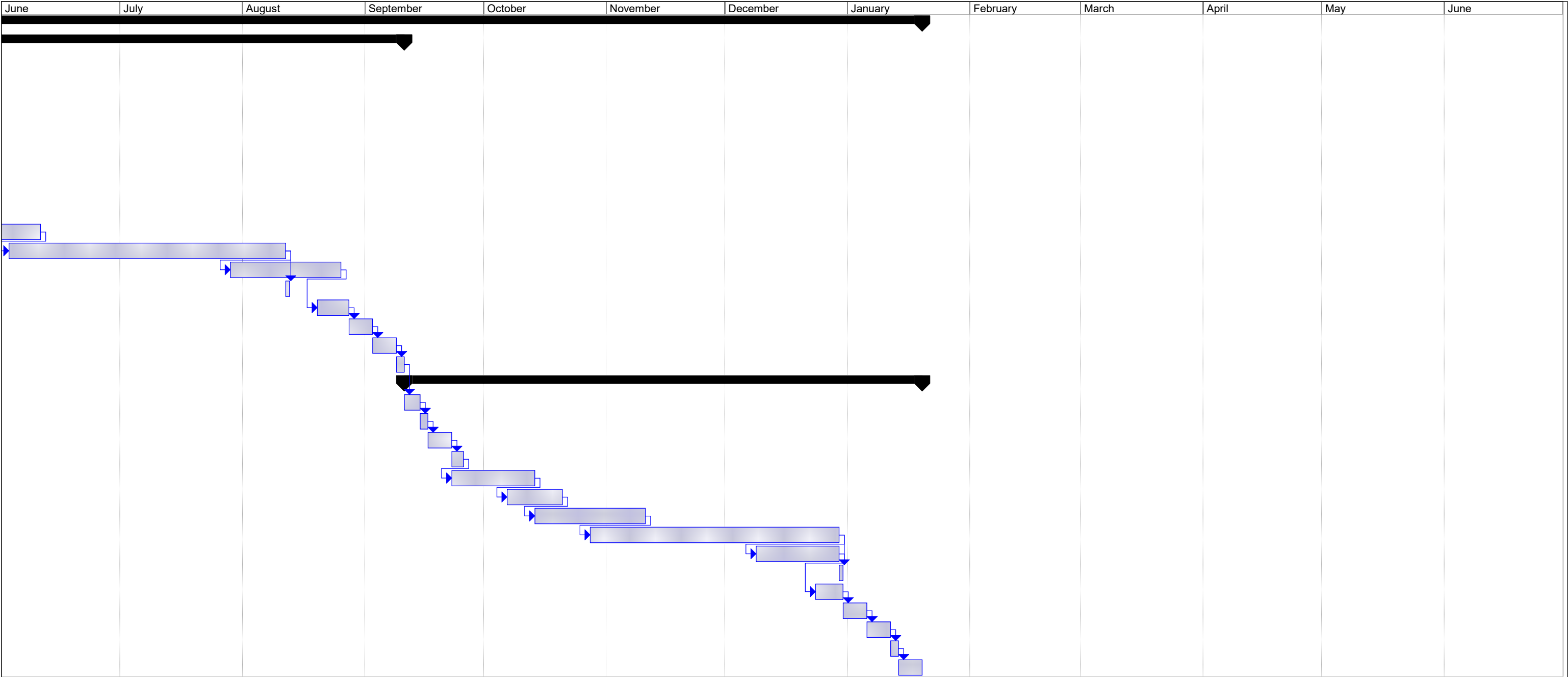
Project Summary

External Tasks

External Milestone

Deadline

Page 1



Project: Bid Schedule For Krenek Tap
Date: Wed 10/29/25

Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

Deadline

Page 2

Page 107 of 737

EXHIBIT F
SCHEDULE OF VALUES

PROPOSAL FORM

Date: 10/29/2025

PROPOSAL FROM: Brazos 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 Marion Pugh Rehabilitation at Holleman Drive to George Bush Drive and to perform the work required for the construction of said Marion Pugh Rehabilitation at Holleman Drive to George Bush Drive 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(s), 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: (\$ 5,064,365.75)

Total Base Bid + Bid Alternate: (\$ 5,064,684.90)

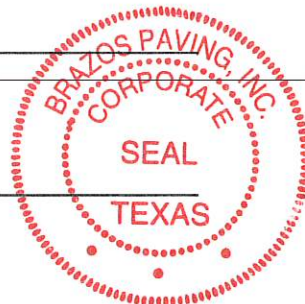
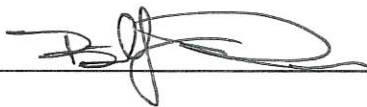
CALENDAR DAYS: Total number of calendar days to substantial completion is 365 days.

RECEIPT OF ADDENDA

I hereby acknowledge receipt of the following Addenda: N/A

CONTRACTOR NAME: Billy Prewitt

CONTRACTOR SIGNATURE: _____



ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
GENERAL ITEMS					
1	1	LS	Mobilization, construction staking, bonds and insurance as required in the specifications.	\$ 450,000.00	\$ 450,000.00
2	2	EA	Furnish and Install 4' x 8' construction sign frame on skids or posts, to include all materials, labor and equipment to complete the work, complete and in place. Sign to be provided by the City.	\$ 1,860.00	\$ 3,720.00
<i>Subtotal: General Items</i>				\$	453,720.00
REMOVALS					
3	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.	\$ 20.00	\$ 8,640.00
4	2,312	SY	Remove concrete sidewalk per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 16.50	\$ 38,148.00
5	43	LF	Remove sidewalk retaining wall per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 37.30	\$ 1,603.90
6	591	SY	Remove concrete driveway per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 36.00	\$ 21,276.00
7	8,850	SY	Mill asphalt pavement per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 6.50	\$ 57,525.00
8	4,102	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.	\$ 11.00	\$ 45,122.00
9	39	SY	Remove and repair asphalt pavement per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 192.50	\$ 7,507.50
10	200	SY	Remove and repair concrete pavement, to include sidewalk, curb and gutter, driveway and pavement per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 127.20	\$ 25,440.00
11	120	LF	Remove and replace fence, with equivalent material and build, per plans & specifications and dispose of offsite, to include all material, labor and equipment to complete the work.	\$ 81.10	\$ 9,732.00
12	19	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.	\$ 150.00	\$ 2,850.00
13	22	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.	\$ 1,860.00	\$ 40,920.00
14	6,488	LF	Remove 4" pavement markings by water blasting per plans & specifications to include all material, labor and equipment to complete the work.	\$ 2.80	\$ 18,166.40
15	246	LF	Remove 8" pavement markings by water blasting per plans & specifications to include all material, labor and equipment to complete the work.	\$ 5.60	\$ 1,377.60
16	211	LF	Remove 24" pavement markings by water blasting per plans & specifications to include all material, labor and equipment to complete the work.	\$ 22.30	\$ 4,705.30
17	10	EA	Remove pavement marking by water blasting words/arrows per plans & specifications to include all material, labor and equipment to complete the work.	\$ 316.00	\$ 3,160.00
<i>Subtotal: Removals</i>				\$	286,173.70
ROADWAY & EARTHWORK					
18	1,628	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.	\$ 65.75	\$ 107,041.00
19	43	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.	\$ 30.75	\$ 1,322.25

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
20	2,296	CY	As needed, remove and replace 2' of unsuitable soils with select fill to include all material, labor and equipment to complete the work. Limits of remove and replace soil, to be determined with sulfate testing, to be approved by Engineer prior to initiating work.	\$ 37.75	\$ 86,674.00
21	8,860	SY	Install 10" jointed reinforced concrete pavement (JRCF) with monolithic curb per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 92.00	\$ 815,120.00
22	10,065	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.	\$ 8.00	\$ 80,520.00
23	141	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.	\$ 42.15	\$ 5,943.15
24	203	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.	\$ 55.60	\$ 11,286.80
25	201	TON	Lime for stabilization of subgrade.	\$ 375.00	\$ 75,375.00
26	60	LF	Install 2" type I monolithic full depth sidewalk curb per plans & specifications, to include all material, labor and equipment to complete the work, complete and in place.	\$ 19.50	\$ 1,170.00
27	224	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.	\$ 36.60	\$ 8,198.40
28	594	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.	\$ 115.00	\$ 68,310.00
29	3,606	SY	Install 6" concrete sidewalk per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 76.00	\$ 274,056.00
30	1	EA	Furnish and Install 1' x 4' sidewalk drainage trench with structural backfill (SW3-02) per plans & specifications, to include all materials, Neenah grate, labor and equipment to complete the work, complete and in place.	\$ 4,500.00	\$ 4,500.00
31	3	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.	\$ 1,350.00	\$ 4,050.00
32	32	SY	Install 6" concrete sidewalk (Special) (Type A) per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 371.00	\$ 11,872.00
33	110	SY	Install 6" Class A concrete flume (D2-04) per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 125.00	\$ 13,750.00
34	1	SY	Furnish and Install Common Stone Riprap with grout per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place per (TxDOT SRR).	\$ 1,200.00	\$ 1,200.00
Subtotal: Roadway & Earthwork				\$	1,570,388.60
STORM SEWER SYSTEM					
35	2	EA	Furnish and Install 15' 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.	\$ 9,600.00	\$ 19,200.00
36	1	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.	\$ 9,130.00	\$ 9,130.00
37	1	EA	Furnish and Install 15' 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.	\$ 9,600.00	\$ 9,600.00

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
38	39	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.	\$ 141.85	\$ 5,532.15
39	169	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.	\$ 152.70	\$ 25,806.30
40	39	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.	\$ 225.50	\$ 8,794.50
41	115	LF	Furnish and Install 3' x 2' 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.	\$ 635.45	\$ 73,076.75
42	362	LF	Trench Safety	\$ 2.30	\$ 832.60
Subtotal: Storm Sewer System				\$	151,972.30

SANITARY SEWER SYSTEM

43	116	LF	Remove 8" sanitary sewer line, to include DIP and PVC and 18 LF of concrete encasement, per plans & specifications and dispose offsite, to include clean out, all material, labor and equipment to complete the work.	\$ 62.00	\$ 7,192.00
44	1	EA	Remove sanitary sewer manhole per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 1,100.00	\$ 1,100.00
45	8	LF	Furnish and Install 8" PVC SDR-26-D3034 with structural backfill per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 238.50	\$ 1,908.00
46	109	LF	Furnish and Install 8" DIP with structural backfill per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 327.15	\$ 35,659.35
47	2	EA	Furnish and Install standard 4' manhole with structural backfill per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 6,615.00	\$ 13,230.00
48	1	EA	Connect to existing manhole per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 1,850.00	\$ 1,850.00
49	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.	\$ 5,000.00	\$ 5,000.00
50	117	LF	TV Sewer Inspection per 33 01 30.13	\$ 2.75	\$ 321.75
51	117	LF	Trench Safety	\$ 2.50	\$ 292.50
Subtotal: Sanitary Sewer System				\$	66,553.60

WATER LINE SYSTEM

52	340	LF	Remove 12" PVC water line, all materials per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 34.20	\$ 11,628.00
53	131	LF	Remove 18" RCC water line, all materials per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 46.50	\$ 6,091.50
54	1,840	LF	Remove 6" AC water line per plans & specifications and dispose offsite, to include all material, remediation, labor and equipment to complete the work.	\$ 78.40	\$ 144,256.00
55	584	LF	Cap and remove or grout fill 6" water line, all materials per plans & specifications, to include all material, labor and equipment to complete the work. Contractor shall remove as needed to complete construction.	\$ 15.30	\$ 8,935.20
56	2,326	LF	Cap and remove or grout fill 8" water line, all materials per plans & specifications, to include all material, labor and equipment to complete the work. Contractor shall remove as needed to complete construction.	\$ 13.70	\$ 31,866.20
57	499	LF	Cap and remove or grout fill 12" water line, all materials per plans & specifications, to include all material, labor and equipment to complete the work. Contractor shall remove as needed to complete construction.	\$ 17.60	\$ 8,782.40

ITEM	QTY	UNIT	DESCRIPTION		TOTAL
58	37	LF	Cap and remove or grout fill 16" water line, all materials per plans & specifications, to include all material, labor and equipment to complete the work. Contractor shall remove as needed to complete construction.	\$ 45.10	\$ 1,668.70
59	3,764	LF	Cap and remove or grout fill 18" water line, all materials per plans & specifications, to include all material, labor and equipment to complete the work. Contractor shall remove as needed to complete construction.	\$ 23.10	\$ 86,948.40
60	3	EA	Cap and remove or grout fill water service line per plans & specifications, to include all material, labor and equipment to complete the work.	\$ 1,650.00	\$ 4,950.00
61	3	EA	Remove water meter per plans & specifications, to include all materials, labor and equipment to complete the work.	\$ 625.00	\$ 1,875.00
62	20	EA	Remove water valves (all sizes) per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 750.00	\$ 15,000.00
63	4	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.	\$ 775.00	\$ 3,100.00
64	202	LF	Furnish and Install 6" DR14 C-900 PVC water pipe by open cut with non-structural backfill per plans & specifications, to include all materials (including restrained joints, tracer wire, and snake pit access), testing, disinfection, pole bracing, labor and equipment to complete the work, complete and in place.	\$ 67.60	\$ 13,655.20
65	385	LF	Furnish and Install 6" DR14 C-900 PVC water pipe by open cut with structural backfill per plans & specifications, to include all materials (including restrained joints, tracer wire, and snake pit access), testing, disinfection, pole bracing, labor and equipment to complete the work, complete and in place.	\$ 72.75	\$ 28,008.75
66	59	LF	Furnish and Install 8" DR14 C-900 PVC water pipe by open cut with non-structural backfill per plans & specifications, to include all materials (including restrained joints, tracer wire, and snake pit access), testing, disinfection, labor and equipment to complete the work, complete and in place.	\$ 67.55	\$ 3,985.45
67	33	LF	Furnish and Install 8" DR14 C-900 PVC water pipe by open cut with structural backfill per plans & specifications, to include all materials (including restrained joints, tracer wire, and snake pit access), testing, disinfection, labor and equipment to complete the work, complete and in place.	\$ 89.65	\$ 2,958.45
68	296	LF	Furnish and Install 12" DR14 C-900 PVC water pipe by open cut with non-structural backfill per plans & specifications, to include all materials (including restrained joints, tracer wire, and snake pit access), testing, disinfection, labor and equipment to complete the work, complete and in place.	\$ 114.10	\$ 33,773.60
69	630	LF	Furnish and Install 12" DR14 C-900 PVC water pipe by open cut with structural backfill per plans & specifications, to include all materials (including restrained joints, tracer wire, and snake pit access), testing, disinfection, labor and equipment to complete the work, complete and in place.	\$ 115.15	\$ 72,544.50
70	10	LF	Furnish and Install 16" DR14 C-900 PVC water pipe by open cut with non-structural backfill per plans & specifications, to include all materials (including restrained joints, tracer wire, and snake pit access), testing, disinfection, labor and equipment to complete the work, complete and in place.	\$ 200.00	\$ 2,000.00
71	55	LF	Furnish and Install 16" DR14 C-900 PVC water pipe by open cut with structural backfill per plans & specifications, to include all materials (including restrained joints, tracer wire, and snake pit access), testing, disinfection, labor and equipment to complete the work, complete and in place.	\$ 197.25	\$ 10,848.75
72	1,410	LF	Furnish and Install 24" DR14 C-900 PVC water pipe by open cut with non-structural backfill per plans & specifications, to include all materials (including restrained joints, tracer wire, and snake pit access), testing, disinfection, labor and equipment to complete the work, complete and in place.	\$ 165.00	\$ 232,650.00
73	1,591	LF	Furnish and Install 24" DR14 C-900 PVC water pipe by open cut with structural backfill per plans & specifications, to include all materials (including restrained joints, tracer wire, and snake pit access), testing, disinfection, labor and equipment to complete the work, complete and in place.	\$ 195.50	\$ 311,040.50

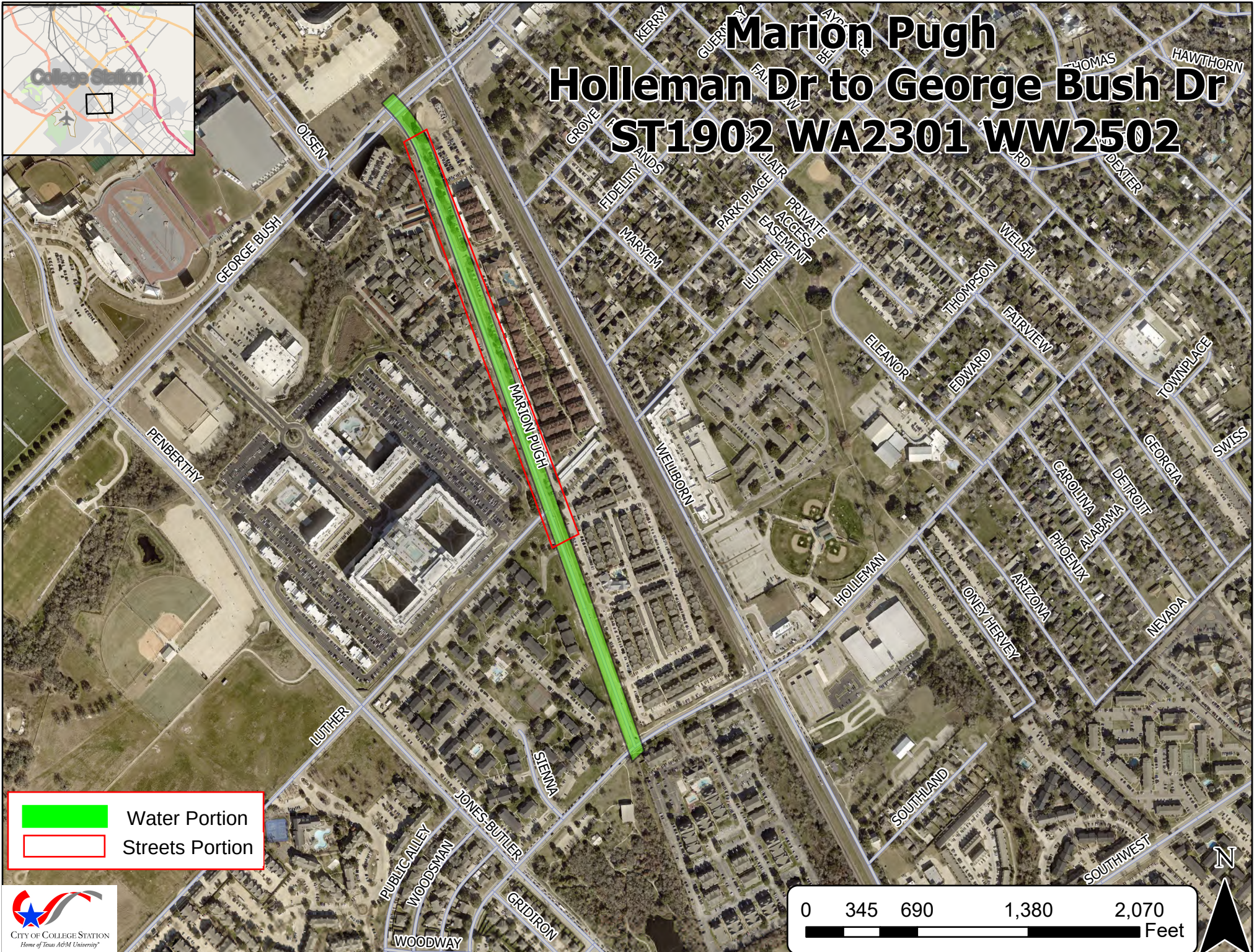
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
74	93	LF	Furnish and Install 12" DR14 C-900 PVC water pipe by trenchless construction per plans & specifications, to include all materials (including restrained joints, tracer wire, and snake pit access), testing, disinfection, labor and equipment to complete the work, complete and in place.	\$ 98.25	\$ 9,137.25
75	103	LF	Furnish and Install 24" DR14 C-900 PVC water pipe by trenchless construction per plans & specifications, to include all materials (including restrained joints, tracer wire, and snake pit access), testing, disinfection, labor and equipment to complete the work, complete and in place.	\$ 182.00	\$ 18,746.00
76	2	EA	Furnish and Install 1.5" Type K copper short service tap per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 5,340.00	\$ 10,680.00
77	1	EA	Furnish and Install 2" Type K copper short service tap per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 4,555.00	\$ 4,555.00
78	1	EA	Furnish and Install 3" Type K copper short service tap per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 7,582.00	\$ 7,582.00
79	1	EA	Furnish and Install 2" angle tap service line per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 4,555.00	\$ 4,555.00
80	137	LF	Furnish and Install 14" steel casing, 3/8" thick, (excluding carrier pipe) per plans & specifications, to include to include spacers, neoprene seal, all materials, labor and equipment to complete the work, complete and in place.	\$ 133.30	\$ 18,262.10
81	93	LF	Furnish and Install 20" steel casing, 3/8" thick, (excluding carrier pipe) per plans & specifications, to include to include spacers, neoprene seal, all materials, labor and equipment to complete the work, complete and in place.	\$ 648.00	\$ 60,264.00
82	48	LF	Furnish and Install 24" steel casing, 3/8" thick, (excluding carrier pipe) per plans & specifications, to include to include spacers, neoprene seal, all materials, labor and equipment to complete the work, complete and in place.	\$ 297.00	\$ 14,256.00
83	145	LF	Furnish and Install 36" steel casing, 1/2" thick, (excluding carrier pipe) per plans & specifications, to include to include spacers, neoprene seal, all materials, labor and equipment to complete the work, complete and in place.	\$ 646.00	\$ 93,670.00
84	1	EA	Reset water meter with new box per plans & specifications, to include all materials, testing, disinfection, labor and equipment to complete the work, complete and in place	\$ 4,080.00	\$ 4,080.00
85	4	EA	Furnish and Install fire hydrant assembly (W1-02) per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 8,100.00	\$ 32,400.00
86	1	EA	Furnish and Install 6"-22.5° MJ Bend with thrust blocking per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 740.00	\$ 740.00
87	32	EA	Furnish and Install 6"-45° MJ Bend with thrust blocking per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 760.00	\$ 24,320.00
88	8	EA	Furnish and Install 8"-45° MJ Bend with thrust blocking per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 895.00	\$ 7,160.00
89	2	EA	Furnish and Install 12"-11.25° MJ Bend with thrust blocking per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 1,225.00	\$ 2,450.00
90	10	EA	Furnish and Install 12"-45° MJ Bend with thrust blocking per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 1,370.00	\$ 13,700.00
91	4	EA	Furnish and Install 16"-45° MJ Bend with thrust blocking per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 1,250.00	\$ 5,000.00
92	2	EA	Furnish and Install 24"-11.25° MJ Bend with thrust blocking per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 4,365.00	\$ 8,730.00
93	1	EA	Furnish and Install 24"-22.5° MJ Bend with thrust blocking per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 4,490.00	\$ 4,490.00

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
94	17	EA	Furnish and Install 24"-45° MJ Bend with thrust blocking per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 4,550.00	\$ 77,350.00
95	1	EA	Furnish and Install 8"x8" MJ Tee with thrust blocking per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 1,260.00	\$ 1,260.00
96	3	EA	Furnish and Install 12"x6" MJ Tee with thrust blocking per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 1,785.00	\$ 5,355.00
97	1	EA	Furnish and Install 12"x12" MJ Tee with thrust blocking per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 2,110.00	\$ 2,110.00
98	13	EA	Furnish and Install 24"x6" MJ Tee with thrust blocking per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 5,020.00	\$ 65,260.00
99	4	EA	Furnish and Install 24"x8" MJ Tee with thrust blocking per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 5,175.00	\$ 20,700.00
100	1	EA	Furnish and Install 24"x12" MJ Tee with thrust blocking per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 5,410.00	\$ 5,410.00
101	1	EA	Furnish and Install 24"x16" MJ Tee with thrust blocking per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 6,200.00	\$ 6,200.00
102	1	EA	Furnish and Install 24"x24" MJ Tee with thrust blocking per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 7,015.00	\$ 7,015.00
103	1	EA	Furnish and Install 24"x8" reducer per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 4,300.00	\$ 4,300.00
104	1	EA	Furnish and Install 24"x12" reducer per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 4,070.00	\$ 4,070.00
105	1	EA	Furnish and Install 24"x18" reducer per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 4,650.00	\$ 4,650.00
106	4	EA	Furnish and Install 6" MJ Gate Valve, extensions, and box with thrust blocking, per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 1,940.00	\$ 7,760.00
107	4	EA	Furnish and Install 8" MJ Gate Valve, extensions, and box with thrust blocking, per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 2,600.00	\$ 10,400.00
108	5	EA	Furnish and Install 12" MJ Gate Valve, extensions, and box with thrust blocking, per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 4,530.00	\$ 22,650.00
109	13	EA	Furnish and Install 24" MJ Gate Valve, extensions, and box with thrust blocking, per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 34,965.00	\$ 454,545.00
110	5	EA	Furnish and Install 2" Air Release Valve (W3-02) per plans & specifications to include all material, labor and equipment to complete the work, complete and in place.	\$ 6,230.00	\$ 31,150.00
111	4,671	LF	Trench Safety	\$ 2.00	\$ 9,342.00
112	21	EA	Connect to existing water line (all sizes) per plans & specifications to include all required fittings, adapters, etc., all material, labor and equipment to complete the work.	\$ 1,043.00	\$ 21,903.00
Subtotal: Water Line System				\$	2,142,773.95

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
EROSION CONTROL					
113	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 construction exits (4 EA), Erosion Control Logs (364 LF), Temporary Seeding (1026 SY), and other sediment control devices per plans & specifications, to include all material, labor and equipment to complete the work, complete and in place.	\$ 15,500.00	\$ 15,500.00
114	4,097	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.	\$ 4.80	\$ 19,665.60
115	7,879	SY	Hydro mulch disturbed areas to include smoothing, 4" topsoil, grading, fertilizer, watering, maintenance and clean-up per plans & specifications, to include all material, labor and equipment to complete the work, complete and in place.	\$ 7.10	\$ 55,940.90
116	1,026	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.	\$ 20.85	\$ 21,392.10
117	1	LS	Furnish a licensed arborist and provide tree protection, to include but not limited to: 2445 LF protection fencing and 545 LF root pruning, 50 EA fertilization, 50 EA pest management, and 27 EA tree clearance pruning per plans & specifications and as directed by the Arborist, complete and in place.	\$ 64,035.00	\$ 64,035.00
<i>Subtotal: Erosion Control</i>				\$	176,533.60
SIGNAGE, STRIPING, AND TRAFFIC CONTROL PLAN					
118	12	MO	Furnish, Install, and Remove all traffic control devices (TCP) to include: 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.	\$ 11,785.00	\$ 141,420.00
119	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.	\$ 60,530.00	\$ 60,530.00
120	13	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	\$ 14,300.00
<i>Subtotal: Signage, Striping and Traffic Control Plan</i>				\$	216,250.00
Total Base Bid				\$	5,064,365.75
ALTERNATE 1 BID ITEMS - SANITARY SEWER					
A1	-109	LF	SUBTRACT: Furnish and Install 8" DIP with structural backfill per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 327.15	\$ (35,659.35)
A2	109	LF	ADD: Furnish and Install 8" PVC SDR-26-D3034 with structural backfill per plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 238.50	\$ 25,996.50
A3	62	LF	ADD: 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.	\$ 161.00	\$ 9,982.00
Total - Bid Alternate 1 (Sum A1:A3=)				\$	319.15
Total Base Bid + Bid Alternate 1				\$	5,064,684.90



Marion Pugh Holleman Dr to George Bush Dr ST1902 WA2301 WW2502



**Marion Pugh Rehabilitation Project
26-008 RFP (CSP)
Opening: Wednesday, October 29, 2025
List of responders**

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

CONTRACTOR	BASE PROPOSAL	BASE BID + ALTS	NUMBER OF CALENDAR DAYS TO SUBSTANTIAL COMPLETION
Brazos Paving, Inc.	\$ 5,064,365.75	\$ 5,064,684.90	365
Larry Young Paving, Inc.	\$ 5,118,019.00	\$ 5,129,929.00	365
Norman Construction Services, LLC.	\$ 5,933,478.50	\$ 5,935,267.50	365
Texas Materials Group, Inc.	\$ 5,582,585.40	\$ 5,601,303.40	365

The proposals were evaluated and ranked in accordance with the weighted criteria set forth in the RFP.

December 11, 2025

Item No. 7.5.

Brazos Valley Trash Valet Franchise Agreement Ordinance - Second Reading

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC:

Agenda Caption: Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Professional Trash Valet, LLC dba Brazos Valley Trash Valet & Recycling for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this franchise agreement ordinance.

Summary: This item is an ordinance renewing Professional Trash Valet, LLC DBA Brazos Valley Trash Valet & Recycling a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

This franchise agreement allows Professional Trash Valet, LLC DBA Brazos Valley Trash Valet & Recycling to collect and haul recyclables and construction and demolition debris from commercial, industrial, and multi-family sites. This standard agreement sets the franchise fee based on the contractors' monthly gross revenues, delivery revenues, and hauling revenues, as well as the percentage of aggregate recycling and composting. Contractors must provide the total number of customers and total tons landfilled quarterly but are not required to disclose specific sites that are utilizing recycling services. The term of this agreement is five years.

With the inclusion of Professional Trash Valet, LLC DBA Brazos Valley Trash Valet & Recycling, the city has a total of eighteen (18) franchised haulers. This list can be found on the city's website under Public Works Department.

Budget & Financial Summary: N/A

Attachments:

1. 26300126--AD_Vendor Signed



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 263000126 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Franchise Collections Agreement

Name of Contractor: Brazos Valley Trash Valet, LLC

CONTRACT TOTAL VALUE: \$ N/A 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)

Two City Council readings required for this Franchise Agreement; scheduled for November 24th and December 11th

(If required)*
CRC Approval Date*: Council Approval Date*: 11/24/25 & 12/11/25 Agenda Item No*: TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, PROFESSIONAL TRASH VALET, LLC DBA BRAZOS VALLEY TRASH VALET & RECYCLING, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION (“CITY”) FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

WHEREAS, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Solid Waste and Recyclables generated within the City limits; and

WHEREAS, the City of College Station desires to exercise the Charter’s authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris and other waste for disposal using roll off containers, and recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

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

Table of Contents

Article I. Definitions	3
Article II. Grant of Authority and Acceptance	4
Article III. Payment and Term	4
Article IV. Access to Records & Reporting.....	6
Article V. Rates to be Charged by Contractor	6
Article VI. Appearance of Personnel and Equipment.....	6
Article VII. Collection and Transport of Recyclables	7
Article VIII. Placement of Receptacles	7
Article IX. Service Complaints.....	7
Article X. Disposal and Processing	8
Article XI. Violation and Penalty	8
Article XII. Insurance	8
Article XIII. Indemnification and Release.....	9
Article XIV. Disputes and Mediation	9
Article XV. General Terms.....	10
Exhibit A. Schedule of Rates	13
Exhibit B. Insurance Requirements	14
I) Standard Insurance Policies Required:	14
II) General Requirements Applicable to All Policies:	14
III) Commercial General Liability.....	14
IV) Business Automobile Liability.....	15
V) Workers' Compensation Insurance	15
Exhibit C. Certificates of Insurance.....	16

ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.
- 1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

- 1.15 Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 TAC** means the Texas Administrative Code now and as amended.
- 1.18 TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

- 2.1 Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

- 3.1 Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
- b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
- c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

3.2 Payments. Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20th) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

3.3 Failure to Pay. Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

3.4 Franchise Fee Requirements. Payments must state on a form approved by the City:

- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
- b. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
- c. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
- d. The total payment amount.

3.5 Term. The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

ARTICLE IV. ACCESS TO RECORDS & REPORTING

- 4.1 Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- 4.2 Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- 4.3 Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.
- 4.4 Activity Report.** Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20th) calendar day of each month. Contractor's report shall include the following information:
- a. The Customer collection count, itemized by customer type.
 - b. Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
 - c. Any other information concerning the collections as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

- 5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

- 6.1 Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient collection. The City shall have the right to inspect and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT

- 7.1 Transport.** The Contractor shall only transport collected materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.
- 7.2 Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

- 8.1 Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.
- 8.2 City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.
- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

- 9.3 Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

ARTICLE XI. VIOLATION AND PENALTY

- 11.1 Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 11.2 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term 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 services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE XIII. INDEMNIFICATION AND RELEASE

- 13.1 Indemnification.** Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.
- 13.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.
- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

15.1 Performance. Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

15.2 Termination.

a. For Convenience. At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.

b. For Cause. City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.

c. Hearing. This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

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

15.4 Amendment. This Agreement may only be amended by written instrument approved and executed by the parties.

15.5 Taxes. The City is tax exempt and is not responsible for the payment of any taxes.

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

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

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

15.9 Invalid Provisions. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15.10 Entire Agreement. This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

15.11 Agree to Terms. The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

15.12 Effective Date. According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

15.13 Notice. Any official notice under this Agreement will be sent to the following addresses:

City of College Station
Attn: Caroline Ask
PO BOX 9960
College Station, TX 77842
cask@cstx.gov

Brazos Valley Trash Valet & Recycling
Attn: David Sparks, Owner
3515-B Longmire Dr. #205
College Station, TX 77345
dsparks@bvtrashvalet.com

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

- A. Schedule of Rates
- B. Insurance Requirements
- C. Certificates of Insurance

15.15 Public Meetings and Readings. This Agreement was passed, adopted and approved according to Texas Government Code Chapter 551.

- a. First Consideration & Approval on the 24th day of November, 2025.
- b. Second Consideration & Approval on the 11th day of December, 2025.

PROFESSIONAL TRASH VALET, LLC
DBA Brazos Valley Trash Valet & Recycling

By: David Sparks

Printed Name: David Sparks

Title: **Owner/Member**

Date: 11/12/2025

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

EXHIBIT A. SCHEDULE OF RATES

- I. Contractor's base rate is \$24.50 per pull, pull month, and may increase, depending on a variety of conditions, including but not limited to:
 - a. Location of Customer
 - b. Impact on Existing Routes
 - c. Ingress and Egress Capabilities
 - d. Special Requests by Customers
 - e. Frequency of Collections
 - f. Volume of Materials
 - g. Type of Materials
 - h. External Contributing Conditions of Market Costs

EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I. Standard Insurance Policies Required:

- a. Commercial General Liability
- b. Business Automobile Liability
- c. Workers' Compensation

II. General Requirements Applicable to All Policies:

- a. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- b. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
- c. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- d. The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- e. The City will not accept "claims made" policies.
- f. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

III. Commercial General Liability

- a. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- c. Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. Limits shall be endorsed to be per project.
- d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- e. The coverage shall include, but not be limited to the following:
premises/operations with separate aggregate; independent contracts;
products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

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

V. Workers' Compensation Insurance

- a. Workers compensation insurance shall include the following terms:
 - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are 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 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"

EXHIBIT C. CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISB Insurance 31384 FM 2920 Rd Ste B Waller TX 77484	CONTACT NAME: Kay Dockins PHONE (A/C, No, Ext): (832) 494-1963 E-MAIL ADDRESS: kdockins@springinsurance.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Acceptance Indemnity Insurance Co INSURER B: Progressive County Mutual Insurance Co INSURER C: Kinsale Insurance Company INSURER D: Texas Mutual Insurance Company INSURER E: INSURER F:	NAIC # 20010 29203 38920 22945
INSURED Professional Trash Valet LLC DbA Brazos Valley Trash Valet & Recycling 3515 B Longmire Dr Ste 205 College Station TX 77845-5271		

COVERAGES**CERTIFICATE NUMBER:** 25-26 Master**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:			BND0005582-03	02/18/2025	02/18/2026	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 \$ Included
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			01338021	02/18/2025	02/18/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			01001801083	02/18/2025	02/18/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	0001314492	10/19/2025	10/19/2026	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of College Station is named as Additional Insured Form CG2010 0704 on the General Liability and Auto Liability policies. Waiver of subrogation in favor of City of College Station on the General Liability, Auto Liability, and Workers Compensation Policies.
Policy shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain. Thirty (30) day notice of cancellation in favor of City of College Station except ten (10) days for nonpayment of premium.
Subject to policy conditions, limitations, and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF COLLEGE STATION ATTN: RISK MANAGEMENT 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
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December 11, 2025
Item No. 7.6.
SH6 W/WW Relocates Pkg 1

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with Norman Construction Services, LLC for State Highway 6 Utility Relocation Bid Package 1 in the amount of \$4,021,344 plus the City's contingency in the amount of \$750,000 for a total appropriation of \$4,771,344. 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 first set of relocations of existing water and wastewater infrastructure under and along SH6, to remove existing conflicts with TxDOT's Big 6 Construction project. The project is being closely coordinated with TxDOT's work and has been scheduled to expedite the relocations to avoid delays to the Big 6 project. Three additional bid packages are in preparation for the remainder of the work required.

The City of College Station received three Construction Proposals. After the review process, Norman Construction Services LLC was selected as the most qualified, best value firm for the project.

Budget & Financial Summary: A combined budget of \$12,975,000 is available in the Water and Wastewater Capital Improvement Projects Funds. A combined total of \$1,374,959 has been expended or encumbered to date, leaving a combined balance of \$11,600,041 for this contract and future costs.

Attachments:

1. SH6 Utilities Contract 26300186 - Vendor Signed
2. SH6 Utility Relocates Map University to Graham
3. SH6 Utilities Bid Tab Summary & List of Respondents



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300186 PROJECT#: WA2205 BID/RFP/RFQ#: 26-021

Project Name / Contract Description: Highway 6 Utilities Relocation

Name of Contractor: Norman Construction Services, LLC

CONTRACT TOTAL VALUE: \$ 4,021,344.00 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)

Vendor chosen as most qualified from RFP (CSP) 26-021 evaluation

Funding from account WA2205-CO2023

CRC Approval Date*: N/A (If required)* Council Approval Date*: 12/11/2025 Agenda Item No*: TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

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 Norman Construction Services, LLC (the "Contractor") for the construction and/or installation of the following:
Highway 6 Utilities Relocations.

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 Fifty Thousand and No /100 Dollars (\$ 750,000.00).

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: Four Million Twenty-One Thousand Three Hundred Forty-Four and No /100 Dollars (\$ 4,021,344.00).

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 One Thousand and No **/100 DOLLARS (\$ 1,000.00**) 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

NORMAN CONSTRUCTION SERVICES, LLC

By: Gene Norman

Printed Name: Gene Norman

Title: Owner

Date: 12/2/2025

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. 022241120

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Norman Construction Services, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto Liberty Mutual 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 Four Million Twenty-one Thousand Three Hundred Forty-four and No /100 Dollars (\$ 4,021,344.00) 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 Highway 6 Utilities Relocations

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.

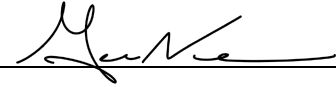
Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed 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. 022241120

FOR THE CONTRACTOR:

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

By: 

Name: Gene Norman

Title: Owner

Date: 12/11/2025

(Name of Contractor)
Norman Construction Services, LLC

By: 

Name: Lisa Norman

Title: CFO

Date: 12/11/2025

FOR THE SURETY:
ATTEST/WITNESS (SEAL)

By: *Patricia K. Skelton*

Name: Patricia K Skelton

Title: CSR

Date: 12/11/2025



Liberty Mutual Insurance Company
(Full Name of Surety)

175 Berkley Street

Boston, MA 02116
(Address of Surety for Notice)

By: 

Name: David T. Satine

Title: Attorney-in-Fact

Date: 12/11/2025

FOR THE CITY:

REVIEWED:

City Attorney

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

City Manager

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

TEXAS STATUTORY PAYMENT BOND

Bond No. 022241120

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Norman Construction Services, LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto Liberty Mutual Insurance Company, a corporation organized and existing under the laws of the State of Massachusetts, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Four Million Twenty-one Thousand Three Hundred Forty-four and No /100 Dollars (\$ 4,021,344.00) 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 11th day of December, 2025, for Highway 6 Utilities Relocations, 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. 022241120

FOR THE CONTRACTOR:

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

(Name of Contractor)
Norman Construction Services, LLC

By: 

By: 

Name: Gene Norman

Name: Lisa Norman

Title: Owner

Title: CFO

Date: 12/11/2025

Date: 12/11/2025

FOR THE SURETY:
ATTEST/WITNESS (SEAL)

Liberty Mutual Insurance Company
(Full Name of Surety)

By: Patricia K. Skelton

175 Berkley Street

Name: Patricia K Skelton

Boston, MA 02116

Title: CSR

(Address of Surety for Notice)

Date: 12/11/2025

By: 

Name: David T. Satine

Title: Attorney-in-Fact

Date: 12/11/2025



FOR THE CITY:

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

REVIEWED:

City Attorney

City Manager

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



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213376-984816**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, _____
David T. Satine; Jonathan A. Bursevich; Warren M. Alter

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of December, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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:

1-800-782-1546

You may also write to the Surety at:

**P.O. Box 19725
Irvine, CA 92623-9725**

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>**

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the 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.

AVISO IMPORTANCE

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:

1-800-782-1546

Usted tambien puede escribir al Surety:

**P.O. Box 19725
Irvine, CA 92623-9725**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compa-
nias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: <http://www.tdi.state.tx.us>**

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTEAVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Liberty Mutual Surety

17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300
www.libertymutualsurety.com

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2025

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 Dexter & Company of Central Texas, Inc. 4030 Highway 6 S. Ste. 310 College Station, TX 77845	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(979) 764-8444	FAX (A/C, No): (979) 694-7603
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : The Cincinnati Insurance Company		10677
INSURED Norman Construction Services, LLC PO Box 223 Wellborn, TX 77881	INSURER B : Texas Mutual Insurance Company		22945
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EPP 0637771	12/9/2025	12/9/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EPP 0637771	12/9/2025	12/9/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			EPP 0637771	12/9/2025	12/9/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	0002107305	3/8/2025	3/8/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Business Auto policy 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. Waiver of Subrogation provided only when there is a written contract between the named insured and the certificate holder that requires such status. And has at least 7 days' notice of cancellation.

The General Liability policy contains a Broadening Endorsement with "Primary and Non-Contributory" wording.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of College Station 1101 Texas Ave S 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



ADDITIONAL REMARKS SCHEDULE

AGENCY Dexter & Company of Central Texas, Inc.		NAMED INSURED Norman Construction Services, LLC PO Box 223 Wellborn, TX 77881
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
the Umbrella Liability policy has endorsements for additional insured, waiver of subrogation, primary, non-contributory wording, and at least 7 days' notice of cancellation, and follows form.

Excess/Umbrella follow form over AL & GL.

The Workers Compensation policy includes Blanket Waiver of Subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.
And has at least 7 days' notice of cancellation.

The Auto has Blanket Additional; Insured by contract, Blanket Waiver of subrogation, and primary and Non-contributory Insurance

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.

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.

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

CONTRACTORS' EQUIPMENT (AND TOOLS) COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: EPP 063 77 71

Named Insured is the same as it appears in the Common Policy Declarations

Covered Property (check one)

Scheduled Equipment ☒

Schedule on File ☐

Description of Covered Property
(Make, Model, Year Built, Serial Number, Etc.)

Valuation
(ACV, FRC, RC)

Limit of Insurance

Schedule

2019 CATERPILLAR TRACK #KR207338

ACV

\$
\$

149,500

Limits

Total Scheduled Equipment	\$	149,500
Additional Debris Removal Expense	\$	10,000
Employee-Owned Tools - Any One Tool	\$	250
Employee-Owned Tools - Any One Occurrence	\$	1,000
Newly Purchased Equipment	\$ 25,000 OR 30% OF THE TOTAL SCHEDULED EQUIPMENT LIMIT WHICHEVER IS GREATER	
Newly Purchased Equipment Number of Days		60
Pollutant Cleanup and Removal	\$	10,000
Equipment Leased or Rented from Others	\$	25,000
Loss of Use of Equipment Leased or Rented from Others	\$	1,000
Equipment Borrowed from Others	\$	5,000
Rental Reimbursement - Per Day	\$	500
Rental Reimbursement - Per Year	\$	5,000
Rental Reimbursement Waiting Period	24	Hours
Spare Parts and Fuel	\$	5,000
Your Tools - Any One Tool	\$	250
Your Tools - Any One Occurrence	\$	1,000

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 3/8/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0002107305 of Texas Mutual Insurance Company effective on 3/8/25

Issued to: Norman Construction Services, LLC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

2/11/25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

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

Endorsement Effective: 08-11-2025	Policy Number: EBA 063 77 71
Named Insured: NORMAN CONSTRUCTION SERVICES	
Countersigned by:	

(Authorized Representative)

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

SECTION II - LIABILITY COVERAGE, A. Coverage, I. 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 executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Endorsement Effective: 08-11-2025	Policy Number: EBA 063 77 71
Named Insured: NORMAN CONSTRUCTION SERVICES	
Countersigned by:	

(Authorized Representative)

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

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of

payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Endorsement Effective: 08-11-2025	Policy Number: EBA 063 77 71
Named Insured: NORMAN CONSTRUCTION SERVICES	
Countersigned by:	

(Authorized Representative)

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

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is 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.

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.

Specifications for RFP (CSP) 26-021 Highway 6 Utilities Relocations are incorporated by reference. Certification and proposal summary are attached.

CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute the City of College Station Construction Agreement, that this Proposal has not been prepared in collusion with any other Offeror, and that the contents of this Proposal have not been communicated to any other Offeror prior to the official opening of this Proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed City of College Station Construction Agreement.

Signed By: 

Title: CEO / President

Typed Name: Gene Norman

Company Name: Norman Construction Services LLC

Phone No.: 979-690-0015

Fax No.: _____

Email: gene@normanconstructionservices.com

Proposal Address: PO Box 223 Wellborn, TX 77881

P.O. Box or Street City State Zip

Order Address: PO Box 223 Wellborn, TX 77881

P.O. Box or Street City State Zip

Remit Address: PO Box 223 Wellborn, TX 77881

P.O. Box or Street City State Zip

Federal Tax ID No.: 27-0337638

DUNS No.: _____

Date: 11/18/2025

PROPOSAL NO. 26-021

City of College Station
RFP (CSP) 26-021
SH6 Utility Relocation Project Bid Package 1 - Addendum 2
Proposal Opening Tuesday, November 18th @ 2:00 p.m. CT

Please type or write legibly in blue or black ink. A unit price is required for all bid items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

Sheet Number	Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
GENERAL CONSTRUCTION ITEMS						
1	1	MOBILIZATION	1	LS	1,672,784.00	1,672,784.00
	2	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	LS	78,470.00	78,470.00
	3	EROSION AND SEDIMENTATION CONTROL	1	LS	47,500.00	47,500.00
GENERAL CONSTRUCTION ITEMS SUBTOTAL:						1,798,754.00
CONFLICT W2-115						
2	W2-115-1	18-INCH CARRIER PIPE AWWA C151 CL 250 WITH 30-INCH STEEL CASING INSTALLED BY MECHANICAL BORE (WATER)	223	LF	1,399.00	311,977.00
	W2-115-2	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	27	LF	250.00	6,750.00
	W2-115-3	PIPE, 12-INCH DIAMETER, AWWA C151, CLASS 250 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	5	LF	350.00	1,750.00
	W2-115-4	PIPE, 18-INCH DIAMETER, AWWA C151, CLASS 250 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	22	LF	400.00	8,800.00
	W2-115-5	18-INCH X 45 DEGREE M.J. BEND	2	EA	4,250.00	8,500.00
	W2-115-6	18-INCH X 12-INCH M.J. REDUCER	1	EA	2,750.00	2,750.00
	W2-115-7	12-INCH M.J. TEE	1	EA	2,100.00	2,100.00
	W2-115-8	18-INCH M.J. PLUG	1	EA	2,300.00	2,300.00
	W2-115-9	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 12-INCH DIAMETER	2	EA	4,850.00	9,700.00
	W2-115-9.5	CONNECT TO EXIST 12-INCH WATER LINE	1	EA	5,000.00	5,000.00
3	W2-115-10	18-INCH CARRIER PIPE AWWA C151 CL 250 WITH 30-INCH STEEL CASING INSTALLED BY MECHANICAL BORE (WATER)	170	LF	1,399.00	237,830.00
	W2-115-10.5	18-INCH CARRIER PIPE AWWA C151 CL 250 WITH 30-INCH STEEL CASING INSTALLED BY OPEN CUT	15	LF	1,150.00	17,250.00
	W2-115-11	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	7	LF	250.00	1,750.00
	W2-115-12	PIPE, 18-INCH DIAMETER, AWWA C151, CLASS 250 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	7	LF	400.00	2,800.00
	W2-115-13	18-INCH M.J. TEE	1	EA	5,250.00	5,250.00
	W2-115-14	18-INCH M.J. PLUG	1	EA	2,300.00	2,300.00
	W2-115-15	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 18-INCH DIAMETER	2	EA	24,150.00	48,300.00
	W2-115-16	BAC-T TEST	1	EA	4,500.00	4,500.00
	W2-115-17	PRESSURE TEST	1	EA	4,500.00	4,500.00
	W2-115-18	GROUT FILL ABANDONED LINE	443	LF	50.00	22,150.00
	W2-115-19	CONNECT TO EXIST 18-INCH WATER LINE	1	EA	8,600.00	8,600.00
W2-115 SUBTOTAL:						714,857.00
CONFLICT W2-117						
4	W2-117-1	PIPE, 6-INCH DIAMETER, AWWA C900 DR 14, INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	8	LF	150.00	1,200.00
	W2-117-2	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	8	LF	100.00	800.00
	W2-117-3	FIRE HYDRANT, TYPE 1	1	EA	10,250.00	10,250.00
	W2-117-4	CONNECT TO EXIST 6-INCH WATER LINE	1	EA	4,000.00	4,000.00
	W2-117-5	BAC-T TEST	1	EA	4,500.00	4,500.00
	W2-117-6	PRESSURE TEST	1	EA	4,500.00	4,500.00
W2-117 SUBTOTAL:						25,250.00
CONFLICT W2-157						
5	W2-157-1	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	86	LF	65.00	5,590.00
	W2-157-2	PIPE, 12-INCH DIAMETER, AWWA C151, CLASS 250 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	86	LF	210.00	18,060.00
	W2-157-3	WET CONNECTIONS, 12-INCH DIAMETER X 12-INCH DIAMETER	2	EA	2,500.00	5,000.00
	W2-157-4	12-INCH x 45 DEGREE M.J. BEND	4	EA	2,300.00	9,200.00
	W2-157-5	BAC-T TEST	1	EA	4,500.00	4,500.00
	W2-157-6	PRESSURE TEST	1	EA	4,500.00	4,500.00
	W2-157-7	REMOVE ABANDONED LINE	86	LF	75.00	6,450.00
W2-157 SUBTOTAL:						53,300.00
CONFLICT W2-160						
6	W2-160-1	16-INCH CARRIER PIPE AWWA C151 CL 250 WITH 30-INCH STEEL CASING INSTALLED BY MECHANICAL BORE (WATER)	207	LF	1,369.00	283,383.00
	W2-160-2	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	43	LF	250.00	10,750.00
	W2-160-3	PIPE, 12-INCH DIAMETER, AWWA C151, CLASS 250 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	5	LF	350.00	1,750.00
	W2-160-4	PIPE, 16-INCH DIAMETER, AWWA C151, CLASS 250 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	38	LF	425.00	16,150.00
	W2-160-5	CONNECT TO EXISTING 12-INCH WATERLINE	1	EA	4,500.00	4,500.00
	W2-160-6	16-INCH X 22.5 DEGREE M.J. BEND	2	EA	3,100.00	6,200.00

Sheet Number	Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
6	W2-160-7	16-INCH X 12-INCH M.J. REDUCER	1	EA	2,300.00	2,300.00
	W2-160-8	12-INCH M.J. TEE	1	EA	2,100.00	2,100.00
	W2-160-9	16-INCH M.J. PLUG	1	EA	2,300.00	2,300.00
	W2-160-10	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 12-INCH DIAMETER	2	EA	4,850.00	9,700.00
7	W2-160-11	16-INCH CARRIER PIPE AWWA C151 CL 250 WITH 30-INCH STEEL CASING INSTALLED BY MECHANICAL BORE (WATER)	169	LF	1,369.00	231,361.00
	W2-160-12	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	31	LF	250.00	7,750.00
	W2-160-13	PIPE, 12-INCH DIAMETER, AWWA C151, CLASS 250 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	3	LF	500.00	1,500.00
	W2-160-14	PIPE, 16-INCH DIAMETER, AWWA C151, CLASS 250 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	28	LF	550.00	15,400.00
	W2-160-15	CONNECT TO EXISTING 12-INCH WATERLINE	1	EA	4,500.00	4,500.00
	W2-160-16	16-INCH X 22.5 DEGREE M.J. BEND	2	EA	3,100.00	6,200.00
	W2-160-17	16-INCH X 12-INCH M.J. REDUCER	1	EA	2,300.00	2,300.00
	W2-160-18	12-INCH M.J. TEE	1	EA	2,100.00	2,100.00
	W2-160-19	16-INCH M.J. PLUG	1	EA	2,300.00	2,300.00
	W2-160-20	M.J. VALVES, RESILIENT WEDGE GATE VALVE, 12-INCH DIAMETER	2	EA	4,850.00	9,700.00
	W2-160-21	DRAIN VALVE ASSEMBLIES	1	EA	4,500.00	4,500.00
	W2-160-22	BAC-T TEST	1	EA	4,500.00	4,500.00
	W2-160-23	PRESSURE TEST	1	EA	4,500.00	4,500.00
	W2-160-24	GROUT FILL ABANDONED LINE	451	LF	50.00	22,550.00
W2-160 SUBTOTAL:						658,294.00
CONFLICT W2-255						
8	W2-255-1	16-INCH CARRIER PIPE AWWA C151 CL 250 WITH 24-INCH STEEL CASING INSTALLED BY MECHANICAL BORE (WATER)	180	LF	1,369.00	246,420.00
	W2-255-2	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	25	LF	250.00	6,250.00
	W2-255-3	PIPE, 16-INCH DIAMETER, AWWA C151, CLASS 250 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	25	LF	550.00	13,750.00
	W2-255-4	24-INCH x 16-INCH M.J. TEE	1	EA	6,525.00	6,525.00
	W2-255-5	24-INCH M.J. GATE VALVE	1	EA	37,569.00	37,569.00
	W2-255-6	16-INCH M.J. GATE VALVE	1	EA	22,250.00	22,250.00
	W2-255-7	16-INCH x 45 DEGREE M.J. BEND	2	EA	2,300.00	4,600.00
	W2-255-8	16-INCH M.J. CAP	1	EA	2,100.00	2,100.00
	W2-255-9	CONNECT TO EXISTING 24-INCH WATERLINE	1	EA	8,000.00	8,000.00
	W2-255-10	BAC-T TEST	1	EA	4,500.00	4,500.00
	W2-255-11	PRESSURE TEST	1	EA	4,500.00	4,500.00
	W2-255-12	GROUT FILL ABANDONED LINE	205	LF	50.00	10,250.00
9	W2-255-13	16-INCH CARRIER PIPE AWWA C151 CL 250 WITH 24-INCH STEEL CASING INSTALLED BY MECHANICAL BORE (WATER)	135	LF	1,369.00	184,815.00
	W2-255-13.5	16-INCH CARRIER PIPE AWWA C151 CL 250 WITH 24-INCH STEEL CASING INSTALLED BY OPEN CUT	15	LF	1,050.00	15,750.00
	W2-255-14	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	50	LF	250.00	12,500.00
	W2-255-15	PIPE, 16-INCH DIAMETER, AWWA C151, CLASS 250 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	50	LF	550.00	27,500.00
	W2-255-16	18-INCH x 16-INCH M.J. TEE	1	EA	4,250.00	4,250.00
	W2-255-17	18-INCH M.J. GATE VALVE	1	EA	28,250.00	28,250.00
	W2-255-18	16-INCH M.J. GATE VALVE	1	EA	22,250.00	22,250.00
	W2-255-19	16-INCH x 45 DEGREE M.J. BEND	2	EA	3,100.00	6,200.00
	W2-255-20	16-INCH M.J. CAP	1	EA	3,100.00	3,100.00
	W2-255-21	CONNECT TO EXISTING 18-INCH WATERLINE	1	EA	8,000.00	8,000.00
	W2-255-22	GROUT FILL ABANDONED LINE	185	LF	50.00	9,250.00
W2-255 SUBTOTAL:						688,579.00
CONFLICT WW2-160						
12	WW2-160-1	15-INCH PVC SANITARY SEWER, ASTM D3034 SDR 26, INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	146	LF	185.00	27,010.00
	WW2-160-2	TRENCH EXCAVATION PROTECTIVE SYSTEMS (ALL DEPTHS)	146	LF	15.00	2,190.00
	WW2-160-3	STANDARD 5-FT MANHOLE WITH RING AND COVER	1	EA	9,500.00	9,500.00
	WW2-160-4	CONNECT TO EXISTING MANHOLE	1	EA	3,500.00	3,500.00
	WW2-160-4.5	HYDROMULCH SEEDING	1460	SF	1.00	1,460.00
13	WW2-160-5	GROUT FILL ABANDONED LINE	773	LF	50.00	38,650.00
WW2-160 SUBTOTAL:						82,310.00
per addendum#2				TOTAL BASE BID:	\$4,021,344.00	

Submitted by Norman Construction Services - 11/18/2025

PROPOSAL FORM

Date: November 18, 2025

PROPOSAL FROM: Norman Construction Services LLC

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

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the Highway 6 Utilities Relocates project and to perform the work required for the construction of said Project at the location set out by the Plans and Specifications, in strict accordance with the Contract Documents.

Please type or write legibly in blue or black ink. A unit price is required for all bid items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

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: (\$ 4,021,344.00)

CALENDAR DAYS: Total number of calendar days to substantial completion is 180 days.

RECEIPT OF ADDENDA

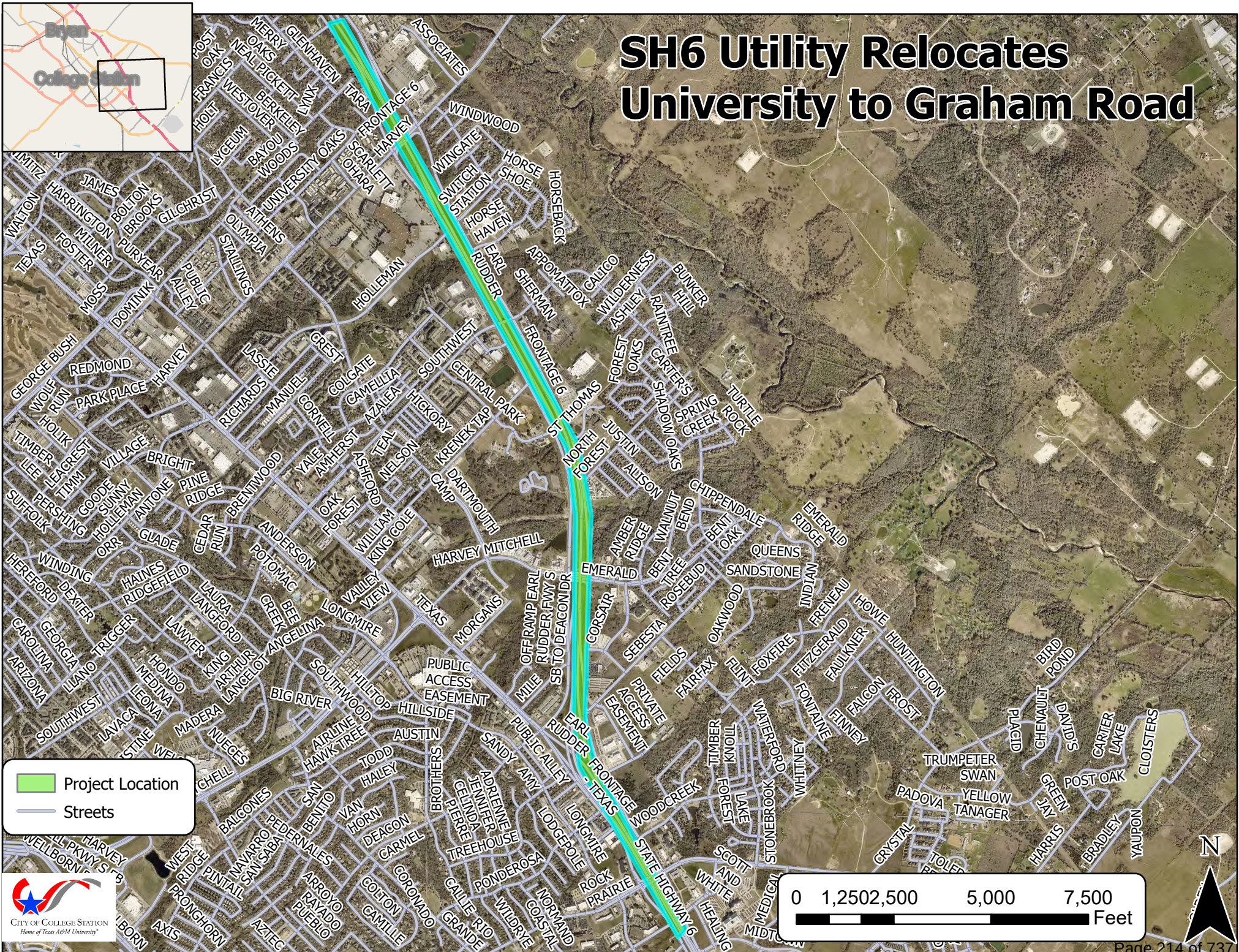
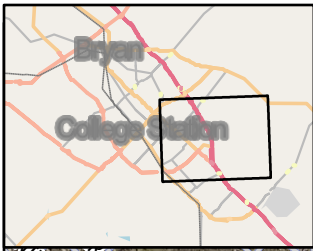
I hereby acknowledge receipt of the following Addenda:  #1 & #2

CONTRACTOR NAME: Norman Construction Services LLC

CONTRACTOR SIGNATURE: 

EXHIBIT E
CONSTRUCTION SCHEDULE

SH6 Utility Relocates University to Graham Road



Project Location
Streets



0 1,250 2,500 5,000 7,500 Feet



TABULATION SUMMARY

RFP (CSP) NO. 26-021 Hwy 6 Utilities Relocation

11/18/2025

CONTRACTOR	BASE PROPOSAL	NUMBER OF CALENDAR DAYS	Total Sum	BOND	Addenda	Certification
Norman Construction	\$ 4,021,344.00	180	\$ 4,021,344.00	Y	Y	Y
Elliott Construction	\$ 4,544,505.00	180	\$ 4,544,505.00	Y	Y	Y
D&S Contracting	\$ 5,404,505.00	180	\$ 5,404,505.00	Y	Y	Y

Award

December 11, 2025
Item No. 7.7.
Rock Prairie Rehab Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a professional services contract with Binkley & Barfield | DCCM the amount of \$975,907 for professional services for the Rock Prairie Rehabilitation Project.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This project includes the rehabilitation of Rock Prairie Road from William D. Fitch to the College Station City Limits. The project will include milling off existing Hot Mix Asphalt Concrete (HMAC) and existing base, remixing and stabilizing subgrade, and installing new flex base and HMAC. The project scope also includes improvements to the existing open-ditch drainage infrastructure, the replacement of existing culvert crossings along Rock Prairie, and the installation of a new sidewalk extension to provide pedestrian connectivity to Lick Creek Park.

The City of College received eight (8) Statements of Qualifications (SOQ). Following the review process, and one round of interviews of the top three (3) firms, Binkley & Barfield | DCCM was selected as the most qualified firm for the project.

Budget & Financial Summary: Funds in the amount of \$4,400,000.00 are currently budgeted for this project in the Streets Capital Improvement Projects Fund. A total of \$3,878 has been expended or committed to date, leaving a balance of \$4,396,122 for this design contract and remaining project expenses.

Attachments:

1. Rock Prairie Design Contract - Vendor Signed
2. Rock Prairie Design Contract RFQ 25-092 list of respondents
3. Rock Prairie Design ST2400 Location Map



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300183 PROJECT#: ST2400 BID/RFP/RFQ#: 25-092

Project Name / Contract Description: Rock Prairie East Widening

Name of Contractor: DCCM Infrastructure, Inc. (Formerly BinkleyBarfield|DCCM)

CONTRACT TOTAL VALUE: \$ 975,907.00 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)

Eight (8) Statements of Qualifications (SOQ) were submitted. Funds in the amount of \$4,400,000.00 are currently budgeted for this project in the Streets Capital Improvement Projects Fund.

A total of \$3,878 has been expended or committed to date, leaving a balance of \$4,396,122 for this design contract and remaining project expenses.

(If required)*
CRC Approval Date*: N/A Council Approval Date*: 12/11/2025 Agenda Item No*: TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

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
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 **DCCM Infrastructure, Inc.** (formerly BinkleyBarfield|DCCM) a Texas 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”):

Exhibit "A" attached...

**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 **Nine Hundred Seventy-Five Thousand Nine Hundred Seven and No/100 Dollars (\$975,907.00)**.

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: Item G in Exhibit "A" **calendar days** after the authorization to commence planning.
- (b) Preliminary Design: Item G in Exhibit "A" **calendar days** after authorization to commence PPD.
- (c) Final Design: Item G in Exhibit "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):

See attached Exhibit "A"...

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 \$4,400,000.00. 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

Attn: Raquel Gonzales, P.E.
PO BOX 9960
1101 Texas Ave College
Station, TX 77842
ragonzales@cstx.gov

Binkley & Barfield Inc. DCCM

Attn: Brandon Boatcallie, P.E.
1701 Southwest Parkway, Suite
111 College Station, TX 77840
979-703-1809
BBoatcallie@dccm.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

DCCM Infrastructure, Inc.
(formerly BinkleyBarfield|
DCCM)

CITY OF COLLEGE STATION

By: Brandon Boatcallie

By: _____

Printed Name: Brandon Boatcallie

City Manager

Date: _____

Title: Sr Corporate Vice President

Date: 11/26/2025

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
SCOPE OF SERVICES

November 3, 2025

Revised November 18, 2025

Via: E-Mail

Raquel Gonzales, PE, CFM
Project Manager
City of College Station
300 Krenek Tap Road
College Station, TX 77840

Re: Proposal for Professional Services – Rock Prairie Rehabilitation Project

Dear Raquel:

BinkleyBarfield|DCCM is pleased to submit this proposal to The City of College Station (City) for engineering and surveying services in connection with the Rock Prairie Road Rehabilitation Project. We are excited that you have selected us for this assignment. It is our understanding that the project scope includes rehabilitating Rock Prairie Road from William D. Fitch Parkway to the City Limits (approx. 10,560 LF) and generally includes topographic surveying, geotechnical engineering, subsurface utility engineering, utility coordination, project management, engineering design, traffic engineering, public engagement, ADA registration/plan review/site inspection, construction materials testing, and bidding and construction phase services.

A. Services to be provided by BinkleyBarfield|DCCM:

BinkleyBarfield|DCCM will provide subsurface utility engineering, utility coordination, project management, engineering design, public engagement, and bidding and construction phase services as summarized below and per *Attachment A: BinkleyBarfield|DCCM Rock Prairie Road Rehabilitation Level of Effort Summary*.

Subsurface Utility Engineering

BinkleyBarfield|DCCM will provide up to 600 LF of SUE QL B designation and 10 QL A test holes (in one mobilization) on a Unit Cost and Specified Rate Basis.

Utility Coordination

BinkleyBarfield|DCCM will assist the City with utility coordination efforts by developing and updating a utility conflict matrix, attending utility field and coordination meeting (15 hours), and reviewing utility owner relocation plans (20 hours - 5 utilities, 4 hours each).

BinkleyBarfield|DCCM will coordinate with Atmos Energy and Energy Transfer to obtain Letters of No Objection, including correspondence and up to two meetings. Deliverables include encroachment application packages with cross sections (based on QLB and QLA data) and responses to company comments or requests.

Project Management

BinkleyBarfield|DCCM will provide project management services including arranging and attending meetings, production management, sub consultant management, monthly project invoicing, and QA/QC efforts for the project.

Engineering Design

BinkleyBarfield|DCCM will prepare engineering design plans for the Rock Prairie Road Rehabilitation project (from William D. Fitch Parkway to the City Limits). The plans will be prepared in accordance with the City of College Station B/CS Unified Standard Specifications. BBI will attend the project kickoff meeting and prepare meeting minutes.

The design plans will include the following tasks and deliverables:

1. General plan sheets including the Title Sheet, Index, Project Layout/Alignment Data Sheets, General Construction Notes, and Quantity Summary Sheets. (11 sheets total)
2. Two-phase Traffic Control Plan including Phase Overviews, Phase Detour Layouts, and Phase TCP Layouts. (30 sheets total)
3. Removal layouts including identification of existing features to be removed (including pavement, sidewalks, structures, trees, etc.). (11 sheets total)
4. Roadway Design including Existing and Proposed Typical Section Sheets, Roadway Plan and Profile sheets (including 8,075 LF of sidewalk design), & Intersection Layouts. (34 sheets total)
5. Roadway Contour Layouts. (11 sheets total)
6. Open Ditch Design and Special Ditch Grades. (included on the Roadway P&P sheets)
7. Culvert layouts, drainage area maps, and hydrologic and hydraulic calculations. (11 sheets total)
8. Fiber Optic Conduit Plan and Profile sheets. (11 sheets total)
9. Signing and Striping Layouts including proposed pavement and tie-ins at existing intersections. (11 sheets total)
10. Storm Water Pollution Prevention Sheets including design of pollution prevention measures. (11 sheets total)
11. Miscellaneous detail sheets as required (To include roadway, drainage, etc.) (3 sheets total)
12. Design standards (to include TCP, Roadway, Drainage, Utilities, Traffic, and SW3P). (42 sheets total)
13. Opinion of probable construction costs (to be submitted with 30%, 60%, 90%, and 100% submittals).

BinkleyBarfield|DCCM will submit design plans for City review at 30%, 60% and 90% completion and will attend meetings with City staff to discuss any comments. Final deliverables will include all electronic MicroStation DGN and Adobe PDF project files.

Public Engagement

BinkleyBarfield|DCCM will present at public meetings where the public is made aware of the proposed project and will prepare meeting materials including sign in sheets, handouts, and exhibits. The project scope includes preparation for and attendance at up to two (2) public meetings and up to 20 hours of additional one-on-one stakeholder meetings.

Bidding and Construction Phase Services

BinkleyBarfield|DCCM will assist the City during the bidding process by attending the pre-bid meeting and assisting in the opening and tabulation of bids for construction of the project. BBI will provide engineering support services during construction to include attending the preconstruction conference, reviewing of shop drawings and resolution of contractor's request for information (RFI's), if required. A total of 26 site visits/progress meetings (bi-weekly construction meetings for 12 months) are included in this scope and will be provided as requested by the City for review of the contractor's general conformance with the construction documents. If a site visit is requested and completed, BBI's representative will prepare notes of the visit for distribution to all required parties. (Note: This is not to be considered onsite Construction Observation.) BBI will also prepare record drawings (based on the contractor's redlines) and provide the plan set in both Microstation DGN, and Adobe PDF formats.

B. Services to be provided by ATG|DCCM:

ATG|DCCM will provide traffic engineering services per *Attachment B: ATG|DCCM Proposal for Traffic Engineering Services* dated October 31, 2025.

C. Services to be provided by Baseline|DCCM:

Baseline|DCCM will provide topographic surveying services per *Attachment C: Baseline|DCCM Proposal for Surveying Services* dated November 18, 2025.

D. Services to be provided by CME Testing and Engineering, Inc. (CME):

CME will provide geotechnical engineering and construction materials testing services per *Attachment D: CME Proposal for Geotechnical Engineering and Construction Materials Testing Services* dated October 29, 2025.

E. Services to be provided by Eddie Hare Accessibility Specialist (EHAS):

EHAS will provide ADA registration, plan review, and site inspection services per *Attachment E: Eddie Hare Accessibility Specialist Standard Services and Fees*.

F. To Be Provided by the City:

- The City will facilitate the provision of existing data (including copies of plats, utility plans, property boundary data, as-built plans, traffic studies, etc.) and any other available project related documentation, which would assist in the completion of the project.
- The City will review the 30%, 60%, and 90% plan submittals and will provide comments to BBI as part of the City's internal review process. BBI will respond to the City comments as part of the review process.
- The City will be primarily responsible for coordinating with private utility providers with support from BBI staff as outlined above.
- The City will advertise and bid the project per the City's current procurement process.
- The City will provide construction inspection services and
- The City will issue public meeting press releases and notices.

G. Schedule:

Upon receiving the Notice to Proceed (NTP) from the City of College Station, BBI will provide 30% conceptual design plans for review within 135 calendar days (45 calendar days for data collection and 90 calendar days for conceptual design), 60% design plans within 75 calendar days, 90% design plans within 75 calendar days, and 100% plans within 30 calendar days.

H. Assumptions:

- The City provided the following direction:
 - The City would like to rehabilitate the existing asphalt pavement and maintain the existing typical section (26' wide rural asphalt section) without adding additional lanes or widening shoulders.
 - The following services are not required:
 - Environmental study
 - A formal drainage report / study and off-site detention analysis and design
 - A Preliminary Engineering Report (PER)
 - Tree services

- The prescriptive and dedicated ROW should be sufficient for the project, with the existing sidewalks along Pebble Creek Ph 11A and The Crossing at Lick Creek Ph 1 being within ROW.
- The geotechnical report will include asphalt pavement rehabilitation recommendations (concrete recommendations are not required).
- A Storm Water Quality Management Plan is not included in the work scope.
- Water, sewer, and private utility design services are not included in the scope of services and will be the responsibility of the respective utility companies.
- Project limits include Rock Prairie Road from William D. Fitch Parkway to the City limits. It is anticipated that project limits end at the edge of the William D. Fitch Parkway edge of pavement.

I. Reimbursable Expenses:

Reimbursable expenses including mileage, reproduction, and delivery services are included within the lump sum fee.

J. Compensation:

We propose to provide the specific services described above as follows:

Design

<i>Subsurface Utility Engineering (Unit Cost / Specified Rate)</i>	<i>\$ 29,889.50</i>
<i>Utility Coordination (Hourly NTE)</i>	<i>\$ 49,085.00</i>
<i>Project Management & Engineering Design Services (Hourly NTE)</i>	<i>\$ 530,965.00</i>
<i>Traffic Engineering Services (Hourly NTE)</i>	<i>\$ 57,874.50</i>
<i>Public Engagement Services (Hourly NTE)</i>	<i>\$ 33,860.00</i>
<i>Topographic Surveying Services (Hourly NTE)</i>	<i>\$ 93,300.00</i>
<i>Geotechnical Engineering Services (Estimated NTE)</i>	<i>\$ 25,638.00</i>
<i>ADA Registration, Plan Review, Site Inspection (Estimated NTE)</i>	<i>\$ 2,500.00</i>
Design Subtotal	\$ 823,112.00

Bidding and Construction

<i>Bidding and Construction Phase Services (Hourly NTE)</i>	<i>\$ 66,745.00</i>
<i>Construction Materials Testing Services (Unit Rate)</i>	<i>\$ 86,050.00</i>
Bidding and Construction Subtotal	\$ 152,795.00

Total Project Fee **\$ 975,907.00**

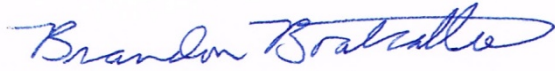
All work to be completed on a unit rate basis will be in accordance with their respective rate sheets provided within this proposal. Please note that our fees are based on the project being implemented based on the assumptions of this proposal with regards to its scope, without major changes or unforeseen conditions. In the event the scope of work requires additional hours to be spent above the budgeted amount, we will discuss this with the Client prior to exceeding the budget amount stated above.

K. Additional Services:

We have made our best effort to prepare a thorough and complete proposal to successfully complete this project. However, there may be additional services we are not currently aware of that may be required or that the Client may desire we provide. Should such a situation occur, a separate proposal would be submitted to the Client for approval prior to our beginning the additional services.

Please call should you have any questions. Thank you again for selecting BinkleyBarfield|DCCM for this assignment and we look forward to working with the City of College Station.

Sincerely,
BinkleyBarfield|DCCM



Brandon M. Boatcallie, P.E.
Project Principal
bboatcallie@dccm.com

Attachment A

BinkleyBarfield | DCCM Rock Prairie Road Rehabilitation

Level of Effort Summary

Binkley & Barfield, Inc.

2026 Billable Rates by Classification

Classification	Unit	Billable Rate
Principal	Hour	\$390.00
Sr. Project Manager	Hour	\$355.00
Deputy Project Manager	Hour	\$285.00
Structural Engineer	Hour	\$275.00
Construction Manager	Hour	\$275.00
Sr. Project Engineer	Hour	\$232.00
Project Engineer	Hour	\$197.00
Field Engineer	Hour	\$214.00
Electrical & Instrumentation Engineer	Hour	\$232.00
Engineer Technician	Hour	\$193.00
EIT II	Hour	\$178.00
Graduate Engineer/EIT I	Hour	\$157.00
Structural Inspector	Hour	\$177.00
Construction Observer/Sr. Inspector III	Hour	\$177.00
Construction Observer/Inspector II	Hour	\$165.00
Construction Observer/Inspector I	Hour	\$135.00
Sr. Designator	Hour	\$143.00
Designator	Hour	\$129.00
Sr. Utility Coordinator	Hour	\$216.00
Utility Coordinator	Hour	\$190.00
Production Manager	Hour	\$288.00
Production Technician	Hour	\$121.00
Sr. Electrical Designer	Hour	\$202.00
Sr. CADD/Designer	Hour	\$192.00
CADD/Designer	Hour	\$174.00
CADD Technician	Hour	\$150.00
GIS Manager	Hour	\$182.00
GIS Analyst	Hour	\$131.00
Sr. Clerical/Administrator/Document Specialist/Recordkeeper	Hour	\$122.00
Clerical/Administrator	Hour	\$112.00
3D Modeling	Day	\$1,160.00

**These rates are subject to a Consumer Price Index (CPI) adjustment.*

Direct Expenses

1. Subconsultant, reproduction, delivery, and other associated expenses shall be reimbursed at cost plus 10%.
2. Mileage shall be reimbursed at the current federal rate as published by the IRS.

BinkleyBarfield DCCM Rock Prairie Road Rehabilitation Level of Effort										
GENERAL	Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT 1	CADD	
	\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
COVER SHEET		1			2			2	4	\$1,663.00
INDEX		2	2				8			\$2,704.00
EXISTING TYPICAL SECTIONS		1	2		2		8		4	\$3,343.00
PROPOSED TYPICAL SECTIONS		1	2		2		8	8	4	\$4,599.00
PROJECT LAYOUT/HORIZONTAL DATA/SURVEY DATA		1	2		2		8	8	4	\$4,599.00
GENERAL NOTES		1	1	4	4		6	6	2	\$4,666.00
QUANTITY SUMMARIES (30%,60%,90%,100%)	4	4	4	12	12		36	36	12	\$23,128.00
<i>Subtotal</i>	<i>4</i>	<i>11</i>	<i>13</i>	<i>16</i>	<i>24</i>	<i>0</i>	<i>74</i>	<i>60</i>	<i>30</i>	<i>\$44,702.00</i>
TRAFFIC CONTROL	Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT 1	CADD	
	\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
TRAFFIC CONTROL PHASE OVERVIEW / TYPICAL SECTIONS PHASE 1			2		2		8	8	4	\$4,244.00
TRAFFIC CONTROL PLANS PHASE 1 - DETOUR LAYOUT SHEET			2		2		8	8	4	\$4,244.00
TRAFFIC CONTROL PLANS PHASE 1			11		44		66	66	22	\$37,213.00
TRAFFIC CONTROL PHASE OVERVIEW / TYPICAL SECTIONS PHASE 2			2		2		8	8	4	\$4,244.00
TRAFFIC CONTROL PLANS PHASE 2 - DETOUR LAYOUT SHEET			2		2		8	8	4	\$4,244.00
TRAFFIC CONTROL PLANS PHASE 2			7		30		44	44	15	\$24,895.00
TRAFFIC CONTROL STANDARDS					1		2			\$553.00
<i>Subtotal</i>	<i>0</i>	<i>0</i>	<i>26</i>	<i>0</i>	<i>83</i>	<i>0</i>	<i>144</i>	<i>142</i>	<i>53</i>	<i>\$79,637.00</i>
ROADWAY	Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT 1	CADD	
	\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
REMOVAL LAYOUT			11	22	22		66	66	22	\$37,983.00
ROADWAY PLAN & PROFILE (INCL. 8,075 LF SIDEWALK DESIGN)			22	44	44		132	132	44	\$75,966.00
SIDE STREET PLAN & PROFILE / INTERSECTION LAYOUTS			8	16	16		48	48	16	\$27,624.00
DRIVEWAY DETAILS		1	2	2	2		8	8	6	\$5,363.00
MISCELLANEOUS ROADWAY DETAILS			1	2	2		6	6	2	\$3,453.00
ROADWAY STANDARDS					1		2			\$553.00
CONTOUR SHEETS			11	11			44	44	22	\$23,727.00
<i>Subtotal</i>	<i>0</i>	<i>1</i>	<i>55</i>	<i>97</i>	<i>87</i>	<i>0</i>	<i>306</i>	<i>304</i>	<i>112</i>	<i>\$174,669.00</i>
DRAINAGE	Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT 1	CADD	
	\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
EXISTING DRAINAGE AREA MAP		2	4	4	4		16	16	12	\$10,726.00
PROPOSED DRAINAGE AREA MAP		2	4	4	4		16	16	12	\$10,726.00
HYDRAULIC DATA SHEET FOR CULVERTS		1	2	2	2		8	8	6	\$5,363.00
HYDRAULIC DATA SHEET FOR DITCHES		1	2	2	2		8	8	6	\$5,363.00
CULVERT LAYOUTS		5	10	10	10		40	40	30	\$26,815.00
DITCH DESIGN					44		88	88		\$38,148.00
DRAINAGE DETAILS		1	2	2	2		8	8	6	\$5,363.00
DRAINAGE STANDARDS					1		2			\$553.00
<i>Subtotal</i>	<i>0</i>	<i>12</i>	<i>24</i>	<i>24</i>	<i>69</i>	<i>0</i>	<i>186</i>	<i>184</i>	<i>72</i>	<i>\$103,057.00</i>
UTILITY	Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT 1	CADD	
	\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
FIBER P&P			11	11			44	44	22	\$23,727.00
FIBER STANDARDS					1		2			\$553.00
<i>Subtotal</i>	<i>0</i>	<i>0</i>	<i>11</i>	<i>11</i>	<i>1</i>	<i>0</i>	<i>46</i>	<i>44</i>	<i>22</i>	<i>\$24,280.00</i>

TRAFFIC		Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT I	CADD	
		\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
SIGNING & PAVEMENT MARKING LAYOUTS				11	22	22		66	66	22	\$37,983.00
TRAFFIC STANDARDS						1		2			\$553.00
	<i>Subtotal</i>	<i>0</i>	<i>0</i>	<i>11</i>	<i>22</i>	<i>23</i>	<i>0</i>	<i>68</i>	<i>66</i>	<i>22</i>	<i>\$38,536.00</i>
EROSION CONTROL		Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT I	CADD	
		\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
SW3P LAYOUTS				11	22	22		66	66	22	\$37,983.00
EROSION CONTROL STANDARDS						1		2			\$553.00
	<i>Subtotal</i>	<i>0</i>	<i>0</i>	<i>11</i>	<i>22</i>	<i>23</i>	<i>0</i>	<i>68</i>	<i>66</i>	<i>22</i>	<i>\$38,536.00</i>
		Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT I	CADD	
Public Engagement - 2 public meetings		\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
Meeting Planning (2 meetings)		4	6					16			\$6,538.00
Meeting Exhibits (2 meetings)		4	4					16		32	\$10,628.00
Meeting Attendance (2 meetings)		4	10			4		12			\$8,034.00
Stakeholder meetings		4	20								\$8,660.00
	<i>Subtotal</i>	<i>16</i>	<i>40</i>	<i>0</i>	<i>0</i>	<i>4</i>	<i>0</i>	<i>44</i>	<i>0</i>	<i>32</i>	<i>\$33,860.00</i>
		Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT I	CADD	
Project Management		\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
Monthly Invoicing - 0.5 x 24 months			12								\$4,260.00
Engineer's Estimate - 30%, 60%, 90%, 100%			16			32					\$11,984.00
General Coordination / City Meetings - monthly City design meetings		12	12			12					\$11,304.00
	<i>Subtotal</i>	<i>12</i>	<i>40</i>	<i>0</i>	<i>0</i>	<i>44</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>\$27,548.00</i>
		Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT I	CADD	
Utility Coordination		\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
Conflict Matrix - Various iterations						30		60			\$16,590.00
LONO Coordination			20				50			60	\$25,600.00
Meetings - Assume 15 hours of PE time						15					\$2,955.00
Utility Owner Plan Review - 5 owners, 4 hours each						20					\$3,940.00
	<i>Subtotal</i>	<i>0</i>	<i>20</i>	<i>0</i>	<i>0</i>	<i>65</i>	<i>50</i>	<i>60</i>	<i>0</i>	<i>60</i>	<i>\$49,085.00</i>
		Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT I	CADD	
Bidding / CPS		\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
Pre Bid			2			2					\$1,104.00
Pre Con			2			2					\$1,104.00
Shop Drawing Review			15					30			\$10,665.00
RFIs (12 months)			12		12			24			\$11,316.00
Bi-Weekly Meetings - 1 year construction - 26 meetings. 2 hours each			52			52					\$28,704.00
As Builts			4					16		20	\$7,268.00
Record Drawings			2	2	8			16		4	\$6,584.00
	<i>Subtotal</i>	<i>0</i>	<i>89</i>	<i>2</i>	<i>20</i>	<i>56</i>	<i>0</i>	<i>86</i>	<i>0</i>	<i>24</i>	<i>\$66,745.00</i>
	Total	32	213	153	212	479	50	1082	866	449	\$680,655.00

SUE QL-B Designation Services

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
QL-B Designation				
SUE Project Manager	1	Hrs.	\$263.00	\$263.00
SUE EIT II	1	Hrs.	\$170.00	\$170.00
SUE Sr. Designator	1	Hrs.	\$143.00	\$143.00
SUE Two Person Crew	12	Hrs.	\$250.00	\$3,000.00
		QL-B Designation		\$3,576.00

SUE QL-A Test Hole Services (10 Test Holes)

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
QL-A Test Hole Services				
SUE Project Manager	2	Hrs.	\$263.00	\$526.00
SUE EIT II	4	Hrs.	\$170.00	\$680.00
SUE Sr. Designator	4	Hrs.	\$143.00	\$572.00
SUE Two Person Crew	24	Hrs.	\$250.00	\$6,000.00
Vacuum Excavation	2	Day	\$6,985.00	\$13,970.00
Vacuum Excavation - Mobilization	185	mile	\$6.30	\$1,165.50
Traffic Control Services	1	Day	\$2,640.00	\$2,640.00
Lodging and Per diem	4	Unit	\$190.00	\$760.00
		QL-A Test Hole Services		\$26,313.50

Attachment B

ATG|DCCM Proposal for Traffic Engineering Services



October 31, 2025

Brandon Boatcallie, P.E.
Senior Corporate Vice President
BinkleyBarfield | DCCM
1701 Southwest Parkway, Suite 111
College Station, Texas 77840

Re: Rock Prairie Road Traffic Study Proposal

Brandon,

Thank you for the opportunity to submit ATG | DCCM's (ATG) proposal for providing professional traffic engineering services to perform a traffic study on Rock Prairie Road between William D. Fitch Parkway and a point 2 miles to the east of William D. Fitch Parkway. The proposal includes a detailed estimate including labor and direct expenses.

Project Description

The project will consist of preparing a traffic study to support the development of roadway improvements along Rock Prairie Road. ATG will perform data collection, traffic projections, traffic and operational analysis, turn lane analysis, safety analysis, and preparation of a report outlining the results of the traffic study.

Scope of Services

Task 1 – Data Collection

Engineer shall conduct field reconnaissance and collect data as necessary to complete the traffic study. The following information will be obtained as part of the data collection:

1. Existing and future year traffic data developed by the city or others.
2. Crash Records from the most recent five-year period from TxDOT Crash Records Information System (CRIS) database.
3. City of College Station Major Thoroughfare Plans

Engineer shall collect, review, and evaluate traffic data to be collected within the project limits and study area including the following counts:

- Four-Hour Classification Turning Movement Counts at the following intersections:
 - Rock Prairie Road and William D. Fitch Parkway
 - Rock Prairie Road and Lanham Drive
 - Rock Prairie Road and Spanish Moss Drive
 - Rock Prairie Road and Williams Creek Drive
 - Rock Prairie Road and Firebank Place
 - Rock Prairie Road and Knoxville Way / Lick Creek Park Entrance

- 24-Hour Classification Main Lane Counts
 - Between William D. Fitch Parkway and Lanham Drive
 - Between Firebank Place and Knoxville Way / Lick Creek Park Entrance
- Speed Studies (Per TxDOT Procedures for Establishing Speed Zones)
 - Between William D. Fitch Parkway and Lanham Drive
 - Between Lanham Drive and Spanish Moss Drive
 - Between Firebank Place and Knoxville Way / Lick Creek Park Entrance
 - Between Knoxville Way / Lick Creek Park Entrance and Project End
- Any previous traffic studies performed in the study area.
- Conduct field visits and document lane configurations for each major intersection within the project area.

Task 2 – Traffic Data and Projections

Engineer shall obtain the base year traffic data and develop the opening-year, design-year (opening year +20), and horizon year (opening year +30). Engineer shall develop traffic forecasts for Rock Prairie Road and at the proposed intersections within the study area which extends from William D. Fitch Parkway approximately two miles to the east. The projections will include graphic representations of the anticipated daily and peak hour traffic volumes within the study area within the report. Engineer shall utilize historical traffic growth and projected volumes from the Bryan/College Station MPO Travel Demand Model along with Traffic Impact Analyses (TIAs) for known developments within or near the study area.

Engineer shall submit the traffic volumes to the City of College Station for review and approval prior to starting the traffic analysis for the project.

Task 3 – Traffic and Operational Analysis

Engineer shall review and analyze traffic data (including percent trucks, volume, and directional distribution), existing roadway features, traffic flow patterns, and transit and traffic operations. Engineer shall conduct capacity analysis studies for the locations listed below:

- Rock Prairie Road and William D. Fitch Parkway
- Rock Prairie Road and Lanham Drive
- Rock Prairie Road and Spanish Moss Drive
- Rock Prairie Road and Williams Creek Drive
- Rock Prairie Road and Firebank Place
- Rock Prairie Road and Knoxville Way / Lick Creek Park Entrance

Engineer shall conduct capacity analysis studies for designated locations and make recommendations for improving traffic flow. Engineer shall use the Highway Capacity Manual and Synchro software to model the study area. Analysis must be performed for the existing/base year, opening year, design year (opening year +20), and the horizon year (opening year +30). Results of the analysis will be incorporated into the design of the roadway.

Task 4 – Turn Lane Analysis

Engineer shall evaluate where left and right turn lanes should be installed within the limits of Rock Prairie Road, specifically at the intersections below:

- Rock Prairie Road and William D. Fitch Parkway
- Rock Prairie Road and Lanham Drive
- Rock Prairie Road and Spanish Moss Drive
- Rock Prairie Road and Williams Creek Drive
- Rock Prairie Road and Firebank Place
- Rock Prairie Road and Knoxville Way / Lick Creek Park Entrance

The need for left and right turn lanes shall be evaluated based on The Bryan/College Station Unified Design Guidelines and NCHRP Report 457. Recommendations for providing left and right turn lanes as part of the roadway rehabilitation project.

Task 5 – Safety Analysis

Engineer shall review and analyze historical crash data for latest five full calendar years (i.e., January 1 to December 1, inclusive) with respect to crash characteristics such as severity, crash types, frequency, rates, patterns, clusters, and their relationship to crash contributing factors. Purpose of the historical crash analysis is to determine safety performance of the existing conditions to understand any safety issues within the study area and provide possible recommendations to improve safety to the City of College Station for inclusion in the plans for Rock Prairie Road.

Task 6 – Traffic and Safety Analysis Report

Engineer shall prepare a final report which will outline the results of the analysis performed and provide recommendations for the City of College Station to implement as part of the Rock Prairie Road rehabilitation project to improve both the safety and operations of the corridor. The report will have the following sections:

- Executive Summary
- Introduction
- Area Characteristics
- Vehicular Traffic
- Crash Analysis
- Auxiliary Lane Analysis
- Intersection Capacity Analysis
- Summary
- Recommendations
- Conclusion

Task 7 – Project Management

The Engineer shall:

- A. Submit written progress reports to the city monthly indicating the actual work accomplished during the month, and the estimated work to be accomplished for the coming month.
- B. Engineer shall maintain records of meetings for the project and pertinent information used to develop the traffic report.
- C. Meet periodically with BBI | DCCM and the City of College Station to discuss project status and issues.

Exclusions

This scope of services does not include the following:

- Revisions to the proposed traffic study based on changes in the baseline assumptions which will be confirmed with BBI and City of College Station prior to the commencement of the traffic analysis.
- Traffic Signal Warrant Analysis at any intersection within the study area.
- Any amendments to the traffic analysis following final issuance of the report.
- Public involvement and additional meetings beyond those specifically noted in this scope.

These services, if required and upon agreement from with BBI | DCCM, will be performed as an additional service.

Compensation

Summary of Cost

The summary of cost for providing services described is shown below.

Task	Method of Compensation	Amount
Task 1 – Data Collection	T & M	\$ 5,151.00
Task 2 – Traffic Data and Projections	T & M	\$ 7,529.50
Task 3 – Traffic and Operational Analysis	T & M	\$ 9,308.00
Task 4 – Turn Lane Analysis	T & M	\$ 4,337.00
Task 5 – Safety Analysis	T & M	\$ 6,498.00
Task 6 – Traffic and Safety Analysis Report	T & M	\$13,346.00
Task 7 – Project Management	T & M	\$5,005.00
Total Labor Cost	T & M	\$ 51,174.50
Traffic Data Collection – Unit Costs	T & M	\$ 6,400.00
Other Direct Expenses	T & M	\$ 300.00
Total Fee	T & M	\$57,874.50

October 31, 2025

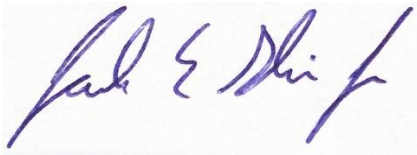
Re: Rock Prairie Road Traffic Study Proposal

ATG has prepared this proposal based on current market conditions and it is only valid for 120 days. If Client does not authorize and execute agreement within 120 days of receipt, a new Agreement and cost estimate will be required.

In closing, we appreciate the opportunity to provide this proposal and are available at your convenience to answer any questions. Feel free to call me at any time at 832.547.8390.

Sincerely,

Alliance Transportation Group, LLC

A handwritten signature in blue ink, appearing to read "Jack Shick", is written over a light blue rectangular background.

Jack Shick, P.E., PTOE
Senior Project Manager

FEE SCHEDULE
SPECIFIED RATE

Sub Provider: ATG | DCCM

Rock Prairie Road Traffic Study	Principal	Senior Associate / Quality Manager	Engineer V / VI	Engineer III/IV	Engineer I/II	Engineer In Training	Junior Engineering Tech	Engineering Tech	Senior Engineering Tech	Project Administration	Admin / Clerical	Total Hours	Total Amount
Work Task													
Contract Rate	\$504.00	\$357.00	\$310.00	\$268.00	\$215.00	\$164.00	\$105.00	\$156.00	\$210.00	\$160.00	\$125.00		
1. DATA COLLECTION													
Obtaining Crash Records from CRIS			1		1	3						5	\$1,017.00
Field Visits			6		6	6						18	\$4,134.00
2. TRAFFIC DATA AND PROJECTIONS													
Smooth/Balance Existing Conditions Traffic counts		0.5	1		3	3						8	\$1,625.50
Opening Year Projections		1	1		3	4						9	\$1,968.00
Design Year Projections		1	1		3	4						9	\$1,968.00
Horizon Year Projections		1	1		3	4						9	\$1,968.00
3. TRAFFIC AND OPERATIONAL ANALYSIS													
Existing Conditions Synchro Models (6 Intersections)		1	1		3	6						11	\$2,296.00
Opening Year Synchro Models (6 Intersections)		1	1		2	4						8	\$1,753.00
Design Year Synchro Models (6 Intersections)		1	1		2	4						8	\$1,753.00
Horizon Year Synchro Models (6 Intersections)		1	1		2	4						8	\$1,753.00
Evaluate Speed Studies and Provide Recommendation		1	1		2	4						8	\$1,753.00
4. TURN LANE ANALYSIS													
Turn Lane Evaluation for Existing Conditions		0.5	1		4	5						11	\$2,168.50
Turn Lane Evaluation for Opening Year Conditions		0.5	1		4	5						11	\$2,168.50
5. SAFETY ANALYSIS													
Categorize Existing Crashes		1	1		5	6						13	\$2,726.00
Existing Crashes Heat Map		1	1		2	3						7	\$1,589.00
Existing Crash Rate Calculations		1	1		4	4						10	\$2,183.00
6. TRAFFIC AND SAFETY ANALYSIS REPORT													
Develop Report outlining results of traffic and safety analyiss		4	4		10	24						42	\$8,754.00
Address Comments from City of College Station on Report		2	2		6	12						22	\$4,592.00
Total Hours	0	18.5	27	0	65	105	0	0	0	0	0	216	
Contract Rate	\$504.00	\$357.00	\$310.00	\$268.00	\$215.00	\$164.00	\$105.00	\$156.00	\$210.00	\$160.00	\$125.00		
FC 102 (110)	\$0.00	\$6,604.50	\$8,370.00	\$0.00	\$13,975.00	\$17,220.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$46,169.50

	Principal	Senior Associate / Quality Manager	Engineer V / VI	Engineer III/IV	Engineer I/II	Engineer In Training	Junior Engineering Tech	Engineering Tech	Senior Engineering Tech	Project Administration	Admin / Clerical	Total Hours	Total Amount
Task 7 - Project Management													
Monthly Progress Report and Invoicing (3 Months)			4							4	4	12	\$2,380.00
Weekly Meetings with BBI DCCM (5 Meetings)			5		5							10	\$2,625.00
Total Hours	0	0	9	0	5	0	0	0	0	4	4	18	
Contract Rate	\$504.00	\$357.00	\$310.00	\$268.00	\$215.00	\$164.00	\$105.00	\$156.00	\$210.00	\$160.00	\$125.00		
FC 145	\$0.00	\$0.00	\$2,790.00	\$0.00	\$1,075.00	\$0.00	\$0.00	\$0.00	\$0.00	\$640.00	\$500.00		\$5,005.00

Labor	
FC 102 (110) - ROUTE AND DESIGN STUDIES	\$46,169.50
FC 145 - PROJECT MANAGEMENT	\$5,005.00
Total Labor	\$51,174.50
ODE	\$ 300.00
Unit Costs	\$ 6,400.00
Total	\$57,874.50

ATG OTHER DIRECT EXPENSE SCHEDULE - 2025*

Type	Unit Measure	NTE Unit Rate	Quantity	Total
Lodging/Hotel (excludes taxes/fees)	day/person	\$ 200.00		
Meals	day/person	\$ 70.00		\$ -
Mileage**	mile	\$ 0.70	\$ 300.00	\$210.00
Rental Car (includes Taxes/Fees)	day	\$ 100.00		\$ -
Rental Car Fuel	gallon	\$ 5.00		
Parking	day	\$ 30.00		\$ -
Toll Charges	day	\$ 50.00		\$ -
Taxi/Cab fare	each/person	\$ 40.00		\$ -
Standard Postage **	letter	\$ 0.73		
Overnight Mail - letter size	each	\$ 40.00		\$ -
Overnight Mail - up to 2 lb package	each	\$ 50.00		\$ -
Overnight Mail - oversized box	each	\$ 100.00		\$ -
Courier Services	each	\$ 60.00		\$ -
Photocopies B/W (8 1/2" X 11")	each	\$ 0.15	200.00	\$ 30.00
Photocopies B/W (11" X 17")	each	\$ 0.25	100.00	\$ 25.00
Photocopies Color (8 1/2" X 11")	each	\$ 1.00		\$ -
Photocopies Color (11" X 17")	each	\$ 1.25		\$ -
Digital Ortho Plotting	sheet	\$ 3.00		\$ -
Blueline Prints (24" X 36")	each	\$ 6.00		\$ -
Bond Paper Plot (Blueline/Blackline)	linear foot	\$ 4.50		\$ -
Blueline/Blackline Prints (8 1/2" X 11")	sheet	\$ 0.10		\$ -
Blueline/Blackline Prints (11" X 17")	sheet	\$ 0.20		\$ -
Blueline/Blackline Prints (22" X 34")	sheet	\$ 6.00		\$ -
Plots (B/W on Bond)	square foot	\$ 1.00		\$ -
Plots (Color on Bond)	square foot	\$ 1.75		\$ -
Plots (Color on Photographic Paper)	square foot	\$ 5.00		\$ -
Color Graphics on Foam Board	each	\$ 100.00		\$ -
Color Graphics on Foam Board	square foot	\$ 20.00		\$ -
Presentation Boards 30" X 40" Color Mounted	each	\$ 100.00		\$ -
Vellum Plot	linear foot	\$ 15.00		\$ -
Report Binding	each	\$ 10.00		\$ -
			Total	\$300.00

Direct Expenses				
Type	Unit	Fixed Cost	Quantity	Estimated Costs
TMC - 4 hours (minor)	each	\$375.00	12	\$ 4,500.00
TMC - 4 hours (major)	each	\$750.00		\$ -
TMC - 6 hours (minor)	each	\$475.00		\$ -
TMC - 6 hours (major)	each	\$950.00		\$ -
TMC - 13 hours (minor)	each	\$675.00		\$ -
TMC - 13 hours (major)	each	\$1,350.00		\$ -
TMC - 24 hours (minor)	each	\$1,250.00		\$ -
TMC - 24 hours (major)	each	\$2,500.00		\$ -
TMC 1 Hour additional	each	\$50.00		\$ -
Additional Camera Setup	each	\$100.00		\$ -
24-hour Tube counts volume (single direction)	each	\$150.00		\$ -
24-hour Tube counts volume (bi-directional)	each	\$300.00		\$ -
24-hour Tube counts class/speed (single direction)	each	\$225.00		\$ -
24-hour Tube counts class/speed (bi-directional)	each	\$450.00	2	\$ 900.00
Speed Studies - Up to 2 Hours	each	\$250.00	4	\$ 1,000.00
24-hour video counts 3-class (per lane per day)	each	\$225.00		\$ -
Mobilization (up to 20 locations - 1 truck):				\$ -
Within 60 miles of Austin, Houston, or Irving	each	\$0.00		\$ -
Between 60 and 100 miles of Austin, Houston, or Irving	each	\$100.00		\$ -
Between 100 and 150 miles of Austin, Houston, or Irving	each	\$325.00		\$ -
				\$ 6,400.00

Attachment C
Baseline | DCCM Proposal for Surveying Services

November 18, 2025

Brandon Boatcallie, PE
Sr. Corporate Vice President
BinkleyBarfield | DCCM
1701 Southwest Parkway, Ste 111, College Station, TX 77845
979.703.1809 x 1601
BBoatcallie@dccm.com

Fee Proposal for Professional Services
Topographic Surveying- Rock Prairie Road Rehab

Baseline (BL) appreciates the opportunity to provide this scope and fee proposal for topographic surveying services to BinkleyBarfield | DCCM (Client), the prime contractor for City of College Station (City) for the Rock Prairie Road Rehab Project.

Project Location:

The project area will include topographic services along Rock Prairie Road from the intersection of William D. Fitch Parkway traveling east for approximately 12,000 l.f. being approximately 100 feet past the entrance of the Lick Creek Wastewater Treatment Plant.

Survey Scope:

Topographic Survey w/ SUE Pothole Locates

Utilizing new and previous field and record data, Baseline will prepare an up-to-date, comprehensive topographic survey of the project route. Baseline will establish a minimum of 12 horizontal and vertical control temporary control / benchmarks over and across the survey project area. Project control and benchmarks will be established through the project route and referenced to the City's GPS control monuments and their current datums (NAD83 & NAVD88). Plat and field note description will be provided for the Allison K. Snowden Tract (R300813) for Right-of-Way purposes. Baseline will coordinate with City of College Station and Texas 8-1-1 utility locators, to survey their buried utility marks, potholes and associated buried utility features, as needed and requested by the Client. This survey will include all features as stated from ROW to ROW in the platted areas and from Prescriptive ROW to Prescriptive ROW in unplatted areas. BL will coordinate with BBI SUE Group and survey SUE designator utility marks and pothole locations for approximately 600 LF QLB including 10 QLA potholes for 4 crossings.

The City to provide necessary title work for design. Baseline to show all easements from title work.

This scope does not include additional easement research for easements that may cross or run within the ROW area. Baseline will make an effort to locate and show the Energy Transfer Pipeline Easements that are shown of the Railroad Commission gis if possible. All property ownership will be based on the Brazos County Appraisal District Map information.

Miscellaneous Surveying as Required Throughout Project Design

Upon requests of Client, Baseline will locate additional utility features, surface features, trees, etc. which are discovered or constructed by others as the project design phase progresses. These may include offsite topographic and utility features that were not included in the initial topographic survey scope and deliverable or features and utilities that are later installed by others within or adjacent to the project route.

Deliverables:

BL will create and maintain the CAD files in AutoCAD Civil 3D software, with deliverables being .dwg, .xml and .txt exported files. Existing R.O.W., property and easement lines will be included.

As the project progresses, monthly invoices for the percentage of work completed will be invoiced to the Client.

Compensation:**Topographic Survey w/ SUE Pothole Locates**

The topographic scope of work detailed above will be invoiced on a by-the-hour basis per the attached Rate Sheet. The total fee shall not exceed **\$ 72,105.00**.

Miscellaneous Surveying as Required Throughout Project Design

The miscellaneous scope of work detail above will be invoiced on a by-the-hour basis per the attached Rate Sheet. The total fee shall not exceed **\$ 11,195.00**.

Title Research Allowance

In the event the City is unable to provide title work as outlined in the scope of services, BL shall perform title research for gas line easements. (Assume only number of tracts where pipeline crossings are located per RRC GIS map.) The research will be invoiced on a by-the-hour basis per the attached rate sheet and as a cost per unit per title report. The total fee shall not exceed **\$ 10,000.00**.

Schedule:

BL will deliver the up-to-date topo survey files within 60 days of receiving a Notice to Proceed. Interim deliverables of high-priority areas, historic topo files, etc... can be delivered before the comprehensive topo files are finished. BL will coordinate the surveying schedule with the Client and its other contractors to locate utilities and other features in a timely manner. At least 1 day of notice is required to ensure that BL will be able to locate utilities that will be exposed only on a specific date. Typically, BL will perform location fieldwork within 3 work days of the Client's request.

Client Provided Services:

The Client shall provide Baseline the following, if necessary for completion of survey:

- A signed copy of this proposal or other contract including the agreed scope and fees.
- Any documentation available, such as existing utility plans and maps, which will aid Baseline in completing the Scope of Services.

The attached Terms and Conditions apply to this proposal and/or contracts which reference it.

Any questions, comments or concerns shall be directed to Curtis Strong, RPLS at (979) 693-2777, or by email at cstrong@dccm.com.

Terms and Conditions

The following Terms and Conditions shall apply to this proposal (Agreement).

1. Authorization for Work to Proceed

Signing of this Agreement shall be authorization by the Client for Baseline to proceed with the work.

2. Standard of Care

Services performed by Baseline under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

3. Billing and Payment

The Client shall pay Baseline for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Baseline on a monthly basis and shall be due upon receipt. If payment is not received within thirty (30) calendar days from the date of the invoice, Baseline reserves the right to charge one-and-one-half percent (1.5%) interest (or the maximum percentage allowed by law, whichever is lower) in addition to the invoiced amount. If Client fails to pay an invoice within sixty (60) calendar days of the invoice date, Baseline reserves the right to suspend work on the project until invoices are paid. In the event any invoice or portion thereof is disputed by the Client, the Client shall notify Baseline within ten (10) calendar days of receipt of the invoice in question. The Client and Baseline shall work together to resolve the matter within forty-five (45) days of its being called to Baselines' attention.

4. Consequential Damages

The Client shall not be liable to Baseline, and Baseline shall not be liable to the Client for any consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or whether it was committed by the Client or Baseline, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

5. Termination

If termination becomes necessary, the Client or Baseline shall so notify the other party in writing and termination will become effective upon receipt of the termination notice. Regardless of which party requests termination or the cause of termination, the Client shall pay Baseline within thirty (30) calendar days of termination for services rendered and costs incurred up to the effective time of termination.

6. Governing Law

The laws of the State of Texas will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought to the courts of that State.

7. Hazardous Materials – Suspension of Services

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum, or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both parties acknowledge that Baseline's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event Baseline or any other party encounters any hazardous or toxic materials, or should it become known to Baseline that such materials may be present on or near the project site that may affect the performance of Baseline's services, Baseline may, at its sole option and without liability for consequential or other damages, suspend performance of the services within this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

8. Right to Rely on Client-Provided Information

Baseline may rely upon the accuracy and completeness of all instructions, reports, data, and other information furnished by Client or any of its consultants if a reasonably prudent surveyor would rely on the same. Baseline may use such instructions, reports, data, plans and information in performing or furnishing services under this Agreement.

9. Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

10. Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to payments that are due or payments that may be due, without the prior written consent of the other party.

Authorization:

If this proposal meets with your approval, please sign, and return to our office. If you have any questions, please call or email.

Regards,

Baseline Corp.



H. Curtis Strong, RPLS
Survey Director – Bryan/College Station
cstrong@dccm.com
979.219.1423 cell

Signature

Print Name

Date

Title

Company

Baseline Corp.

2025 Billable Rates by Classification

Classification	Unit	Billable Rate
Field Personnel		
One (1) Member Survey Crew	Hour	\$135.00
Two (2) Member Survey Crew	Hour	\$215.00
Three (3) Member Survey Crew	Hour	\$265.00
Office Personnel		
Principal (PE and/or RPLS)	Hour	\$285.00
Sr. GIS/Lidar Manager	Hour	\$160.00
Sr. Project Manager (RPLS)	Hour	\$200.00
Project Manager (RPLS)	Hour	\$175.00
Project Surveyor	Hour	\$150.00
Sr. Survey Technician	Hour	\$130.00
Survey Technician	Hour	\$115.00
Administrative Assistant	Hour	\$90.00
Expert Consultant/Witness		
Expert Witness and Testimony	Hour	\$300.00
Other Direct/Indirect Expenses		
Mileage	Hour	Current federal rate
Terrestrial Laser Scanner	Hour	\$100.00
UAS-Drone Lidar	Hour	\$800.00
Boat with Motor	Day	\$200.00
All-Terrain Vehicle	Day	\$150.00
Professional Abstractor/Deeds, Plats	--	At cost plus 10%
Outside Copies/Mailing/Deliveries/Materials	--	At cost plus 10%
Lodging	Night	\$150.00 per person
Meals (for overnight stays only)	Day	\$55.00 per person

**These rates are subject to a Consumer Price Index (CPI) adjustment.*

Direct Expenses

- Field personnel rates include standard surveying equipment and other standard materials such as stakes, iron rods, flagging, and paint.
- Mileage is not charged for survey field crews unless specifically specified within agreements.
- Cost for lodging is subject to change dependent on the geographic location of the work.
- Reimbursable (out-of-pocket) expenses are charged at cost plus 10%.

PROJECT BUDGET WORKSHEET

Client Name: Binkley Barfield

Project Name: Rock Prairie Road Rehab-Baseline

Project No.: Needs to match BBI, change to BL ext.

Baseline

DCCM

Shine

DCCM

BASELINE LABOR BUDGET		Description:	Topo	SUE Locates	Misc Req	Title Research		
		Branch:	JOI	JOI	JOI	JOI		
		Phase/Task:	Phase	Phase	Phase	Phase		
		Invoice Type:	Hourly Not to Exceed	Hourly Not to Exceed	Hourly Not to Exceed	Hourly Not to Exceed		
	Labor Classification	Rate					TOTAL HOURS	TOTAL BUDGET
	Principal (PE and or RPLS)	\$ 285.00	0	0	0	0	0 \$	-
	Sr. Project Manager (RPLS)	\$ 200.00	15	0	4	0	19 \$	3,800.00
	Project Manager (RPLS)	\$ 175.00	60	5	8	20	93 \$	16,275.00
	Project Surveyor	\$ 150.00	0	0	0	3	3 \$	450.00
	Sr. Survey Technician (SIT)	\$ 130.00	25	0	6	0	31 \$	4,030.00
	Survey Technician	\$ 115.00	40	0	6	0	46 \$	5,290.00
	Professional LSL/CFedS	\$ 250.00	0	0	0	0	0 \$	-
	Sr. GIS/Lidar Manager	\$ 160.00	0	0	0	0	0 \$	-
	Administrative Assistant	\$ 90.00	0	0	0	0	0 \$	-
	1-Person Survey Crew (GPS/RTK)	\$ 135.00	0	0	0	0	0 \$	-
	2-Person Survey Crew (GPS/RTK)	\$ 215.00	205	27	35	0	267 \$	57,405.00
	3-Person Survey Crew (GPS/RTK)	\$ 265.00	0	0	0	0	0 \$	-
	Expert Witness (8 hrs min)	\$ 300.00	0	0	0	0	0 \$	-
Sub-Total Manhours per Phase/Task			\$ 65,425.00	\$ 6,680.00	\$ 11,195.00	\$ 3,950.00	459	87,250.00
	Baseline Expense Budget	Rate					TOTAL	TOTAL BUDGET
	Terrestrial Laser Scanner (per hour)	\$ 100.00	0	0	0	0	0 \$	-
	UAS-Drone LiDAR (per hour)	\$ 800.00	0	0	0	0	0 \$	-
	Boat w/ Motor (per day)	\$ 200.00	0	0	0	0	0 \$	-
	All-Terrain Vehicle (per day)	\$ 150.00	0	0	0	0	0 \$	-
	Meals (per day)	\$ 55.00	0	0	0	0	0 \$	-
	Lodging (per night)	\$ 150.00	0	0	0	0	0 \$	-
	Mileage (.67 per mile)	\$ 0.67	0	0	0	0	0 \$	-
	Outside Copies/ Mailing/ Deliveries (at cost plus 10%)	110%	0	0	0	0	0 \$	-
	Professional Abstractor/Deeds, Plats (at cost plus 10%)	110%	0	0	0	5500	\$	6,050.00
Sub-Total Expense Fee per Phase/Task			\$ -	\$ -	\$ -	\$ 6,050.00		\$ 6,050.00
	Subconsultant (if applicable)	Fee	\$ -	\$ -	\$ -	\$ -		\$ -
	Platting/ Agency (if applicable)	Fee	\$ -	\$ -	\$ -	\$ -		\$ -
Subtotal Less Taxes			\$ 65,425.00	\$ 6,680.00	\$ 11,195.00	\$ 10,000.00		\$ 93,300.00
Sub-Total Taxes per Phase/Task								\$ -
TOTAL:			\$ 65,425.00	\$ 6,680.00	\$ 11,195.00	\$ 10,000.00		\$ 93,300.00

Attachment D

CME Proposal for Geotechnical Engineering and Construction Materials Testing Services

CME TESTING AND ENGINEERING, INC.

320 GRAHAM ROAD • COLLEGE STATION, TEXAS 77845 • 979.690.3600

October 29, 2025

Mr. Brandon Boatcallie
Senior Corporate Vice – President
BinkleyBarfield | DCCM
1701 Southwest Parkway, Suite 111
College Station, Texas 77840

RE: Proposal to Perform a Geotechnical Study and Construction Materials Testing Services for Rock Prairie Rehabilitation - William D. Fitch to College Station City Limits; College Station, Texas

Dear Mr. Boatcallie,

CME Testing and Engineering, Inc. (CME) is pleased to submit this proposal to perform a geotechnical study and construction materials testing (CMT) services for the *Rock Prairie Rehabilitation – William D. Fitch to College Station City Limits* project as requested in an email communication from you on October 23, 2025. Information concerning the project was developed based upon our review of the information provided in the above referenced e-mail communication, as well as our review of the construction materials testing requirements outlined in the *B/CS Unified Technical Specifications*.

Geotechnical Study Work Effort

The services associated with this proposal will include performing a subsurface exploration and laboratory testing program. The deliverables will include a formal geotechnical engineering report that is signed and sealed by a professional engineer licensed in the State of Texas. These services are outlined in more detail in the following paragraphs and Table I.

The proposed subsurface exploration will consist of drilling twenty – one (21) borings through the existing pavement. Each boring will be advanced to depths of 10 – feet (10') below the existing pavement surface. The thickness of the existing hot – mix asphaltic concrete (HMAC) and underlying base material will be noted and recorded. Soil sampling will be accomplished using conventionally accepted procedures. Although not anticipated, if unforeseen drilling problems are encountered additional costs may be incurred. Following the completion of drilling operations, each borehole location will be backfilled with soil cuttings and the surface will be covered with asphalt patch material. The collected soil samples will be transported to CME's laboratory so that they may be visually classified by a professional geotechnical engineer. In addition, laboratory tests deemed pertinent to the project will be performed on select soil samples recovered from the borings to aid in the classification and strength characterization of the foundation soils.

The formal geotechnical engineering report, submitted in .pdf format, will summarize the results of the subsurface exploration and laboratory testing efforts. In addition, the report will provide foundation system recommendations for the proposed roadway reconstruction and address construction considerations that may have an impact on site development. Furthermore, recommendations regarding construction materials testing services and testing frequencies will be provided.

CME TESTING AND ENGINEERING, INC.

Proposal to Perform a Geotechnical Study and Construction Materials Testing Services for Rock Prairie Rehabilitation - William D. Fitch to College Station City Limits; College Station, Texas
October 29, 2025

CMT Program Work Effort

Based upon the referenced communication, we understand that you would like for CME to estimate the type of work units and the total number of the various types of work units necessary to perform the CMT services, which we believe are required by the information provided and the *B/CS Unified Technical Specifications*. We have presented an outline and description of those work units, as well as the estimated quantity of each work unit required to complete the outlined scope of CMT services, in Table II. The unit test and labor costs as presented in the attached *CME Construction Materials Testing Fee Schedule* were used to compute the costs associated with the performance of the proposed work effort.

Summary of the Geotechnical Study and CMT Program Work Effort Costs

The charges for each of the described work units presented in Table 1 were derived from the standard fee schedules presented in Appendix A (labor charges), Appendix B (office expenses), and Appendix C (field exploration and laboratory testing charges) of the *Terms* (Attachment I). The estimated total cost to perform the geotechnical study will be approximately **\$24,090**.

Based on the estimated project work unit quantities and the unit costs for each work unit, CME estimates that the approximate CMT costs for the *Rock Prairie Rehabilitation – William D. Fitch to College Station City Limits* project will be **\$86,050**. Actual costs will be based solely on the work performed and the unit costs as set forth in the attached Fee Schedules.

The volume of work performed will be dependent upon timely notification to CME by the City of College Station, BinkleyBarfield | DCCM, the general contractor, or an authorized representative of the general contractor when CMT work is required to be performed.

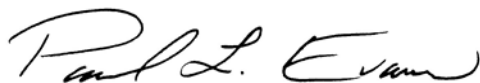
Proposal Acceptance

If you are satisfied with this proposal and enclosed contract, please indicate your acceptance by completing the proposal acceptance sheet on the last page of this proposal and forwarding an executed copy to our College Station Office.

Closing

We greatly value the opportunity to partner with BinkleyBarfield | DCCM on this project and look forward to continuing our productive and positive partnership. For any questions regarding this proposal or to request additional information about our services, please contact us at (979) 690-3600.

Respectfully,



CME TESTING AND ENGINEERING, INC.

Paul Evans

Owner | Laboratory Manager



CME TESTING AND ENGINEERING, INC.

Jack C. Lind, P.E.

Senior Engineer

Via Email: Mr. Brandon Boatcallie, PE
[BBoatcallie@dccm.com]

CME TESTING AND ENGINEERING, INC.

Proposal to Perform a Geotechnical Study and Construction Materials Testing Services for Rock Prairie Rehabilitation - William D. Fitch to College Station City Limits; College Station, Texas
October 29, 2025

Table I. Estimated Cost for Geotechnical Subsurface Exploration and Laboratory Testing for Rock Prairie Rehabilitation – William D. Fitch to College Station City Limits

Description	Estimated Quantity		Unit Cost (\$)	Extended Cost (\$)
Task I - Field Investigation				
Labor				
Field Engineer	22	hours	100	2,200.00
Expenses				
Drilling & Soil Sampling - 21 borings @ 10'	210	feet	15	3,150.00
Mobilization Demobilization	2	trips	300	600.00
Support Truck - 2 trips	24	miles	0.75	18.00
Borehole Patching	21	each	12	252.00
Traffic Control	2	days	3,640	7,280.00
SUBTOTAL				\$13,500.00
Task II - Laboratory Testing				
Expenses				
Moisture Content (ASTM D2216)	42	tests	10	420.00
Liquid Limits (ASTM D4318)	42	tests	55	2,310.00
Percent Passing No. 200 Sieve (ASTM D1140)	42	tests	25	1,050.00
Unconfined Compression (ASTM D2166)	21	tests	60	1,260.00
Sulfate Content (Tex-145-E)	21	tests	90	1,890.00
SUBTOTAL				\$6,930.00
Task III - Report Preparation				
Labor				
Senior Engineer	14	hours	135	1,890.00
Technical Drafting	3	hours	90	270.00
Production Graphics	2	hours	75	150.00
SUBTOTAL				\$2,310.00
Task IV - Site Visits During Construction Phase				
Labor				
Senior Engineer	10	hours	135	1,350.00
SUBTOTAL				\$1,350.00
GEOTECHNICAL SUBSURFACE EXPLORATION AND LABORATORY TESTING TOTAL				\$24,090.00

CME TESTING AND ENGINEERING, INC.

Proposal to Perform a Geotechnical Study and Construction Materials Testing Services for Rock Prairie Rehabilitation - William D. Fitch to College Station City Limits; College Station, Texas
October 29, 2025

Table II. Estimated Cost for Construction Materials Testing Services for Rock Prairie Rehabilitation – William D. Fitch to College Station City Limits

Description	Estimated Quantity	Unit Cost (\$)	Extended Cost (\$)
Soils Testing for Culvert Backfill¹			
Standard Proctor (ASTM D698)	5	155	775.00
Percent Passing No. 200 Sieve (ASTM D1140)	5	25	125.00
Atterberg Limits (ASTM D4318)	5	55	275.00
Field Moisture Density Tests (ASTM D6938)	30	25	750.00
Senior Engineering Technician Time ²	20	68	1,360.00
SUBTOTAL			\$3,285.00
Cement Stabilized Sand Testing for Utility Line Backfill³			
Molding of Soil-Cement Specimens (ASTM D1632), 4 per set	5	120	600.00
Compression of Molded Soil-Cement Specimens (ASTM D1663), 4 per set	5	80	400.00
Senior Engineering Technician Time ²	10	68	680.00
SUBTOTAL			\$1,680.00
Proof-Rolling Observations of Subgrade Soils Beneath Embankment and Roadway Areas⁴			
Senior Engineering Technician Time ²	32	68	2,176.00
Production Graphics	8	75	600.00
SUBTOTAL			\$2,776.00
Fill Soils Testing for Embankment and Roadway Areas⁵			
Standard Proctor (ASTM D698)	12	155	1,860.00
Percent Passing No. 200 Sieve (ASTM D1140)	12	25	300.00
Atterberg Limits (ASTM D4318)	12	55	660.00
Field Moisture Density Tests (ASTM D6938)	196	25	4,900.00
Senior Engineering Technician Time ²	98	68	6,664.00
SUBTOTAL			\$14,384.00
Lime Stabilized Subgrade Testing Beneath Roadway Area⁶			
Determining Sulfate Content in Soils - <i>Colorimetric Method</i> (Tex-145-E)	26	90	2,340.00
Optimum Lime Content, pH Method (ASTM D6276)	8	165	1,320.00
Optimum Lime Content, Plasticity Index Method (Tex-112-E)	8	275	2,200.00
pH of Soil (ASTM D4972)	20	25	500.00
Dry Sieve Analysis (Tex-101-E, part III), Percent passing 1-3/4", 3/4" & #4	20	60	1,200.00
Standard Proctor (ASTM D698)	20	155	3,100.00
Percent Passing No. 200 Sieve (ASTM D1140)	46	25	1,150.00
Atterberg Limits (ASTM D4318)	46	55	2,530.00
Field Moisture Density Tests (ASTM D6938)	106	25	2,650.00
Depth Check of Lime Stabilized Subgrade	106	20	2,120.00
Senior Engineering Technician Time ²	96	68	6,528.00
SUBTOTAL			\$25,638.00

See Notes on Page 6

CME TESTING AND ENGINEERING, INC.

Proposal to Perform a Geotechnical Study and Construction Materials Testing Services for Rock Prairie Rehabilitation - William D. Fitch to College Station City Limits; College Station, Texas
October 29, 2025

Table II, Continued. Estimated Cost for Construction Materials Testing Services for Rock Prairie Rehabilitation – William D. Fitch to College Station City Limits

Description	Estimated Quantity	Unit Cost (\$)	Extended Cost (\$)
Concrete Testing⁷			
Casting of 4"x8" Test Cylinders (ASTM C31), 5 per set			
Concrete for Culverts	5	75	375.00
Compression of Test Cylinders, 4 per set	5	60	300.00
Air Content of Concrete (ASTM C 231)	5	15	75.00
Senior Engineering Technician Time ²	10	68	680.00
Cylinder Pick-Up ⁸	5	50	250.00
SUBTOTAL			\$1,680.00
Crushed Limestone Flexible Base Testing Beneath Roadway Area⁹			
Modified Proctor (ASTM D1557)	1	155	155.00
Atterberg Limits (ASTM D4318)	1	55	55.00
Wet Ball Mill (Tex-106-E)	1	175	175.00
Triaxial (Tex-117-E)	1	1,700	1,700.00
Sieve Analysis (Tex-101-E)	1	80	80.00
Field Moisture Density Tests (ASTM D6938)	106	25	2,650.00
Depth Check of Compacted Base Material	106	20	2,120.00
Senior Engineering Technician Time ²	64	68	4,352.00
SUBTOTAL			\$11,287.00
Hot - Mix Asphaltic Concrete (HMAC) Testing¹⁰			
Sieve Analysis (ASTM C 136 or Tex-200-F)	10	60	600
Asphalt Content (ASTM D 2172 or Tex-236-F)	10	120	1,200
Bulk Specific Gravity (ASTM D 2726 or Tex-207-F) - 3 per set	10	55	550
Theoretical Maximum Specific Gravity (ASTM D 2041 or Tex-227-F)	15	50	750
HVEEM Stability (ASTM D1560 or Tex-227-F)	10	150	1,500
Field Density Tests (ASTM D 2950)	120	25	3,000
HMAC Core Sampling (ASTM D 979 or Tex-222-F)	40	40	1,600
Determination of Air Voids of HMAC Core (ASTM D 3203)	40	25	1,000
Thickness Determination of HMAC Core (ASTM D 3549)	40	10	400
Patching HMAC Core Hole	40	15	600
Senior Engineering Technician Time ²	90	68	6,120
SUBTOTAL			\$17,320.00
Review of Generated Reports and Communication¹¹			
Project Manager	80	100	8,000.00
SUBTOTAL			\$8,000.00
CONSTRUCTION MATERIALS TESTING SERVICES TOTAL			\$86,050.00

See Notes on Page 6

CME TESTING AND ENGINEERING, INC.

Proposal to Perform a Geotechnical Study and Construction Materials Testing Services for Rock Prairie Rehabilitation - William D. Fitch to College Station City Limits; College Station, Texas
October 29, 2025

Notes:

1. Based on the project details, *B/CS Unified Technical Specifications Section 31 23 33 – Excavation, Trenching and Backfilling*, and previous experience, we have assumed that one (1) in-field moisture-density test will be performed for approximately every 200 linear feet of culvert backfill per twenty-four inch (24") vertical lift. We have also assumed that a minimum of three (3) tests will be performed per trip.
2. Senior engineering technician, engineering technician and certified welding inspector time charges will be based on portal-to-portal time, with a minimum charge of two (2) hours for technicians and four (4) hours for certified welding inspectors.
3. Based on the project details, *B/CS Unified Technical Specifications Section 31 23 23.53 – Cement Stabilized Sand Backfill*, and previous experience, we have assumed that five (5) samples of cement stabilized sand will be collected, molded and tested for compressive strength.
4. Based on project details, *B/CS Unified Technical Specifications Section 31 23 00 – Excavation and Embankment*, and previous experience, we have assumed that a representative of the testing laboratory will observe proof-rolling of the proposed embankment and roadway areas.
5. Based on project details, *B/CS Unified Technical Specifications Section 31 23 00 – Excavation and Embankment*, and previous experience, we have assumed that one (1) in-field moisture-density test will be performed for approximately every 4,000 square feet of embankment and roadway fill per twelve – inch (12") compacted vertical lift. We have also assumed that a minimum of three (3) tests will be performed per trip.
6. Based on project details, *B/CS Unified Technical Specifications Section 32 11 16 – Subgrade Preparation and Compaction, Section 32 11 29 – Lime Stabilization*, and previous experience, we have assumed that one (1) in-field moisture-density test will be performed for stabilized subgrade for approximately every 100 linear feet of roadway in alternating lanes. We have also assumed that a minimum of three (3) tests will be performed per trip. In addition, we have assumed that subgrade soil samples will be collected for sulfate content testing.
7. Based on the project details, *B/CS Unified Technical Specifications Section 03 30 00 – Concrete*, and previous experience, we have assumed that one (1) set of 4"x8" concrete test cylinders will be made for every 50 cubic yards or fraction thereof of concrete placed for each day's pour. In addition, we have also assumed that each set will consist five (5) cylinders and that the compressive strength testing schedule for the cylinders is that one (1) of the cylinders is tested for compressive strength at 7-days of age, three (3) cylinders are tested at 28-days of age, and the final cylinder will be held in reserve pending the results of the 28-day strength tests.
8. Concrete cylinders, mortar cubes, and/or grout blocks will be collected from the project site on the day following casting. A lump sum rate of \$50 will be charged if no other testing is performed on the collection date and a dedicated trip to the site is required.
9. Based on the project details, *B/CS Unified Specifications Section 32 11 14 – Flexible Base Crushed Limestone*, and previous experience, we have assumed that one (1) in-field moisture-density test and depth check will be performed for crushed limestone flexible base material for every construction station of roadway in alternating lanes. We have also assumed that a minimum of three (3) tests will be performed per trip.
10. Based on the project details, *B/CS Unified Specifications Section 32 12 16 – Hot Mix Asphaltic Concrete Pavement*, and previous experience, we have assumed that one (1) bulk sample of hot mix asphaltic concrete (HMAC) will be taken for each of day's production at the point of delivery for laboratory testing. We have also assumed that core samples will be cut from the HMAC pavement layer, measured for thickness and tested for density (air voids) for each day's production. In addition, we have assumed that the HMAC placement activities will take ten (10) days to complete.
11. Based on the number of reports that will have to be generated and previous project experience involving communication between the general contractor and client, CME has estimated that approximately eighty (80) hours of project manager time will be required for the project.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

- 1. SERVICES TO BE PROVIDED.** CME is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in this proposal. The labor and expenses costs listed in the proposal are based upon the unit labor rates listed in Appendix A and the unit expense costs listed in Appendices B and C.
- 2. PAYMENT TERMS.** Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at the prevailing legal rate, including reasonable attorney's fees, if collected through an attorney. No deduction shall be made from our invoice on account of liquidated damages or other sums withheld from payments to contractors or others.
- 3. STANDARD OF CARE.** CME will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.
- 4. INSURANCE.** CME maintains insurance coverage as follows:
 - (a) Worker's Compensation Insurance - statutory.
 - (b) Employer's Liability Insurance - \$1,000,000.
 - (c) Comprehensive General Liability Insurance - \$1,000,000 | \$1,000,000.
 - (d) Automobile Liability Insurance - \$1,000,000 | \$1,000,000.
- 5. PROFESSIONAL LIABILITY.** Client agrees that CME's liability to Client or any third party due to any negligent professional acts, errors or omissions or breach of contract will be limited to an aggregate of \$10,000 or our total fee, whichever is greater. If Client prefers to have higher limits of professional liability, we agree to increase the limit up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal, providing that Client agrees to pay an additional consideration of ten percent of our total fee, or \$500, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by us and is not a charge for additional professional liability insurance.
- 6. CONSEQUENTIAL DAMAGES.** Neither Consultant nor Client shall be liable to the other for any consequential or incidental damages arising as a result of this Agreement, including, but not limited to, loss of use or loss of profit.
- 7. SITE OPERATIONS.** Client will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

CME's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. Our field personnel will avoid hazards or utilities which are visible to them at the site. If we are advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, we will give special instructions to our field personnel. CME is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties. Except as a result of our sole negligence, Client agrees to indemnify us from any such claims, suits or losses, including reasonable attorney's fees, resulting therefrom.

We will take reasonable precautions to minimize damage to the property caused by our operations. Our fee does not include any cost of restoration due to any damage which may result. If Client desires us to repair such damage, we will comply and add the cost to our fees.

Field tests or boring locations described in our report or shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in our proposal or report.

- 8. FIELD REPRESENTATIVE.** The presence of our field personnel, either full-time or part-time, will be for the purpose of providing observation and field testing of specific aspects of the project as authorized by Client. Should a contractor, not retained by us, be involved in the project, Client will advise contractor that our services do not include supervision or direction of the actual work of the contractor, his employees or agents. Client will also inform contractor that the presence of our field representative or observation or testing by us will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (other than a subcontractor to CME) is involved in the project, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the duty or right to stop the work of the contractor.

- 9. UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered which could substantially alter the necessary services or the risks involved in completing our services. If this occurs, we will promptly notify and consult with Client, but will act based on our sole judgment where risk to our personnel is involved. Possible actions could include:

- (a) Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practicable in our sole judgment;
- (b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- (c) Terminate the services effective on the date specified by us in writing.

- 10. SAMPLE DISPOSAL.** Test specimens or samples generally are consumed or substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples and other specimens are disposed of 30 days after submission of our report.

A. NONHAZARDOUS SAMPLES. At Client's written request, we will retain preservable test specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, we will retain test specimens or samples for a mutually acceptable storage charge and period of time. Client agrees that we are not responsible or liable for any loss of test specimens or samples retained in storage.

B. *HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES. In the event that samples contain hazardous constituents, we will return such samples to Client, or using a manifest signed by Client as generator, we will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples. Client recognizes and agrees that we are acting as a bailee and at no time assume title to said materials.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

11. *CLIENT DISCLOSURE. Client agrees to advise us upon execution of this Agreement of any hazardous substances or any condition, known or that should be known by Client, existing in, on, or near the site that present a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it becomes available to the Client in the future. By virtue of entering into this Agreement or of providing services hereunder, we do not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

12. *ENVIRONMENTAL INDEMNITY. In connection with toxic or hazardous substances or constituents, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify CME from and against any and all claims and liabilities, unless caused by our sole negligence or willful acts, resulting from:

- (a) Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of toxic or hazardous substances or constituents;
- (b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;
- (c) Toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after the completion of services herein;
- (d) Allegations that CME is a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law.

If a third party brings suit or claim for damages against us alleging personal injury or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after the services of this Agreement, Client agrees to the maximum extent permitted by law to defend us and pay on our behalf any judgment resulting against us, including interest thereon, unless such damages are caused by our sole negligence.

13. *EQUIPMENT CONTAMINATION. We will endeavor to clean our laboratory and field equipment which may become contaminated in the conduct of our services. Occasionally, such equipment cannot be completely decontaminated because of the type of hazardous materials encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated for hazardous samples and to charge Client as described above. Client agrees to pay the fair market value of any such equipment.

14. DOCUMENTS. CME will furnish to Client the agreed upon number of reports and supporting documents. These instruments of service are furnished for Client's use in connection with the project or work provided for in this Agreement. For any other purposes, all documents generated by us under this Agreement, shall remain the sole property of CME.

If Client desires to provide our report to a third party, we will agree provided Client obtains written acceptance from the third party to be bound by these terms and conditions.

Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that documents produced by CME pursuant to this Agreement will not be used at any location or for any project not expressly provided for in this Agreement without our written approval.

Client shall furnish documents or information reasonably within Client's control and deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client.

The documents we furnish to Client are intended for Client's exclusive reliance and internal use and not for advertising or other type of general distribution or publication. Client agrees to obtain our written permission for any exception. Any unauthorized use or distribution shall be at Client's sole risk and without liability to CME.

15. CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant fails to prevail, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

16. CONFIDENTIALITY. CME will maintain as confidential any documents or information provided by Client indicated to be confidential and will not release, distribute or publish to any third party without prior permission from Client unless compelled by order of a court or regulatory body of competent jurisdiction.

17. SEVERABILITY. In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force and effect.

18. SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and CME shall survive the completion of the services and the termination of this Agreement.

19. INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both the parties.

20. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Texas.

*Applies only if toxic or hazardous substances or constituents are involved or encountered.

APPENDIX A**FEE SCHEDULE OF LABOR RATES FOR
PROFESSIONAL, TECHNICAL, AND SUPPORT PERSONNEL**

Professional, technical, and support staff utilized for sample analyses, evaluations, studies, project planning, coordination, consultation and report preparation, and other required Client services, are billed by personnel charged directly to the project at the rate indicated below:

<u>Job Category</u>	<u>Hourly Fee</u>
Principal Engineer	150
Senior Engineer	135
Project Engineer	120
Staff Field Engineer	110
Technical Drafting	70
Production Graphics	75
Senior Field Geotechnologist	68
Field Geotechnologist	65

All salary schedules may be, with thirty (30) days written notice to Client, supplemented and revised from time to time to allow Consultant to attract and retain competent personnel for the performance of the work.

APPENDIX B

**OFFICE COST, EXPENSES, RATE SCHEDULE, THIRD PARTY SERVICES,
AND TRAVEL POLICY**

In addition to any other fee schedules or cost schedules appended to the Contract, the following services are reimbursable at the rate shown:

I. Reproduction and Photography:

- | | |
|---|------|
| a. Blueline (per square foot) | 0.25 |
| b. Photocopy cost (per page) | 0.10 |
| c. Binding—cost | |
| d. Outside reproduction work—cost | |
| e. Special forms, printing, special engineering services, model supplies—cost | |
| f. Photography—cost | |

II. Graphics:

- | | |
|--------------------------------|-------|
| a. Labor plus per plot charge: | |
| 1. 8 1/2" x 11" print/plot | 10.00 |
| 2. 11" x 17" print/plot | 20.00 |
| 3. 24" x 36" print/plot | 15.00 |
| 4. 36" x 48" print/plot | 25.00 |
| 5. Duplicate print/plots | 5.00 |
| b. Document covers (each) | 3.00 |

III. Communications, Shipping, and Mileage:

- | | |
|--|--|
| a. Telephone (long distance conference calls)—cost | |
| b. Express charges and shipping charges—cost | |
| c. Consultant vehicles—0.65 per mile | |

IV. Business/Travel Expenses:

If required for the project, business travel expenses will be in accordance with the rate listed below for mileage and for room and board.

- | | |
|---|------|
| a. Mileage (personal vehicle), per mile | 0.75 |
| b. Rental car – cost | |
| c. Per diem – cost (maximum of \$150 per day) | |

This rate schedule may be, with thirty (30) days written notice to Client, revised in accordance with any and all changes in Federal/State/Local laws, ordinances, and policies, as well as changes in local labor requirements reflecting the ability of Consultant and its subcontractors, if any, to attract and maintain the necessary work force.

APPENDIX C**SUBSURFACE EXPLORATION AND GEOTECHNICAL LABORATORY FEES**

<u>Field Operations - Subcontract</u>		<u>Rate</u>
1.00	Mobilization	
1.01	Mobilize men and track-mounted drilling equipment	By Quote
1.10	Drilling and Sampling	
1.11	Drilling – Track-Mounted Drill Rig – per ft. (0 to 50 ft.)	15.00
1.12	Drilling – Track-Mounted Drill Rig – per ft. (> 50 ft.)	20.00
1.13	Drilling – ATV – Mounted Drill Rig – per ft. (0 to 50 ft.)	15.00
1.14	Drilling – ATV – Mounted Drill Rig – per ft. (> 50 ft.)	20.00
1.15	Coring in Rock - Soft Rock - per ft.	27.00
1.16	Coring in Rock - Hard Rock - per ft.	35.00
1.20	Conditional Charges	
2.31	Standby and trip time - per hour	200.00
2.32	Expended drilling materials - cost	
2.33	Mud, grout, or casing - cost	
2.34	Boring location survey - cost	
2.35	Rental of access equipment - cost	
2.36	Trip charge - cost	
2.37	Drilling Crew per diem – cost	
<u>Laboratory Soil Tests</u>		
2.00	Classification Tests	
2.01	Moisture Content (ASTM D 2216)	10.00
2.02	Liquid & Plastic Limits (ASTM D 4318 or Tex-104-E, Tex-105-E, & Tex-106-E)	55.00
2.03	Linear Bar Shrinkage (Tex-107-E, part II)	55.00
2.04	Percent Passing No. 200 Sieve (ASTM D 1140)	25.00
2.05	Unit Weight	20.00
2.06	Specific Gravity (ASTM D 854)	60.00
2.07	Dry Sieve Analysis (ASTM D 422) - per sieve	20.00
2.08	Wet Sieve Analysis (ASTM D 422) - per sieve	25.00
2.09	Hydrometer Analysis (ASTM D 422)	130.00
2.10	Material Characteristics	
2.11	Permeability, BP saturation EM 1110-2-1906, (ASTM D 5084)	225.00
2.12	Resistivity (Tex-129-E)	70.00
2.13	Wet Ball Mill (Tex-116-E)	175.00
2.14	Optimum Lime Content, pH Method (ASTM D 6276)	165.00
2.15	Pinhole Test (ASTM D 4647)	175.00
2.16	Crumb Test	7.00
2.17	Phenolphthalein Test	10.00
2.18	pH Determination (ASTM D 2976)	25.00
2.19	Dynamic Cone Penetrometer (Sowers Method)	20.00

APPENDIX C (CONTINUED)

SUBSURFACE EXPLORATION AND GEOTECHNICAL LABORATORY FEES

<u>Laboratory Soil Tests (Continued)</u>		<u>Rate</u>
2.20	Strength Tests	
2.21	Hand Penetrometer or Torvane	1.00
2.22	Unconfined Compression (ASTM D 2166) (only)	33.00
2.23	Unconfined Compression (ASTM D 2166), With Moisture and Dry Unit Wt.	60.00
2.24	UU-Triaxial (ASTM D 2850) (single stage)	115.00
	with sample preparation (per stage)	30.00
2.25	UU-Triaxial (ASTM D 2850) (multi-stage)	245.00
	with sample preparation (per stage)	30.00
2.26	CU-Triaxial (ASTM D 4767) (w/pore pressure measurements)	510.00
	with sample preparation (per stage)	30.00
2.27	California Bearing Ratio (CBR) (ASTM D 1883), 3 per set	750.00
2.28	Direct Shear (ASTM D 3080)	235.00
2.30	Volume Change Tests	
2.31	Swell Test (ASTM D 4546, Method B)	260.00
2.32	Swell Test (ASTM D 4546, Method C)	330.00
2.33	Consolidation (ASTM D 2435), 7 or less loading increments	590.00

CME TESTING AND ENGINEERING, INC.
CONSTRUCTION MATERIALS TESTING FEE SCHEDULE

College Station, Texas

<u>Engineering, Engineering Technician and Support Personnel</u>		<u>Unit Prices (\$)</u>
1.00	Time Spent to Perform Services	
1.01	Principal Engineer, Registered Professional Engineer – per hour	150.00
1.02	Senior Engineer, Registered Professional Engineer – per hour	135.00
1.03	Project Engineer, Registered Professional Engineer – per hour	120.00
1.04	Staff Engineer – per hour	110.00
1.05	Project Manager – per hour	100.00
1.06	Certified Welding Inspector – per hour	95.00
1.07	Technical Drafting – per hour	90.00
1.08	Production/Graphics – per hour	75.00
1.09	Senior Engineering Technician – per hour	68.00
1.10	Engineering Technician – per hour	65.00
2.00	Reimbursable Expenses	
	Any other costs incurred by Consultant in connection with the performance of the work when required for compliance with Client's specifications, general or special conditions, other contract documents, or when otherwise recognized by Client, shall be reimbursable at cost.	
3.00	Trip Charges	
3.01	CME Mileage to Site – per mile (only sites outside of Bryan/College Station)	0.75
<u>Soils and Base Materials</u>		
4.00	Identification and Classification Tests	
4.01	Moisture Content (ASTM D 2216)	10.00
4.02	Liquid and Plastic Limits (ASTM D 4318 or Tex-104-E, Tex-105-E and Tex-106-E)	55.00
4.03	Percent Passing No. 200 Sieve or a Single Sieve (ASTM D 1140)	25.00
4.04	Linear Bar Shrinkage (TEX-107-E, part II)	55.00
4.05	Unconfined Compressive Strength, Unit Dry Weight and Moisture Content (ASTM D 2166)	60.00
4.06	Hand Augering, per ft. of depth	20.00
4.07	Specific Gravity (ASTM D 845)	60.00
4.08	Sieve Analysis, through No. 100 sieve (ASTM D 6913)	60.00
4.09	Sieve Analysis of Base Materials (ASTM C 136 or Tex-110-E)	80.00
4.10	Dry Sieve Analysis of Lime Stabilized Soil (ASTM D421 or Tex-101-E, part III), each sieve	20.00
4.11	Hydrometer (ASTM D 7928)	130.00
4.12	Pinhole Dispersion Test (ASTM D 4647)	175.00
4.13	pH of Soil (ASTM D 4972)	25.00
4.14	Sulfate Content (Tex-145-E)	90.00
5.00	Material Characteristics and Compaction Tests	
5.01	Standard Proctor Compaction Test (ASTM D 698 / Tex-114-E)	155.00
5.02	Modified Proctor Compaction Test (ASTM D 1557)	165.00
5.03	TXDOT Laboratory Compaction Test (Tex-113-E)	185.00
5.04	Wet Ball Mill (Tex-116-E)	175.00
5.05	Los Angeles Abrasion and Impact Test (ASTM C 131 or ASTM C 535)	265.00
5.06	Optimum Lime Content, pH Method (ASTM D 6276)	165.00
5.07	Optimum Lime Content, Plasticity Index Method (Tex-112-E)	275.00
5.08	Phenolphthalein Test	10.00
5.09	California Bearing Ratio (CBR) (ASTM D 1883), each specimen	255.00
5.10	Depth Check of Compacted Base or Lime Stabilized Material	20.00
5.11	Hydraulic Conductivity of Soils (ASTM D 5084)	225.00
5.12	Molding of Soil-Cement Compression Test Specimens (ASTM D 1632), 4 per set	120.00
5.13	Compression of Molded Soil-Cement Cylinders (ASTM D 1633), 4 per set	80.00
5.14	Moisture-Density Relations of Soil-Cement Mixtures (ASTM D 558)	175.00
5.15	Molding of Cement Treated Base Materials (TEX-120-E), 3 per set	150.00
5.16	Compression of Molded Cement Treated Base Materials (TEX-120-E), 3 per set	105.00
5.17	Tex-120-E, Part I – Laboratory Mixed (Includes Proctor Curve with 5% Cement and Molding and Compression of 3 sample sets (3%, 5% and 7% cement) of 3 specimens for compressive strength at 7 days of age)	1,120.00
5.18	Tex-120-E, Part II – Road Mixed (Includes Proctor Curve and Molding and Compression of 1 set of 3 specimen for compressive strength at 7 days of age)	440.00
5.19	Sample Preparation for Chemical Admixture, per sample	25.00

CME TESTING AND ENGINEERING, INC.
CONSTRUCTION MATERIALS TESTING FEE SCHEDULE

College Station, Texas

Field Compaction Testing**Unit Prices (\$)**

6.00	Nuclear Densities – by the Test (ASTM D 6938), minimum of 3 per trip, each	25.00
6.01	Field Stiffness Measurement with Humbolt ® Stiffness Gauge, each	35.00

Concrete, Grout and Mortar

7.00	Material Characteristics and Strength Tests	
7.01	Casting of 4" x 8" Test Cylinder (ASTM C 31)	15.00
7.02	Casting of 2"x 2" Mortar Cube (ASTM C 109)	15.00
7.03	Casting of Concrete Beam (ASTM C 31)	25.00
7.04	Casting of Lightweight Insulating Concrete Cylinder (ASTM C 495)	30.00
7.05	Casting of 3.5"x3.5" x7" Grout Specimen (ASTM C 1019)	25.00
7.06	Compression of 4" x 8" Test Cylinder (ASTM C 39)	15.00
7.07	Compression of 2"x 2" Mortar Cube (ASTM C 109)	15.00
7.08	Compression of Lightweight Insulating Concrete (ASTM C 495)	25.00
7.09	Compression of 3.5"x3.5"x7" Grout Specimen (ASTM C 1019)	40.00
7.10	Compression of 6" x 12" or 4" x 8" Test Cylinder (ASTM C 39), made by others	25.00
7.11	Flexural Strength of Beam (ASTM C 78 or ASTM C 293)	30.00
7.12	Air Content (ASTM C 173 or ASTM C 231)	15.00
7.13	Concrete Core Sampling (ASTM C 42) 4-inch diameter, per inch of thickness	20.00
7.14	Concrete Core Sampling (ASTM C 42) 6-inch diameter, per inch of thickness	25.00
7.15	Patching Concrete Core Hole	15.00
7.16	Compression of Concrete Cores	55.00
7.17	Unit Weight (ASTM C 138)	30.00
7.18	Sample Preparation Charge, masonry saw	20.00
7.19	Concrete Mix Verification – (includes: mixing the trial batch determining the slump, air content and yield; and molding 6 compressive strength or flexural strength specimens.)	
	Regular Aggregate, per trial batch	By Quote
	Lightweight Aggregate or Flexural Batch, per trial batch	By Quote
7.18	Structural Concrete Core Sampling	By Quote

Aggregate

8.00	Material Characteristics	
8.01	Sieve Analysis (ASTM C 136)	
	Fine Aggregate	60.00
	Coarse Aggregate	65.00
	Base Coarse Materials	75.00
8.02	Specific Gravity & Absorption	
	Coarse Aggregate (ASTM C 127)	65.00
	Fine Aggregate (ASTM C 128)	60.00
8.03	Unit Weight (ASTM C 29) dry rod or loose	55.00
8.04	Organic Impurities (ASTM C 40)	75.00
8.05	Clay Lumps/Friable Particles (ASTM C 142)	
	Fine Aggregates	60.00
	Coarse Aggregates	70.00
8.06	Sulfate Soundness (ASTM C 88), 5 cycles	600.00
8.07	Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing (ASTM C 117)	40.00

Asphalt

9.00	Material Characteristics	
9.01	Sieve Analysis (ASTM C 136) or (Tex-200-F)	60.00
9.02	Asphalt Content (ASTM D 2172) or (Tex-236-F)	120.00
9.03	HVEEM Stability (ASTM D 1560) or (Tex-208-F) - 3 per set	150.00
9.04	Nuclear Density Test (ASTM D 2950)	25.00
9.05	Bulk Specific Gravity (ASTM D 2726) or (Tex-207-F) - 3 per set	55.00
9.06	Theoretical Maximum Specific Gravity (ASTM D 2041) or (Tex-227-F)	50.00
9.07	HMAC Core Sampling (ASTM D 979 or Tex-222-F)	40.00
9.08	Determination of Air Voids of HMAC Core (ASTM D 3203)	25.00
9.09	Thickness Determination of HMAC Core (ASTM D 3549)	10.00
9.10	Patching HMAC Core Hole	15.00

CME TESTING AND ENGINEERING, INC.
CONSTRUCTION MATERIALS TESTING FEE SCHEDULE
College Station, Texas

Brick**Unit Prices (\$)**

10.00	Material Characteristics	
10.01	Compressive Test (ASTM E 447), brick, set of 5 or less	125.00
10.02	Absorption (ASTM C 67), brick 24-hour submersion, set of 5 or less	120.00
10.03	Saturation Coefficient (ASTM C 67), brick, set of 5 or less	125.00
10.04	Efflorescence (ASTM C 67), brick, set of 5 or less	140.00
10.05	Modulus of Rupture (ASTM C 67), brick set of 5 or less	100.00

Floor Flatness (F_F)/ Levelness (F_L)

11.00	Floor Flatness/ Floor Levelness Testing, Type II – FACE® Model 2272 Dipstick Floor Profiler, per trip	900.00
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Concrete Moisture Vapor Emission Rate

12.00	Moisture Vapor Emission Rate Test Kit (ASTM F 1869), each	65.00
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Relative Humidity in Concrete

13.00	Determining Relative Humidity in Concrete Floor Slabs using in situ Probes (ASTM F2170), each	175.00
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Leak Testing

14.00	Curtain Walls, Exterior Windows, Skylights and Doors (ASTM E 1105)	By Quote
14.01	Field Measurement of Air Leakage through Installed Exterior Windows and Doors (ASTM E-783)	By Quote
14.02	Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems (AAMA 501.2-03)	By Quote

Notes:

1. The lump sum rate associated with collecting concrete cylinders, beams, grout specimens or mortar cubes from the site on the day following the casting will be \$50 within the Bryan/College Station area if no other testing is performed on the collection date and a dedicated trip to the project site is required. If a collection has to be made outside the Bryan/College area, additional labor and/or mileage charges will be required and will be billed on a portal-to-portal basis from our office.
2. A minimum of \$75 will be charged for observation time, retrieval of test data, and reporting of test data for testing projects less than \$500.
3. Rush testing assignments requiring shorter than normal testing turnaround time or requiring labor overtime will be subject to a surcharge (to be negotiated).
4. All labor charges are billed on a portal-to-portal basis from our office, with a minimum charge of 2 hours.
5. Engineering consultation and evaluation in connection with any laboratory testing or field inspection services will be charged at the indicated rate.
6. A minimum charge of 4 hours will be incurred for all inspections performed by Certified Welding Inspectors.
7. An overtime rate of 1.5 times the regular hourly rate will be charged for services conducted in the field before 7:00 a.m., after 6:00 p.m., over eight (8) hours per day and/or on Saturday, Sunday or Holidays.
8. Client shall provide an approved concrete cylinder curing box on site and shall make curing box available for all concrete pours. Concrete cylinder curing box will be placed in a secure area on site accessible by CME personnel.
9. All reports generated by CME related to construction materials testing that are required to be reviewed by a licensed and registered Professional Engineer shall incur an additional charge of \$15 per report. If requested, a signed and sealed summary letter of completion for the project will be provided by a licensed and registered Professional Engineer for an additional \$150.

CME TESTING AND ENGINEERING, INC.

**PROPOSAL ACCEPTANCE SHEET FOR UNIT WORK EFFORT IN CONNECTION WITH
GEOTECHNICAL SUBSURFACE EXPLORATION AND LABORATORY TESTING &
CONSTRUCTION MATERIALS TESTING**

(SEE ATTACHMENT A FOR UNIT WORK COSTS AND EXPENSES)

Identification of Services Geotechnical Study & Construction Materials Testing

Project Rock Prairie Rehabilitation – William D. Fitch to College Station City Limits

Project Location College Station; Texas

CLIENT:

Name _____

Street Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Cell Phone Number _____

Attention: _____ Title _____

Email Address _____

FOR INVOICING:

CLIENT: Name _____

Mailing Address _____

City _____ State _____ Zip Code _____

Email Address _____

SPECIAL INSTRUCTIONS: _____

REPORT DISTRIBUTION:

Name _____ Company _____

Email Address _____

Name _____ Company _____

Email Address _____

Name _____ Company _____

Email Address _____

CONSULTANT: Name CME Testing and Engineering, Inc.

Street Address 320 Graham Road

City College Station State Texas Zip Code 77845

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal, including the terms on this page and the reverse hereof are:

Accepted this _____ day of _____, 2025.

Print or type individual, firm or corporate body name

Signature of authorized representative

Print or type name of authorized representative and title

Attachment E

Eddie Hare Accessibility Specialist Standard Services and Fees

EDDIE HARE-ACCESSIBILITY SPECIALIST
TDLR/TAS Registered Accessibility Specialist #0008
5855 Foster Road * Bryan, Texas 77807
ehare@eddiehare.com
(979) 775-6850 office * (979) 820-0149 cell

REVISED

September 2024

What and How to Submit a Project for Registration and/or Review

- I.** Any project with an estimated cost of \$50,000.00 or more is required to be registered, reviewed, and inspected to ensure compliance with the Architectural Barrier Free Act.
Texas Department of Licensing and Regulation under the authority of Texas Government Code, Chapter 469.
- II.** A complete submittal consists of the following:
- Complete set of construction documents (**Architectural/Civils/Mechanical/Specifications**), all in electronic pdf content, less than 30mb per submittal.
 - A check made out to EDDIE HARE-ACCESSIBILITY SPECIALIST (see the fee schedule below) ** or use the credit card payment option. (Ask for a credit card authorization form).
 - Please submit project registration or the completed registration form for us to register for you, owners designated form and proof of submission, see the TDLR website to download or email us for the forms needed for your project.
 - Forms and copies of the TAS Standards and/or Administrated Rules can be downloaded from the TDLR web site @ <https://www.tdlr.texas.gov>

III. Fee schedule is as follows:

Cost of Project	Registration fee	Plan Review	Inspection (100 total miles included)
\$50,000.00-199,999.00	\$225.00	\$400.00	\$400.00
\$200,000.00-499,999.00	\$225.00	\$450.00	\$450.00
\$500,000.00-999,999.00	\$225.00	\$500.00	\$500.00
\$1,000,000.00-4,999,999.00	\$225.00	\$600.00	\$600.00
\$5,000,000.00-9,999,999.00	\$225.00	\$650.00	\$650.00
\$10,000,000.00-14,999,999.00	\$225.00	\$750.00	\$750.00
\$15,000,000.00-24,999,999.00	\$225.00	\$850.00	\$850.00
Over \$25,000,000.00	\$225.00	\$950.00	\$950.00

(the registration fee is not refundable)

Inspection service fees include a 50-mile radius of the Bryan/College Station area in excess of the 100-mile round trip is per quote. Upon request, re-inspection of a Disapproved project is \$175.00 an hour-2-hours min., plus expenses. Preliminary Plan Review or an Accessibility Survey or a Plan Revision Review is also \$175.00 an hour-2-hour min., plus expenses and/or travel.

If urgent attention is needed, please call my mobile# 979-820-0149. You may reach us via e-mail at:
ehare@eddiehare.com or jhare@eddiehare.com

THE TEXAS DEPARTMENT OF LICENSING AND REGULATION CAN BE REACHED AT THE FOLLOWING:

P.O. Box 12157 Austin, Texas 78711 or 512-463-6599 * 800-803-9202 or at the TDLR Web-site
<https://www.tdlr.texas.gov> or email techinfo@tdlr.texas.gov

THE REVIEW OF DOCUMENTS AS CONTRACT DOCUMENTS AND FIELD INSPECTIONS, BY THIS REGISTERED ACCESSIBILITY SPECIALIST, EDDIE HARE, FOR THE TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR), AUSTIN, TEXAS, IS BASED ON BEST EFFORTS ENDEAVOR FOLLOWING INSTRUCTION AND CERTIFICATION BY BOTH TDLR AND ICBO. PLAN REVIEW AND INSPECTION IN NO WAY WARRANTS COMPLETE COMPLIANCE TO THE TEXAS ACCESSIBILITY STANDARDS. THIS BUSINESS, THE PROFESSIONAL, HIS EMPLOYEES, AND CLIENT FOR WHOM THE REVIEW OR INSPECTION IS MADE AGREES TO HOLD HARMLESS AND INDEMNIFY THE REGISTERED ACCESSIBILITY SPECIALIST, EDDIE HARE, AND THE TDLR FROM AND AGAINST ANY LIABILITY ARISING FROM THE PERFORMANCE OF THE WORK

EXHIBIT B PAYMENT TERMS

Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

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

Schedule of Payment for each phase:

Attached in Exhibit "A"...

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/17/2025

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 Propel Insurance 1201 Pacific Avenue; Suite 1000 COM Middle Market Tacoma, WA 98402-4321		CONTACT NAME: Michelle Wolfe PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: michelle.wolfe@propelinsurance.com																						
INSURED Binkley & Barfield, Inc DCCM, LLC 1710 Seamist Dr Houston, TX 77008		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : American Guarantee and Liability Ins.Co</td> <td>26247</td> </tr> <tr> <td colspan="2">INSURER B : Zurich American Insurance Company</td> <td>16535</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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : American Guarantee and Liability Ins.Co		26247	INSURER B : Zurich American Insurance Company		16535	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLO872027302	06/30/2025	06/30/2026	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 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP872027402	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			SXS808437602	06/30/2025	06/30/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC872027202	06/30/2025	06/30/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

City of College Station, its Council members, officials, officers, agents, employees, and volunteers is additional insured per attached form(s).

This coverage is primary and non contributory and waiver of subrogation applies per attached form(s). 30 Day notice of cancelation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
 300 Krenek Tap Road
 College Station, TX 77840-0000

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

AUTHORIZED REPRESENTATIVE

Matthew A. [Signature]

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Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP 8720274 - 02

Effective Date: 06/30/2025

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 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.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or 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 leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

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 written rental 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 \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
- (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
- (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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 under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. 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. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Blanket Notification To Others Of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 8720273 - 02

Effective Date: 06/30/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:
1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
 2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
 3. Must be in an electronic format that is acceptable to us; and
 4. Must be accurate.
- Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.** **3.** and **4.** above.
- B.** Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
1. Extend the Coverage Part cancellation date;
 2. Negate the cancellation; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO872027302	06/30/2025	06/30/2026	06/30/2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.



Additional Insured – Owners, Lessees Or Contractors – Completed Operations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 8720273 - 02

Effective Date: 06/30/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, 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 such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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 any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 8720273 - 02

Effective Date: 06/30/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

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 of this endorsement, 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 in such Schedule.

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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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):

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 abandoned 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.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

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 06/30/2025 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. WC 8720272 - 02 Endorsement No.

of the Zurich American Insurance Company (NAME OF INSURANCE COMPANY)

issued to DCCM LLC

Premium (if any) \$

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Blanket Waiver of Subrogation

Job Description

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

(X) Blanket Waiver

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

2. Operations:

3. Premium:

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

4. Advance Premium:

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
06.30.2025 Insured

Policy No. WC872027202

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

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 Policy No. WC872027202

Endorsement No.

Insured DCCM LLC

Premium \$

Insurance Company

Countersigned by _____

Zurich American Insurance Company

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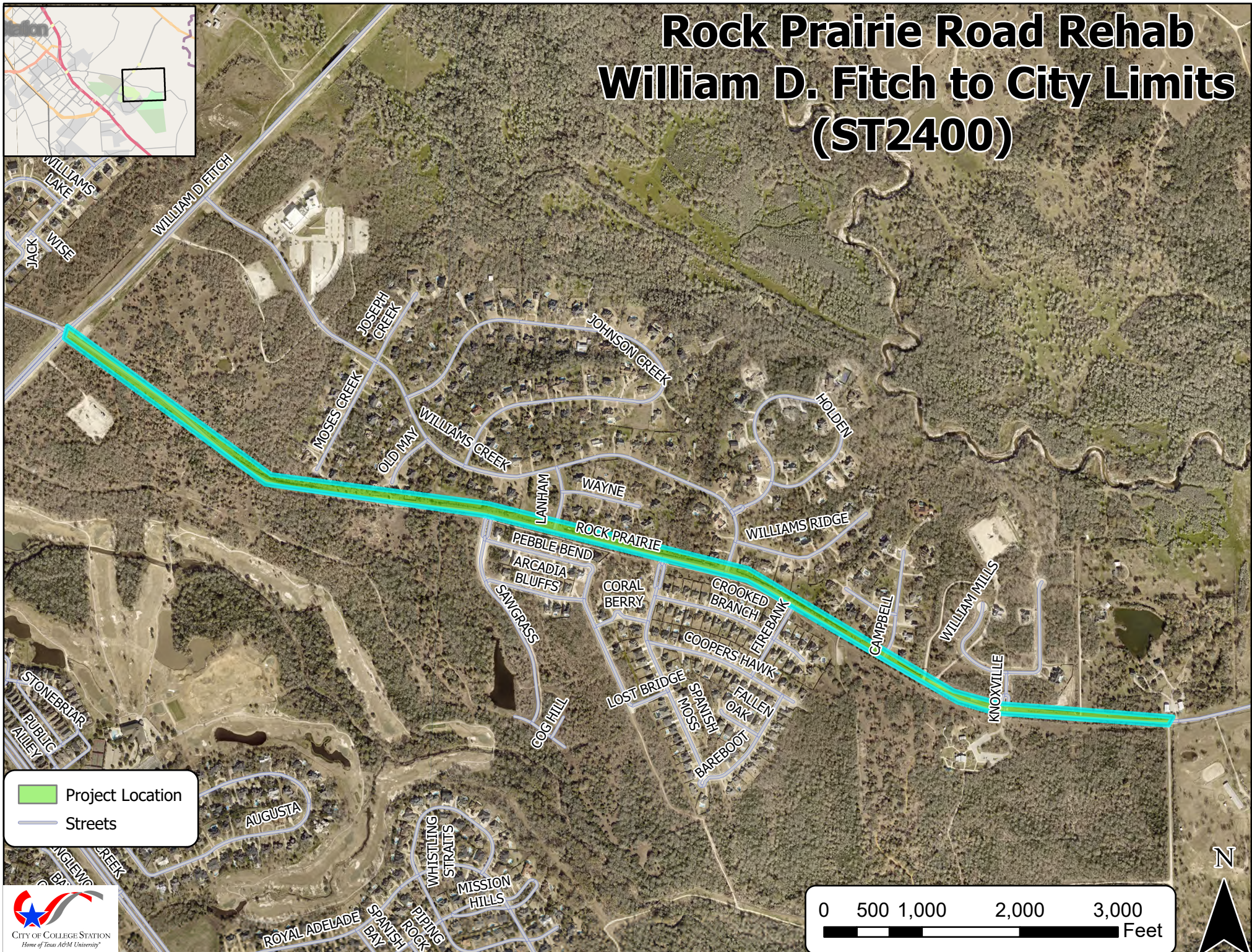


RFQ NO. 25-092
Rock Prairie Rehab - William D. Fitch to City Limits

LIST OF RESPONDENTS

- **Arceneaux Wilson & Associates**
- **Ardurra Group**
- **Colliers Engineering & Design**
- **Binkley Barfield, Inc. | DCCM, LLC**
- **Goodwin-Lasiter-Strong**
- **H2B, Inc**
- **Kimley-Horn and Associates**
- **Mitchell & Morgan, LLP**

Rock Prairie Road Rehab William D. Fitch to City Limits (ST2400)



December 11, 2025
Item No. 7.8.
Lincoln Center Restroom Purchase

Sponsor: Jennifer Cain, Director Capital Projects, Brett Cast , Assistant Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the purchase of a commercial pre-manufactured restroom building from RFL/CorWorth for the Lincoln Center Area Improvements Project in the amount of \$304,934 plus the City's contingency in the amount of \$30,493.40 for a total appropriation of \$335,427.40. 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 2022 bond project includes the purchase and installation of one commercial pre-manufactured restroom building with two separate uni-sex restrooms and a storage room as constructed by RFL/CorWorth. This is a brick-veneered structure with an integral concrete floor slab which will be delivered and installed in place with a crane. The steel structural framing and the finishes are exceptionally durable, for long life and low maintenance requirements. The building will also have electrical lighting/outlets and exhaust fans.

This purchase will coincide with the additional work soon to be bid and awarded for the remaining Lincoln Center Area Improvements project work, which will include a shade shelter, pedestrian sidewalk improvements, and landscaping.

The City of College Station received proposals from two restroom building manufacturers. After the review process, RFL/CorWorth was selected as the most qualified firm for the project, having the lowest price and the best delivery schedule. RFL/CorWorth's proposal is also a BuyBoard contract 781-25 proposal. Texas Government Code 791 and LGC 271 authorize local governments to enter into cooperative purchasing agreements and other agreements for government functions. Utilizing purchasing cooperative contracts and participating in joint-bidding efforts with other government agencies increases the City's purchasing power and decreases time spent conducting competitive solicitation processes.

The City maintains numerous interlocal agreements with other Texas cities, counties, local school districts and Texas A&M, as well as memberships in several Texas and national purchasing cooperatives. Through these agreements, the City gains access to competitively bid contracts, volume discounts, and reduced administrative costs. It is best practice to consider the use of a cooperative contract on a case-by-case basis. The City does so by shopping across cooperatives to ensure best value is achieved.

The City does not pay membership or annual fees to join cooperatives, nor is there any obligation to purchase. Cooperatives are funded primarily through small service (administrative) fees, generally ranging from 1% to 3%, that are paid by vendors. Vendors build these fees into their pricing as a cost of doing business, and experienced and successful vendors might absorb the fee rather than pass it

on. In all cases, the City pays the competitively awarded price, which reflects economies of scale and collective purchasing power. Some cooperatives also issue rebates to their member cities.

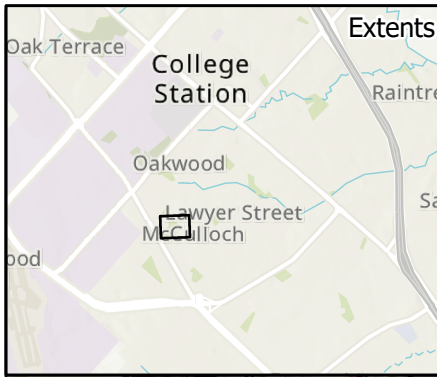
The Architectural Advisory Committee reviewed and approved project finishes and colors on April 28, 2025.

Budget & Financial Summary: Budget in the amount of \$1,200,000 is included for this project in the Parks and Recreation Capital Improvement Projects Fund. A total of \$187,022 has been expended or committed to date, leaving a balance of \$1,012,978 for this item and future costs.

Attachments:

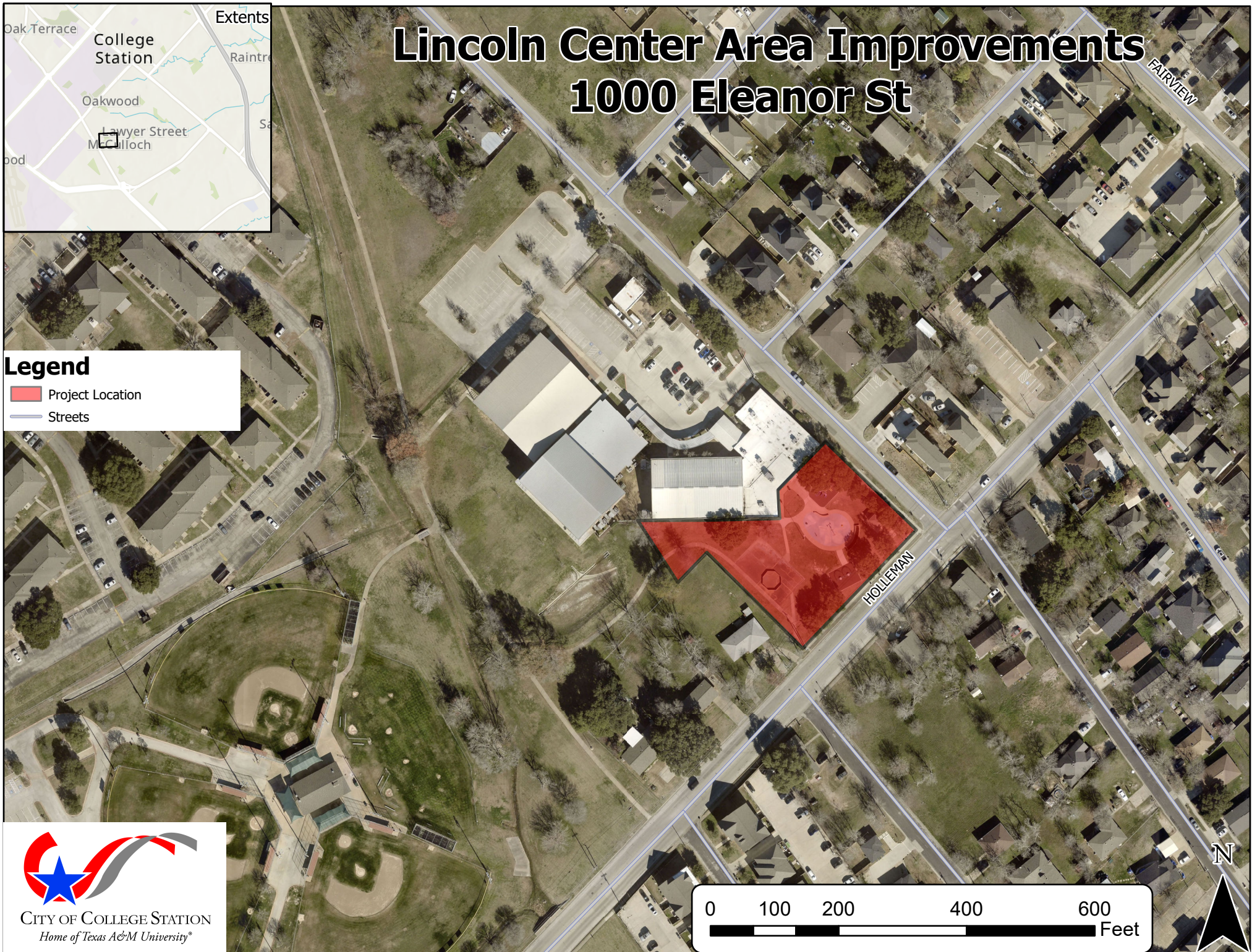
1. Lincoln Center RR Location Map
2. Lincoln Center RR List of Responding firms
3. Purchase Order 26200XXX_example
4. Lincoln Center RR W202STDF Quote 091825

Lincoln Center Area Improvements 1000 Eleanor St



Legend

-  Project Location
-  Streets



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

0 100 200 400 600 Feet





Lincoln Center Area Improvements, Restroom Building Purchase
Project PK2308
List of Responding Firms

The following is a list of firms submitting proposals in response to the above-mentioned project: (list in alphabetical order)

1. Public Restroom Company (PRC), Minden, Nevada
2. RFL/CorWorth, Marble Falls, Texas

The firms submitted proposals were evaluated in the following categories:

- Quality and durability of their restroom building product
- Available colors and finishes
- Overall cost for manufacturing, delivery, and installation
- Required scheduling timelines
- BuyBoard/Purchasing Cooperative affiliation



BILL TO
City of College Station
Accounting Division
PO Box 9973
College Station, TX 77842-9973
(979) 764-3569 Fax: (979) 764-3899
VendorInvoiceEntry@cstx.gov

Purchase Order

Fiscal Year 2026

Page: 1 of: 1

Order Date 10/XX/2025

Purchase Order # 26200XXX-00

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RFL/CorWorth

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RFL/CorWorth

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**THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.**

City of College Station
PO Box 9960
1101 Texas Ave
College Station, TX 77842

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
Date Ordered	Vendor Number	Date Required		Freight Method/Terms		Department/Location	

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	Turnkey purchase and installation of restroom building with attached slab located at the College Station Lincoln Center Purchase Order standard terms and conditions (attached) shall apply to this purchase. Scope of work is attached. Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. BuyBoard Contract number 781-25	1.0	LOT	\$	\$

By _____
Buyer

VENDOR COPY

Total Ext. Price
PO Total

\$
\$
Page 313 of 737

CITY OF COLLEGE STATION
PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE: Acceptance of this order must be without qualifications. City (City of College Station) objects to and will not be bound by any different or additional terms and conditions contained in the acceptance, unless each such different or additional term is expressly agreed to in writing by the City's authorized representative. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for in this order is acceptance of these terms and conditions and on this order.

2. CHANGES/QUANTITIES: No changes may be made in this order without written authorization of the City. Ship exact quantities ordered except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.

3. INVOICES/DISCOUNTS: For prompt payment Vendors must submit original invoices electronically to the following address: VendorInvoiceEntry@cstx.gov. If invoices are subject to a cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All undisputed invoices are paid in full within thirty (30) days after satisfactory delivery, acceptance, and billing, unless otherwise specified or mutually agreed upon before this order was placed. The City is not liable for payment of invoices received six (6) months after order completion.

4. VIRTUAL PAYMENT METHOD: For increased payment and financial information security, Vendors 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 Vendor. Any related reasonable fees paid by the Vendor for use of the virtual payment card system or digital payment system may be passed through to the City. The City may choose by written agreement to use electronic funds transfers for payments. If so, Vendors must complete an authorization form and submit it to City's Accounts Payable Division. Forms may be requested from and submitted to Accounts Payable at VendorInvoiceEntry@cstx.gov.

5. FRAUD REPORTING: To reduce the risk of fraud and to protect Vendor's financial information from fraud, Vendors must report to the City in writing at VendorInvoiceEntry@cstx.gov if Vendor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

6. TAXES: This purchase order serves as a tax exemption certificate in that the City, as a municipality, claims an exemption from payment of State Sales and Federal Excise taxes. These taxes must not be included on invoice. For **Community Development** contracts entered into between the successful contractor and homeowner, contractor shall pay all applicable taxes on material (i.e. material is not tax exempt).

7. PATENTS: Upon acceptance of this order, the Vendor agrees to protect and hold harmless the City from any claim involving patent right infringements, copyrights, or sale franchises.

8. SHIPPING: All shipments to be prepaid by Vendor. Where specific purchase is negotiated F.O.B. shipping point, the Vendor is to prepay shipping charges and add to invoice. In shipments made direct by Vendor's supplier, Vendor is required to notify his supplier to prepay shipments.

9. RISK OF LOSS: Risk of loss, damage or destruction of the materials covered by this order shall be borne by the Vendor until delivery in good condition of conforming products at the F.O.B. point designated on this order. Any rejected goods shall be at the Vendor's risk until returned to Vendor, at Vendor's expense, or otherwise disposed of as Vendor shall reasonably request.

10. DELIVERIES: All deliveries to be made to the City's Central Receiving location at 1601 Graham Road unless otherwise specified on the face of this order. Deliveries will be accepted only during normal working hours on normal working days (8 a.m.-5 p.m., Monday through Friday). Unless otherwise indicated, items received must be new and in first class condition and if type of materials normally packaged for protection and convenience in storage, shall be in proper container. All services performed shall conform to the quality and workmanship of the accepted standards in the industry.

11. VERBAL ORDERS: The terms and conditions in this order apply to emergency and rush orders placed verbally with vendors already familiar with these terms and conditions, in which case a confirming purchase order stamped "CONFIRMATION" will be forwarded to the vendor.

12. CANCELLATIONS: The City reserves the right to cancel or terminate purchase orders for Vendor's failure to deliver as promised, or within a reasonable time if no reasonable delivery commitment is made, unless an acceptable notification of delay is given to the City by the Vendor.

13. INDEMNIFICATION AND INSURANCE: VENDOR INDEMNIFIES, DEFENDS AND HOLDS HARMLESS CITY ITS OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS FROM ANY LIABILITY, INJURY, CLAIM, EXPENSES INCLUDING ATTORNEY'S FEES ARISING OUT OF THIS PURCHASE ORDER. CERTIFICATES OF INSURANCE MAY BE REQUIRED AS DETERMINED BY CITY AND MAY INCLUDE ONE OR MORE OF THE FOLLOWING: COMMERCIAL GENERAL, AUTO, WORKERS COMPENSATION AND PROFESSIONAL LIABILITY.

14. PERSONAL INTEREST: Vendor agrees to abide by all applicable laws regarding conflicts of interest, prohibition of personal interest and related matters including adherence to Chapter 171 Regulation of Conflicts of Interest of Officers of Municipalities, Counties, and certain other local governments; and Chapter 176 Disclosure of Certain Relationships with Local Government Officers, providing Public Access to Certain Information of the Texas Local Government Code.

15. GOVERNING LAW: This Purchase Order is governed according to the laws of the State of Texas. Performance and venue are in Brazos County, Texas.

16. NO BOYCOTT ISRAEL: To the extent this transaction is considered a contract for goods or services subject to §2271.002 Texas Government Code, Vendor verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the provision of such goods or services.

17. NO BOYCOTT FIREARMS: To the extent this transaction is considered a contract for goods or services subject to §2274.002 Texas Government Code, Vendor 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 provision of such goods or services.

18. NO BOYCOTT ENERGY COMPANIES: To the extent this transaction is considered a contract for goods or services subject to §2274.002 Texas Government Code, Vendor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of the provision of such goods or services.



PROJECT NAME: RESTROOM LINCOLN CENTER

CLIENT'S SCOPE OF WORK
TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. SURVEY STAKES:

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
2. Import six inches of $\frac{3}{4}$ - road base rock, and pour for a footing and/or piers.
3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
4. Compact one foot over in all directions (over build).
5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.
6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
7. Provide water and inspection for RFL supplied underground sewer kit.
8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
9. Check corner locations against plans for proper sizing.
10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
11. Excavate one foot perimeter footing if required by local code to specified depth.
12. Verify that pad is level and flat and at correct elevation.

3. SITE ACCESS AND STORAGE:

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). **If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for**

Initials: _____

Initials: _____

by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. CLIENT is responsible for rerouting or blocking of traffic to ensure safe and clear access, or if required by local or State jurisdiction, to delivery site and will be responsible for associated costs. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. **All additional crane costs shall be borne by the CLIENT.** A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service to valve.
2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for hiring of licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in plumbing chase within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.
3. Electrical: RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.
4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.
5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

Initials: _____

Initials: _____

5. SPECIAL CONDITIONS AND COSTS:

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be the responsibility of the CLIENT. All rough and final grading shall be by CLIENT.

9. VERIFICATION OF PREPARED PAD:

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

Initials:_____

Initials:_____

Insurance Requirements:

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

The Contractor shall require that any of its subcontractors performing work on this project or work related to this Agreement also procure and maintain the same types, levels, and coverages of insurance that are required of the Contractor in this Agreement.

The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached as **Exhibit "A"**.

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

Types. Contractor shall have the following types of insurance:

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

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

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit "A"**; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- (e) The City will not accept "claims made" policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.

Initials: _____

Initials: _____

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

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

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

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

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

Initials:_____

Initials:_____

Exhibit "A"

Contractor's Certificate(s) of Insurance
(Insert here)

Initials:_____

Initials:_____



TURNKEY QUOTATION

PROJECT NAME: LINCOLN CENTER
OWNER: CITY OF COLLEGE STATION, TEXAS
DATE: 18 SEPTEMBER 2025

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

PRELIMINARY PURCHASE PRICE

BUY BOARD CONTRACT 781-25

RFL BASE MODEL # W202STDF	@	\$ 252,934.00
INSTALL	@	<u>\$ 11,000.00</u>
TOTAL WITH BUY BOARD DISCOUNT	@	\$ 263,934.00
 FREIGHT AND CRANE	 @	 <u>\$ 41,000.00</u>
TOTAL BUY BOARD W/ FREIGHT AND CRANE	@	\$ 304,934.00

Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the manufacturing time frame is approximately 180-210 days and begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 1-3 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

Initials: _____

Initials: _____

The client must prepare the site in accordance with the "Scope of Work by Client" attached and coordinate any required on-site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client's scope of work.

Exclusions:

- A. Sidewalks beyond building slab.
- B. Site issues beyond the control of RFL.
- C. Damage to existing improvements.
- D. Protection of existing utilities, landscaping, and improvements.
- E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
- F. Excavation and backfill of trenches

CLIENT'S SCOPE OF WORK
TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. SURVEY STAKES:

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

- 1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
- 2. Import six inches of $\frac{3}{4}$ - road base rock, and pour for a footing and/or piers.
- 3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
- 4. Compact one foot over in all directions (over build).
- 5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.
- 6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
- 7. Provide water and inspection for RFL supplied underground sewer kit.
- 8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
- 9. Check corner locations against plans for proper sizing.
- 10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
- 11. Excavate one foot perimeter footing if required by local code to specified depth.
- 12. Verify that pad is level and flat and at correct elevation.

3. SITE ACCESS AND STORAGE:

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). **If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for**

Initials: _____

Initials: _____

by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. CLIENT is responsible for rerouting or blocking of traffic to ensure safe and clear access, or if required by local or State jurisdiction, to delivery site and will be responsible for associated costs. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. **All additional crane costs shall be borne by the CLIENT.** A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service to valve.
2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for hiring of licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in plumbing chase within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.
3. Electrical: RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.
4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.
5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

Initials: _____

Initials: _____

5. SPECIAL CONDITIONS AND COSTS:

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be the responsibility of the CLIENT. All rough and final grading shall be by CLIENT.

9. VERIFICATION OF PREPARED PAD:

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

Initials:_____

Initials:_____

December 11, 2025
Item No. 7.9.
Traffic Signal Fiber 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 Larry Young Paving, Inc. for the installation of fiber optic cabling to six traffic signal locations in the amount of \$499,382.50, plus the City's contingency in the amount of \$49,938 for a total appropriation of \$549,320.50. 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 connection of the final six traffic signal locations to the City's fiber optic network. For each traffic signal location, a pathway with conduit and pull boxes would be created to connect to the nearest fiber optic network location. The Contractor will pull the City-provided fiber optic cabling into place and the City will make final connections and all programming for final connections to the traffic signal control system. The primary purpose of this project is to transition these final six traffic signals from radio control to fiber optic system network control to increase speed and reliability of traffic signal operations. This also has the added benefit of extending the fiber optic network infrastructure for better access in the future.

The City of College Station received construction bids from three qualified contractors as per ITB 26-010. After the review process, Larry Young Paving, Inc. was selected for the project.

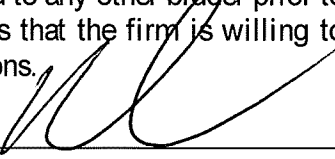
Budget & Financial Summary: Budget in the amount of \$1,575,000 is included for this project in the Facilities and Technology Capital Improvement Projects Fund. A total of \$334,841 has been expended or committed to date, leaving a balance of \$1,240,159 in the total project budget for this construction contract and future costs.

Attachments:

1. Traffic Signal Fiber Construction Bid Submittal
2. Traffic Signal Fiber Expansion map
3. Traffic Signal Fiber Construction List of responders
4. Traffic Signal Fiber Construction Summarized Bid Tab
5. Traffic Signal Fiber Contract - Vendor Signed

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: COO

Typed Name: Mark Schinzler Company Name: Larry Young Paving, Inc.

Phone No.: (979)823-4888 Fax No.: (979)823-4884

Email: m.schinzler@larryyoungpaving.com

Bid Address:	<u>PO Box 11779</u>	<u>College Station</u>	<u>TX</u>	<u>77842</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Order Address:	<u>1852 Silver Hill Rd.</u>	<u>Bryan</u>	<u>TX</u>	<u>77807</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Remit Address:	<u>PO Box 11779</u>	<u>College Station</u>	<u>TX</u>	<u>77842</u>
	<u>P.O. Box or Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Federal Tax ID No.: 20-3237385

DUNS No.: 608643057

Date: October 30, 2025

END OF BID #26-010

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

**BID SUMMARY
BID NO. 26-010**

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the construction of the Traffic Signal Fiber Expansion Project and to perform the work required for the construction of said Traffic Signal Fiber Expansion 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(s), 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: (\$ 499,382.50)

Total Base Bid + Bid Alternate: (\$ 499,382.50)

CALENDAR DAYS: Total number of calendar days to substantial completion is 182 days.

RECEIPT OF ADDENDA

I hereby acknowledge receipt of the following Addenda: 1,2,3,4,5

CONTRACTOR NAME: Larry Young Paving, Inc.

CONTRACTOR SIGNATURE: 
Mark Schinzler

City of College Station Bid 26-010
Traffic Signal Fiber Expansion
Bid Opening Thursday, October 30, 2025
at 2:00 p.m CT

Please type or write legibly in blue or black ink. A unit price is required for all bid items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

<u>Item No.</u>	<u>Description</u>	<u>Spec. No.</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
A Traffic Control Plan						
1	Mobilization	TxDOT 500	LS	1	\$ 43,000.00	\$ 43,000.00
2	Traffic Control - Barricades, Signs and Traffic Handling	TxDOT 502	MO	4	\$ 3,500.00	\$ 14,000.00
Subtotal of A						\$ 57,000.00
B ITS						
3	Conduit (RM) (4")	TxDOT 618	LF	30	\$ 91.00	\$ 2,730.00
4	Conduit (Prepare)	TxDOT 618	LF	710	\$ 4.00	\$ 2,840.00
5	Conduit (PVC-40) 4" w/ 4-1" Inner Ducts	TxDOT 618	LF	9535	\$ 20.00	\$ 190,700.00
6	Conduit (PVC-40) 4" (Bore) w/ 4-1" Inner Ducts	TxDOT 618	LF	2775	\$ 20.00	\$ 55,500.00
7	Electrical Conductor (No. 14) Insulated	TxDOT 620	LF	12360	\$ 1.75	\$ 21,630.00
8	ITS Ground Box (POLY) TY 1 (304830) W/ Apron	TxDOT 623	EA	33	\$ 3,400.00	\$ 112,200.00
9	Remove Ground Box	TxDOT 624	EA	1	\$ 400.00	\$ 400.00
10	Relocate Fiber Optic Cable	TxDOT 6027	LF	795	\$ 1.50	\$ 1,192.50
11	Flex Corrugated Conduit (PVC) (1")		LF	160	\$ 21.00	\$ 3,360.00
12	Install Fiber Optic Cable (By Contractor)		LF	14645	\$ 2.00	\$ 29,290.00
13	Install Fiber Optic Cable Aerial (By Contractor)		LF	5635	\$ 4.00	\$ 22,540.00
Subtotal of B						\$ 442,382.50
Grant Total (Items A-B)						\$ 499,382.50

per Addendum #2

Completion # of Days 182

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

Name of Company: Larry Young Paving, Inc.

Company Years in Business: 20

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

Project	Municipality	\$ Amount	Type	Date
FM 1488 @ Emory Glen	Mont. Co. MUD 197	\$526,500	Signal	10/25
Tuckerton Rd	Harris Co. MUD 489	\$631,000	Signal	9/25
NW 99 Business Park	Harris Co. MUD 441	\$309,000	Signal	10/25
FM 2090 @Townsend	Mont. Co. MUD 185	\$897,000	Signal & turn lane	10/25
BS 6 Hwy 21	TxDOT/COB	\$4.2 mil	Signal, paving	8/24
			Utilities	

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
Eric Alkalco	25	Emory Glen, Tuckerton
		NW 99, Fm 2090

Project Manager	Years Experience	Projects
Cash Hecox	5	TxDOT - Fm 2,
		Fm 1179, Fm 158

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

1. Fm 1488

o Emory Glen

ELRA Engineering

(713) 784. 4500

2. Tuckerton Rd.

@ Harris Co.

Howard Hughes -

Dominique Perez

(281) 558. 8700

3. NW 99 Business Park

Harris Co.

Quiddity Engineering

(972) 265-6039

4. Fm 2090 @ Townsend

Mind. Co.

Elevation Land Solutions

Joshua Scott

(203) 996. 8110

5. BS 161 Hwy 21

BRAAS CO. - Txbot

clo Bryan

James Robbins

(979) 778. 2165

* Project Sheets attached

1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		2. EXAMPLE PROJECT KEY NUMBER	
3. TITLE AND LOCATION <i>(City and State)</i> FM 1488 HIGHWAYS IMPROVEMENTS & TRAFFIC SIGNAL AT EMORY GLEN		4. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2025	CONSTRUCTION Traffic Signal Installation
5. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Montgomery Co. MUD 197		c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL EHRA Engineering (713)784-4500	
6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>			
Relevance to Selection Criteria Traffic Signal Install, pavement markings, reinforced concrete			



Contract Value \$526,500

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Larry Young Paving	(2) FIRM LOCATION <i>(City and State)</i> Bryan, TX	(3) ROLE General Contractor
b.	(1) FIRM NAME Montgomery County MUD 197	(2) FIRM LOCATION <i>(City and State)</i> Montgomery County	(3) ROLE Owner
c.	EHRA Engineering	Houston, TX	Engineer

1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		2. EXAMPLE PROJECT KEY NUMBER	
3. TITLE AND LOCATION (City and State) BRIDGELAND TRAFFIC SIGNAL AT TUCKERTON RD. HARRIS COUNTY		4. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2025	CONSTRUCTION Traffic Signal Installation
5. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Harris County MUD 489	Dominique Perez – Howard Hughes	c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL (281) 558-8700	

6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)	
Relevance to Selection Criteria	
Traffic Signal Install, pavement markings, reinforced concrete	



Contract Value \$631,000.00

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Larry Young Paving	(2) FIRM LOCATION (City and State) Bryan, TX	(3) ROLE General Contractor
b.	(1) FIRM NAME Harris County MUD 189	(2) FIRM LOCATION (City and State) Harris County	(3) ROLE Owner
c.	BGE Engineering	, TX	Engineer
d.	Bridgeland Development	Cypress, TX	Developer

1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		2. EXAMPLE PROJECT KEY NUMBER	
3. TITLE AND LOCATION (City and State) NORTHWEST 99 BUSINESS PARK TRAFFIC SIGNAL INSTALLATION		4. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2025	CONSTRUCTION Traffic Signal Installation
5. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Harris County MUD 441	Quiddity Engineering	c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL (972)265-6039	

6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)	
Relevance to Selection Criteria	
Traffic Signal Install, pavement markings, reinforced concrete	

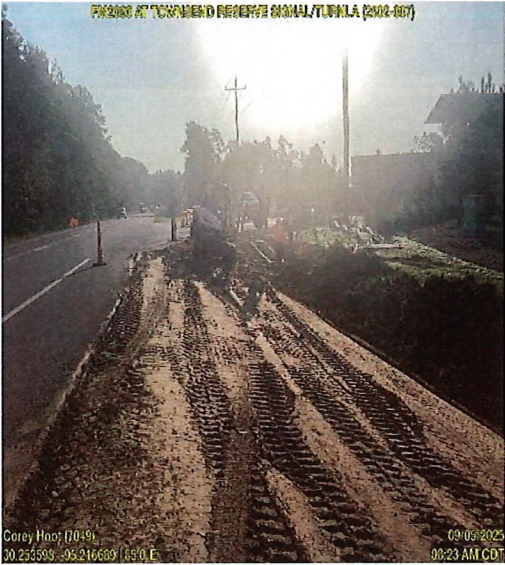


Contract Value \$309,000

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Larry Young Paving	(2) FIRM LOCATION (City and State) Bryan, TX	(3) ROLE General Contractor
b.	(1) FIRM NAME Harris County MUD 441	(2) FIRM LOCATION (City and State) Harris County	(3) ROLE Owner
c.	Quiddity Engineering	Harris, TX	Engineer

1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		2. EXAMPLE PROJECT KEY NUMBER	
3. TITLE AND LOCATION (City and State) FM 2090 TRAFFIC SIGNAL & TURN LANES		4. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2025	CONSTRUCTION Traffic Signal Installation
5. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Montgomery Co. MUD 185		c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL (203)996-8110	
Joshua Scott			

6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)	
Relevance to Selection Criteria	
• Traffic Signal Install, pavement markings, reinforced concrete	



Contract Value \$896,795

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Larry Young Paving	(2) FIRM LOCATION (City and State) Bryan, TX	(3) ROLE General Contractor
b.	(1) FIRM NAME Montgomery County MUD 185	(2) FIRM LOCATION (City and State) Montgomery County	(3) ROLE Owner
c.	Elevation Land Solutions	Houston, TX	Engineer

1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		2. EXAMPLE PROJECT KEY NUMBER	
3. TITLE AND LOCATION (City and State) BS 6 HWY 21 BRYAN, TEXAS		4. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2024	CONSTRUCTION Paving, Signal
5. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER TxDOT	James Robbins, A.E.	c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL (979)778-2165	

6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)	
Relevance to Selection Criteria	
Traffic Signal Install, pavement markings, reinforced concrete, HMAC	

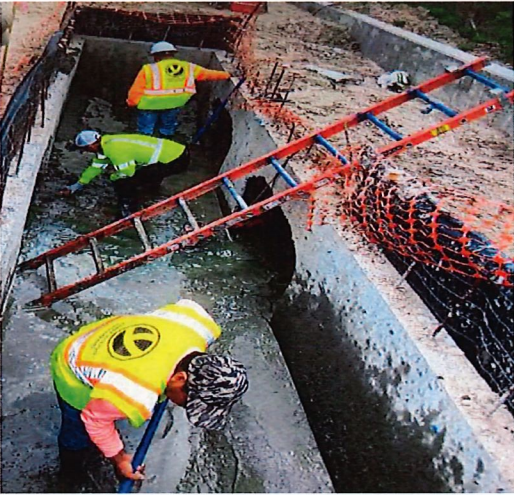


Contract Value \$4,236,100.00

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a.	(1) FIRM NAME Larry Young Paving	(2) FIRM LOCATION (City and State) Bryan, TX
b.	(1) FIRM NAME TxDOT	(2) FIRM LOCATION (City and State) Bryan District
c.	(1) FIRM NAME City of Bryan	(2) FIRM LOCATION (City and State) Bryan, TX

Larry Young Paving, Inc.		2. EXAMPLE PROJECT KEY NUMBER	
3. TITLE AND LOCATION (City and State) CITY OF COLLEGE STATION, TX GREENS PRAIRE TRAIL WIDENING PROJECT		4. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION Reinforced Concrete Paving
5. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER City of College Station	b. POINT OF CONTACT NAME James Smith	c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL jsmith@cstx.gov	

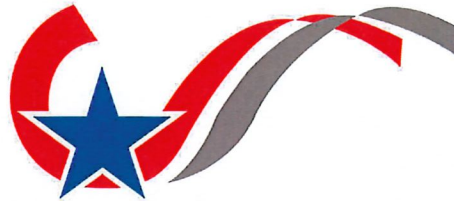
6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)	
Relevance to Selection Criteria	
Reinforced Concrete Paving, Storm, Sanitary Sewer, Water, Signals	



Contract Value: 9,241,153.75



7. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Larry Young Paving	(2) FIRM LOCATION (City and State) Bryan, TX	(3) ROLE General Contractor
b.	(1) FIRM NAME Binkley & Barfield	(2) FIRM LOCATION (City and State) College Station, TX	(3) ROLE Engineer
c.	(1) FIRM NAME Bayer Construction	(2) FIRM LOCATION (City and State) Bryan, TX	(3) ROLE Subcontractor – Electrical
d.	(1) FIRM NAME Elliott Construction	(2) FIRM LOCATION (City and State) Bryan, TX	(3) ROLE Subcontractor – Underground Utilities



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

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

www.cstx.gov

ADDENDUM # 1
BID # 26-010

Date: October 24, 2025
To: All Interested Parties
From: Brandi Whittenton, Buyer
Re: **Bid # 26-010 Traffic Signal Fiber Extension**

The following additions, deletions or clarifications to Bid # 26-010 are hereby made a part of the Bid Documents for the above referenced project as fully and as completely as though the same were included therein.

Reminders:

MICROSOFT TEAMS MEETING ACCESS INFORMATION

Bid Opening 26-010 Installation of Traffic Signals
Thursday, October 30, 2025, at 2:00pm CT
Meeting ID: 223 732 318 039 9
Passcode: uw9UR7Pu

Vendor Questions and Answers – attached

Please acknowledge receipt of this addendum with signature and date and return with completed bid. Failure to do so may cause your Bid to be considered non-responsive.

Receipt of this Addendum No. 1 is hereby acknowledged



1101 Texas Ave * College Station, TX 77840 * (979) 764-3555
www.cstx.gov

ADDENDUM # 2
BID # 26-010

Date: October 27, 2025
To: All Interested Parties
From: Brandi Whittenton, Buyer
Re: **Bid # 26-010 Traffic Signal Fiber Extension**

The following additions, deletions or clarifications to Bid # 26-010 are hereby made as a part of the Bid Documents for the above referenced project as fully and as completely as though the same were included therein.

Reminders:
MICROSOFT TEAMS MEETING ACCESS INFORMATION

Bid Opening 26-010 Installation of Traffic Signals
Thursday, October 30, 2025, at 2:00pm CT
Meeting ID: 223 732 318 039 9
Passcode: uw9UR7Pu

Vendor Questions and Answers – Highlight changes below.

- We changed the Pay Item for conduit to 618 (from 619)
 - We modified Pay Item 618 with a special provision to include the innerducts in the pay item
 - We developed the special provision Item 618 (attached to this email)
 - We modified the COCS Spec List to include the 618 Special Provision (attached to this email)
 - Plan sheets were updated to reflect this change (attached to this email)
 - Pricing form was updated to reflect the Pay Item change (attached to this email)

- We removed the TxDOT details for ITS Ground Box 1 and 2 and refer to the COCS details
 - Pricing form was updated to reflect naming change of the ITS ground box
- We added a 2nd page of ITS notes to appease the TxDOT Rulis requests.

Attachments

1. Updated bid form,
2. technical specification
3. revised plans
4. special provisions-item 618

Please acknowledge receipt of this addendum with signature and date and return with completed bid. Failure to do so may cause your Bid to be considered non-responsive.

Receipt of this Addendum No. 2 is hereby acknowledged

A handwritten signature in black ink, appearing to be a stylized 'JL' or similar initials.



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

1101 Texas Ave * College Station, TX 77840 * (979) 764-3555
www.cstx.gov

ADDENDUM # 3
BID # 26-010

Date: October 28, 2025
To: All Interested Parties
From: Brandi Whittenton, Buyer
Re: **Bid # 26-010 Traffic Signal Fiber Extension**

The following additions, deletions or clarifications to Bid # 26-010 are hereby made as a part of the Bid Documents for the above referenced project as fully and as completely as though the same were included therein.

Reminders:

MICROSOFT TEAMS MEETING ACCESS INFORMATION

Bid Opening 26-010 Installation of Traffic Signals
Thursday, November 6, 2025, at 2:00pm CT
Meeting ID: 223 732 318 039 9
Passcode: uw9UR7Pu

Please acknowledge receipt of this addendum with signature and date and return with completed bid. Failure to do so may cause your Bid to be considered non-responsive.

Receipt of this Addendum No. 3 is hereby acknowledged



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ADDENDUM # 4

BID # 26-010

Date: November 6, 2025

To: All Interested Parties

From: Alan Degelman, Buyer II

Re: **Bid # 26-010 Traffic Signal Fiber Expansion Project**

The following additions, deletions or clarifications to Bid # 21-002 are hereby made a part of the Bid Documents for the above referenced project as fully and as completely as though the same were included therein.

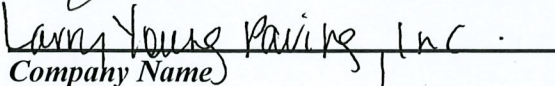
Additions, Deletions or Clarifications

1. This projects opening date has been extended to 11/7/2025 at 2:00p.m. CT

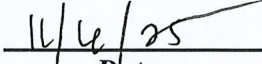
Please acknowledge receipt of this addendum with signature and date and return with completed bid. Failure to do so may cause your Bid to be considered non-responsive.

Receipt of this Addendum No. 4 is hereby acknowledged



Authorized Signature Tracy Lang
Project Admin


Company Name Larry Young Paving, Inc.



Date



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www.cstx.gov

ADDENDUM # 5

BID # 26-010

Date: November 6, 2025

To: All Interested Parties

From: Alan Degelman, Buyer II

Re: **Bid # 26-010 Traffic Signal Fiber Expansion Project**

The following additions, deletions or clarifications to Bid # 21-002 are hereby made a part of the Bid Documents for the above referenced project as fully and as completely as though the same were included therein.

Additions, Deletions or Clarifications

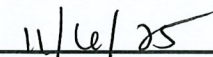
- 1. This project has now been uploaded using a new bid number. For electronic submissions, please use bid number ITB-26-010c to submit an electronic bid. The opening date is 11/7/2025 at 2:00p.m. CT. All submissions must be submitted by this deadline.**

Please acknowledge receipt of this addendum with signature and date and return with completed bid. Failure to do so may cause your Bid to be considered non-responsive.

Receipt of this Addendum No. 5 is hereby acknowledged



Authorized Signature Tracy Lang
Project Admin.



Date



Company Name



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Larry Young Paving, Inc. as principal, hereinafter called the "Principal," and **MARKEL INSURANCE COMPANY**, at 4521 Highwood Parkway, Glen Allen VA 23060, 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 (5 %) of the Amount Bid by Principal 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 RFP 26-010 Traffic Signal Fiber Expansion.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, 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.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 9th day of October, 20 25.

Larry Young Paving, Inc.
(Principal)

BY: [Signature]

TITLE: Herbert L. Young, Jr. - President

Markel Insurance Company

BY: Alexandria Petroski

Alexandria Petroski, Attorney-in-Fact

THE RIDER ATTACHED HERETO IS INCORPORATED IN THIS BOND AND MODIFIES COVERAGE UNDER THIS BOND.

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

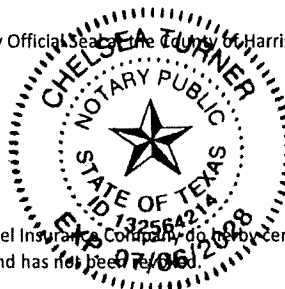
By:

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 9th day of October, 2025.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1382104

Date Filed:
10/28/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Larry Young Paving, Inc.
Bryan, TX United States

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

City of College Station

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

26-010
Traffic Signal Fiber Expansion

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Larry Young Paving, Inc.	Bryan, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

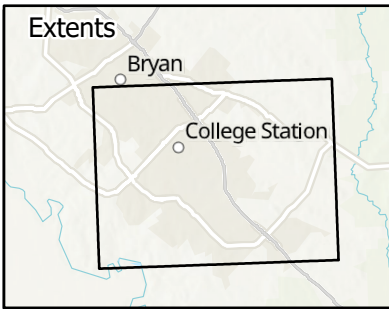
My name is Herbert L. Young, Jr, and my date of birth is 11.30.49.

My address is 5000 Commonwealth Ct., College Station, TX, 77845, US.
(city) (state) (zip code) (country)

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

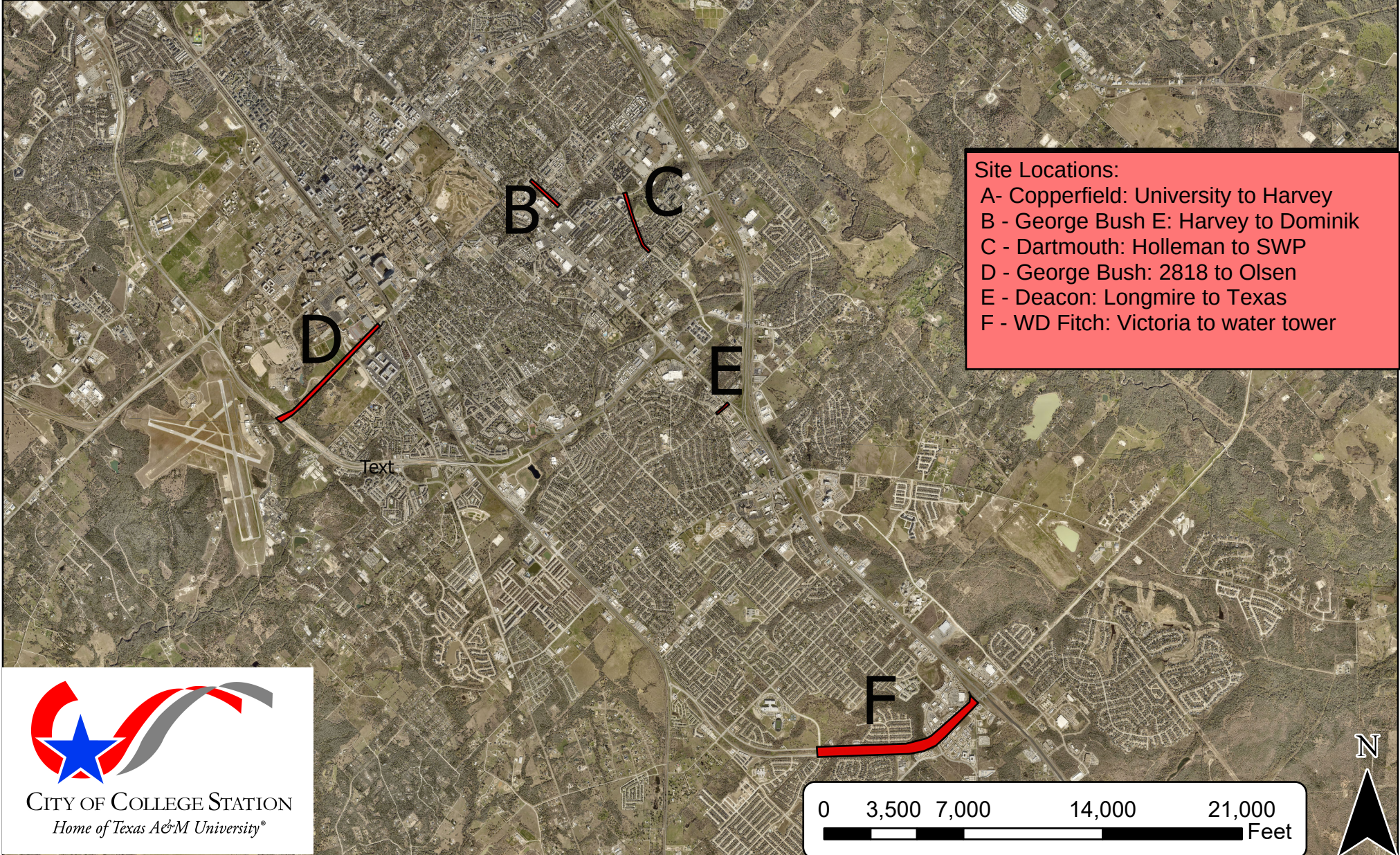
Executed in Brazos County, State of Texas, on the 28 day of October, 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



Traffic Signal Fiber Expansion

City-Wide



- Site Locations:
- A- Copperfield: University to Harvey
 - B - George Bush E: Harvey to Dominik
 - C - Dartmouth: Holleman to SWP
 - D - George Bush: 2818 to Olsen
 - E - Deacon: Longmire to Texas
 - F - WD Fitch: Victoria to water tower

ITB 26-010
Traffic Signal Fiber Expansion project
List of responders

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

- 1. Bayer Construction Electrical Contractors, Inc.**
- 2. CapStar Construction, LLC**
- 3. Larry Young Paving, Inc.**

The firms submitted proposals were evaluated in the following categories laid out in ITB 26-010:

1. Proposed lowest bid for the cost of the work
2. Verification that all bid requirements were met
3. Confirmation of construction schedule of 182 days

ITB 26-010
Traffic Signal Fiber Expansion Project
Summarized Bid Tab

Bids Received as follows:

Firm	Bid
1. Bayer Construction Electrical Contractors, Inc.	\$599,930.00
2. CapStar Construction, LLC	\$756,958.60
3. Larry Young Paving, Inc.	\$499,382.50

All firms confirmed the 182 day construction schedule.



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300173 PROJECT #: CO2500 BID/RFP/RFQ#: 26-010

Project Name / Contract Description: Traffic Signal Fiber Expansion Project construction contract

Name of Contractor: Larry Young Paving, Inc.

CONTRACT TOTAL VALUE: \$ 499,382.50 **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)

The project was advertised as BID # 26-010. Bid proposal package were received on November 7, 2025 from 3 firms. After reviewing and scoring the bid proposal packages, Larry Young Paving, Inc. had the lowest cost and best score.

\$1,240,159 is available for this project in the Facilities and Technology Capital Improvement Fund.

(If required)*

CRC Approval Date*: N/A **Council Approval Date*:** 12/11/25 **Agenda Item No*:**

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

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 LARRY YOUNG PAVING, INC (the "Contractor") for the construction and/or installation of the following:
as discribed in 26-010 Traffic Signal Fiber Expansion Project.

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: Fourty-Nine Thousand Nine Hundred Thirty-Nine and NO /100 Dollars (\$49,938.00).

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: Four Hundred Ninety-Nine Thousand Three Hundred Eighty-Two and 50 /100 Dollars (\$499,382.50).

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:

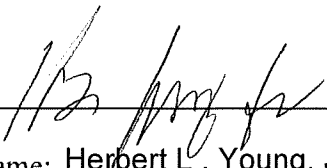
- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms. If this Contract is for goods and services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

LARRY YOUNG PAVING, INC.

By: 
Printed Name: Herbert L. Young, Jr

Title: President

Date: 11/20/25

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

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.

** 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 is 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. 4484637

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

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 Four Hundred Ninety-Nine Thousand Three Hundred Eighty-Two and 50 /100 Dollars (\$ 499,382.50) 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 as discribed in 26-010 Traffic Signal Fiber Expansion Project

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

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

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

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

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. 4484637

FOR THE CONTRACTOR:

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

By: [Signature]
Name: Tracy Lane
Title: Project Administrator
Date: December 11, 2025

(Name of Contractor)
By: [Signature]
Name: Herbert L. Young, Jr.
Title: President
Date: December 11, 2025

FOR THE SURETY:
ATTEST/WITNESS (SEAL)

By: Kristi Zientek
Name: Kristi Zientek
Title: Witness
Date: December 11, 2025

Markel Insurance Company
(Full Name of Surety)
9500 Arboretum Blvd., Suite 400
Austin, TX 78759
(Address of Surety for Notice)

By: Alexandria Petroski
Name: Alexandria Petroski
Title: Attorney-In-Fact
Date: December 11, 2025

FOR THE CITY:

REVIEWED:

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

City Attorney

City Manager

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

TEXAS STATUTORY PAYMENT BOND

Bond No. 4474637

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 Four Hundred Ninety-Nine Thousand Three Hundred Eighty-Two and 50 /100 Dollars (\$ 499,382.50) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the 11th day of December, 2025, for as discribed in 26-010 Traffic Signal Fiber Expansion Project, referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum. A copy of surety agent's "Power of Attorney" must be attached hereto.

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

Bond No. 4484637

FOR THE CONTRACTOR:

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

By: [Signature]
Name: Tracy Lang
Title: Project
Date: December 11, 2025

(Name of Contractor)

By: [Signature]
Name: Herbert L. Young, Jr.
Title: President
Date: December 11, 2025

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: Kristi Zientek
Name: Kristi Zientek
Title: Witness
Date: December 11, 2025

Markel Insurance Company

(Full Name of Surety)

9500 Arboretum Blvd., Suite 400
Austin, TX 78759
(Address of Surety for Notice)

By: Alexandria Petroski
Name: Alexandria Petroski
Title: Attorney-In-Fact
Date: December 11, 2025

FOR THE CITY:

REVIEWED:

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

City Attorney

City Manager

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

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:

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 5th day of November, 2025.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

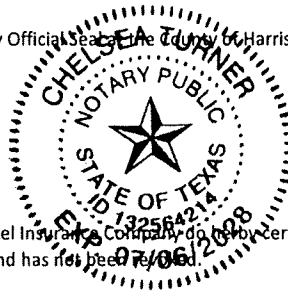
By:

Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 5th day of November, 2025 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By:

Chelsea Turner, Notary Public
My commission expires 7/6/2028

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

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 11th day of December, 2025.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary

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)

11/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rollo Insurance Group, Inc 1500 Earl Rudder Freeway S College Station, TX 77840	CONTACT NAME:		
	PHONE (A/C, No, Ext): (979) 774-2800	FAX (A/C, No): (979) 774-2800	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : Arch Insurance Company	11150	
INSURED Larry Young Paving, Inc. Silver Hill Equipment Co., LLC PO Box 11779 College Station, TX 77842	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 ☒ PROJECT ☐ 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 26-010 Installation of Traffic Signals Fiber Expansion Contract # 26300173

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.

ITB 26-010 ALL PLANS AND SPECIFICATIONS ARE LOADED AS SEPARATE
DOCUMENTS ON BRAZOSBID.IONWAVE.NET

EXHIBIT E
CONSTRUCTION SCHEDULE

Completion in 182 days.

EXHIBIT F
SCHEDULE OF VALUES

December 11, 2025
Item No. 7.10.
Brazos Transit District 2024-2025 Funding Agreement

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Brazos Transit District in the amount of \$334,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2024-2025 budget process the City Council requested funding for Brazos Transit District in the amount of \$334,000. The full amount of \$334,000 is to provide public mobility and specialized transportation services through bus service only in College Station with the funds from this Agreement.

Budget & Financial Summary: This was originally budgeted in the FY25 Budget. A budget amendment will be presented in January 2026 to cover the cost of the contract. Contract negotiations were not completed until November 2025.

Attachments:

1. 25300514 - BTD-CS Funding Agreement 24-25 AL



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300514 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: City of College Station Funding Agreement for payment and use of General Funds with Brazos Transit District

Name of Contractor: Brazos Transit District

CONTRACT TOTAL VALUE: \$ 334,000.00 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

Funding for this contract will be in FY26 budget amendment #1 - General Fund - Budget Code: 10019100-6720

(If required)*

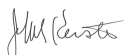
CRC Approval Date*: 11/12/2025 **Council Approval Date*:** 12/11/2025 **Agenda Item No*:**

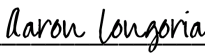
--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

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

SIGNATURES RECOMMENDING APPROVAL

 11/13/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

 11/13/2025
ASST CITY MGR – CFO DATE

 11/13/2025
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A N/A

MAYOR (if applicable) DATE

N/A N/A

CITY SECRETARY (if applicable) DATE

**CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF GENERAL FUNDS WITH
BRAZOS TRANSIT DISTRICT**

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”) and the **BRAZOS TRANSIT DISTRICT**, a Political Subdivision of the State of Texas (“Agency”).

WHEREAS, City has a strategic plan with an initiative of improving mobility; and

WHEREAS, Agency’s purpose is to facilitate mobility in urban and rural communities through the provision of public and specialized transportation services and projects, and

WHEREAS, Agency has transitioned from small urban to large urban and into a new funding pool and formula resulting in a reduction in federal and state funding, and

WHEREAS, the City desires to assist Agency in improving mobility only in College Station, and

WHEREAS, the City of Bryan and Brazos County have entered into, or intend to enter into, separate funding agreements with Agency to assist Agency in improving mobility in Bryan, Texas and Brazos County, respectively, and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree, and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Brazos Transit District a Political Subdivision as defined in its bylaws.

1.2 City means the City of College Station, County of Brazos, and the State of Texas.

1.3 Contract Quarter means any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency’s work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

ARTICLE II STATEMENT OF WORK

2.1 Purpose of Funding. The Agency facilitates mobility in urban and rural communities through the provision of public and specialized transportation services and projects. The Agency will provide public mobility and specialized transportation services through its bus service only in College Station with the funds from this Agreement.

2.2 Attending Events. The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City. For the avoidance of doubt, Agency events or promotional programs as described herein are limited to those intended for public participation or promotion, and do not include Agency's internal events, meetings or trainings.

ARTICLE III PAYMENT

3.1 For and in consideration of the activities satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **THREE HUNDRED THIRTY-FOUR THOUSAND DOLLARS AND NO/100 CENTS (\$334,000.00)** from the City's General Fund. The appropriated funds shall be used during the period of **October 1, 2024 to September 30, 2025**. Payment is made with one initial installment of **\$222,666.68** after execution of this Agreement followed by four monthly installments of **\$27,833.33**.

3.2 Monthly Payments will be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

3.3 City may withhold further payments and allocations if City determines Agency's expenditures pertaining to the City of College Station area materially deviate from their Statement of Work or if reports required herein are not submitted in a complete and timely manner.

ARTICLE IV RECORDS AND REPORTS

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to City's accounting practices, however if said conformance is not required in the event of any conflict between the City's accounting practices and Agency's accounting requirements under

separate agreements between Agency and the Federal Transit Administration or the Texas Department of Transportation.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Reports. The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

4.6 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted. For the avoidance of doubt, and as further described in Article II, Agency is to provide services only in College Station with the funds from this Agreement and any monitoring review must be related to Agency's use of funds in College Station.

4.8 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting, or as soon as finalized, with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within fifteen (15) days after approval of the minutes upon request from the City.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins October 1, 2024, and terminates at midnight September 30, 2025. Only those expenditures authorized under the Statement of Work, which are actually incurred during the Agreement term are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) **For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) **Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c) In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d) Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1) Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City
 - (2) Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period
 - (3) A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used

improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

- (a) Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:
 - (1)** The termination of the legal existence of Agency.
 - (2)** The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.
- (b) Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:
 - (1)** Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach.
 - (2)** The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. To the extent permitted by the Constitution and the laws of the State of Texas, the Agency shall indemnify, hold harmless, and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by

the Agency and funded under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

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

ARTICLE VIII INSURANCE

8.1 The Agency 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 services performed by the Agency, its officers, agents, volunteers, and employees.

8.2 The Agency's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit D**.

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

8.3 Types. Agency shall have the following types of insurance:

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

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

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit D**; and shall be approved by the City before work begins.
- (c) Agency shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- (e) The City will not accept "claims made" policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

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

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Combined Single Limit of Liability not less than \$300,000 per occurrence for bodily injury and property damage. Agency is a political subdivision of the State of Texas and subject to the Texas Torts Claim Act.

- (d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

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

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

ARTICLE IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, for services in College Station then Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

9.8 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.

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

9.10 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 organizations.

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

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

9.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

9.14 Counterparts. 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.

9.15 Invalid Provisions. 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.

9.16 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 any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Mary Ellen Leonard
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Brazos Transit District
Wendy Weedon
Chief Executive Officer
2117 Nuches Lane
Bryan, Texas 77803

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency 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 Agreement against a firearm entity or firearm trade association; and

- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

9.20 Governmental Immunity. This Agreement is subject to the proper application of the doctrine of governmental immunity.

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

List of Exhibits:

- A. Statement of Financial Position
- B. Narrative Summary of Activity
- C. Performance Measures
- D. Certificates of Insurance

BRAZOS TRANSIT DISTRICT

By: Wendy Weedon

Printed Name: Wendy Weedon

Title: Chief Executive Officer

Date: 11/13/2025

CITY OF COLLEGE STATION

City Manager

Date: _____

Aaron Longoria
City Attorney

Date: 11/13/2025

Jim Perote

Assistant City Manager

Date: 11/13/2025

EXHIBIT A
STATEMENT OF FINANCIAL POSITION

Brazos Transit District
Balance Sheet - Balance Sheet
As of 3/31/2025

		<u>Current Year</u>
Assets		
10000	Operating	7,544,361.74
10100	Payroll	2,013.47
11100	Commercial Bank of Texas	7,882.34
12600	Petty Cash	50.00
12800	Spare Parts Inventory	105,365.60
13000	Accounts Receivable	2,567,311.00
13500	Deferred Outflows - Pension Activities	361,021.00
13600	Land	7,511,648.63
13700	Buildings	33,196,179.00
13800	Renovation	3,458,484.00
14000	Property & Equipment	36,134,681.00
14100	Less: Accumulated Depreciation	(28,063,579.00)
14200	Construction in Progress	572,996.00
20550	New CC AP Clearing	<u>(1,850.00)</u>
	Total Assets	<u><u>63,396,564.78</u></u>
Liabilities		
20000	Accounts Payable	12,733.92
20600	Net Pension Liability	(1,238,248.00)
21000	Accured Salaries	53,966.76
21100	Federal Withholding Payable	(4,550.07)
21200	FICA Payable	(9,081.22)
21300	TEC Payable	45,288.46
21400	Workers Comp Payable	113,315.21
21500	Health Insurance Payable	21,901.37
21600	Child Support Payable	(578.71)
21800	Flex Plan Payable	(750.00)
22100	Life Insurance Payable	8,115.91
22200	Disability Insurance Payable	68,238.13
22300	Retirement Payable	(27,860.59)
22600	Elective Retirement	(26.30)
23100	Medical Reimbursement Payable	52.29
23300	Child Care Payable	6,428.70
23600	Deferred Inflows	264,781.00
29000	Accrued Annual Leave	<u>191,055.14</u>
	Total Liabilities	<u>(495,218.00)</u>
Fund Balance		
		<u>63,893,632.83</u>
	Total Fund Balance	<u>63,893,632.83</u>
	Total Liability and Fund Balance	<u><u>63,398,414.83</u></u>

Brazos Transit District
Urban Program Sect. 5307
From 10/01/2024 Through 03/31/2025

	<u>Current Year Actual</u>
Revenues	
Federal Grants	1,501,183.00
Insurance	19,419.04
State Grants	265,778.00
Passanger Fares	110,767.40
Total Revenues	1,897,147.44
Expenditures	
Labor	1,118,110.32
Fuels and Lubricants	177,585.93
Tires and Tubes	41,405.00
Other Materials and Supplies	91,739.79
Fringe Benefits	302,539.90
Miscellaneous Expenses	89,936.17
Services	157,973.06
Utilites/Telephone	69,881.66
Insurance	93,449.60
Taxes	32,787.19
Total Expenditures	2,175,408.62
Balance	(278,261.18)

EXHIBIT B
NARRATIVE SUMMARY OF ACTIVITY

EXHIBIT C
PERFORMANCE MEASURES

EXHIBIT D
CERTIFICATES OF INSURANCE



Certificate of Coverage

TMLIRP Contract Number:	2985
Member: Brazos Transit District Ms. Wendy Weedon Deputy CEO/General Mgr 2117 Nuches Lane Bryan, Texas 77803	Company Affording Coverage: Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404

Certificate Holder: City of College Station 1101 Texas Avenue South College Station, Texas 77840
--

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s).

Coverage is continuous until canceled.

General Liability Effective Date: 10/1/2024 Anniversary Date: 10/1/2025 Limits of Liability (Each Occurrence): \$1,000,000 Sudden Events Involving Pollution (Each Occurrence): \$1,000,000 Annual Aggregate: \$2,000,000 Deductible per Occurrence: \$0	Real & Personal Property Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____																								
Law Enforcement Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Mobile Equipment Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____																								
Errors and Omissions Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Wrongful Act): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Boiler & Machinery - Broad Form Effective Date: _____ Anniversary Date: _____ Per Accident Limit: _____ Deductible per Occurrence: _____																								
Auto Liability Effective Date: 10/1/2024 Anniversary Date: 10/1/2025 Limits of Liability (Each Occurrence): \$300,000 Deductible per Occurrence: \$2,500	<table border="1"><thead><tr><th></th><th>Yes</th><th>No</th></tr></thead><tbody><tr><td>Mortgagee</td><td></td><td></td></tr><tr><td>Loss Payee</td><td></td><td></td></tr><tr><td>Loan Number:</td><td></td><td></td></tr></tbody></table>		Yes	No	Mortgagee			Loss Payee			Loan Number:														
	Yes	No																							
Mortgagee																									
Loss Payee																									
Loan Number:																									
Auto Physical Damage Effective Date: 10/1/2024 Anniversary Date: 10/1/2025 Limits of Liability: ACV or Agreed Value as scheduled Collision Deductible: \$2,500 Comprehensive Deductible: \$2,500	<table border="1"><thead><tr><th>Year/Make/Model</th><th>VIN</th><th>Value</th></tr></thead><tbody><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></tbody></table>	Year/Make/Model	VIN	Value																					
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Loss Payee:	Yes	No																							
		X																							
Loan Number:																									

DESCRIPTION: Confirmation of coverage. General Liability/Automobile Liability coverages are primary and non-contributory.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Louis Canales

Louis R. Canales, Jr.

Date Issued:

5/16/2025



Certificate of Coverage

TMLIRP Contract Number:	2985
Member: Brazos Transit District Ms. Wendy Weedon General Manager 2117 Nuches Lane Bryan, Texas 77803	Company Affording Coverage: Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
Certificate Holder: City of College Station 1101 Texas Avenue South College Station, Texas 77840	
This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.	
Workers' Compensation Effective Date: <u>10/6/2024</u> Anniversary Date: <u>10/6/2025</u> Limits of Liability: <u>Statutory</u>	
DESCRIPTION: Confirmation of coverage.	

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Louis Canales

Louis R. Canales, Jr.

Date Issued:

5/16/2025



Certificate of Coverage

TMLIRP Contract Number: 2985	Company Affording Coverage: Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
Member: Brazos Transit District Ms. Wendy Weedon Deputy CEO/General Mgr 2117 Nuches Lane Bryan, Texas 77803	

Certificate Holder: City of College Station 1207 Texas Avenue South College Station, Texas 77840
--

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DESCRIPTION:
Confirmation of coverage. General Liability/Automobile Liability coverages are primary and non-contributory.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Louis Canales

Louis R. Canales, Jr.

Date Issued:

10/28/2025



Certificate of Coverage

TMLIRP Contract Number:	2985
Member: Brazos Transit District Ms. Wendy Weedon General Manager 2117 Nuches Lane Bryan, Texas 77803	Company Affording Coverage: Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
Certificate Holder: City of College Station 1101 Texas Avenue South College Station, Texas 77840	
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DESCRIPTION: Confirmation of coverage.	

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 0 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Louis Canales

A handwritten signature in black ink that reads "Louis R. Canales, Jr." inside a rectangular box.

Date Issued:

11/5/2025

December 11, 2025
Item No. 7.11.
Sale and Removal of Mixed Aggregate Millings

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the sale of approximately 50,000 tons of surplus mixed aggregate millings from city property to Larry Young Paving, Inc., who submitted the highest unit purchase price of \$6.50 per ton, for a total selling price of \$325,000.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approving the sale and removal of approximately 50,000 tons of mixed aggregate millings from city property by Larry Young Paving, Inc.

Summary: Bid No. 26-011 opened on November 4th, 2025, for the sale and removal of approximately 50,000 tons of mixed aggregate millings from city property. Two vendors submitted proposals. Larry Young Paving proposed the highest purchase price, with a unit purchase price of \$6.50 per ton for a total purchase price of \$325,000.

Full payment of the lump sum total based on the estimated quantity will be due upon notice of award. The awarded vendor will be responsible for submitting certified weight tickets for every truckload. Once all material has been removed, any difference between the estimated quantity and the actual quantity will be settled between the vendor and the City by means of additional payment to the City or returned funds to the vendor.

Budget & Financial Summary: Funds received from the sale will go towards the Roadway Maintenance Fund.

Attachments:

1. 26-011 Tabulation Final
2. Bid & Specifications



City of College Station - Purchasing Division
Bid Tabulation for #26-011
"Sale and Removal of Aggregate Stockpile"
Open Date: Tuesday, November 4, 2025 @ 2:00 p.m.

				Larry Young Paving, Inc.	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
CATEGORY					
1	50000	TON	Purchase and Removal of Aggregate Stockpile from City Property	\$6.50	\$325,000.00
CATEGORY - TOTAL				\$325,000.00	

NOTES:



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300155 PROJECT #: N/A BID/RFP/RFQ#: 26-011

Project Name / Contract Description: Sale and Removal of Mixed Aggregate Millings Stockpile

Name of Contractor: Larry Young Paving, Inc.

CONTRACT TOTAL VALUE: \$ 325,000.00 Grant Funded Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

On November 4, 2025 bids were solicited for the Sale and Removal of approximately 50,000 tons of Mixed Aggregate Millings Stockpile. Two (2) bids were received with one deemed non-responsive. Sale is as-is with all faults and no warranties implied or expressed. Bidder is responsible for all labor and equipment to remove aggregate stockpile from the site. Full payment of the lump sum total based on the estimated quantity will be due upon notice of award.

(If required)*

CRC Approval Date*: N/A Council Approval Date*: 12.11.2025 Agenda Item No*:

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

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

SIGNATURES RECOMMENDING APPROVAL

Emily Fisher 11/14/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A _____
MAYOR (if applicable) DATE

N/A _____
CITY SECRETARY (if applicable) DATE



CITY OF COLLEGE STATION

Home of Texas A&M University®

1101 Texas Avenue
College Station, TX 77840
www.cstx.gov

SPECIFICATIONS FOR THE SALE AND REMOVAL OF AGGREGATE STOCKPILE BID NO. 26-011

BID OPENING DATE: NOVEMBER 4, 2025 @ 2:00 P.M. CT

INTRODUCTION

The City of College Station is soliciting bids for the sale and removal of approximately 35,000 cubic yards/50,000 tons of mixed aggregate in accordance with the following definitions, terms and conditions of bidding. Should this bid contain the City's standard contract terms, conditions and insurance requirements, they will be attached as Exhibit A.

Electronic response packages, in the format prescribed herein, shall be uploaded to [Brazos Valley e-Marketplace](#) ("Bidding Portal") until 2:00 p.m. CT on Tuesday, November 4, 2025, after which time all bids will be publicly opened and read aloud at City Hall – Purchasing Division (1101 Texas Avenue, College Station TX, 77840). Individuals interested in observing the bid opening may attend in person or virtually via [Microsoft Teams Meeting](#). Bidders are solely responsible for ensuring bids are successfully uploaded to the Bidding Portal prior to the stated submission deadline. Bids not submitted by the time the Bidding Portal officially closes this ITB will not be accepted by any other means.

The City will provide bidders a chance to view the aggregate stockpile site on **Tuesday, October 21, 2025 at 2:00 p.m. CT by RSVP only**. All RSVPs must be sent to Keandria Jernigan, Buyer, at kjernigan@cstx.gov no later than **Monday, October 20, 2025 by 2:00 p.m. CT**. Bidders failing to RSVP will not be allowed on the premises.

In order to ensure a fair and objective evaluation, all questions and inquiries related to this Invitation to Bid shall be addressed in writing via the Q&A feature available through the **Bidding Portal**. The deadline for written questions is **2:00 p.m. CT on Tuesday, October 28, 2025**.

NOTE: Solicitation opportunities are posted on the [Brazos Valley e-Marketplace](#) ("Bidding Portal"). Some solicitations, but not all, are conducive to receipt of response packages via the Bidding Portal. Uploaded responses are encrypted and remain effectively locked until the due date and time. To download solicitation documents, upload proposals and to submit questions online, vendors must be registered with the **Bidding Portal**. To register, please visit the Brazos Valley e-Marketplace website and click on **Supplier Registration**. (Please note that the City of College Station is not responsible for high internet

BID PRICING

Bidder agrees to provide the services specified herein in accordance with the specifications, terms and conditions of this Invitation to Bid at the following firm fixed unit bid prices. Unit prices shall include all costs associated with performing the services specified herein. Please initial all corrections and do not round totals. If there are discrepancies between unit price and totals, the unit price will prevail.

The City of College Station reserves the right to award or reject bid(s) received. Award or rejection will be made by the City in its sole discretion as deemed most advantageous to the City.

Sealed bids shall be submitted in strict accordance with the procedures, terms and conditions contained in Bid No. 26-011.

Bidder hereby offers and agrees, if this bid is accepted, to purchase the property identified herein for the firm fixed price entered below. Sales tax will be added at the time of invoicing.

Estimated Quantities and Expenditures: Quantities listed in this solicitation, including any estimated annual expenditures, are based on the City's best available information and historical usage. These quantities and/or dollar amounts are provided solely for bidding purposes and are not to be construed as a commitment by the City to purchase or pay for any minimum or maximum amount of goods or services. The City reserves the right to increase or decrease quantities as needed to meet actual requirements, without any adjustment in unit price.

Item	Description	Estimated Quantity	UOM	Unit Purchase Price	Total Purchase Price
1	Purchase and Removal of Aggregate Stockpile from City Property	50,000	TON	\$ -6.50	\$ 325,000.00

FOB: College Station, TX

Signed By: 

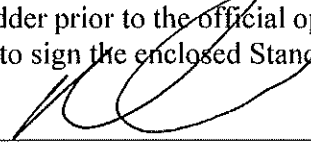
Title: COO

Typed Name: Mark Schinzler

Company Name: Larry Young Paving Inc.

CERTIFICATION OF BID CONTRACT 26-011

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By:  Title: COO

Typed Name: Mark Schinzler Company Name: Larry Young Paving, Inc.

Phone No.: (979)823-4888 Fax No.: (979)823-4884

Email: m.schinzler@larryyoungpaving.com

Bid Address: PO Box 11779 College Station TX 77842
P.O. Box or Street City State Zip

Order Address: 1852 Silver Hill Rd. Bryan TX 77807
P.O. Box or Street City State Zip

Remit Address: PO Box 11779 College Station TX 77842
P.O. Box or Street City State Zip

Company is a publicly traded business entity, including a wholly owned subsidiary of the business entity: Yes X No

Federal Tax ID No.: 20-3237385

DUNS No.: 608643057

Date: November 4, 2025

EXECUTION BY CITY IF BID RESPONSE IS SELECTED AS SUCCESSFUL BIDDER:**CITY OF COLLEGE STATION**

By: _____
City Manager Date

APPROVED:

City Attorney Date

Assistant City Manager / CFO Date



LARRYOU-01

TSOUTH1

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 Rollo Insurance Group, Inc 1500 Earl Rudder Freeway S College Station, TX 77840	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(979) 774-2800	FAX (A/C, No): (979) 774-2800
	E-MAIL ADDRESS:		
INSURED Larry Young Paving, Inc. Silver Hill Equipt Co, LLC P.O. Box 11779 College Station, TX 77842	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 ☒ PROJECT ☐ 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) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		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)

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. Waiver of Subrogation as required by written contract. Insurance is Primary and Non Contributory.

CERTIFICATE HOLDER

CANCELLATION

City of College Station Attention: Risk Management 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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

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 07/01/2025
Insured Larry Young Paving, Inc.

Policy No. ZAWCI9799901

Endorsement No.
Premium

Insurance Company ARCH INSURANCE COMPANY Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

THIS ENDORSEMENT 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
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.	ALL LOCATIONS PER WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.

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.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.	ALL LOCATIONS PER WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.
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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Larry Young Paving, Inc.

Endorsement Effective Date: 07/01/2025

SCHEDULE

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

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 90 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9324501

Named Insured: Larry Young Paving, Inc

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 07/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT -
DESIGNATED CONTRACT(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Designated

Contract(s): ALL PARTIES WHERE REQUIRED IN A WRITTEN CONTRACT

With respect to the contract(s) designated in the Schedule above, it is agreed that the following subparagraph **e.** is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **B. 5.** and **SECTION V – GARAGE CONDITIONS**, Paragraph **B. 5.**

5. Other Insurance

- e.** With respect to **SECTION II - LIABILITY COVERAGE**, where you are specifically required by a written contract designated in the Schedule above to provide insurance that is primary and non-contributory, and the written contract designated in the Schedule above so requiring is executed by you before any "accident", this insurance will be primary and the other insurance will not contribute with this insurance, but only to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9324501

Named Insured: Larry Young Paving, Inc

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 07/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9324501

Named Insured: Larry Young Paving, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 07/01/2025

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Larry Young Paving, Inc.
Bryan, TX United States

Certificate Number:
2025-1384427

Date Filed:
11/03/2025

Date Acknowledged:

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

City of College Station

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

26-011
Removal of Stockpile

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Larry Young Paving, Inc.	Bryan, TX United States	X	

5 Check only if there is NO Interested Party.

☐

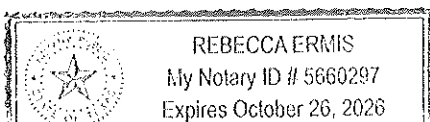
6 UNSWORN DECLARATION

My name is Herbert L. Young, Jr. and my date of birth is 11.3049

My address is 5000 Commonwealth Ct., College Station, TX, 77845, US
(city) (state) (zip code) (country)

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

Executed in Brazos County, State of Texas, on the 10 day of November, 2025
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

December 11, 2025
Item No. 7.12.
Houston Livestock Show and Rodeo Sponsorship

Sponsor: Jeremiah Cook, Assistant Director - Tourism

Reviewed By CBC: Tourism Committee

Agenda Caption: Presentation, discussion, and possible action on a sponsorship agreement with the Houston Livestock Show and Rodeo in the amount of \$180,000.

Relationship to Strategic Goals:

Diverse and Growing Economy

Recommendation(s): Staff recommends approval. The Tourism Committee heard this item at their November 21, 2025 meeting and unanimously recommended approval of proceeding with the sponsorship concept.

Summary: Visit College Station has an opportunity to take a major step forward in our regional marketing strategy through a promotional partnership with the Houston Livestock Show & Rodeo. The partnership—long envisioned as part of our marketing plan—comes at the perfect time following completion of our brand refresh, campaign launch, new sales materials and the addition of our PR team this fall. The rodeo aligns perfectly with our brand identity, Texas A&M University's involvement with the rodeo, and our goal of deepening awareness and visitation from the Houston market. It offers unparalleled exposure, hospitality, and storytelling opportunities to position College Station as a must-visit destination and economic partner.

Please find attached the Houston Livestock Show and Rodeo Partnership Overview, which outlines key details and benefits of the partnership.

Also attached is the draft agreement. Staff is continuing to work with the Houston Livestock Show and Rodeo to finalize the terms and will provide an updated version should any modifications be requested.

Budget & Financial Summary: The cost for the sponsorship is \$180,000 and would utilize Hotel Occupancy Tax funds. This request would necessitate a budget amendment from the City Council, as it is not currently included in the FY26 budget.

Attachments:

1. Sponsorship Agreement
2. Houston Livestock Show and Rodeo Partnership Overview
3. Houston Livestock Show and Rodeo Pitch Deck



HOUSTON LIVESTOCK SHOW AND RODEO™

NRG Center, 3 NRG Park, Houston, Texas 77054
rodeohouston.com

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (this “Agreement”) is by and between the Houston Livestock Show and Rodeo, Inc., a Texas non-profit corporation, having its principal office and place of business in Houston, Texas (“HLSR”) and City of College Station, a Texas home-rule municipal corporation (the “Sponsor”). HLSR and the Sponsor may hereinafter be referred to as a “Party” or, collectively, as the “Parties.”

1. **Sponsorship.** The Sponsor agrees to be a Promotional Partner at the 2026 Houston Livestock Show and Rodeo™ (the “Show”). As such, subject to the conditions, limitations, and terms contained in this Agreement, HLSR hereby grants the Sponsor the right to be one of the official sponsors of the 2026 Show. Additional rights and obligations of the Parties are set forth in Exhibit “A”. Terms and conditions governing the Sponsor’s commercial exhibit space, if applicable, are set forth in Exhibit “B”. Both Exhibit “A” and Exhibit “B” are attached hereto and incorporated in this Agreement. Notwithstanding anything else contained in this Agreement, the Sponsor shall not represent or otherwise hold itself out as the “sole sponsor,” “official voice,” “the official sponsor,” “official product,” or any other similar reference that would imply a singular or exclusive relationship with HLSR.

2. **Sponsorship fee.** In consideration of all rights granted to the Sponsor under this Agreement, the Sponsor shall pay HLSR the annual fees (the “Sponsorship Fee”) in the amounts and on the dates as provided in the following schedule. HLSR, in its sole discretion, may from time to time add additional RODEOHOUSTON® performances and special performances (collectively, “Special Performances”) to its usual twenty (20) regular RODEOHOUSTON performances (“Show Season”). In the event HLSR elects to add Special Performances to its Show Season, the Sponsorship Fee may be increased proportionately if applicable upon mutual written agreement between the Parties. In no event shall the Sponsor receive any HLSR Show Assets (including Tickets or Hospitality as set forth in Exhibit “A”) prior to payment of at least fifty percent (50%) of the total Sponsorship Fee each year. The Sponsorship Fee is net of all fees and commissions payable to third persons by the Sponsor, if any, which are the sole responsibility of and paid solely by the Sponsor.

Show Year	Total Sponsorship Fee	3% Escalator	Installment One Due (December 15)	Installment Two Due (January 15)
2026	\$180,000	\$0	\$90,000	\$90,000

Invoices will be sent to:

City of College Station
Attn: Accounting
Division
Address:
PO Box 9973
1101 Texas Avenue
College Station, Texas 77842
Email: vendorinvoicentry@cstx.gov

The Sponsor shall notify HLSR of any change to this contact information. Additionally, the Sponsor shall provide

DRAFT – FOR REVIEW PURPOSES ONLY

purchase order(s), online vendor payment portal instructions/procedures and any additional required invoice information to HLSR.

3. Term. This Agreement is effective once it has been executed by the Parties and shall terminate on April 30, 2026 (the “Term”). All rights granted the Sponsor in this Agreement shall terminate at the end of the Term.
4. Use of HLSR Marks. The Sponsor shall have the limited right to use the HLSR trademarks as set forth in the Sponsorship (the “HLSR Marks”) solely during the term of this Agreement. Prior to using any of the HLSR Marks, the Sponsor shall provide HLSR with accurate final drafts of any and all information or materials that are to contain the HLSR Marks, and a complete description of all intended formats and methods of display or distribution. All use of HLSR Marks is strictly subject to HLSR’s prior written approval and must be in complete conformance with such approved drafts and descriptions. HLSR may withhold approval at its sole discretion. The Sponsor’s right to use the HLSR Marks pursuant to the terms of this Agreement is a non-exclusive, terminable and non-transferable, and non-sublicensable license and shall be subject to the terms and conditions of this Agreement. The Sponsor shall not in any circumstance permit a third party to use the HLSR name, or any HLSR Marks for any reason whatsoever. The Sponsor acknowledges HLSR’s exclusive ownership of the HLSR Marks and the HLSR name and agrees to do nothing inconsistent with such ownership, including, without limitation, using the HLSR Marks in any manner not authorized hereunder or attempting to register, assert a claim of ownership, or otherwise appropriate unto itself any of the HLSR Marks. Upon termination of the Agreement, all rights to use the HLSR Marks shall cease, and Sponsor agrees not to use any of the HLSR Marks or any mark confusingly similar thereto.
5. Use of the Sponsor Marks. HLSR shall have the limited right to use the Sponsor trademarks (the “Sponsor Marks”) solely during the term of this Agreement. Prior to using any of the Sponsor Marks, HLSR must obtain the Sponsor’s prior written approval, which approval may be withheld at the sole discretion of the Sponsor. HLSR’s right to use the Sponsor Marks pursuant to the terms of this Agreement is a non-exclusive, terminable and non-transferable, and non-sublicensable license and shall be subject to the terms and conditions of this Agreement. HLSR shall not in any circumstance permit a third party to use the Sponsor name or any Sponsor Marks for any reason whatsoever. HLSR acknowledges the Sponsor’s exclusive ownership of the Sponsor Marks and agrees to do nothing inconsistent with such ownership, including, without limitation, using the Sponsor Marks in any manner not authorized hereunder or attempting to register, assert a claim of ownership, or otherwise appropriate unto itself any of the Sponsor Marks. Upon termination of this Agreement, all rights to use the Sponsor Marks shall cease, and HLSR agrees not to use any of the Sponsor Marks or any mark confusingly similar thereto.
6. Other HLSR Sponsorship Obligations. The Sponsor recognizes and understands that HLSR has contractual obligations requiring exclusivity with respect to certain sponsors, including, but not limited to the Coca-Cola Company in the non-alcoholic beverage category; Ford in the truck/SUV/CUV category; Mattress Firm in the mattress/massage chair category; MillerCoors in the beer/malt beverage category; and NRG in the electricity/natural gas category. The Sponsor shall not take any action that might in any way conflict with or challenge such commitments and/or HLSR’s relationships with such other sponsors.
7. No Endorsement. This Agreement does not constitute HLSR’s (or any of its members, officers, directors, or affiliates) endorsement of the Sponsor or the Sponsor’s products and/or services, and HLSR is under no obligation to receive or use any of the Sponsor’s products and/or services. Each Party shall own all right, title and interest in and to their respective trademarks, service marks and trade names (collectively, the “Marks”), and shall have no right, title, interest or claim of ownership to any Marks used by the other, except for the limited rights granted pursuant to the terms of this Agreement. All goodwill arising from any use of the Marks shall be solely for, and inure to the benefit of, the Party owning the Marks.
8. No assignment. Neither the rights nor the obligations of the Parties pursuant to this Agreement are assignable or transferable without the prior written consent of the other Party, which may be withheld at that Party’s sole discretion.
9. No partnership. The Parties acknowledge and agree that nothing in this Agreement shall be construed so as to make HLSR or the Sponsor an agent, partner or joint venturer of the other or interpreted as creating an agency,

partnership or joint venture relationship between the Parties. The Parties do not have the right or authority, and shall not represent or hold out authority, to assign or create any obligation of any kind, express or implied, on behalf of each other.

10. **Insurance.** The Sponsor will carry no less than the minimum insurance required on Exhibit “B” with insurance carriers acceptable to HLSR and with the coverages, endorsements and minimum limits of liability required by HLSR, against all claims for damages caused by bodily injury, including death, to employees and third parties and claims for property damages. The Sponsor shall maintain such insurance in full force and effect throughout the duration of this Agreement. The Sponsor will also require all contractors and third parties performing work or providing services in connection with this Agreement to carry insurance which meets the terms, requirements and minimum limits of liability required by HLSR. The Sponsor will furnish HLSR with certificates of insurance as set forth on the sample attached as Exhibit “C”, no later than January 15 each year of the Agreement. The Sponsor shall additionally carry such other insurance as it deems necessary. HLSR will carry no less than the minimum insurance required on Exhibit “E”. HLSR shall procure and maintain, at its sole cost and expense for the duration of this Agreement, sufficient insurance coverage, as herein described, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by HLSR, its officers, agents, volunteers, and employees. HLSR’s insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. During the term of this Agreement, HLSR’s insurance policies shall meet the minimum requirements of this section.

11. **Notice and Indemnification:**

UNDER CHAPTER 87, TEXAS CIVIL PRACTICE AND REMEDIES CODE, A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LICENSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES. UNDER CHAPTER 87, TEXAS CIVIL PRACTICE AND REMEDIES CODE, A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES.

11. **Unavailable Element.** Due to the nature of this Agreement, the rights granted may become unavailable or become impossible to provide during the term of the Agreement (each an “Unavailable Element”), including, without limitation, due to COVID-19. In the event of an Unavailable Element(s), the parties shall negotiate in good faith for a period of at least thirty (30) days to find a different “make-good” benefit or right that has substantially the same value as the Unavailable Element(s) or, if they are unable to do so, make other equitable adjustments to the Agreement.

12. **Consequential Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, OTHER ECONOMIC LOSS OR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS PARAGRAH SHALL LIMIT EITHER PARTY’S INDEMNITY OBLIGATIONS AS SET FORTH IN SECTION 11, ABOVE.

13. **Force Majeure.** Neither Party shall be liable for any delay or failure to perform its operations, activities, shows, events and/or obligations owed pursuant to this Agreement to the extent such delay or failure results from a force majeure event. A “Force Majeure Event” is defined as any occurrence which makes performance by a Party, in its sole discretion, illegal, impossible or commercially impracticable and includes, but is not limited to, any (i) material breakage or accident to equipment, machinery or facilities; (ii) any strike, lock-out or other labor difficulties (but not including a lock-out of employees by such Party); (iii) statute, ordinance, regulation, order, directive or rule issued by a governmental authority, including, but not limited to, those concerning public health and safety, animal disease

prevention, detection and response and/or protection of the environment; (iv) final, non-appealable judicial decree or order; (v) pandemic, epidemic or quarantine as determined by the World Health Organization, the Centers for Disease Control and Prevention or state or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1 and/or other infectious diseases); (vi) animal disease and/or quarantine; (vii) war, riot or insurrection; (viii) civil disobedience, public demonstration or sabotage; (ix) act of God , fire, flood, earthquake, hurricane, national disaster or explosion; (x) material inability to obtain necessary labor, materials, supplies, utilities or transportation; (xi) nationwide depression materially impacting the Party’s ability to perform; (xii) embargo or energy shortage that disproportionately affects the invoking Party; or (xiii) any other cause beyond the Party’s reasonable control.

14. Notices. Any notice, demand or communication required to be given pursuant to this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission or facsimile as set forth below.

If to HLSR: Houston Livestock Show and Rodeo, Inc.
3 NRG Park
Houston, Texas 77054
Attn: Chief Revenue Officer
Email: burda@hlsr.com

If to the Sponsor: City of College
Station

Attn: Michael
Ostrowski
Address: PO BOX 9960
1101 Texas Ave.
College Station, TX 77842 Email: mostrowski@cstx.gov

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission or fax. A Party may, for purposes of this Agreement, change its address, fax number, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section 16.

15. Entire Agreement and Choice of Law. This Agreement contains the entire agreement between the Parties hereto and supersedes and cancels all previous agreements, negotiations, commitments and writings in respect to the subject matter hereof. This Agreement, and all the terms thereof, shall inure to the benefit of and be binding upon the Parties hereto, and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. No amendment or modification to this Agreement shall be effective unless the same is in writing and signed by both HLSR and the Sponsor. This Agreement may be executed in counterparts, each of which will be deemed an original, but all such counterparts together will constitute one instrument. Any signed counterpart delivered by email will be deemed for all purposes to constitute such Party’s good and valid execution and delivery of this Agreement. The Parties may execute this Agreement by way of digital signature and agree that this Agreement, including any digital signature, may be delivered, communicated, received and stored by electronic means and that an electronic record of same will be deemed to have the same legal effect as an ink-signed executed copy of this Agreement for all purposes. If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected, but shall continue to be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed by the laws of the State of Texas and venue for all disputes arising from this Agreement shall be in Brazos County, Texas.

APPROVED AND ACCEPTED:

DRAFT – FOR REVIEW PURPOSES ONLY

Houston Livestock Show and Rodeo, Inc.

By: _____

Chris Boleman, President and CEO

Date: _____

Reviewed by:

Amber Burda, Chief Revenue Officer: _____

Harry Perrin, General Counsel: _____

City of College Station

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT “A”

MARKETING AND PROMOTIONAL RIGHTS

1. Use of the Houston Livestock Show and Rodeo™ and RODEOHOUSTON® Official Marks. Use of the HLSR Marks is valid from the issuance date through the Termination Date. Any promotion, contest, advertising, signage or merchandising using any HLSR Marks must strictly follow the HLSR guidelines and stylebook and must receive prior written approval from the HLSR Marketing and Public Relations Division in accordance with the Agreement.
2. Rights for promotion of the sponsorship and the Sponsor’s status as a non-exclusive “Official Show Sponsor.” Any promotion, contest, advertising, signage or product production involving this sponsorship [with or without any HLSR Marks] must receive prior approval from the HLSR Marketing and Public Relations Division.
3. The Sponsor Marks will be included on the Sponsor pages of the HLSR website.
4. HLSR will link from its website to the Sponsor website.
5. The Sponsor Marks will be included in Visitors Guide. This guide is printed and distributed to HLSR spectators as well as displayed in retail outlets located throughout the city.
6. The Sponsor Marks will be included in online version of the Visitors Guide.
7. The Sponsor Marks will be included on HLSR mobile app.
8. The Sponsor will receive one full-page, color ad in the Souvenir Program, or in a similar publication. The ad must be received by HLSR no later than the date listed in the annual marketing deadline sheet to receive this benefit.
9. An opportunity for two value-added marketing emails to the HLSR membership and volunteers. Emails will be scheduled by HLSR with one occurring during Show time and another opportunity in the offseason. HLSR recognizes “Show time” as the two months prior to its annual event and the month of the event (i.e. January – March). To be considered for the marketing email, the Sponsor MUST offer a discount or a coupon for HLSR members and volunteers. The Sponsor cannot include give-a-ways or other promotions of RODEOHOUSTON tickets in the offer. This benefit has specific deadlines and requires sponsors to have a signed agreement and provide required content (ex. coupon artwork, link, etc.) to be included in the email.
10. The Sponsor may request a social media presence on HLSR platforms for an additional cost. The social media platform and the time of the posting is at HLSR’s discretion based on content and HLSR’s marketing schedule.
11. An invitation to attend the annual Sponsor Summit scheduled annually in the fall.
12. An invitation to attend scheduled meetings with other Official Show Sponsors to encourage B2B relationships and discuss additional opportunities related to HLSR.
13. HLSR will waive the entry fee for a float should the Sponsor decide to participate in the Downtown Rodeo Parade.
14. An opportunity to participate in the annual Rodeo Roundup held in downtown Houston the Tuesday prior to the World’s Championship Bar-B-Que Contest (“WCBBQC”). This lunchtime event kicks off HLSR activities and serves as a platform to increase awareness of HLSR in the downtown community. The Sponsor must complete the Rodeo Roundup Activation form and return to the Western Heritage Committee no later than January 15th or space will not be reserved. Space is limited at this downtown committee event and spots will be reserved on a first-come, first-served basis.

COMMERCIAL EXHIBIT

1. The Sponsor will receive 300 total square feet of commercial exhibit space during the Show to be placed at a mutually agreed upon location. Sponsor may purchase additional space, if available. The Sponsor will be required to follow the exhibitor guidelines as outlined in the Commercial Exhibitor Handbook. The Sponsor may be subject to a financial penalty, if Sponsor violates any material provision of the Commercial Exhibitor Handbook. Sponsor is required to provide renderings, display examples, photographs of the installation to be installed at the HLSR event by February 1, 2026, for approval from the sponsorship and business development department.

NRG STADIUM EXPOSURE

1. One ten (10) second individual Sponsor logo or animated depiction of sponsorship (if provided) will be shown for a minimum of ten (10) seconds on NRG Stadium north and south end zone video input boards a minimum of four (4) times during each of the regular RODEOHOUSTON performances to acknowledge the sponsorship. This spot is to recognize the sponsorship with HLSR and must reflect the Sponsorship in the message. The spot cannot be a commercial or perceived to be advertising for the Sponsor. If the Sponsor chooses to have HLSR create this spot, HLSR will incorporate the Sponsor Marks on that year's standard Show look.
2. The Sponsor Marks will be shown on lower LED ribbon, with other Official Show Sponsors, to acknowledge the sponsorship. Logo will be displayed in groups with other Official Show Sponsors during each of the regular RODEOHOUSTON performances for a total average time of two (2) minutes.

HOSPITALITY

1. Four (4) gold VIP badges for a Sponsor representative and one guest, for admittance to the NRG Park grounds and the main concourse of NRG Stadium during the regular RODEOHOUSTON performances and the WCBBQC, unless otherwise stated by HLSR. VIP badges are non-transferrable and may not be used for promotional purposes.
2. Four (4) complimentary RODEOHOUSTON season tickets for the regular RODEOHOUSTON performances. Based upon availability each year, this includes four (4) season Field Level seats.
3. Use of an NRG Stadium hospitality suite for one (1) performance, accommodating twenty (20) guests with a barbecue dinner and beverages. The Sponsor acknowledges that performance choice will be limited to availability at time of selection.
4. Four (4) parking passes for access into the Sponsor parking lot at NRG Park during regular RODEOHOUSTON performances.
5. Four (4) parking passes for the WCBBQC event.

EXHIBIT “B”
COMMERCIAL EXHIBIT LICENSE AGREEMENT

This Commercial Exhibit License Agreement (the “Agreement”) is by and between Houston Livestock Show and Rodeo, Inc. (“HLSR”) and City of College Station, a Texas home-rule municipal corporation (“Licensee”). HLSR and Licensee may hereinafter be referred to, individually, as a “Party” or, collectively, as the “Parties”.

1. **Licensed Space:** Unless HLSR, in its sole discretion, elects to cancel or limit the Houston Livestock Show and Rodeo™ (the “Show”) and terminate this Agreement on or before January 1 in 2026 or the Show is otherwise cancelled as provided for pursuant to paragraph 11 below, HLSR grants to Licensee the commercial exhibit space (the “2026 Commercial Exhibit Space”) for use at the 2026 Show. The square footage, location, and days of use of the 2026 Commercial Exhibit Space will be mutually agreed upon by HLSR and Licensee no later than December 31st each year of the Term. Licensee agrees to comply with the terms of this License Agreement, the yearly Commercial Exhibitor Handbook (the “Handbook”) and all other HLSR rules, regulations and policies, which are incorporated herein. Licensee is responsible for accessing the Handbook and all updates; the Handbook is available on the HLSR web site at <http://hlsr.com/Get-Involved/Food-Retail-Vendors>.
2. **Insurance:** Licensee will carry no less than the minimum insurance required on Exhibit “C” with insurance carriers acceptable to HLSR and with the coverages, endorsements and minimum limits of liability required by HLSR, against all claims for damages caused by bodily injury, including death, to employees and third parties and claims for property damages. Licensee shall maintain such insurance in full force and effect throughout the duration of this Agreement. Licensee will also require all contractors and third-parties performing work or providing services in connection with this Agreement to carry insurance which meets the terms, requirements and minimum limits of liability required by HLSR. Licensee will furnish HLSR with certificates of insurance as set forth on the sample attached as Exhibit “D”, no later than January 15th each year of the Term. Licensee shall additionally carry such other insurance as it deems necessary.
3. **Use of the Licensed Space:** Licensee shall provide HLSR a list of all products to be sold, displayed, sampled and/or promoted within the 2026 Commercial Exhibit Space no later than January 15th each year of the Term (“Approved Product List”). Licensee shall submit a written request to HLSR for any proposed change or addition in merchandise or exhibit material to be placed in the 2026 Commercial Exhibit Space from that listed on Approved Product List or any change in Licensee’s expressed intention with respect to selling or taking orders for merchandise. HLSR reserves the unqualified right to approve or disapprove any such change or addition, which consent may be withheld at the sole discretion of the HLSR.
4. **Taxes:** All taxes, including but not limited to federal, state, county and municipal sales taxes, income taxes, FICA and any other withholding taxes arising out of or in connection with Licensee’s use of the 2026 Commercial Exhibit Space are the sole responsibility of Licensee. Licensee understands that HLSR, at its sole discretion, may require substantiation of sales tax paid on sales at the Show, and Licensee agrees to provide such substantiation upon request from HLSR. Licensee is tax-exempt by law.
5. **Compliance with Laws:** Licensee, its agents, employees, invitees, and/or assigns agrees to comply with all laws, regulations, ordinances and rules, including but not limited to, the Fire Marshal, the Health Department of the City of Houston or any other governmental entity having jurisdiction over the premises.

6. **Release:** To the extent allowed under the Texas Constitution and Texas law, the Licensee hereby waives, releases and holds HLSR and its respective officers, directors, agents and employees (the “Released Parties”) harmless from any and all losses, liabilities, claims, damages, and expenses arising from the Licensee’s use of the Licensed Space.
7. **Damages:** In the event of any litigation between HLSR and Licensee, the prevailing party shall be entitled to recover from the other party all litigation costs and expenses incurred by the prevailing party including reasonable attorneys’ fees. IN NO EVENT SHALL HLSR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8. **Texas Law:** This Commercial License Exhibit Agreement is made, entered into, and performable in Harris County, Texas and shall in all respects be interpreted, enforced, and governed under the laws of the State of Texas, without regard to its rules of conflict of laws that would require the application of the laws of a state other than Texas. Licensee hereby unconditionally submits to personal jurisdiction of the State of Texas. Licensee agrees that the proper venue for all disputes and claims arising out of or related to this Agreement shall be in Harris County, Texas, and waives all claims that venue is proper in any location other than Harris County, Texas. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this Agreement.
9. **Force Majeure:** Neither Party shall be liable for any delay or failure to perform its operations, activities, shows, events and/or obligations owed pursuant to this Agreement to the extent such delay or failure results from a force

majeure event. A “Force Majeure Event” is defined as any occurrence which makes performance by a Party, in its sole discretion, illegal, impossible or commercially impracticable and includes, but is not limited to, any (i) material breakage or accident to equipment, machinery or facilities; (ii) any strike, lock-out or other labor difficulties (but not including a lock-out of employees by such Party); (iii) statute, ordinance, regulation, order, directive or rule issued by a governmental authority, including, but not limited to, those concerning public health and safety, animal disease prevention, detection and response and/or protection of the environment; (iv) final, non-appealable judicial decree or order; (v) pandemic, epidemic or quarantine as determined by the World Health Organization, the Centers for Disease Control and Prevention or state or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1 and/or other infectious diseases); (vi) animal disease and/or quarantine; (vii) war, riot or insurrection; (viii) civil disobedience, public demonstration or sabotage; (ix) act of God, fire, flood, earthquake, hurricane, national disaster or explosion; (x) nationwide depression materially impacting the Party’s ability to perform; (xi) embargo or energy shortage that disproportionately affects the invoking Party; or (xii) any other cause beyond the Party’s reasonable control.

10. **Termination**: Licensee acknowledges that this Commercial License Exhibit Agreement is contingent upon the Sponsorship Agreement being in full force and effect. In the event that the Sponsorship Agreement is terminated for any reason prior to the conclusion of the Show in any year, HLSR may, at its option, immediately terminate this Agreement by delivering written notice to Licensee.

**EXHIBIT “C”
MINIMUM INSURANCE REQUIREMENTS**

Commercial General Liability

Each Occurrence	\$1 million
Products/Completed Operations Aggregate	\$1 million
General Aggregate/all other Claims	\$2 million

Policy shall be endorsed:

- Additional insured endorsement with respect to Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund, and Corral Club, Inc. (hereafter, collectively, “HLSR”) equivalent to CG2037 & CG2010
- Waiver of subrogation in favor of HLSR
- Endorsed to provide policy is primary and non-contributory to policies carried by HLSR

Coverage shall include:

- Personal injury and advertising injury
- Broad form property damage coverage
- Products Completed Operations
- Medical Payments
- Fire Legal Liability

These limits may be provided by a combination of the CGL policy and umbrella/excess insurance.

Automobile Liability

Combined Single Limit	\$1 million
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Policy shall be endorsed:

- Additional insured endorsement with respect to Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund, and Corral Club, Inc. (hereafter, collectively, “HLSR”)
- Waiver of subrogation in favor of HLSR
- Endorsed to provide policy is primary and non-contributory to policies carried by HLSR

Coverage shall include:

- Bodily injury, death and property
- All owned, non-owned and hired vehicles

Workers Compensation/Employers Liability

Workers Compensation	Statutory
Employers Liability (each accident)	\$1 million
Disease – policy limit	\$1 million
Disease – each employee	\$1 million

- Employers Liability policy - Waiver of subrogation in favor of Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund, and Corral Club, Inc. (hereafter, collectively, “HLSR”)
- Workers Compensation policy - Alternate Employer endorsement in favor of HLSR

These limits may be provided by a combination of the EL policy and umbrella/excess insurance.

Umbrella/Excess

Each Occurrence	\$5 million
General Aggregate/all other claims	\$5 million

Policy shall provide coverage in excess of underlying policies listed above.

Policy shall be endorsed:

- Additional insured endorsement with respect to Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund, and Corral Club, Inc. (hereafter, collectively, “HLSR”)
- Waiver of subrogation in favor of HLSR
- Endorsed to provide policy is primary and non-contributory to policies carried by HLSR

Policies shall be issued by insurers that are reasonably acceptable to HLSR with a minimum financial strength of A-VI by the A.M. Best Key Rating Guide. Each required policy shall provide that such policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless HLSR shall have received written notice of such event not less than thirty (30) days prior to the effective date thereof, provided that the notice period in the event of non-payment of premium shall be ten (10) days.

EXHIBIT “D”
SAMPLE CERTIFICATE OF LIABILITY INSURANCE

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 4/28/2017			
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: John L. Wortham & Son, L.P. PO Box 1388 Houston, TX 77251-1388 www.worthaminsurance.com			CONTACT NAME: John L. Wortham & Son, L.P. PHONE (A/C, No. Ext): 713-526-3366 FAX (A/C, No.): 713-521-1951 E-MAIL ADDRESS: ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIC #: INSURER A: MINIMUM RATING BY A.M. BEST: A-VI INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:				
INSURED: XYZ Company Address: City ST Zip							
COVERAGES CERTIFICATE NUMBER: 35334220 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	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFFECT DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			XXXXXXXXXXXXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per 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
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			XXXXXXXXXXXXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEF. ☐ RETENTION \$			XXXXXXXXXXXXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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/A		XXXXXXXXXXXXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Waiver of Subrogation in favor of Certificate Holder on Worker's Compensation, General Liability, Automobile and Umbrella Policies. Additional Insured (equivalent to CG2037 & CG2010) in favor of Certificate Holder on General Liability and Automobile Policies. Worker's Compensation to include Alternate Employer endorsement in favor of Certificate Holder. 30 Day NOC/10 for Non-Pay will be provided to Certificate Holder. All Insurance is Primary & Non-Contributory.							
CERTIFICATE HOLDER				CANCELLATION			
Houston Livestock Show and Rodeo, Inc. Houston Livestock Show and Rodeo Educational Fund, and Corral Club, Inc. P.O. Box 20070 Houston TX 77225				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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**EXHIBIT “E”
HSLR INSURANCE REQUIREMENTS**

HLSR shall procure and maintain, at its sole cost and expense for the duration of this Agreement, sufficient insurance coverage, as herein described, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by HLSR, its officers, agents, volunteers, and employees.

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

Types. HLSR shall acquire and maintain for Agreement duration the following types of insurance:

- i. Commercial General Liability;
- ii. Business Automobile Liability; and
- iii. Workers' Compensation/Employer’s Liability.

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

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

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

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

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

- i. Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- ii. Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- iii. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for death, bodily injury, and property damage.

- iv. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- v. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos operated by HLSR on (i) City property, (ii) the job or work site associated with or related to the business purpose or Scope of Services/Work described by this Agreement, (iii) any other property or road in performance of this contract.

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

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



Houston Livestock Show & Rodeo Promotional Partnership Proposal

Investment: \$180,000

Why Partner with the Houston Livestock Show & Rodeo?

The Houston Livestock Show & Rodeo (HLS&R) is one of the most recognized and celebrated events in Texas, an institution that embodies the same Texas values, culture, and hospitality that define College Station. Aligning with HLS&R provides Visit College Station with an unprecedented platform to showcase the Heart of Aggieland to a massive, engaged audience that already loves Texas traditions, entertainment and community.

This partnership offers more than visibility; it delivers credibility and connection. The brand synergy between HLS&R and College Station is undeniable, rooted in agriculture, education, and the spirit of Texas A&M University. Through this collaboration, we can amplify awareness of College Station as a destination for leisure travel, sports, meetings and economic investment, while cultivating relationships that drive long-term impact.

Who Is the Target Audience?

The Houston Livestock Show & Rodeo attracts over 2.7 million attendees annually, drawing visitors from across Texas and beyond. 75% of their visitors are Houstonians which is our primary drive market for leisure travel, sales and workforce recruitment.

The audience includes:

- Regional leisure travelers seeking authentic Texas experiences, family trips and weekend getaways.
- Corporate and association decision-makers who align with HLS&R's sponsorship and hospitality ecosystem, many of whom are prime prospects for meeting and event business.
- Texas A&M former students, fans, and future students whose pride and loyalty make them ideal ambassadors for College Station.
- Economic development prospects—investors, developers, and business leaders—who attend the rodeo's business and networking events, aligning with our broader economic development goals.
- Media and influencers who cover Texas culture, travel and lifestyle, providing opportunities for earned coverage, PR visibility and relationship development.

What Is the ROI?

The partnership offers multiple measurable and intangible returns:

1. Brand Exposure

- A 30x10 brand activation space at NRG Center provides direct engagement with tens of thousands of visitors daily.
- Integrated advertising and logo placement to attendees and volunteers.
- On-site and collateral advertising and promotion, along with logo usage rights, ensures consistent visibility throughout the rodeo's run.

2. Market Penetration

- Houston is a top feeder market for College Station. A high-profile presence within the city's largest annual event allows us to reach audiences most likely to visit, book and invest.

3. Sales & Relationship Building

- Hospitality opportunities (tickets, suite experiences, etc.) can be leveraged for meeting planner cultivation, media FAMs and economic development prospect hosting.
- The event provides a dynamic backdrop for relationship building and storytelling with key partners, influencers and potential investors.

4. Economic Impact

- Increased visitation, overnight stays and spending resulting from exposure and activation in a market with strong drive potential.
- Long-term partnership value through repeat visitation, event recruitment and media coverage.

How Will We Leverage the Partnership?

Brand Activation Space: "A Taste of College Station"

- Transform the 30x10 booth into an immersive College Station experience, with:
 - large-scale mural highlighting road tripping from Houston to College Station with iconic places, people and institutions incorporated into the design.
 - Digital displays showcasing top attractions, dining and hotels (budget dependent).
 - The Visit College Station Wagon is prominently on display.
- Interactive giveaway: "Stay & Play in College Station" weekly prize drawing. Visitors post a photo from the booth using #VisitCSTX to enter to win a weekend stay, attraction passe, dinner, etc.
- Lead capture: QR codes linking directly to VisitCollegeStation.com and hotel specials or event weekends.
- Aggie energy: staff in maroon, hospitality-style setup with warm engagement—make it feel like they've already arrived in College Station.

Dixie Chicken Pop-Up Experience

- Create a Dixie Chicken takeover at a popular Houston bar or restaurant during the rodeo run—complete with branded décor, live Texas music, giveaways and Aggie-style hospitality. (PR team suggested Red River Ice House)
- Promoted as *"College Station Comes to Houston"*, it reinforces brand presence citywide.
- Cross-promotion between Visit College Station, Dixie Chicken and the venue.
- Ideal event for media, influencers and sales clients—combining storytelling, PR, and fun.

Public Relations & Media

- Announce the partnership through a joint press release with the Houston Livestock Show & Rodeo highlighting shared values and goals.
- Coordinate media coverage and influencer experiences showcasing College Station's activation and hospitality suite.

- Use the partnership to pitch stories around Aggie heritage, Texas culture and destination appeal.

Marketing & Social Media

- Capture and promote content from the activation space—highlighting engagement, giveaways and brand storytelling.
- Feature the partnership across Visit College Station digital platforms.
- Integrate HLS&R imagery and logo usage into ongoing advertising to reinforce credibility and reach.

Sales & Economic Development

- Host targeted sales and media FAM events in Houston tied to the rodeo experience.
- Use suite and ticket packages for client entertainment and business development, especially with corporate prospects and site selectors.
- Align messaging to showcase College Station's growth, investment potential and vibrant visitor economy.

Why now?

This partnership has been part of our long-term marketing vision since summer 2025, but the timing wasn't right until now. Over the past year, we've laid the groundwork needed to ensure a collaboration of this scale delivers maximum impact. Our brand refresh is complete, our new campaign creative and messaging are live, our sales materials are polished, and—critically—our PR team is now on board as of October to amplify and sustain the storytelling.

In short, we're finally equipped to do this *right*. Partnering with the Houston Livestock Show & Rodeo allows us to build on the brand momentum we've worked hard this past year to establish. Delaying another year risks losing that energy, missing valuable exposure in one of our top markets and pushing back a high-profile activation that perfectly aligns with our strategic goals and marketing calendar. Now is the moment to take center stage and make College Station's presence in Houston impossible to miss.

partnership **PROPOSAL**



OUR MISSION

The Houston Livestock Show and Rodeo™ promotes agriculture by hosting an annual, family-friendly experience that educates and entertains the public, supports Texas youth, showcases Western heritage and provides year-round educational support within the community.

93 YEARS OF LEGACY
\$630 MILLION

TO TEXAS YOUTH AND
EDUCATION

Since the Houston Livestock Show and Rodeo began in 1932, more than \$630 million has been committed to the youth of Texas and education through scholarships, junior show exhibitors, educational program grants and graduate assistantships.



EDUCATION



**WESTERN
HERITAGE**



ENTERTAINMENT



AGRICULTURE

EDUCATIONAL COMMITMENT

Houston Livestock Show and Rodeo officials proudly announce their 2025 educational commitment of \$28,058,754, reaching new heights in support of Texas youth and education programs. This commitment will bring the Rodeo’s total commitment to Texas education to more than \$630 million since 1932.

SCHOLARSHIPS	\$14,718,000
JUNIOR SHOW EXHIBITORS	\$9,764,100
EDUCATIONAL PROGRAM GRANTS	\$3,095,554
GRADUATE ASSISTANTSHIPS	\$481,100

\$28,058,754
TOTAL

\$630M TO TEXAS YOUTH
AND EDUCATION
SINCE 1932



35,000 VOLUNTEERS

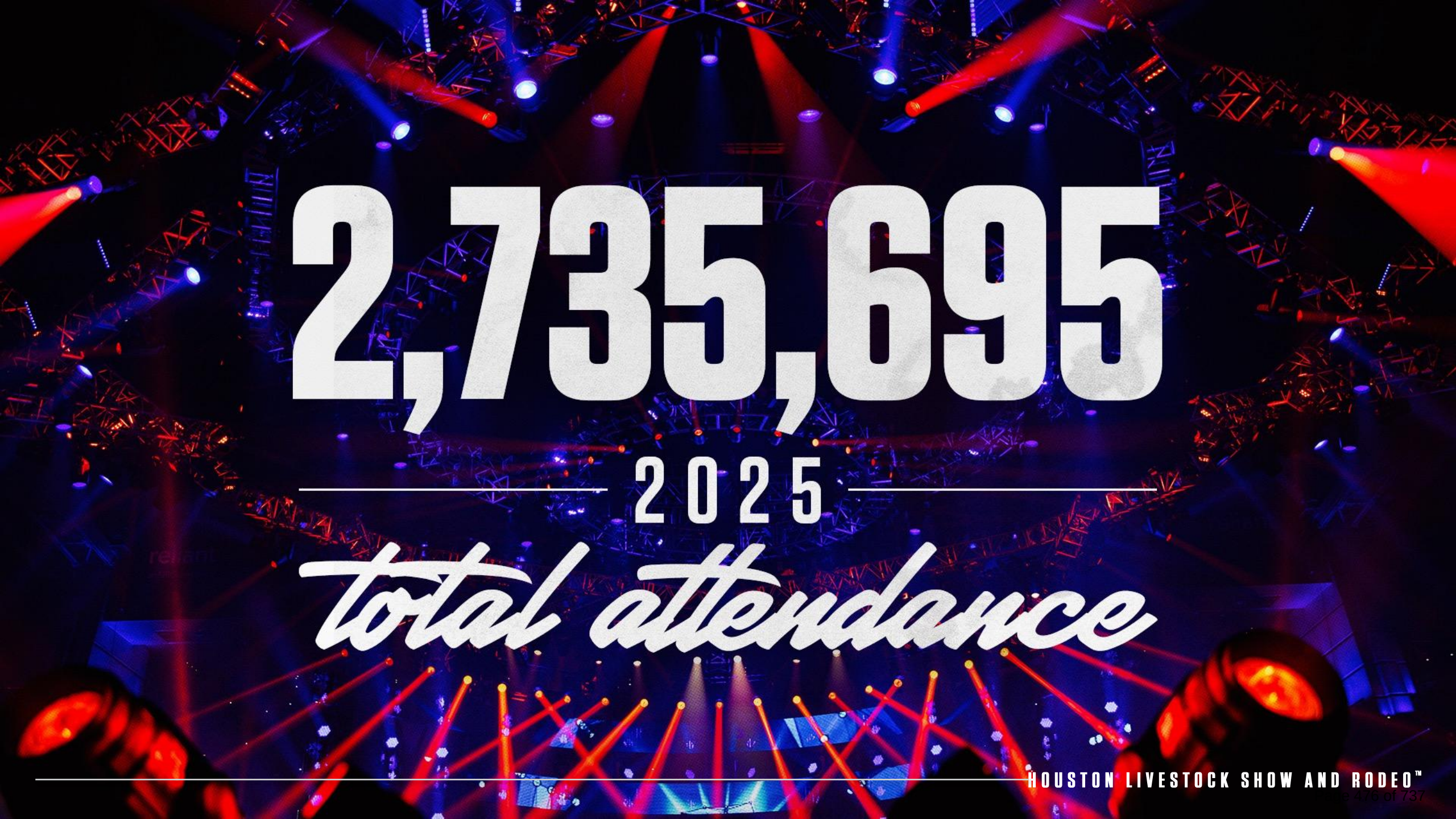
The Houston Livestock Show and Rodeo™ would not be the well-run success that it is today without the vision, dedication and hard work of its volunteers. What began as a small group of people with a dream has developed into an event supported by the efforts of more than 35,000 volunteers.





NRG STADIUM ECONOMIC IMPACT

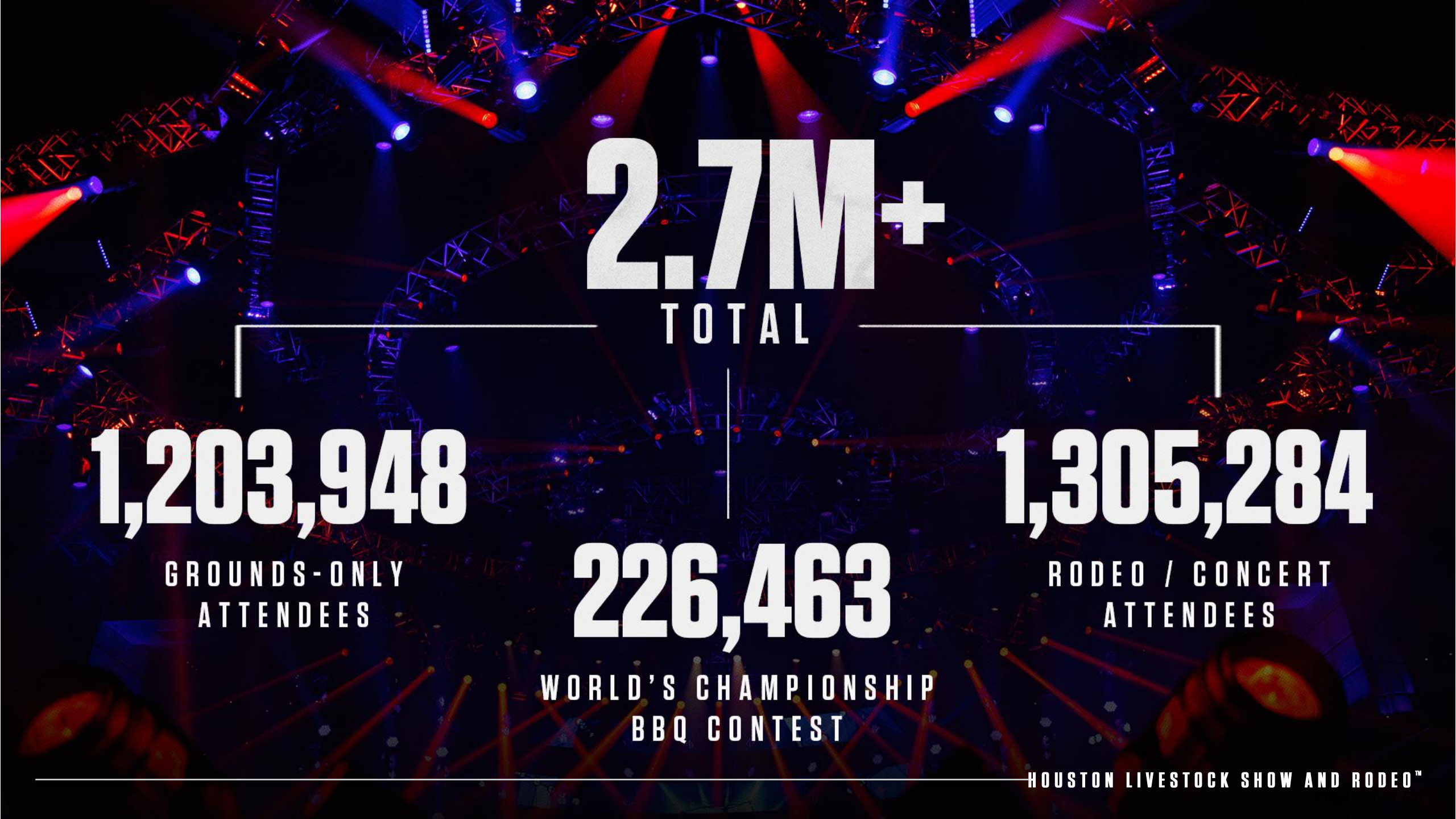




2,735,695

— 2025 —

total attendance



2.7M+

TOTAL

1,203,948

**GROUNDS-ONLY
ATTENDEES**

1,305,284

**RODEO / CONCERT
ATTENDEES**

226,463

**WORLD'S CHAMPIONSHIP
BBQ CONTEST**

HOUSTON LIVESTOCK SHOW AND RODEO™

2025 TOP RODEO HOUSTON®

concert attendance



BROOKS & DUNN

71,256



PARKER MCCOLLUM

71,218



LUKE BRYAN

71,103

11 SOLD OUT SHOWS

NET PROMOTER SCORE

*NPS measures brand loyalty, enthusiasm,
and overall satisfaction*



MEDIA HIGHLIGHTS



7.4
THOUSAND +
MENTIONS

\$239.64
MILLION +
ADVERTISING VALUE

\$5.36
BILLION +
REACH

**estimates generated by the media monitoring platform Muckrack.*



The New York Times

HOUSTON★CHRONICLE



KHOU★11.

billboard

Sports Illustrated

AXIOS

HoustonPress

THE BUSINESS JOURNALS



NEWS NATION

CHRON.



culturemap HOUSTON





SOCIAL MEDIA

February 26 through March 24, 2025



389M
IMPRESSIONS

19.7M
ENGAGEMENTS

532M
VIDEO VIEWS

5.36%
IMPRESSION
ENGAGEMENT RATE

2.62M
COMMUNITY
SIZE

DEMOGRAPHICS

ALL ATTENDEES

HOUSEHOLD INCOME



LOCATION

75% Greater Houston
13.5% Texas (Outside Houston)
9.5% U.S. (Outside Texas)
2% Outside U.S.

Grounds

32 AVERAGE AGE

Rodeo/
Concert

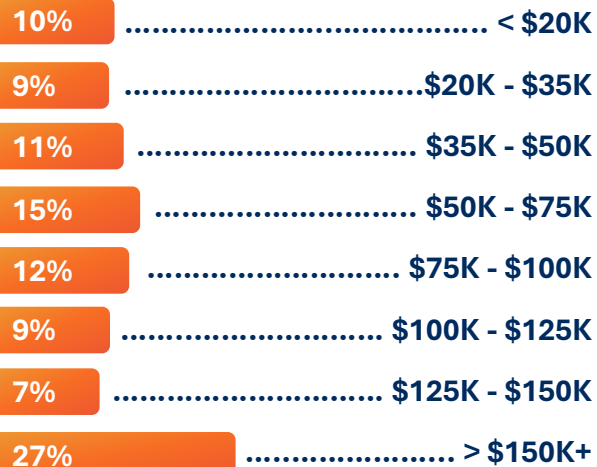
38 AVERAGE AGE

Grounds

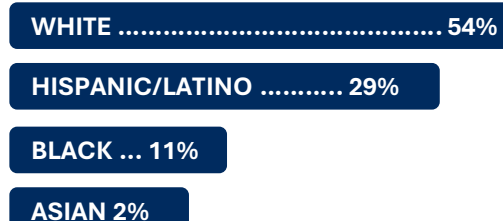
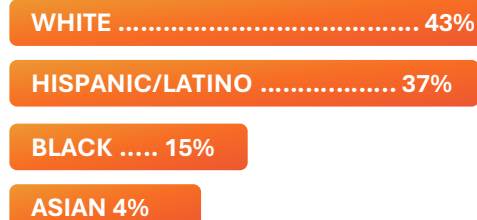
38% MALE 62% FEMALE

Rodeo/
Concert

37% MALE 63% FEMALE



RACE



Grounds

Rodeo/
Concert



THE POWER OF PARTNERSHIP

— 40% —

of Houstonians have a more favorable impression of a brand that sponsors the Rodeo.

According to a 2019 study among consumers in the Greater Houston area conducted by Broadware Group, Inc.



BRAND ALIGNMENT



Houston Livestock Show and Rodeo™
OFFICIAL SPONSOR

- Official Sponsor of the Houston Livestock Show and Rodeo™
- Full use of the HLSR marks for promotional purposes
- May conduct contests, giveaways, or other activities to activate the partnership online, digital channels, etc.
- Collaborate with other Official Sponsors

powered by
reliant
an NRG company



summary &

INVESTMENT





SUMMARY & INVESTMENT

Visit College Station will achieve an increased brand awareness, expanded customer activity, and stronger brand affinity through the following strategic opportunities:

PROMOTIONAL PARTNER

- Full Use of HLSR Marks
- Brand Moment
- Twenty (20) Days of In-Stadium Exposure
- Twenty (20) Days of Activation Space in NRG Center
- Volunteer Engagement
- Digital and Print Collateral
- Hospitality Package

INVESTMENT: \$180,000

brand MOMENT

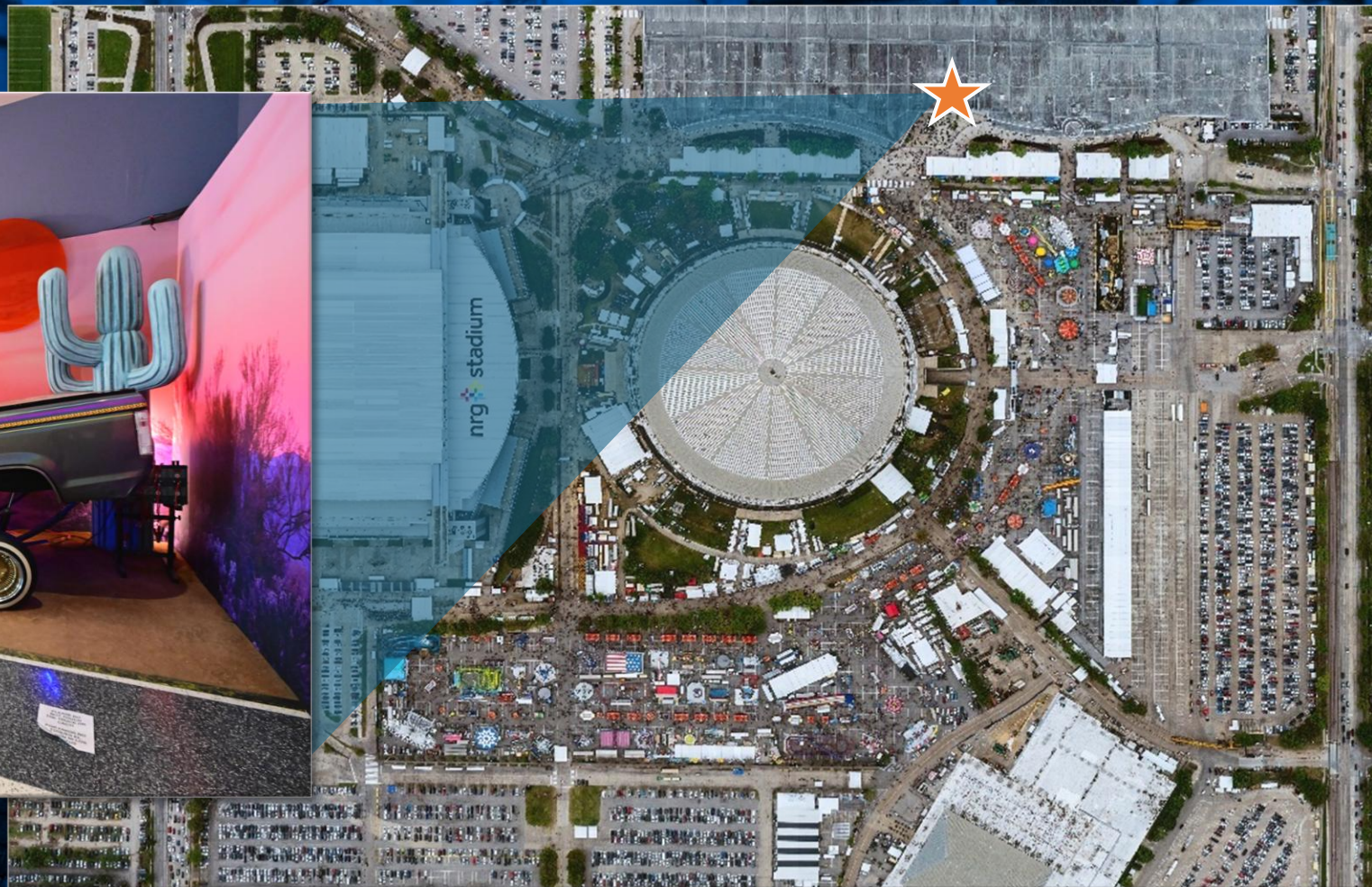


brand MOMENT

Visit College Station will have the opportunity to create a unique marketing experience to showcase the brand and its connection to HLSR during all twenty (20) days of the Show. The 30' x 10' activation be located inside NRG Center and will give Visit College Station the opportunity to activate and lead generate, if desired.



brand ACTIVATION



NRG CENTER PROPERTY METRICS



Property Overview

Mar 4 - Mar 23, 2025



Metrics

NRG Center
1 NRG Park, Houston, TX 77054

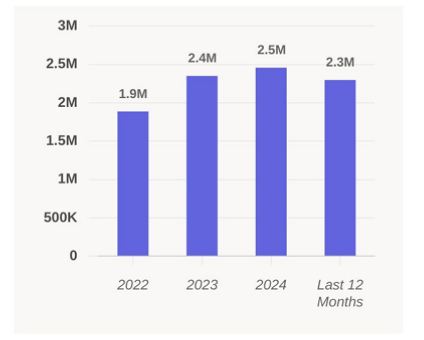
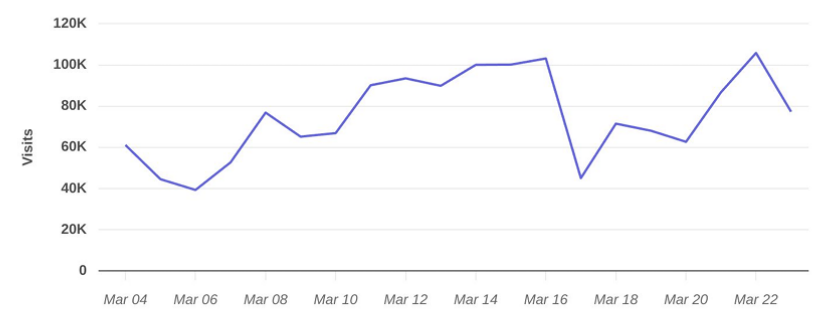
Visits	1.5M	Avg. Dwell Time	102 min
Visits / sq ft	1.49	Panel Visits	136.9K
Size - sq ft	1M	Visits YoY	+28.2%
Visitors	1.1M	Visits Yo2Y	+16.8%
Visit Frequency	1.4	Visits Yo3Y	+43.1%

Mar 4th, 2025 - Mar 23rd, 2025
Data provided by Placer Labs Inc. (www.placer.ai)



Visits Trend

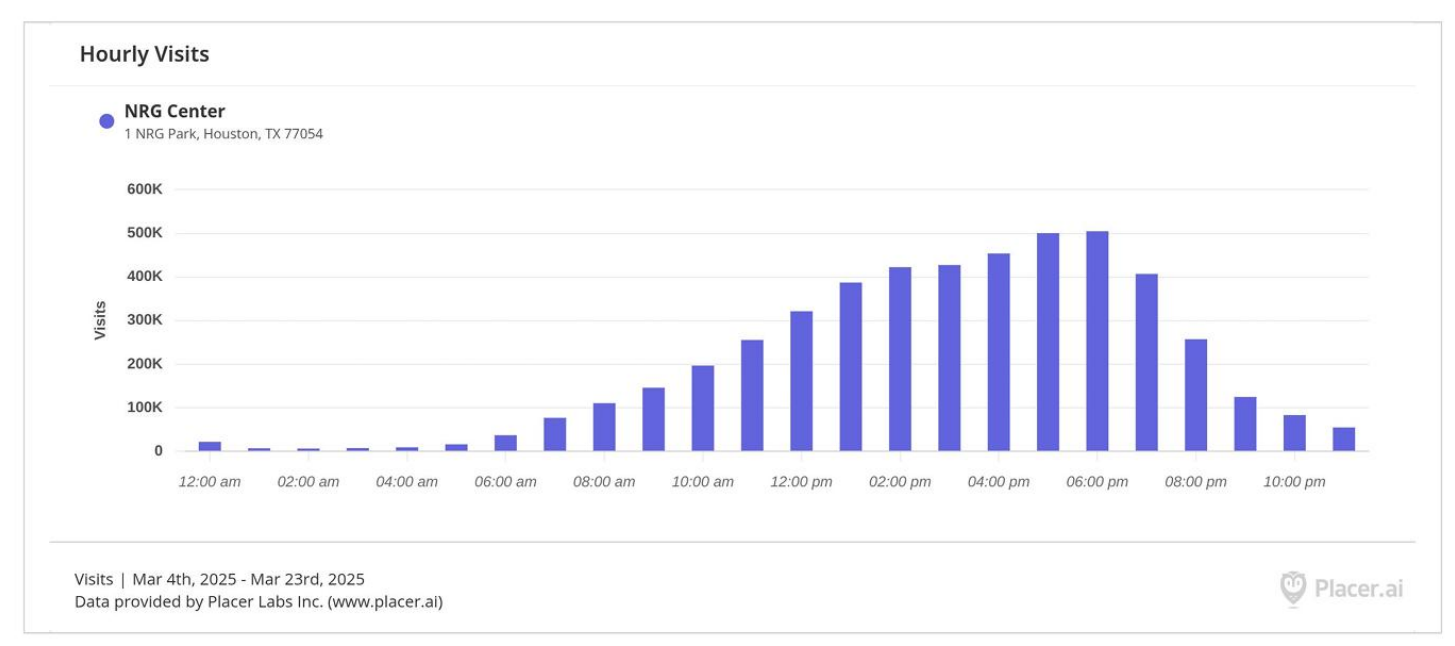
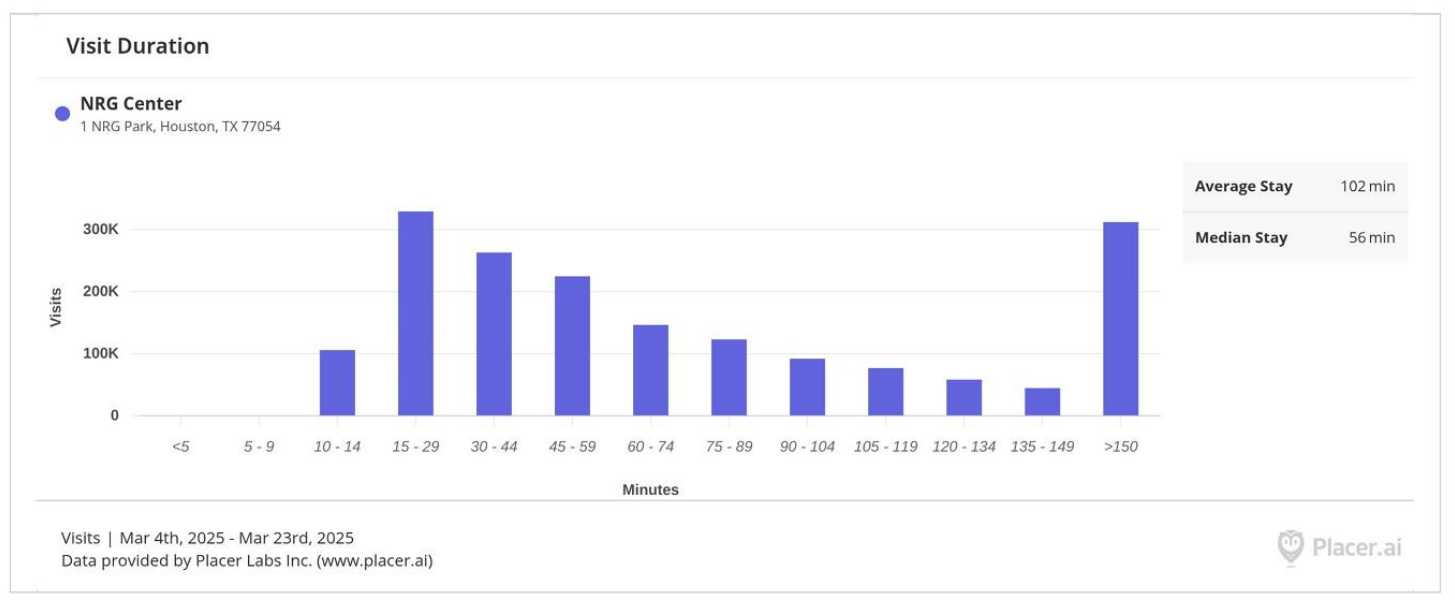
NRG Center
NRG Park, Houston, TX



Daily | Visits | Mar 4th, 2025 - Mar 23rd, 2025
Data provided by Placer Labs Inc. (www.placer.ai)



VISIT DURATION



HOURLY VISITS

stadium EXPOSURE



STADIUM EXPOSURE



Tickets. Houston.

axs

Events. Tickets. Rodeo.

axs

Events. Tickets. Moments.

Rodeo Run

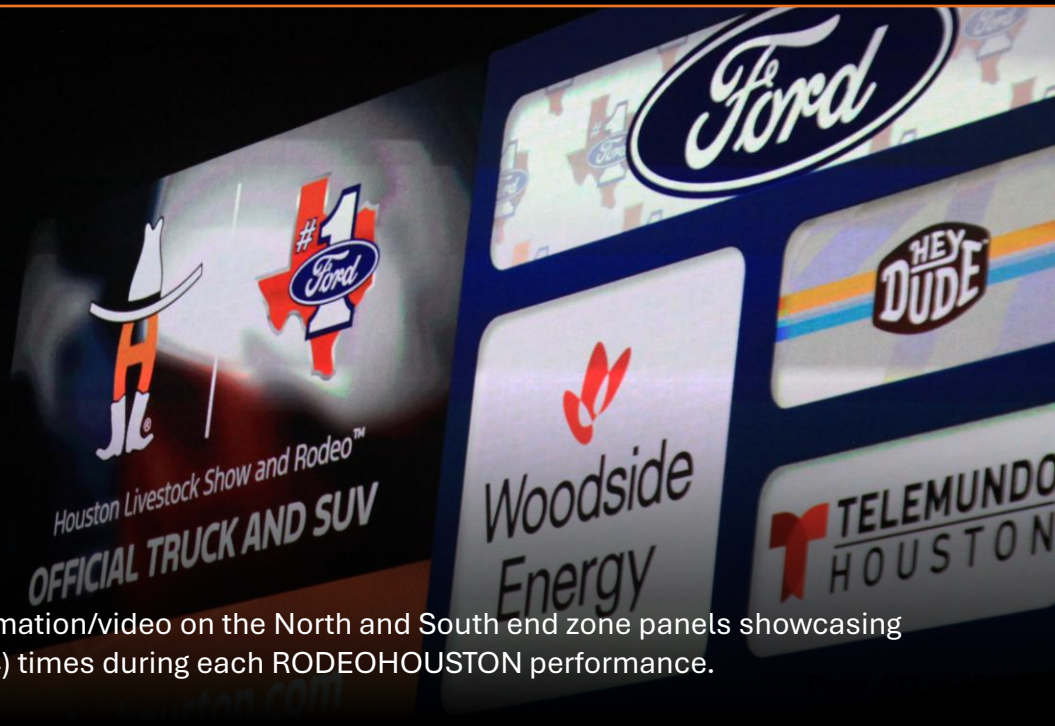
ConocoPhillips

LOWER RIBBON LOGO SET

Sponsor logo recognition on lower LED ribbons, with other Official Show Sponsors during all twenty (20) performances for a total average of two (2) minutes per day.

10 SECOND VIDEO

Ten (10) second individual brand animation/video on the North and South end zone panels showcasing the partnership a minimum of four (4) times during each RODEOHOUSTON performance.



marketing COLLATERAL

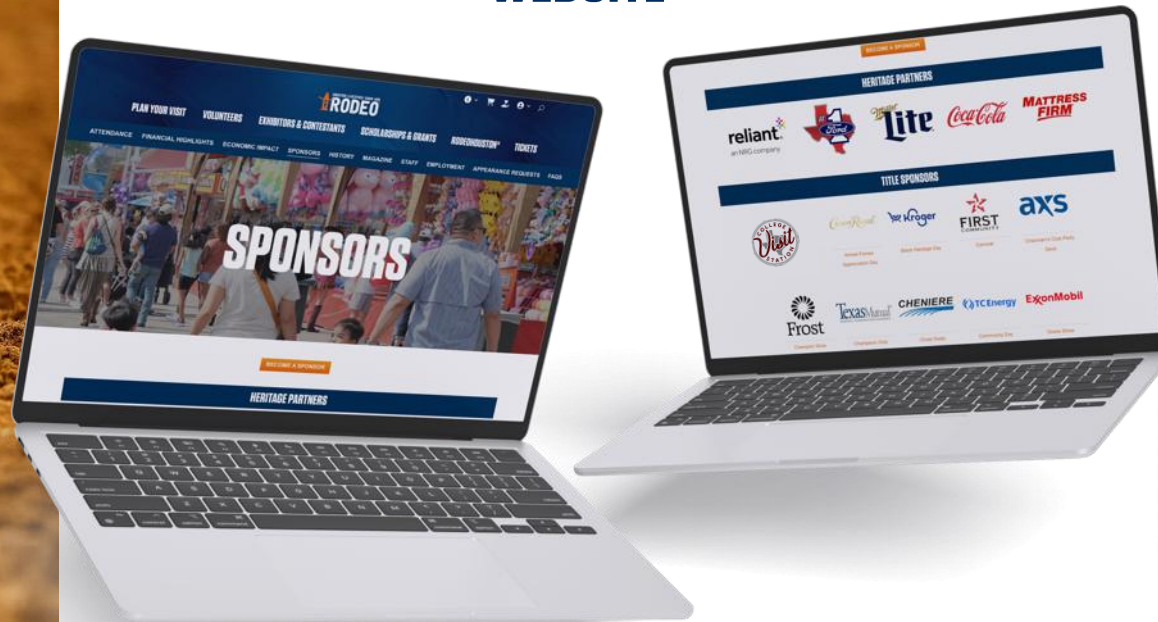


HOUSTON LIVESTOCK SHOW AND RODEO™

DIGITAL EXPOSURE

Visit College Station will receive additional brand recognition on the following digital platforms:

WEBSITE



8.9 MILLION+*

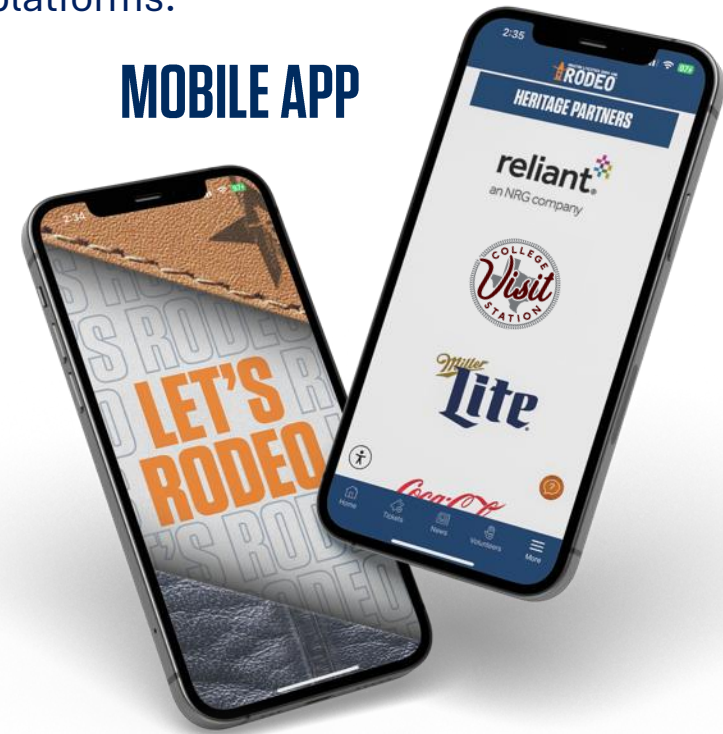
Site Views

2 MILLION+*

Users

**Website analytics may vary due to a newly added cookie consent platform.*

MOBILE APP



360 THOUSAND+

Total Users

1.6 MILLION+

Sessions

442 THOUSAND+

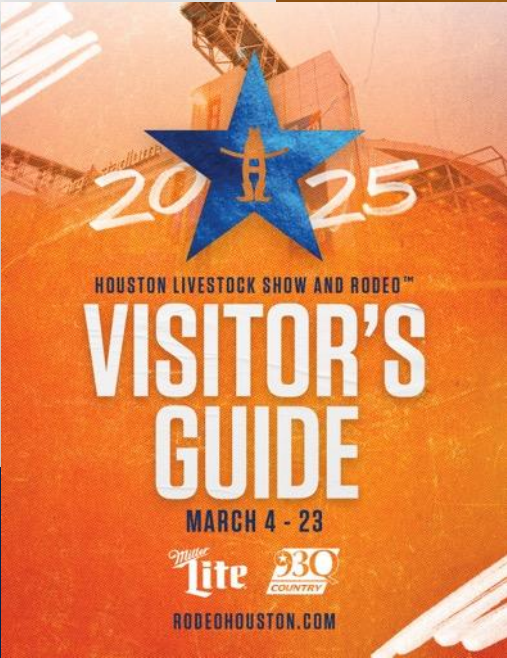
Push Notification Subscribers

February 26 through March 22, 2026

HOUSTON LIVESTOCK SHOW AND RODEO™

VISITOR'S GUIDE

250K+
DISTRIBUTED



SOUVENIR PROGRAM

20K SOLD
BY LOCAL FFA CHAPTERS



**REAL ESTATE IS
OUR RODEO!**

Proudly Serving Houston's Real
Estate Needs at Every Price Point



713.714.6454
NANPROPERTIES.COM
f @ in X v @nanproperties



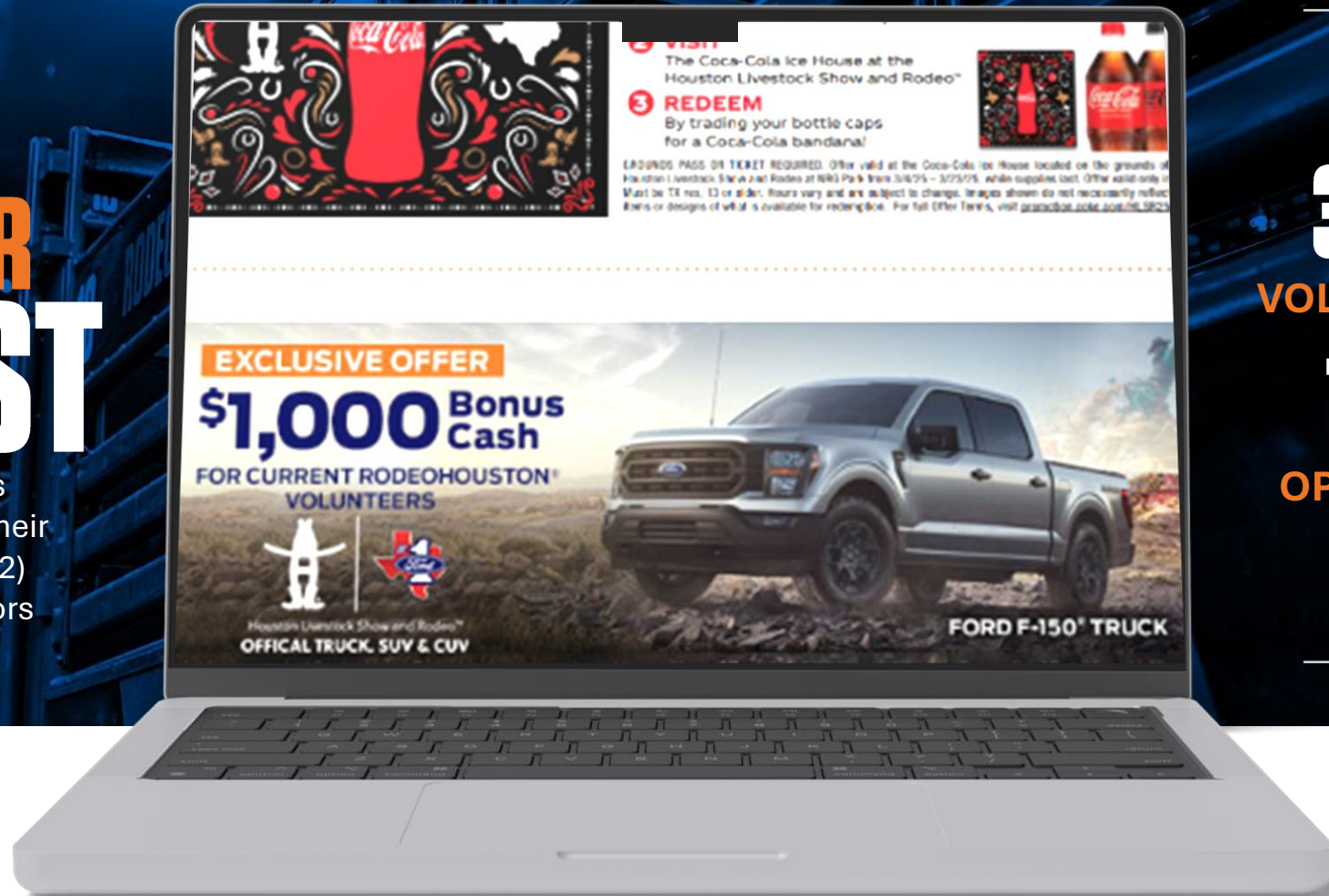
NAN
PROPERTIES



VOLUNTEER ENGAGEMENT

VOLUNTEER E-BLAST

Special promotional offers
rewarding Volunteers for their
service; Inclusion on two (2)
e-blasts with other sponsors



35K
VOLUNTEERS
71%
OPEN RATE

activation OPPORTUNITIES





ON-SITE ACTIVATION

DAILY ACTIVATION BOOTH

Activation rights in a daily booth for three (3) days during Show

125,462
**AVERAGE DAILY
ATTENDANCE**



ACTIVATION

Visit College Station will deepen its ties with current customers and will be introduced to new customers through direct interaction at Rodeo-related events:

RODEO ROUNDUP

Opportunity to activate Rodeo Roundup, a free public event that kicks off Rodeo Season in Downtown Houston

DOWNTOWN PARADE

Opportunity to have a float in the Downtown Rodeo Parade, where over 200,000 spectators gather to watch

SCHOLARSHIP PICNIC

Opportunity to activate at the annual Scholarship Picnic each June, where Houston Livestock Show and Rodeo Scholarship Recipients are celebrated

hospitality **PACKAGE**



HOUSTON LIVESTOCK SHOW AND RODEO™

HOSPITALITY

Visit College Station will deepen its relationships with key customers, staff, and guests through memorable rodeo experiences:



SEASON TICKETS

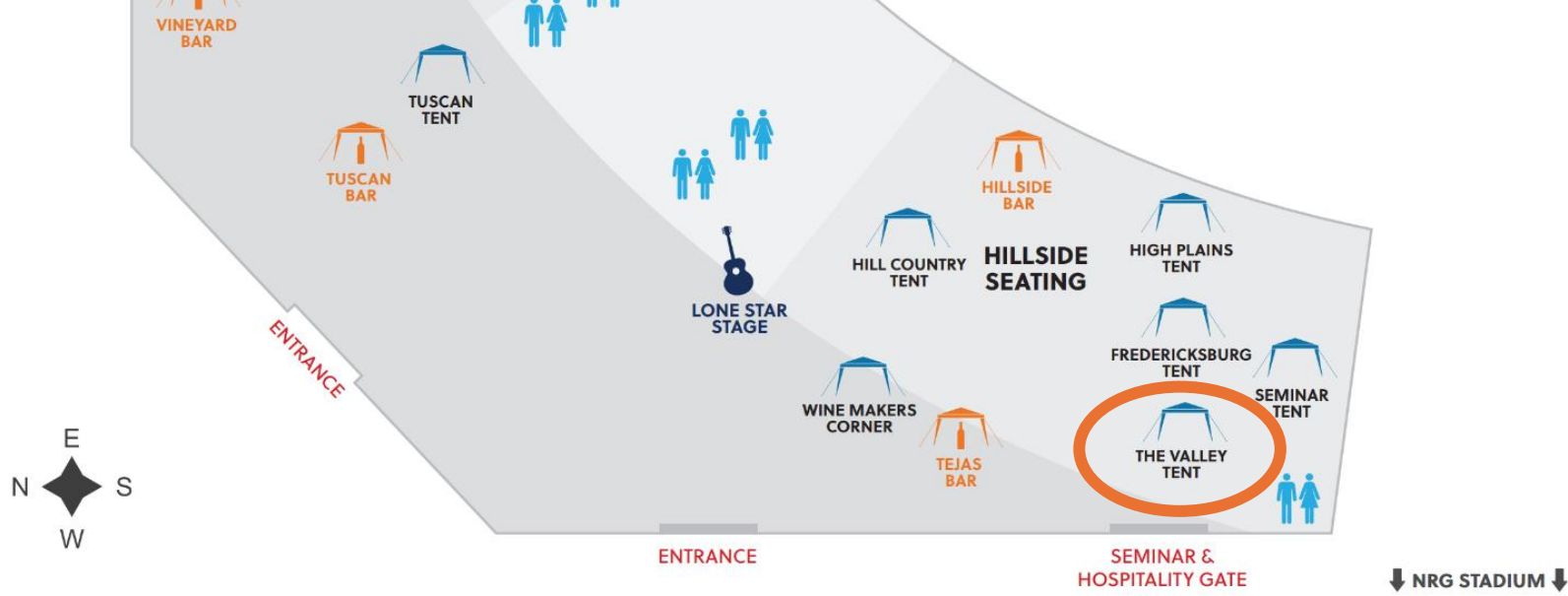
Four (4) Season **Field Level Seats** for all twenty (20) regular RODEOHOUSTON® performances.

SUITE EXPERIENCE

One (1) suite experience for up to twenty (20) guests with all-inclusive food and beverage.

WINE GARDEN EXPERIENCE

One (1) wine garden tent experience for up to sixty-five (65) guests. Wine and/or beer must be purchased separately, and guests must have other means of grounds access.





HOSPITALITY CONTD.

GOLD BADGES

Four (4) Gold VIP Badges for sponsor representative and a guest to enter NRG Park and the main concourse of NRG Stadium

PREMIUM PARKING

Four (4) Season Parking Passes

Four (4) World's Championship BBQ Contest Parking Passes





HOUSTON LIVESTOCK SHOW AND
RODEO

December 11, 2025
Item No. 7.13.
Radio Replacement

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion and possible action to purchase two-way mobile and portable radio replacements from Motorola Solutions in the amount not to exceed \$4,119,687.86.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable
- Core Services and Infrastructure
- Neighborhood Integrity
- Improving Mobility
- Sustainable City

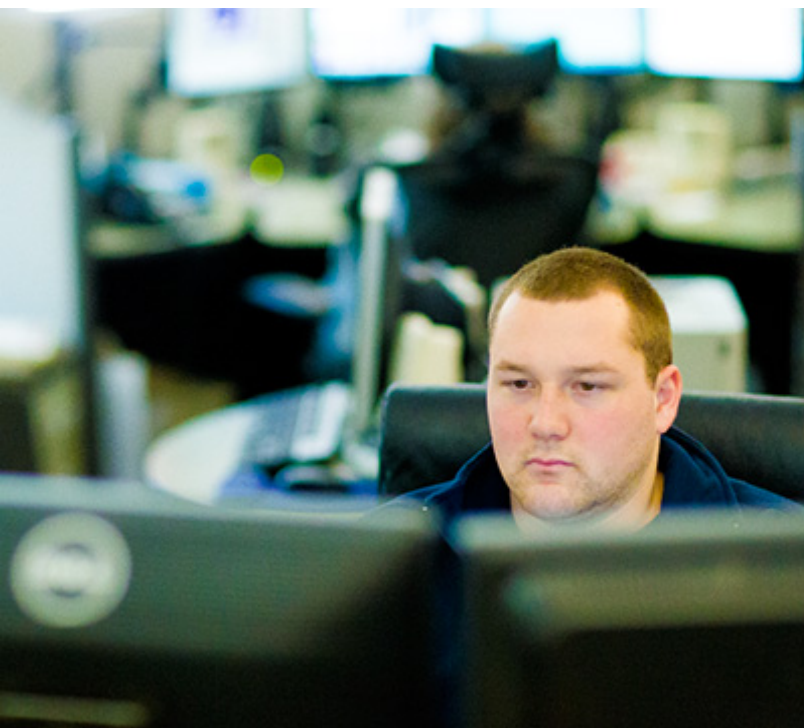
Recommendation(s): CIO recommends approval for the purchase of 602 handhelds and 52 mobiles for an amount not to exceed \$4,119,687.86.

Summary: The current Public Safety radio fleet has been in service since 2016 and Public Work since 2019. With the lifespan of the radio estimated to be 7–10 years, the current radio model is being replaced by the Motorola Next Series Radio. The current radio fleet of APX radios used by Police and Fire cannot meet the expanding Public Safety needs. The new radio models will help address some of the coverage issues as well as help with officer safety. Contingent upon City Council approval, the radios will be procured through H-GAC Contract RA05-21. H-GAC is a cooperative purchasing program that provides competitively solicited contracts for use by governmental agencies. Each H-GAC contract is awarded following a formal solicitation process that fully complies with state and local competitive procurement statutes. By utilizing an existing H-GAC contract, the City leverages volume-based pricing and discounts, reduced administrative costs, and increased procurement efficiency.

Budget & Financial Summary: Funding is through debt previously issued and recorded on project CO2501 for the one-time purchase of the equipment. Recurring subscription costs are paid from IT Communications software maintenance budget. The quote was provided under Purchasing Contract HGAC RA05-21

Attachments:

1. MSI Quote-3155997-1 - Fire Department Replacement Radios
2. MSI Quote-3152868-1 Police Department Replacement Radios
3. MSI Quote-3151858-1 - Public Works Replacement Radios
4. City of College Station 1 Year APX NEXT SmartLocate and SmartMapping Add On Quote 3356356 2025-2026 (1)



COLLEGE STATION, CITY OF

Fire Department Replacement Radios

11/12/2025

11/12/2025

COLLEGE STATION, CITY OF
PO BOX 9973
COLLEGE STATION, TX 77842

RE: Motorola Quote for Fire Department Replacement Radios

Dear ,

Motorola Solutions is pleased to present COLLEGE STATION, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide COLLEGE STATION, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kris Kram at kkram@texascom.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kris Kram

Motorola Solutions Manufacturer's Representative

Billing Address:
COLLEGE STATION, CITY OF
PO BOX 9973
COLLEGE STATION, TX 77842
US

Quote Date:11/12/2025
Expiration Date:01/11/2026
Quote Created By:
Kris Kram
kkram@texascom.com

End Customer:
COLLEGE STATION, CITY OF

Contract: (TXWARN 2025) HGAC
RA05-21
AGREEMENT: STATE OF TEXAS

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT XE SINGLE BAND					
1	H45TGT9PW8AN	PORTABLE RADIO APX NEXT SINGLE BAND MODEL 4.5	90		\$7,106.00	\$4,050.42	\$364,537.80
1a	QA02006AE	ADD: APX NEXT XE M4.5 RUGGED RADIO	90		\$824.00	\$469.68	\$42,271.20
1b	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	90		\$0.00	\$0.00	\$0.00
1c	Q698AF	ALT: PLASTIC CARRY HOLSTER WITH 3 INCH CLIP	90		\$0.00	\$0.00	\$0.00
1d	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS	90		\$0.00	\$0.00	\$0.00
1e	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	90		\$0.00	\$0.00	\$0.00
1f	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	90		\$607.00	\$345.99	\$31,139.10
1g	QA09001AM	ADD: WIFI CAPABILITY	90		\$353.00	\$201.21	\$18,108.90
1h	QA01427AK	ALT: APX NEXT XE HOUSING GREEN	90		\$30.00	\$17.10	\$1,539.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1i	H38DA	ADD: SMARTZONE OPERATION	90		\$1,412.00	\$804.84	\$72,435.60
1j	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	90		\$118.00	\$67.26	\$6,053.40
1k	H499KC	ENH: SUBMERSIBLE (DELTA T)	90		\$177.00	\$100.89	\$9,080.10
1l	QA00580BA	ADD: TDMA OPERATION	90		\$530.00	\$302.10	\$27,189.00
1m	QA09113AA	ADD: BASELINE RELEASE SW	90		\$0.00	\$0.00	\$0.00
1n	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	90		\$118.00	\$67.26	\$6,053.40
1o	QA00569AP	ADD: 7/800MHZ BAND	90		\$0.00	\$0.00	\$0.00
1p	Q361CD	ADD: P25 9600 BAUD TRUNKING	90		\$353.00	\$201.21	\$18,108.90
1q	Q173CA	ADD: SMARTZONE OMNILINK	90		\$0.00	\$0.00	\$0.00
1r	QA09028AA	ADD: VIQI VC RADIO OPERATION	90		\$0.00	\$0.00	\$0.00
2	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00
3	NNTN9217A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION UL2054 DIV2 IP68 4400T	90		\$284.35	\$213.26	\$19,193.40
4	SSV01S01407A	SMARTPROGRAMMING	90	1 YEAR	\$75.00	\$75.00	\$6,750.00
5	LSV01S03447A	APX NEXT DMS ESSENTIAL W ACC DMG	90	3 YEARS	\$451.08	\$451.08	\$40,597.20
6	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	90	1 YEAR	\$75.00	\$75.00	\$6,750.00
7	SSV01S01476A	SMARTLOCATE	90	1 YEAR	\$75.00	\$75.00	\$6,750.00
8	SSV01S01907A	SMARTMAPPING	90	1 YEAR	\$75.00	\$75.00	\$6,750.00
9	LSV01S03082A	RADIOCENTRAL PROGRAMMING	90	1 YEAR	\$32.04	\$32.04	\$2,883.60
	APX™ NEXT	APX NEXT XE SINGLE BAND					
10	H45TGT9PW8AN	PORTABLE RADIO APX NEXT SINGLE BAND MODEL 4.5	48		\$7,106.00	\$4,050.42	\$194,420.16
10a	QA02006AE	ADD: APX NEXT XE M4.5 RUGGED RADIO	48		\$824.00	\$469.68	\$22,544.64



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
10b	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	48		\$0.00	\$0.00	\$0.00
10c	Q698AF	ALT: PLASTIC CARRY HOLSTER WITH 3 INCH CLIP	48		\$0.00	\$0.00	\$0.00
10d	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS	48		\$0.00	\$0.00	\$0.00
10e	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	48		Included	Included	Included
10f	QA09001AM	ADD: WIFI CAPABILITY	48		Included	Included	Included
10g	QA01427AK	ALT: APX NEXT XE HOUSING GREEN	48		\$30.00	\$17.10	\$820.80
10h	H38DA	ADD: SMARTZONE OPERATION	48		Included	Included	Included
10i	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	48		Included	Included	Included
10j	H499KC	ENH: SUBMERSIBLE (DELTA T)	48		Included	Included	Included
10k	QA00580BA	ADD: TDMA OPERATION	48		Included	Included	Included
10l	QA09113AA	ADD: BASELINE RELEASE SW	48		\$0.00	\$0.00	\$0.00
10m	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	48		Included	Included	Included
10n	QA00569AP	ADD: 7/800MHZ BAND	48		\$0.00	\$0.00	\$0.00
10o	Q361CD	ADD: P25 9600 BAUD TRUNKING	48		Included	Included	Included
10p	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	48		Included	Included	Included
10q	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	48		Included	Included	Included
10r	QA07680AA	ADD: MULTI SYSTEM OTAR	48		Included	Included	Included
10s	Q387CB	ADD: MULTICAST VOTING SCAN	48		Included	Included	Included
10t	BD00040AD	ADD: PROVISIONING NON-FEDERAL BUNDLE	48		\$353.00	\$201.21	\$9,658.08
10u	QA09772AA	ENH: MULTI-CODE PLUG PROGRAMMING	48		Included	Included	Included
10v	QA03399AK	ADD: ENHANCED DATA	48		Included	Included	Included



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
10w	Q53BF	ADD: FRONT PANEL PROGRAMMING & CLONING	48		Included	Included	Included
10x	BD00001AA	ADD: CORE BUNDLE	48		\$3,323.00	\$1,894.11	\$90,917.28
10y	H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP	48		Included	Included	Included
10z	QA09028AA	ADD: VIQI VC RADIO OPERATION	48		Included	Included	Included
10aa	BD00010AB	ADD: SECURITY BUNDLE	48		\$1,227.00	\$699.39	\$33,570.72
11	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00
12	NNTN9217A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION UL2054 DIV2 IP68 4400T	48		\$284.35	\$213.26	\$10,236.48
13	SSV01S01407A	SMARTPROGRAMMING	48	1 YEAR	\$75.00	\$75.00	\$3,600.00
14	LSV01S03447A	APX NEXT DMS ESSENTIAL W ACC DMG	48	3 YEARS	\$451.08	\$451.08	\$21,651.84
15	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	48	1 YEAR	\$75.00	\$75.00	\$3,600.00
16	SSV01S01476A	SMARTLOCATE	48	1 YEAR	\$75.00	\$75.00	\$3,600.00
17	SSV01S01907A	SMARTMAPPING	48	1 YEAR	\$75.00	\$75.00	\$3,600.00
18	LSV01S03082A	RADIOCENTRAL PROGRAMMING	48	1 YEAR	\$32.04	\$32.04	\$1,537.92
	APX™ NEXT	APX NEXT XE SINGLE BAND					
19	H45TGT9PW8AN	PORTABLE RADIO APX NEXT SINGLE BAND MODEL 4.5	19		\$7,106.00	\$4,050.42	\$76,957.98
19a	QA02006AE	ADD: APX NEXT XE M4.5 RUGGED RADIO	19		\$824.00	\$469.68	\$8,923.92
19b	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	19		\$0.00	\$0.00	\$0.00
19c	Q698AF	ALT: PLASTIC CARRY HOLSTER WITH 3 INCH CLIP	19		\$0.00	\$0.00	\$0.00
19d	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS	19		\$0.00	\$0.00	\$0.00
19e	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	19		\$607.00	\$345.99	\$6,573.81



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
19f	QA09001AM	ADD: WIFI CAPABILITY	19		\$353.00	\$201.21	\$3,822.99
19g	QA00570AW	ADD: VHF BAND+	19		\$856.00	\$487.92	\$9,270.48
19h	QA01427AK	ALT: APX NEXT XE HOUSING GREEN	19		\$30.00	\$17.10	\$324.90
19i	H38DA	ADD: SMARTZONE OPERATION	19		\$1,412.00	\$804.84	\$15,291.96
19j	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	19		\$118.00	\$67.26	\$1,277.94
19k	H499KC	ENH: SUBMERSIBLE (DELTA T)	19		\$177.00	\$100.89	\$1,916.91
19l	QA00580BA	ADD: TDMA OPERATION	19		\$530.00	\$302.10	\$5,739.90
19m	QA09113AA	ADD: BASELINE RELEASE SW	19		\$0.00	\$0.00	\$0.00
19n	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	19		\$118.00	\$67.26	\$1,277.94
19o	QA00569AP	ADD: 7/800MHZ BAND	19		\$0.00	\$0.00	\$0.00
19p	Q173CA	ADD: SMARTZONE OMNILINK	19		\$0.00	\$0.00	\$0.00
19q	Q361CD	ADD: P25 9600 BAUD TRUNKING	19		\$353.00	\$201.21	\$3,822.99
19r	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	19		\$0.00	\$0.00	\$0.00
19s	QA09028AA	ADD: VIQI VC RADIO OPERATION	19		\$0.00	\$0.00	\$0.00
20	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00
21	NNTN9217A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION UL2054 DIV2 IP68 4400T	19		\$284.35	\$213.26	\$4,051.94
22	SSV01S01407A	SMARTPROGRAMMING	19	1 YEAR	\$75.00	\$75.00	\$1,425.00
23	LSV01S03447A	APX NEXT DMS ESSENTIAL W ACC DMG	19	3 YEARS	\$451.08	\$451.08	\$8,570.52
24	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	19	1 YEAR	\$75.00	\$75.00	\$1,425.00
25	SSV01S01476A	SMARTLOCATE	19	1 YEAR	\$75.00	\$75.00	\$1,425.00
26	LSV01S03082A	RADIOCENTRAL PROGRAMMING	19	1 YEAR	\$32.04	\$32.04	\$608.76
27	SSV01S01907A	SMARTMAPPING	19	1 YEAR	\$75.00	\$75.00	\$1,425.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT XE SINGLE BAND					
28	H45TGT9PW8AN	PORTABLE RADIO APX NEXT SINGLE BAND MODEL 4.5	6		\$7,106.00	\$4,050.42	\$24,302.52
28a	QA02006AE	ADD: APX NEXT XE M4.5 RUGGED RADIO	6		\$824.00	\$469.68	\$2,818.08
28b	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	6		\$0.00	\$0.00	\$0.00
28c	Q698AF	ALT: PLASTIC CARRY HOLSTER WITH 3 INCH CLIP	6		\$0.00	\$0.00	\$0.00
28d	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS	6		\$0.00	\$0.00	\$0.00
28e	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	6		Included	Included	Included
28f	QA09001AM	ADD: WIFI CAPABILITY	6		Included	Included	Included
28g	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	6		Included	Included	Included
28h	QA00570AW	ADD: VHF BAND+	6		\$856.00	\$487.92	\$2,927.52
28i	QA01427AK	ALT: APX NEXT XE HOUSING GREEN	6		\$30.00	\$17.10	\$102.60
28j	H38DA	ADD: SMARTZONE OPERATION	6		Included	Included	Included
28k	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	6		Included	Included	Included
28l	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	6		Included	Included	Included
28m	H499KC	ENH: SUBMERSIBLE (DELTA T)	6		Included	Included	Included
28n	QA00580BA	ADD: TDMA OPERATION	6		Included	Included	Included
28o	QA09113AA	ADD: BASELINE RELEASE SW	6		\$0.00	\$0.00	\$0.00
28p	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	6		Included	Included	Included
28q	QA07680AA	ADD: MULTI SYSTEM OTAR	6		Included	Included	Included
28r	QA00569AP	ADD: 7/800MHZ BAND	6		\$0.00	\$0.00	\$0.00



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
28s	Q361CD	ADD: P25 9600 BAUD TRUNKING	6		Included	Included	Included
28t	Q387CB	ADD: MULTICAST VOTING SCAN	6		Included	Included	Included
28u	BD00040AD	ADD: PROVISIONING NON-FEDERAL BUNDLE	6		\$353.00	\$201.21	\$1,207.26
28v	QA09772AA	ENH: MULTI-CODE PLUG PROGRAMMING	6		Included	Included	Included
28w	QA03399AK	ADD: ENHANCED DATA	6		Included	Included	Included
28x	Q53BF	ADD: FRONT PANEL PROGRAMMING & CLONING	6		Included	Included	Included
28y	BD00001AA	ADD: CORE BUNDLE	6		\$3,323.00	\$1,894.11	\$11,364.66
28z	H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP	6		Included	Included	Included
28aa	QA09028AA	ADD: VIQI VC RADIO OPERATION	6		Included	Included	Included
28ab	BD00010AB	ADD: SECURITY BUNDLE	6		\$1,227.00	\$699.39	\$4,196.34
29	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00
30	NNTN9217A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION UL2054 DIV2 IP68 4400T	6		\$284.35	\$213.26	\$1,279.56
31	SSV01S01407A	SMARTPROGRAMMING	6	1 YEAR	\$75.00	\$75.00	\$450.00
32	LSV01S03447A	APX NEXT DMS ESSENTIAL W ACC DMG	6	3 YEARS	\$451.08	\$451.08	\$2,706.48
33	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	6	1 YEAR	\$75.00	\$75.00	\$450.00
34	SSV01S01476A	SMARTLOCATE	6	1 YEAR	\$75.00	\$75.00	\$450.00
35	LSV01S03082A	RADIOCENTRAL PROGRAMMING	6	1 YEAR	\$32.04	\$32.04	\$192.24
36	SSV01S01907A	SMARTMAPPING	6	1 YEAR	\$75.00	\$75.00	\$450.00
37	PMMN4154A	PORTABLE RSM XVE500 DIV1 GREEN, IP68, WITH KNOB	163		\$800.00	\$600.00	\$97,800.00
38	NNTN9199A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	100		\$181.43	\$136.07	\$13,607.00



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
39	NNTN9115A	CHARGER, MULTI-UNIT, IMPRES G2, 6-DISP, US/NA/CA/LA PLUG, ACC-CHARGER	14		\$1,519.61	\$1,139.71	\$15,955.94
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
40	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	10		\$3,764.00	\$2,164.30	\$21,643.00
40a	W665BF	ADD: BASE STATION OP APX	10		\$82.00	\$47.15	\$471.50
40b	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	10		\$118.00	\$67.85	\$678.50
40c	G91AF	ADD: CNTRL STATION PWR SUPPLY	10		\$317.00	\$182.28	\$1,822.80
40d	GA00580AA	ADD: TDMA OPERATION	10		\$530.00	\$304.75	\$3,047.50
40e	G66BJ	ADD: DASH MOUNT E5 APXM	10		\$148.00	\$85.10	\$851.00
40f	GA00249AE	ADD: 3Y ESSENTIAL ACCIDENTAL DAMAGE	10		\$402.00	\$402.00	\$4,020.00
40g	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	10		\$1,412.00	\$811.90	\$8,119.00
40h	G142AD	ADD: NO SPEAKER APX	10		\$0.00	\$0.00	\$0.00
40i	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	10		\$0.00	\$0.00	\$0.00
40j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10		\$0.00	\$0.00	\$0.00
40k	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	10		\$607.00	\$349.03	\$3,490.30
40l	GA01767AG	ADD: RADIO AUTHENTICATION	10		\$118.00	\$67.85	\$678.50
40m	GA01670AA	ADD: APX E5 CONTROL HEAD	10		\$767.00	\$441.03	\$4,410.30
40n	QA09113AB	ADD: BASELINE RELEASE SW	10		\$0.00	\$0.00	\$0.00
40o	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	10		\$0.00	\$0.00	\$0.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
40p	W382AM	ADD: CONTROL STATION DESK GCAI MIC	10		\$199.00	\$114.43	\$1,144.30
40q	G174AD	ADD: ANT 3DB LOW- PROFILE 762-870	10		\$50.00	\$28.75	\$287.50
40r	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	10		\$353.00	\$202.98	\$2,029.80
40s	GA09000AA	ADD: DIGITAL TONE SIGNALING	10		\$177.00	\$101.78	\$1,017.80
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
41	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	3		\$3,764.00	\$2,164.30	\$6,492.90
41a	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	3		\$118.00	\$67.85	\$203.55
41b	GA00580AA	ADD: TDMA OPERATION	3		\$530.00	\$304.75	\$914.25
41c	G66BJ	ADD: DASH MOUNT E5 APXM	3		\$148.00	\$85.10	\$255.30
41d	GA00249AE	ADD: 3Y ESSENTIAL ACCIDENTAL DAMAGE	3		\$402.00	\$402.00	\$1,206.00
41e	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	3		\$1,412.00	\$811.90	\$2,435.70
41f	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	3		\$0.00	\$0.00	\$0.00
41g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	3		\$71.00	\$40.83	\$122.49
41h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3		\$0.00	\$0.00	\$0.00
41i	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	3		\$607.00	\$349.03	\$1,047.09
41j	GA01767AG	ADD: RADIO AUTHENTICATION	3		\$118.00	\$67.85	\$203.55
41k	GA01670AA	ADD: APX E5 CONTROL HEAD	3		\$767.00	\$441.03	\$1,323.09
41l	W22BA	ADD: STD PALM MICROPHONE APX	3		\$85.00	\$48.88	\$146.64



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
41m	QA09113AB	ADD: BASELINE RELEASE SW	3		\$0.00	\$0.00	\$0.00
41n	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	3		\$0.00	\$0.00	\$0.00
41o	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	3		\$353.00	\$202.98	\$608.94
41p	G89AC	ADD: NO RF ANTENNA NEEDED	3		\$0.00	\$0.00	\$0.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
42	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	4		\$3,764.00	\$2,164.30	\$8,657.20
42a	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	4		\$118.00	\$67.85	\$271.40
42b	GA00580AA	ADD: TDMA OPERATION	4		\$530.00	\$304.75	\$1,219.00
42c	GA00249AE	ADD: 3Y ESSENTIAL ACCIDENTAL DAMAGE	4		\$402.00	\$402.00	\$1,608.00
42d	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	4		\$1,412.00	\$811.90	\$3,247.60
42e	G67DT	ADD: REMOTE MOUNT E5 APXM	4		\$350.00	\$201.25	\$805.00
42f	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	4		\$0.00	\$0.00	\$0.00
42g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4		\$71.00	\$40.83	\$163.32
42h	G89AC	ADD: NO RF ANTENNA NEEDED	4		\$0.00	\$0.00	\$0.00
42i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4		\$0.00	\$0.00	\$0.00
42j	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	4		\$607.00	\$349.03	\$1,396.12
42k	GA01767AG	ADD: RADIO AUTHENTICATION	4		\$118.00	\$67.85	\$271.40
42l	GA01670AA	ADD: APX E5 CONTROL HEAD	4		\$767.00	\$441.03	\$1,764.12



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
42m	W22BA	ADD: STD PALM MICROPHONE APX	4		\$85.00	\$48.88	\$195.52
42n	QA09113AB	ADD: BASELINE RELEASE SW	4		\$0.00	\$0.00	\$0.00
42o	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	4		\$0.00	\$0.00	\$0.00
42p	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	4		\$353.00	\$202.98	\$811.92
APX™ 1500 Enhanced							
43	M36KSS9PW1BN	MOBILE RADIO APX1500 ENHANCED VHF	8		\$2,151.00	\$1,236.83	\$9,894.64
43a	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	8		\$71.00	\$40.83	\$326.64
43b	GA00804AA	ADD: APX O2 CH (GREY)	8		\$579.00	\$332.93	\$2,663.44
43c	G89AC	ADD: NO RF ANTENNA NEEDED	8		\$0.00	\$0.00	\$0.00
43d	G444AH	ADD: APX CONTROL HEAD SOFTWARE	8		\$0.00	\$0.00	\$0.00
43e	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	8		\$0.00	\$0.00	\$0.00
43f	G66BF	ADD: DASH MOUNT O2 APXM	8		\$148.00	\$85.10	\$680.80
43g	GA00249AC	ADD: 3Y ESSENTIAL ACCIDENTAL DAMAGE	8		\$316.00	\$316.00	\$2,528.00
43h	W22BA	ADD: STD PALM MICROPHONE APX	8		\$85.00	\$48.88	\$391.04
43i	QA09113AB	ADD: BASELINE RELEASE SW	8		\$0.00	\$0.00	\$0.00
43j	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	8		\$0.00	\$0.00	\$0.00
43k	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	8		\$765.00	\$439.88	\$3,519.04
43l	GA09000AA	ADD: DIGITAL TONE SIGNALING	8		\$177.00	\$101.78	\$814.24
44	HPN4007D	POWER SUPPLY, MOBILE, CORD INCLUDED, 25-60W, US	8		\$342.06	\$273.65	\$2,189.20



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
45	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	4		\$3,764.00	\$2,164.30	\$8,657.20
45a	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	4		\$941.00	\$541.08	\$2,164.32
45b	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	4		\$118.00	\$67.85	\$271.40
45c	GA00580AA	ADD: TDMA OPERATION	4		\$530.00	\$304.75	\$1,219.00
45d	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	4		\$1,412.00	\$811.90	\$3,247.60
45e	G67DT	ADD: REMOTE MOUNT E5 APXM	4		\$350.00	\$201.25	\$805.00
45f	GA01620AA	ADD: MULTI SYSTEM OTAR	4		\$177.00	\$101.78	\$407.12
45g	G78AT	ENH: 3 YEAR ESSENTIAL SVC	4		\$288.00	\$288.00	\$1,152.00
45h	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	4		\$0.00	\$0.00	\$0.00
45i	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	4		\$871.00	\$500.83	\$2,003.32
45j	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4		\$71.00	\$40.83	\$163.32
45k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4		\$0.00	\$0.00	\$0.00
45l	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	4		\$607.00	\$349.03	\$1,396.12
45m	GA01767AG	ADD: RADIO AUTHENTICATION	4		\$118.00	\$67.85	\$271.40
45n	GA01670AA	ADD: APX E5 CONTROL HEAD	4		\$767.00	\$441.03	\$1,764.12
45o	W22BA	ADD: STD PALM MICROPHONE APX	4		\$85.00	\$48.88	\$195.52
45p	QA09113AB	ADD: BASELINE RELEASE SW	4		\$0.00	\$0.00	\$0.00
45q	G174AD	ADD: ANT 3DB LOW- PROFILE 762-870	4		\$50.00	\$28.75	\$115.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
45r	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	4		\$353.00	\$202.98	\$811.92
	APX™ 8500						
46	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	10		\$6,558.00	\$3,770.85	\$37,708.50
46a	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	10		\$118.00	\$67.85	\$678.50
46b	GA00580AA	ADD: TDMA OPERATION	10		\$530.00	\$304.75	\$3,047.50
46c	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	10		\$112.00	\$64.40	\$644.00
46d	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	10		\$1,766.00	\$1,015.45	\$10,154.50
46e	G78AT	ENH: 3 YEAR ESSENTIAL SVC	10		\$288.00	\$288.00	\$2,880.00
46f	GA05509AA	DEL: DELETE UHF BAND	10		-\$800.00	-\$460.00	-\$4,600.00
46g	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	10		\$0.00	\$0.00	\$0.00
46h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	10		\$71.00	\$40.83	\$408.30
46i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10		\$0.00	\$0.00	\$0.00
46j	G67EH	ADD: REMOTE MOUNT E5 MP	10		\$350.00	\$201.25	\$2,012.50
46k	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	10		\$0.00	\$0.00	\$0.00
46l	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	10		\$607.00	\$349.03	\$3,490.30
46m	GA01767AG	ADD: RADIO AUTHENTICATION	10		\$118.00	\$67.85	\$678.50
46n	GA01670AA	ADD: APX E5 CONTROL HEAD	10		\$767.00	\$441.03	\$4,410.30
46o	W22BA	ADD: STD PALM MICROPHONE APX	10		\$85.00	\$48.88	\$488.80
46p	QA09113AB	ADD: BASELINE RELEASE SW	10		\$0.00	\$0.00	\$0.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
46q	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	10		\$0.00	\$0.00	\$0.00
46r	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	10		\$353.00	\$202.98	\$2,029.80
	APX™ 8500						
47	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	1		\$6,558.00	\$3,770.85	\$3,770.85
47a	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP	1		\$941.00	\$541.08	\$541.08
47b	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	1		\$118.00	\$67.85	\$67.85
47c	GA00580AA	ADD: TDMA OPERATION	1		\$530.00	\$304.75	\$304.75
47d	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	1		\$112.00	\$64.40	\$64.40
47e	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	1		\$1,766.00	\$1,015.45	\$1,015.45
47f	GA01620AA	ADD: MULTI SYSTEM OTAR	1		\$177.00	\$101.78	\$101.78
47g	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1		\$288.00	\$288.00	\$288.00
47h	GA05509AA	DEL: DELETE UHF BAND	1		-\$800.00	-\$460.00	-\$460.00
47i	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	1		\$0.00	\$0.00	\$0.00
47j	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	1		\$871.00	\$500.83	\$500.83
47k	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1		\$71.00	\$40.83	\$40.83
47l	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1		\$0.00	\$0.00	\$0.00
47m	G67EH	ADD: REMOTE MOUNT E5 MP	1		\$350.00	\$201.25	\$201.25
47n	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	1		\$0.00	\$0.00	\$0.00
47o	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1		\$607.00	\$349.03	\$349.03



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
47p	GA01767AG	ADD: RADIO AUTHENTICATION	1		\$118.00	\$67.85	\$67.85
47q	GA01670AA	ADD: APX E5 CONTROL HEAD	1		\$767.00	\$441.03	\$441.03
47r	W22BA	ADD: STD PALM MICROPHONE APX	1		\$85.00	\$48.88	\$48.88
47s	QA09113AB	ADD: BASELINE RELEASE SW	1		\$0.00	\$0.00	\$0.00
47t	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1		\$353.00	\$202.98	\$202.98

Grand Total **\$1,628,653.30(USD)**

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1	H45TGT9PW8AN	SYSTEMID = 01A7
10	H45TGT9PW8AN	SYSTEMID = 01A7
10b	QA09017AA	ENDUSERT = FIRE PROTECTION SERVICES
10d	QA09030AA	PROVAGID = ausgv7ln64tncwu,TEMAILAR = aszymanski@cstx.gov,SYSTEMID = 01A7
11	PSV01S02944A	TEMAILAR = aszymanski@cstx.gov,CUSTNAME = Amanda, Szymanski,SYSTEMID = 01A7
19	H45TGT9PW8AN	SYSTEMID = 01A7
19b	QA09017AA	ENDUSERT = FIRE PROTECTION SERVICES
19d	QA09030AA	PROVAGID = ausgv7ln64tncwu,TEMAILAR = aszymanski@cstx.gov,SYSTEMID = 01A7
1b	QA09017AA	ENDUSERT = FIRE PROTECTION SERVICES
1d	QA09030AA	PROVAGID = ausgv7ln64tncwu,TEMAILAR = aszymanski@cstx.gov,SYSTEMID = 01A7
2	PSV01S02944A	TEMAILAR = aszymanski@cstx.gov,CUSTNAME = Amanda, Szymanski,SYSTEMID = 01A7
20	PSV01S02944A	TEMAILAR = aszymanski@cstx.gov,CUSTNAME = Amanda, Szymanski,SYSTEMID = 01A7
28	H45TGT9PW8AN	SYSTEMID = 01A7
28b	QA09017AA	ENDUSERT = FIRE PROTECTION SERVICES
28d	QA09030AA	PROVAGID = ausgv7ln64tncwu,TEMAILAR = aszymanski@cstx.gov,SYSTEMID = 01A7
29	PSV01S02944A	TEMAILAR = aszymanski@cstx.gov,CUSTNAME = Amanda, Szymanski,SYSTEMID = 01A7



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

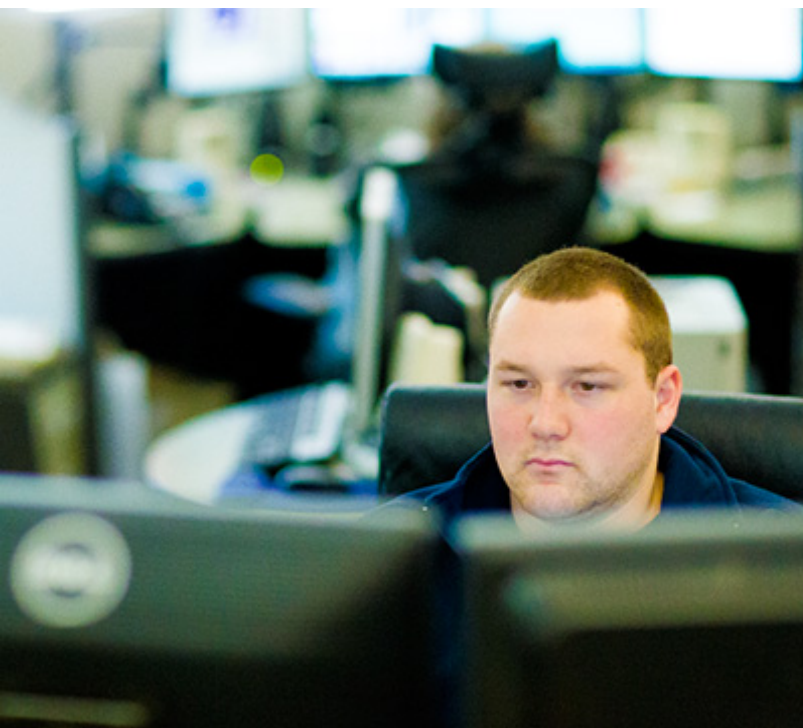
Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



COLLEGE STATION, CITY OF

Police Department Replacement Radios

11/12/2025

11/12/2025

COLLEGE STATION, CITY OF
PO BOX 9973
COLLEGE STATION, TX 77842

RE: Motorola Quote for Police Department Replacement Radios

Dear ,

Motorola Solutions is pleased to present COLLEGE STATION, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide COLLEGE STATION, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kris Kram at kkram@texascom.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kris Kram

Motorola Solutions Manufacturer's Representative

Billing Address:
COLLEGE STATION, CITY OF
PO BOX 9973
COLLEGE STATION, TX 77842
US

Quote Date:11/12/2025
Expiration Date:01/11/2026
Quote Created By:
Kris Kram
kkram@texascom.com

End Customer:
COLLEGE STATION, CITY OF

Contract: (TXWARN 2025) HGAC
RA05-21
AGREEMENT: STATE OF TEXAS

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	PORTABLE RADIO APX N70 7/800 MODEL 4.5	215		\$5,365.00	\$3,058.05	\$657,480.75
1a	QA08821AA	ALT: 7800 STUBBY 762-870MHZ	215		\$30.60	\$17.44	\$3,749.60
1b	QA08817AA	ALT: BATT IMPRES LIION IP68 4400T	215		\$217.64	\$124.05	\$26,670.75
1c	QA08824AA	ALT: 3.0" HOLSTER	215		\$13.77	\$7.85	\$1,687.75
1d	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS	215		\$0.00	\$0.00	\$0.00
1e	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	215		\$0.00	\$0.00	\$0.00
1f	H499KC	ENH: SUBMERSIBLE (DELTA T)	215		\$0.00	\$0.00	\$0.00
1g	BD00001AA	ADD: CORE BUNDLE	215		\$3,323.00	\$1,894.11	\$407,233.65
1h	BD00010AB	ADD: SECURITY BUNDLE	215		\$1,227.00	\$699.39	\$150,368.85
1i	Q387CB	ADD: MULTICAST VOTING SCAN	215		\$0.00	\$0.00	\$0.00
1j	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	215		\$0.00	\$0.00	\$0.00
1k	QA03399AK	ADD: ENHANCED DATA	215		\$0.00	\$0.00	\$0.00



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1l	QA09001AM	ADD: WIFI CAPABILITY	215		\$0.00	\$0.00	\$0.00
1m	QA09028AA	ADD: VIQI VC RADIO OPERATION	215		\$0.00	\$0.00	\$0.00
1n	H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP	215		\$0.00	\$0.00	\$0.00
1o	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	215		\$0.00	\$0.00	\$0.00
1p	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	215		\$0.00	\$0.00	\$0.00
1q	QA07680AA	ADD: MULTI SYSTEM OTAR	215		\$0.00	\$0.00	\$0.00
1r	H38DA	ADD: SMARTZONE OPERATION	215		\$0.00	\$0.00	\$0.00
1s	Q361CD	ADD: P25 9600 BAUD TRUNKING	215		\$0.00	\$0.00	\$0.00
1t	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	215		\$0.00	\$0.00	\$0.00
1u	QA00580BA	ADD: TDMA OPERATION	215		\$0.00	\$0.00	\$0.00
1v	BD00037AA	ADD: AUDIO BUNDLE	215		\$287.00	\$163.59	\$35,171.85
1w	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	215		\$0.00	\$0.00	\$0.00
1x	QA08676AA	ADD: ADAPTIVE SPEAKER VOLUME	215		\$0.00	\$0.00	\$0.00
1y	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	215		\$0.00	\$0.00	\$0.00
2	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00
3	LSV01S03061A	APX N70 DMS ESSENTIAL W ACC DMG	215	3 YEARS	\$398.88	\$398.88	\$85,759.20
4	LSV01S03082A	RADIOCENTRAL PROGRAMMING	215	1 YEAR	\$32.04	\$32.04	\$6,888.60
5	SSV01S01407A	SMARTPROGRAMMING	215	1 YEAR	\$75.00	\$75.00	\$16,125.00
6	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	215	1 YEAR	\$75.00	\$75.00	\$16,125.00
7	SSV01S01476A	SMARTLOCATE	215	1 YEAR	\$75.00	\$75.00	\$16,125.00
8	SSV01S01907A	SMARTMAPPING	215	1 YEAR	\$75.00	\$75.00	\$16,125.00



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
9	PMNN4817A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 4400T	215		\$248.05	\$186.04	\$39,998.60
10	NNTN8844B	CHARGER, DESKTOP MULTI UNIT 6 W/DISPL, IMPRES 2 US	6		\$1,824.56	\$1,368.42	\$8,210.52
11	PMPN4604A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	215		\$221.64	\$166.23	\$35,739.45
12	PMMN4142A	XVP730 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB, FOR APX N RADIOS	215		\$520.00	\$390.00	\$83,850.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
13	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	7		\$3,764.00	\$2,164.30	\$15,150.10
13a	W665BF	ADD: BASE STATION OP APX	7		\$82.00	\$47.15	\$330.05
13b	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	7		\$941.00	\$541.08	\$3,787.56
13c	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	7		\$118.00	\$67.85	\$474.95
13d	G91AF	ADD: CNTRL STATION PWR SUPPLY	7		\$317.00	\$182.28	\$1,275.96
13e	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	7		\$0.00	\$0.00	\$0.00
13f	GA00580AA	ADD: TDMA OPERATION	7		\$530.00	\$304.75	\$2,133.25
13g	G66BJ	ADD: DASH MOUNT E5 APXM	7		\$148.00	\$85.10	\$595.70
13h	GA00249AE	ADD: 3Y ESSENTIAL ACCIDENTAL DAMAGE	7		\$402.00	\$402.00	\$2,814.00
13i	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	7		\$1,412.00	\$811.90	\$5,683.30
13j	G142AD	ADD: NO SPEAKER APX	7		\$0.00	\$0.00	\$0.00
13k	GA01620AA	ADD: MULTI SYSTEM OTAR	7		\$177.00	\$101.78	\$712.46
13l	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	7		\$871.00	\$500.83	\$3,505.81



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
13m	G444AH	ADD: APX CONTROL HEAD SOFTWARE	7		\$0.00	\$0.00	\$0.00
13n	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	7		\$607.00	\$349.03	\$2,443.21
13o	GA01767AG	ADD: RADIO AUTHENTICATION	7		\$118.00	\$67.85	\$474.95
13p	GA01670AA	ADD: APX E5 CONTROL HEAD	7		\$767.00	\$441.03	\$3,087.21
13q	QA09113AB	ADD: BASELINE RELEASE SW	7		\$0.00	\$0.00	\$0.00
13r	W382AM	ADD: CONTROL STATION DESK GCAI MIC	7		\$199.00	\$114.43	\$801.01
13s	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	7		\$50.00	\$28.75	\$201.25
13t	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	7		\$353.00	\$202.98	\$1,420.86

Grand Total **\$1,652,201.20(USD)**

Notes:

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Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1d	QA09030AA	PROVAGID = ausgv7ln64tncwu,TEMAILAR = aszymanski@cstx.gov,SYSTEMID = 01A7
1e	QA09017AA	ENDUSERT = POLICE PROTECTION
2	PSV01S02944A	TEMAILAR = aszymanski@cstx.gov,CUSTNAME = Amanda, Szymanski,SYSTEMID = 01A7



APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

Mission-Critical Audio

For first responders in mission-critical situations, the APX N70 offers high dynamic range microphones and an adaptive sound engine that minimizes background noise and promotes clarity, amplifying intelligible voice communication between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service



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CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and codeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.



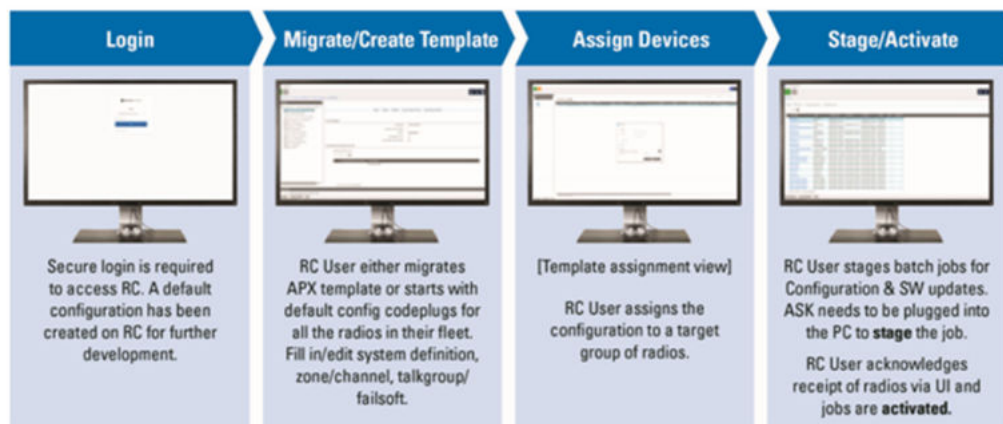


Figure 1: APX N70 Provisioning via Radio Central

APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



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- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

ACCIDENTAL DAMAGE (OPTIONAL)

An add-on to Hardware Repair, Accidental Damage provides repair coverage for internal and external device components damaged due to accidents or that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions hardware purchase. This offer reduces unexpected expenses relating to the repair of the device.

Accidental Damage coverage includes all Hardware Repair services, and expands coverage to include Accidental Damage. Examples of items included under Accidental Damage Coverage are:



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- Electrical repair for components that are not working in accordance with published specifications
- Electrical repair for failures caused by accidental water damage.
- Electrical repair for accidental internal damage.
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken displays.
- Replacement of accidentally cracked or broken or missing keypads/buttons.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version. The Customer may need to downgrade the firmware on the replacement device.

Added Motorola Solutions Responsibilities for Accidental Damage

- Repair or replace accidentally damaged device, as determined by Motorola Solutions.

Limitations and Exclusions

In addition to applicable Limitations and Exclusions for Hardware Repair, Accidental Damage limits or excludes the following:

- There is a limit of one device repair per device/per contract year with Accidental Damage coverage. This exclusion does not apply to repairs to malfunctioning components. Motorola Solutions will repair malfunctioning components covered by the standard Hardware Repair service as needed.
- Where ongoing "accidental damage" is deemed by Motorola Solutions to be excessive, systemic or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness, or reckless use.
- Accidental Damage is quoted on a per-unit basis, is prepaid, non-cancellable, and non-refundable for the purchased service term.

DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES



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- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.



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- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



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Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

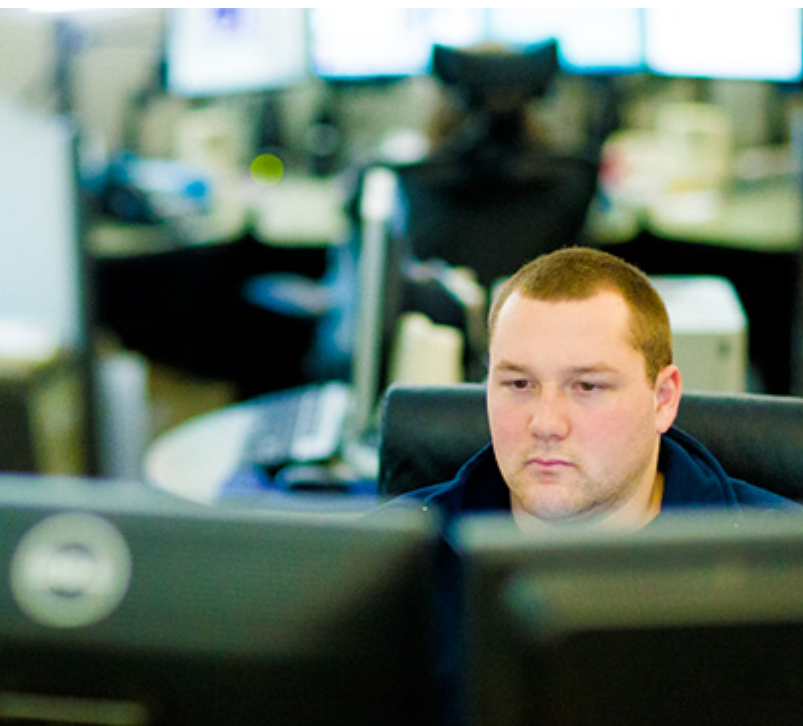
Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



COLLEGE STATION, CITY OF

Public Works Replacement Radios
11/12/2025

11/12/2025

COLLEGE STATION, CITY OF
PO BOX 9973
COLLEGE STATION, TX 77842

RE: Motorola Quote for Public Works Replacement Radios

Dear ,

Motorola Solutions is pleased to present COLLEGE STATION, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide COLLEGE STATION, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kris Kram at kkram@texascom.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kris Kram

Motorola Solutions Manufacturer's Representative

Billing Address:
COLLEGE STATION, CITY OF
PO BOX 9973
COLLEGE STATION, TX 77842
US

Quote Date:11/12/2025
Expiration Date:01/11/2026
Quote Created By:
Kris Kram
kkram@texascom.com

End Customer:
COLLEGE STATION, CITY OF

Contract: (TXWARN 2025) HGAC
RA05-21
AGREEMENT: STATE OF TEXAS

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N50	APX N50					
1	H25UCF9PW6AN	PORTABLE RADIO APX N50 7/800 MODEL 2	41		\$3,496.00	\$1,992.72	\$81,701.52
1a	QA02756AB	SOFTWARE LICENSE ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	41		\$1,848.00	\$1,053.36	\$43,187.76
1b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	41		\$118.00	\$67.26	\$2,757.66
1c	QA00580BA	ADD: TDMA OPERATION	41		\$530.00	\$302.10	\$12,386.10
1d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	41		\$0.00	\$0.00	\$0.00
1e	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	41		\$118.00	\$67.26	\$2,757.66
1f	QA09113AA	ADD: BASELINE RELEASE SW	41		\$0.00	\$0.00	\$0.00
1g	QA08853AA	ADD: CPS ENABLEMENT	41		\$0.00	\$0.00	\$0.00
2	PMNN4813B	PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 2850T	41		\$196.35	\$147.26	\$6,037.66
3	LSV01S03085A	APX N50/30 DMS ESSENTIAL W ACC DMG	41	3 YEARS	\$307.44	\$307.44	\$12,605.04



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N30	APX N30					
4	H15UCF9PW6AN	PORTABLE RADIO APX N30 7/800 MODEL 2	183		\$2,635.00	\$1,515.13	\$277,268.79
4a	QA00580BA	ADD: TDMA OPERATION	183		\$530.00	\$304.75	\$55,769.25
4b	QA02756AB	SOFTWARE LICENSE ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	183		\$1,848.00	\$1,062.60	\$194,455.80
4c	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	183		\$118.00	\$67.85	\$12,416.55
4d	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	183		\$118.00	\$67.85	\$12,416.55
4e	QA09113AA	ADD: BASELINE RELEASE SW	183		\$0.00	\$0.00	\$0.00
4f	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	183		\$0.00	\$0.00	\$0.00
4g	QA08853AA	ADD: CPS ENABLEMENT	183		\$0.00	\$0.00	\$0.00
5	PMNN4813B	PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 2850T	183		\$196.35	\$147.26	\$26,948.58
6	LSV01S03085A	APX N50/30 DMS ESSENTIAL W ACC DMG	183	3 YEARS	\$307.44	\$307.44	\$56,261.52
7	PMPN4820B	CHR DESKTOP SINGLE UNIT IMPRES 2 EXT PS US/NA	224		\$91.71	\$68.78	\$15,406.72
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
8	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	3		\$3,764.00	\$2,164.30	\$6,492.90
8a	G90AC	ADD: NO MICROPHONE NEEDED APX	3		\$0.00	\$0.00	\$0.00
8b	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	3		\$118.00	\$67.85	\$203.55
8c	GA00580AA	ADD: TDMA OPERATION	3		\$530.00	\$304.75	\$914.25
8d	G66BJ	ADD: DASH MOUNT E5 APXM	3		\$148.00	\$85.10	\$255.30
8e	GA00249AE	ADD: 3Y ESSENTIAL ACCIDENTAL DAMAGE	3		\$402.00	\$402.00	\$1,206.00



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
8f	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	3		\$1,412.00	\$811.90	\$2,435.70
8g	G142AD	ADD: NO SPEAKER APX	3		\$0.00	\$0.00	\$0.00
8h	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	3		\$0.00	\$0.00	\$0.00
8i	G89AC	ADD: NO RF ANTENNA NEEDED	3		\$0.00	\$0.00	\$0.00
8j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3		\$0.00	\$0.00	\$0.00
8k	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	3		\$607.00	\$349.03	\$1,047.09
8l	GA01767AG	ADD: RADIO AUTHENTICATION	3		\$118.00	\$67.85	\$203.55
8m	GA01670AA	ADD: APX E5 CONTROL HEAD	3		\$767.00	\$441.03	\$1,323.09
8n	QA09113AB	ADD: BASELINE RELEASE SW	3		\$0.00	\$0.00	\$0.00
8o	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	3		\$0.00	\$0.00	\$0.00
8p	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	3		\$353.00	\$202.98	\$608.94
9	RMN5070A	MOBILE ACCESSORIES DESKTOP MICROPHONE	3		\$198.76	\$159.01	\$477.03
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
10	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	2		\$3,764.00	\$2,164.30	\$4,328.60
10a	W665BF	ADD: BASE STATION OP APX	2		\$82.00	\$47.15	\$94.30
10b	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	2		\$118.00	\$67.85	\$135.70
10c	G91AF	ADD: CNTRL STATION PWR SUPPLY	2		\$317.00	\$182.28	\$364.56
10d	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	2		\$0.00	\$0.00	\$0.00



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
10e	GA00580AA	ADD: TDMA OPERATION	2		\$530.00	\$304.75	\$609.50
10f	G66BJ	ADD: DASH MOUNT E5 APXM	2		\$148.00	\$85.10	\$170.20
10g	GA00249AE	ADD: 3Y ESSENTIAL ACCIDENTAL DAMAGE	2		\$402.00	\$402.00	\$804.00
10h	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	2		\$1,412.00	\$811.90	\$1,623.80
10i	G142AD	ADD: NO SPEAKER APX	2		\$0.00	\$0.00	\$0.00
10j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2		\$0.00	\$0.00	\$0.00
10k	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	2		\$607.00	\$349.03	\$698.06
10l	GA01767AG	ADD: RADIO AUTHENTICATION	2		\$118.00	\$67.85	\$135.70
10m	GA01670AA	ADD: APX E5 CONTROL HEAD	2		\$767.00	\$441.03	\$882.06
10n	QA09113AB	ADD: BASELINE RELEASE SW	2		\$0.00	\$0.00	\$0.00
10o	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	2		\$0.00	\$0.00	\$0.00
10p	W382AM	ADD: CONTROL STATION DESK GCAI MIC	2		\$199.00	\$114.43	\$228.86
10q	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	2		\$50.00	\$28.75	\$57.50
10r	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	2		\$353.00	\$202.98	\$405.96

Grand Total **\$838,083.36(USD)**

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

"Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1g	QA08853AA	TEMAILAR = aszymanski@cstx.gov,SYSTEMID = 01A7
4g	QA08853AA	TEMAILAR = aszymanski@cstx.gov,SYSTEMID = 01A7



APX N30 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N30 offers affordable, next generation communications without compromising P25 interoperability or voice and data quality. It has a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N30 enhances operations with a front display with an upgraded user interface for better readability and loud and clear audio for reliable, everyday use. Additionally, the N30 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ViQi Voice Command

To prevent first responders from losing focus while events unfold, ViQi Voice Control allows users to operate their device with customized voice commands. First responders can switch between preset channels and zones, adjust volume, and change audio profiles by pressing the preprogrammed ViQi button and speaking into the microphone.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N30 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. All P25 communications over the N30 are safe and secure—it offers software encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

RELIABLE CONNECTIVITY

Using the APX N30 lets first responders stay connected across disparate networks. It can be equipped with Wi-Fi®, Bluetooth®, GPS, and Geofence features, bringing future-ready applications, services, and best-in-class connectivity to everyday use. APX N30 radios support 7/800 MHz frequency bands across radio systems, with minimal intervention by the radio user.



MANAGING AND PROVISIONING DEVICES

APX N50 can be programmed in two ways: one-at-a-time through Customer Programming Service (“CPS”) or through a combination of CPS and batch programming over Wi-Fi available with the radio management (“RM”) software.

CPS is a proprietary, Windows-based application, used to configure APX subscriber radios in offline situations that include provisioning, networking, and monitoring tools that provide greater awareness and faster radio management. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read and edited, and codeplugs and templates can be saved and duplicated to program other fleet radios.



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Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N50 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.



APX N50 Portable Radio Solution Description

OVERVIEW

The APX N50 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N50 enhances operations with a front display with an upgraded user interface for better readability and loud and clear audio for reliable, everyday use. Additionally, it offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

Adaptive Audio

For first responders in loud environments, the APX N50 offers adaptive audio that enhances voice quality and minimizes background noise. The APX N50 includes two High Dynamic Range (HDR) microphones with high overload point pickup that reproduces voice with clarity and reduces audio clipping and distortion, even when shouting. The radio has custom speakers that use noise cancellation technology to amplify loud and clear audio, and help make every syllable intelligible.

An enhanced audio engine dynamically adjusts the N50 in any environment by using algorithms to filter out unpredictable background noise and wind while using multiple microphones to track voice from every angle, allowing first responders to speak into the radio without compromising voice quality. Additional environmentally aware audio features receive volume leveling and noise sensing volume control—the radio will automatically adjust for loud or soft talkers and the changing ambient noise levels. These features allow first responders to keep their eyes forward and remain focused on situations as they unfold.

Essential and Secure P25 Communications

The APX N50 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. All P25 communications over the N50 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N50 lets first responders stay connected across disparate networks. It is equipped with Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday use. APX N50 radios support 7/800 MHz frequency bands across radio systems, with minimal intervention by the radio user.



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SmartConnect over Wi-Fi

SmartConnect is a subscription service that allows first responders to access critical intelligence no matter where the mission takes them. When P25 networks are unavailable, the APX N50 will maintain functionality and voice quality by automatically switching to an available broadband network, enabling connectivity outside of radio system coverage. Voice information and signals between radios and control are encrypted, ensuring that all transmissions are secure.

The APX N50 can use SmartConnect when directly connected to Wi-Fi hotspots, through an in-vehicle LTE modem, or over a satellite connection. Additionally, the radio will indicate to users when SmartConnect is active by displaying a blue bar on-screen.

Managing and Provisioning Devices

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APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



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- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

ACCIDENTAL DAMAGE (OPTIONAL)

An add-on to Hardware Repair, Accidental Damage provides repair coverage for internal and external device components damaged due to accidents or that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions hardware purchase. This offer reduces unexpected expenses relating to the repair of the device.

Accidental Damage coverage includes all Hardware Repair services, and expands coverage to include Accidental Damage. Examples of items included under Accidental Damage Coverage are:

- Electrical repair for components that are not working in accordance with published specifications



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- Electrical repair for failures caused by accidental water damage.
- Electrical repair for accidental internal damage.
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken displays.
- Replacement of accidentally cracked or broken or missing keypads/buttons.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version. The Customer may need to downgrade the firmware on the replacement device.

Added Motorola Solutions Responsibilities for Accidental Damage

- Repair or replace accidentally damaged device, as determined by Motorola Solutions.

Limitations and Exclusions

In addition to applicable Limitations and Exclusions for Hardware Repair, Accidental Damage limits or excludes the following:

- There is a limit of one device repair per device/per contract year with Accidental Damage coverage. This exclusion does not apply to repairs to malfunctioning components. Motorola Solutions will repair malfunctioning components covered by the standard Hardware Repair service as needed.
- Where ongoing "accidental damage" is deemed by Motorola Solutions to be excessive, systemic or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness, or reckless use.
- Accidental Damage is quoted on a per-unit basis, is prepaid, non-cancellable, and non-refundable for the purchased service term.

DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.



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- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.



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- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



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Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

QUOTE-3356356**City of College Station**

Billing Address: PO BOX 9973, College Station, Texas 77842

Quote Date: 10/23/2025
Quote Expiration Date: 11/23/2025
Quote Created By: Jeffrey Bauman
jeffrey.bauman@motorolasolutions.com

Customer: City of College Station

Customer #: 1012500064
Contract Number:
Contract Modifier:
Contract Start Date: 11/01/2025
Contract End Date: 10/31/2026
Payment Cycle: IMMEDIATE
PO#:

Line #	Item Number	Description	Quantity	Term	List Price	Sale Price	Ext. Sale Price
1	SSV01S01476A	SmartLocate	5	12 MONTHS	\$144.00	\$75.00	\$375.00
2	SSV01S01907A	SmartMapping	5	12 MONTHS	\$144.00	\$75.00	\$375.00

APX NEXT: 5

022CBD1132
022CBD1133
022CBD1134
022CBD1135
022CBD1136

Net Total \$750.00
Estimated Tax \$0.00
Estimated Freight \$0.00
Grand Total \$750.00

Motorola's quote (Quote Number: 3356356 Dated: **10/23/2025**) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Purchase Terms and Conditions govern the purchase of the Products. THE PURCHASE OF SUBSCRIPTION SERVICES REQUIRES MONTHLY OR ANNUAL PAYMENTS AND SUCH SERVICES ARE GOVERNED BY THE MOTOROLA SUBSCRIPTION SERVICES TERMS WHICH ARE SUPPORTING MATERIALS USED TO AFFECT THE SALE OF THE SERVICE. Motorola's Standard Terms of Use, Purchase Terms and Conditions and Subscription Services terms can be found at <http://www.motorolasolutions.com/msi/omterms>.

December 11, 2025
Item No. 7.14.
Baseball Design - Survey and Geotech

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a Design Contract with Pendulum Studio, in the amount of \$116,950 for survey and geotechnical work related to the Baseball Field at Midtown Project.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The proposed project encompasses survey and geotechnical services on property owned by the City of College Station in the Midtown area. The survey work is intended to evaluate available space and confirm capacity for future expansion of the former Veterans Park Championship Stadium at a new location. The geotechnical work will assess subsurface conditions to ensure adequate structural support for the facility. City staff has requested Pendulum to prepare this proposal, recognizing Pendulum's role as the original design team for the former Veterans Park Championship Stadium.

Budget & Financial Summary: At the Council's direction, the budget for the Midtown Baseball Project is being added on FY26 Budget Amendment #1. Simultaneously, the budget for the Veterans' Park project will be eliminated.

Attachments:

1. Baseball at Midtown Park Predevelopment Study - Survey and Geotech Proposal
2. Baseball at Midtown Design Contract - 26300199 - Vendor Signed

November 25, 2025

Mr. Rusty Warncke
Project Manager
Capital Projects
City of College Station
P.O. Box 9960
College Station, TX
77842

Re: Midtown Park Pre Development Study/ Site Due Diligence

Dear Mr. Warncke,

Thank you for the opportunity to propose predevelopment design and site due diligence services associated with the proposed Championship Stadium (the "Project"), located in College Station, TX at 4321 SH-6 S as described herein (the "Services"). This letter shall serve as a formal letter agreement (the "Agreement") between Pendulum Studio LLC ("Pendulum" or "Design Consultant"), and the City of College Station, TX ("Developer") in connection with the Services.

1. Definition of Terms

Owner:	City of College Station, TX
Designer:	Pendulum Studio LLC

2. Project Description

It is our understanding that the City of College Station, TX would like to study the feasibility of developing a right sized baseball facility on City owned parcels of land in a format/program similar to the previous Veterans Park Baseball Fields project (with potential to expand). The stated goal for the development is to host games, sports tournaments, and events. The budget for the development is yet to be determined however the programming may include the following components:

Ballpark

- Approximately 1,500 ticketed seats that may include:
 - Fixed seating
 - ADA compliant seating locations
 - Patio/group seating
 - etc.
- Patron hospitality & support infrastructure - i.e. toilets, fan assistance, first aid, etc.
- Ticket booth
- Field lighting system (LED/HID TBD)
- Player support facilities
- Umpire support facilities
- Retail/merchandising
- Press accommodations
- Public address & entertainment infrastructure
 - Scoreboard & control room

Sports Fields

- Artificial turf playing surface
- Baseball regulation field dimensions 325, 400, 325

Parking

- Quantity and type TBD :
 - Parking accommodations for all development programming mentioned above

3. Services

PHASE 01 PREDEVELOPMENT/CONCEPT DESIGN

Pendulum shall Assist with the establishment of overall design objectives, limitations and criteria with the goal of test fitting the program on the proposed site.

- Coordinate with the City of College Station on establishing existing conditions
- Utilize existing documents (provided by Developer) to establish a design baseline of existing conditions using CAD/REVIT software.

Programming

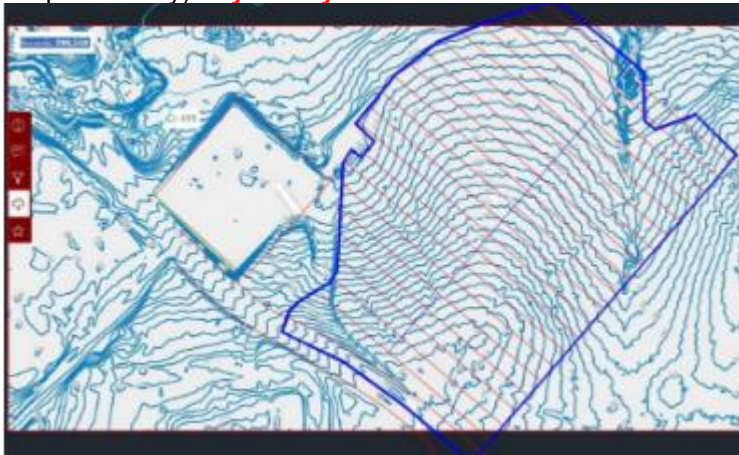
- Collaborate with Pendulum consultants (Survey, Geotechnical)
- Development of initial approximate gross facility area and space requirement
- Preliminary identification of special equipment and systems.
- Development of preliminary floor plans based on program.
- Development of preliminary building sections.
- Development of 3D model to illustrate design concept.
- Review design concepts with City of College Station for preliminary approval.
- Generate marketing images (Five (5) high resolution press images)
- Generate architectural narrative/design summary

Notice to Proceed: Immediately Upon Execution of this Agreement
Anticipated Schedule: Eight (8) Weeks

Deliverables

At the completion of the above listed services Pendulum shall provide the Owner with the following:

- Topographic Site Survey (assume approx. 17.5 acres with roadway projection of Corporate Way) - **by Kimley-Horn**



- Preliminary Subsurface Exploration and Geotechnical Engineering - **by ECS**
- Recommendations for site orientation and development options - **by Pendulum**
- Preliminary concept plans and sketches - **by Pendulum**
- Five (5) marketing/sales images (high resolution press quality) - **by Pendulum**

Pendulum : 1512 Holmes Street : Kansas City, MO 64108 : T : 816 335-3030 : F : 816 335-3040

4. Compensation and Reimbursable Expenses

For all of the Services described in this Agreement, Pendulum proposed the following compensation:

\$106,950 (One Hundred and Six Thousand Nine Hundred Fifty Dollars and Zero Cent).

Provided that the conditions described herein for payment of an Additional Services do not apply.

Expenses incurred in the performance of the design services described herein shall be reimbursable at the actual and reasonable cost incurred by Pendulum Studio IN ADDITION TO THE PROPOSED BASE FEE, **WITHOUT** markup, and will include the following:

- Delivery Service and shipping (if required)
- Reprographics - plotting & printing of documentation/presentation
- Project related air travel (economy)
- Project related lodging
- Project related car rental
- Travel meals & sustenance

Invoices for services rendered shall be billed monthly up to the agreed-upon fees. Pendulum Studio's invoices will be accompanied by sufficient supporting documentation as reasonably requested by the client. All undisputed amounts properly

invoiced by Pendulum Studio will be paid within thirty (30) days following Owner's receipt of such invoice, with interest at a rate of 1.5% per month applicable to such amounts that are not paid when due.

5. Owner Required Information

Owner/Developer shall provide all reasonably requested site information including but not limited to the following:

- Existing Site Plans

6. Additional Services

- A. Unless otherwise agreed upon by the parties pursuant to a new or separate contract, Additional Services beyond the scope of this Agreement and agreed upon by the Owner will be provided at the standard hourly rate listed below:

Principal In Charge:	\$325/hr
Project Manager:	\$225/hr
Project Architect:	\$210/hr
Revit Technician:	\$115/hr
Clerical:	\$70/hr

- B. Additional Services shall apply when the Design Consultant, having begun the services described in this proposal, is required to increase scope or length of services due to significant delays or modifications to the original project schedule.
- C. Architectural Animations shall be considered an Additional Service upon Owner request - at the following rate:

Rendered Animation \$5,000 per rendered minute
Additional Still Images: \$1,200 Each

7. Exclusions

The following services have been excluded from the scope of this Agreement:

- Traffic Studies
- Environmental Analysis
- Economic Impact Analysis

8. Lead Designer

Pendulum Studio designates Jonathan O'Neil Cole as its Lead Designer in providing the Services hereunder. The Lead Architect shall be responsible for coordinating, scheduling and supervising the performance of the Services through completion of the same and shall be the person responsible for communicating on behalf of Pendulum Studio, with Owner, the Other Contractors, and other persons or entities involved with the Project. The Lead Designer shall not be changed without the prior approval of Owner, which approval Owner may withhold at its sole discretion.

9. Cooperation

Pendulum Studio agrees to cooperate and coordinate with Owner and its affiliates, and all project managers, engineers, contractors, subcontractors and other consultants retained by Owner or their respective agent(s) or affiliates in connection with the Project (hereafter the "Other Contractors"). The Services provided under this Agreement shall be performed with Pendulum Studio's best skill and judgment and consistent with the standards of professional skill, care and diligence applicable to a skilled architect performing similar services for similar projects. Owner agrees to reasonably cooperate and coordinate with Pendulum Studio, and respond promptly to Pendulum Studio's reasonable requests for information and approvals.

10. Work Product

All drawings, plans, specifications, renderings and models and other work provided by or to Pendulum Studio in connection with the Project (collectively referred to herein as "Drawings") shall be the sole property of the Pendulum, whether the Project is executed or not, and shall not be used by any person other than Owner on projects other than the Project unless expressly authorized in writing by Pendulum.

11. Confidentiality

This Agreement, the Services provided by Pendulum Studio pursuant hereto, and all materials and documents prepared by or provided to Pendulum Studio hereunder contain material that is confidential to Owner (collectively, "Confidential Information"). Pendulum Studio will not disclose any of the Confidential Information to any third party without the prior written consent of Owner. Notwithstanding the foregoing, Pendulum Studio may, without the necessity of obtaining Owner's consent, disclose Confidential Information to its employees, consultants, sub-consultants and other third parties to the extent reasonably necessary or practical for Pendulum Studio to provide the Services hereunder or to the extent that they have a need to know such information, provided that each of whom agrees to maintain the confidentiality thereof. The provisions of this section shall survive the termination of this Agreement.

12. A. Media

Pendulum Studio shall refer all media inquiries regarding the Project to Owner and shall refrain from speaking to members of the media about the Project without Owner's prior instruction.

11. Compliance With Laws

In connection with the Services to be provided hereunder, Pendulum Studio will (1) comply with all applicable federal, state and local laws, and (2) perform the Services in an expeditious and economical manner consistent with the best interests of Owner. The Services shall be performed and completed (a) in accordance with all applicable federal, state and local laws, statutes, rules, regulations, ordinances, codes, and licenses required or issued by any applicable governmental

Pendulum : 1512 Holmes Street : Kansas City, MO 64108 : T : 816 335-3030 : F : 816 335-3040

authority, and (b) to the reasonable satisfaction of Owner. All of Pendulum Studio's personnel assigned to provide Services to Owner hereunder shall be qualified to perform such Services, and Pendulum Studio shall obtain and maintain all governmental and other licenses, permits and approvals necessary to provide the Services hereunder.

12. Indemnity

Each party agrees to indemnify the other, its affiliates and their respective officers, directors, contractors, licensees, employees, agents and representatives from and against any and all claims, causes of action, losses, damages and liabilities arising out of or relating to such party's breach of its obligations hereunder or the negligence or willful misconduct of such party or any of its consultants or sub-consultants in connection with the performance of the Services under this Agreement. Pendulum Studio agrees to indemnify Owner for any and all claims that the Work Product infringes the intellectual property rights of any third party, and for any modifications to the underlying as-built CAD drawings of provided to Pendulum Studio. The provisions of this section shall survive the termination of this Agreement.

13. Insurance

Pendulum Studio shall maintain during this Agreement the following insurance covering Pendulum Studio and all of the Services and its other activities: (i) Comprehensive Automobile Liability Insurance, on all vehicles used in connection with the Project, with combined single limit of \$100,000; (ii) Professional Liability Insurance, in the amount of not less than \$100,000 per occurrence and \$200,000 aggregate; and (iii) Commercial General Liability Insurance, in the amount of not less than \$500,000 per occurrence and \$1,000,000 aggregate for bodily injury, death, property damage, and personal and advertising injury. Such General Liability policy shall be written on an occurrence basis and shall include products/completed operations coverage. Owner shall be named as an additional insured on the Auto and General Liability insurance coverage carried by Pendulum Studio. Upon execution hereof and any renewals of the insurance required hereunder, Pendulum Studio shall furnish to Owner a certificate evidencing the insurance required. The Professional Liability insurance shall remain in effect for claims made at least two years after final completion of all Services.

14. Termination

- A. Owner may, for any reason, terminate this Agreement with a seven-day in advance written notification.
- B. Pendulum Studio may suspend service or terminate this Agreement in the event that Owner breaches this Agreement, and such breach is not cured within thirty days after written notice from Pendulum Studio.
- C. If termination of this Agreement occurs for any reason, fees and reimbursable expenses for Services provided up to the date of termination shall be paid upon such termination.

15. Binding Agreement; Assignment

This Agreement shall be binding upon Owner and Pendulum Studio, and their respective heirs, successors, executors and administrators. At all times hereunder, Pendulum Studio shall be an independent contractor, and nothing herein shall be construed as creating any relation of principal and agent, partnership or joint venture between the parties. Pendulum Studio shall not have the power to assign this Agreement without the prior written consent of Owner. Any purported assignment without the prior written consent of Owner shall be void. No assignment shall relieve Pendulum Studio from any obligations herein unless expressly stated in the assignment and approved in writing by Owner. Owner may assign any of its rights or obligations under this Agreement upon written notice to Pendulum Studio.

16. Miscellaneous

This Agreement constitutes the entire agreement between the parties relating to the subject

Pendulum : 1512 Holmes Street : Kansas City, MO 64108 : T : 816 335-3030 : F : 816 335-3040

matter hereof and all previous agreements, discussions, communications and correspondence are superseded by the execution hereof. This Agreement shall be construed and interpreted under the laws of the State of Missouri, without reference to its conflicts of laws principles. In the event of any dispute between Owner and Pendulum Studio relating to or arising out of this Agreement, the prevailing party shall recover its reasonable attorney fees and other costs from the non-prevailing party, in addition to any damages to which the prevailing party may be entitled.

If this Agreement meets with your approval please sign where indicated below and return a copy to our office. This will be indication of our formal notice to proceed.

Sincerely,

Pendulum Studio LLC

By: _____

Jonathan O'Neil Cole, AIA, NCARB, NOMA
Principal/Owner

Agreed and Accepted:

City of College Station, TX

By: _____
Authorizing Signature



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300199 PROJECT #: PK2502 BID/RFP/RFQ#: _____

Project Name / Contract Description: Survey and Geo-technical work at Midtown

Name of Contractor: Pendulum Studio, LLC

CONTRACT TOTAL VALUE: \$ 116,950.00 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)

PK2502 / 41389971-6561

\$106,950.00 for service and 10,000 for reimbursable expenses as listed in proposal.

(If required)*

CRC Approval Date*: _____ Council Approval Date*: 12/11/25 Agenda Item No*: _____

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

Insurance Certificates: DDV Performance Bond: n/a Payment Bond: n/a Info Tech: n/a

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain 12/2/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

n/a

MAYOR (if applicable) DATE

n/a

CITY SECRETARY (if applicable) DATE

City of College Station
Architects & Engineering Professional Services Contract
(without construction)

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and **Pendulum Studio, LLC.**, a Limited Liability 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”):

Survey and Geo-technical work at Midtown

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 the following:

One Hundred Sixteen Thousand Nine Hundred Fifty and NO /100 Dollars
(\$ 116,950.00).

ARTICLE III
Time of Performance

3.01 The Consultant shall complete the professional services within the time(s) set forth in Sections 3.02 and 3.03. 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. 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.

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

Completion of these services is 8 weeks from notice to proceed.

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, if applicable. The time limits established by this schedule over which Consultant has absolute control shall not be exceeded without written approval from the City. 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 owned 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 subcontractors under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, data accumulation and analysis and any other services normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense subcontractors necessary for the performance of the Project, and such subcontractors 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 all matters relating to Consultant's performance of services on the Project, including accumulation of data, data analysis and site visits as necessary and appropriate. Consultant shall be responsible for the completeness and accuracy of all work submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes.

ARTICLE IV Performance of Work

4.01 Upon the Consultant's receipt of a letter of authorization from the City to commence its services, the Consultant shall meet with the City for the purpose of determining the nature of the Project which may include, but is not necessarily limited to coordinating Project goals, schedules, and deadlines; coordinating data collection; briefing City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports; and preparing the final report to the City.

The Consultant shall inquire in writing as to the information 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 the availability, accumulation and analysis of data, tests, reports, site evaluations, surveys, comparisons with other municipal projects, review of budgetary constraints and other investigations necessary for the Project.

4.03 The Consultant shall perform in a manner that contemplates compliance with all applicable laws, statutes, ordinances, codes and regulations.

4.04 Upon City's request, the Consultant shall meet with City staff, the City Council and/or other City boards and commissions to make a presentation of its services on the Project.

4.05 Consultant's performance of services shall include evaluations of the City's project budget, including preliminary and detailed cost estimates.

4.06 Consultant shall keep the City informed of the progress of the services and shall guard against any defects or deficiencies in its services.

4.07 Any and all drawings, specifications and other documents prepared, furnished, or both prepared and furnished by or through Consultant pursuant to this Contract shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, 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.

- (a)** 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.
- (b)** 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 section 4.07 of the Contract.

ARTICLE V

Additional Obligations of Consultant

5.01 The City may use documents prepared by Consultant for future projects. The City may elect to use the Consultant to perform such future project; however, if the City elects to use a different professional to perform such future project, that professional will be entitled to use, to the extent allowed by law, the Work Product, including the methodology, analysis or calculations used in performing the work hereunder. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The provisions of this section shall survive termination of this Contract.

5.02 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.

5.03 The Consultant may use portions of the Work Product relating to this Project on other projects, but Project work shall not be used as a whole without prior written authorization by the City. The Consultant shall not use City-furnished forms, conditions, and other documents on other projects.

ARTICLE VI

Change Orders, Documents & Materials

6.01 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, and the Scope of Services shall not be modified except 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.

6.02 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.

6.03 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.

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

ARTICLE VII Warranty, Indemnification & Release

7.01 As an experienced and qualified 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 services performed for the Project and the Work Product generated, including studies, reports, analyses, calculations, the designation or recommendation 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 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 work prepared by the Consultant, its employees, associates, agents, or subcontractors.

7.02 The Consultant shall promptly correct any defective Work Product, including any errors or deficiencies, 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.

7.03 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.

7.04 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 performing work on the Project including during any site visits. 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.

7.05 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 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)** *(this section intentionally left blank)*
- (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 7.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnifications other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.06 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.

7.07 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 7.05 and 7.06, 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 VIII

Insurance

8.01 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 below:

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

8.02 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.

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

approved by the City before any letter of authorization to commence project will issue or any work on the Project commences.

8.04 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 except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

8.05 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.

8.06 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.

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

- (a) Employer's Liability limits of \$1,000,000 for each accident is required.
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- (c) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

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

ARTICLE IX Termination

9.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Consultant, in writing, who shall cease work immediately. Consultant shall be compensated for the services performed. In the event the City terminates this Contract for convenience, the City shall pay Consultant for the services performed and expenses incurred prior to the date of termination.

9.02 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City 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 X

Miscellaneous Terms

10.01 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.

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

City of College Station

Attn: Rusty Warncke

P.O. Box 9960

College Station, Texas 77842

Consultant:

Pendulum Studio, LLC

Attn: Jonathan O'Neil Cole

1512 Holmes Street

Kansas City MO, 64108

10.03 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.

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

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

10.06 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.

10.07 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.

10.08 The Consultant, its agents, employees, and subcontractors 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.

10.09 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.

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

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

10.12 Verification no Boycott. To the extent applicable, this Contract is subject to the following:

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

- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Consultant herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

10.13 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 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 Terms
- C. Certificates of Insurance

PENDULUM STUDIO, LLC

By: Jonathan O'Neil Cole
Printed Name: Jonathan O'Neil Cole
Title: Managing Member
Date: 12/2/2025

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

Exhibit A
Scope of Services

See attached

November 25, 2025

Mr. Rusty Warncke
Project Manager
Capital Projects
City of College Station
P.O. Box 9960
College Station, TX
77842

Re: Midtown Park Pre Development Study/ Site Due Diligence

Dear Mr. Warncke,

Thank you for the opportunity to propose predevelopment design and site due diligence services associated with the proposed Championship Stadium (the "Project"), located in College Station, TX at 4321 SH-6 S as described herein (the "Services"). This letter shall serve as a formal letter agreement (the "Agreement") between Pendulum Studio LLC ("Pendulum" or "Design Consultant"), and the City of College Station, TX ("Developer") in connection with the Services.

1. Definition of Terms

Owner:	City of College Station, TX
Designer:	Pendulum Studio LLC

2. Project Description

It is our understanding that the City of College Station, TX would like to study the feasibility of developing a right sized baseball facility on City owned parcels of land in a format/program similar to the previous Veterans Park Baseball Fields project (with potential to expand). The stated goal for the development is to host games, sports tournaments, and events. The budget for the development is yet to be determined however the programming may include the following components:

Ballpark

- Approximately 1,500 ticketed seats that may include:
 - Fixed seating
 - ADA compliant seating locations
 - Patio/group seating
 - etc.
- Patron hospitality & support infrastructure - i.e. toilets, fan assistance, first aid, etc.
- Ticket booth
- Field lighting system (LED/HID TBD)
- Player support facilities
- Umpire support facilities
- Retail/merchandising
- Press accommodations
- Public address & entertainment infrastructure
 - Scoreboard & control room

Sports Fields

- Artificial turf playing surface
- Baseball regulation field dimensions 325, 400, 325

Parking

- Quantity and type TBD :
 - Parking accommodations for all development programming mentioned above

3. Services

PHASE 01 PREDEVELOPMENT/CONCEPT DESIGN

Pendulum shall Assist with the establishment of overall design objectives, limitations and criteria with the goal of test fitting the program on the proposed site.

- Coordinate with the City of College Station on establishing existing conditions
- Utilize existing documents (provided by Developer) to establish a design baseline of existing conditions using CAD/REVIT software.

Programming

- Collaborate with Pendulum consultants (Survey, Geotechnical)
- Development of initial approximate gross facility area and space requirement
- Preliminary identification of special equipment and systems.
- Development of preliminary floor plans based on program.
- Development of preliminary building sections.
- Development of 3D model to illustrate design concept.
- Review design concepts with City of College Station for preliminary approval.
- Generate marketing images (Five (5) high resolution press images)
- Generate architectural narrative/design summary

Notice to Proceed: Immediately Upon Execution of this Agreement
Anticipated Schedule: Eight (8) Weeks

Deliverables

At the completion of the above listed services Pendulum shall provide the Owner with the following:

- Topographic Site Survey (assume approx. 17.5 acres with roadway projection of Corporate Way) - **by Kimley-Horn**



- Preliminary Subsurface Exploration and Geotechnical Engineering - **by ECS**
- Recommendations for site orientation and development options - **by Pendulum**
- Preliminary concept plans and sketches - **by Pendulum**
- Five (5) marketing/sales images (high resolution press quality) - **by Pendulum**

Pendulum : 1512 Holmes Street : Kansas City, MO 64108 : T : 816 335-3030 : F : 816 335-3040

4. Compensation and Reimbursable Expenses

For all of the Services described in this Agreement, Pendulum proposed the following compensation:

\$106,950 (One Hundred and Six Thousand Nine Hundred Fifty Dollars and Zero Cent).

Provided that the conditions described herein for payment of an Additional Services do not apply.

Expenses incurred in the performance of the design services described herein shall be reimbursable at the actual and reasonable cost incurred by Pendulum Studio IN ADDITION TO THE PROPOSED BASE FEE, **WITHOUT** markup, and will include the following:

- Delivery Service and shipping (if required)
- Reprographics - plotting & printing of documentation/presentation
- Project related air travel (economy)
- Project related lodging
- Project related car rental
- Travel meals & sustenance

Invoices for services rendered shall be billed monthly up to the agreed-upon fees. Pendulum Studio's invoices will be accompanied by sufficient supporting documentation as reasonably requested by the client. All undisputed amounts properly

invoiced by Pendulum Studio will be paid within thirty (30) days following Owner's receipt of such invoice, with interest at a rate of 1.5% per month applicable to such amounts that are not paid when due.

5. Owner Required Information

Owner/Developer shall provide all reasonably requested site information including but not limited to the following:

- Existing Site Plans

6. Additional Services

- A. Unless otherwise agreed upon by the parties pursuant to a new or separate contract, Additional Services beyond the scope of this Agreement and agreed upon by the Owner will be provided at the standard hourly rate listed below:

Principal In Charge:	\$325/hr
Project Manager:	\$225/hr
Project Architect:	\$210/hr
Revit Technician:	\$115/hr
Clerical:	\$70/hr

- B. Additional Services shall apply when the Design Consultant, having begun the services described in this proposal, is required to increase scope or length of services due to significant delays or modifications to the original project schedule.
- C. Architectural Animations shall be considered an Additional Service upon Owner request - at the following rate:

Rendered Animation \$5,000 per rendered minute
Additional Still Images: \$1,200 Each

7. Exclusions

The following services have been excluded from the scope of this Agreement:

- Traffic Studies
- Environmental Analysis
- Economic Impact Analysis

8. Lead Designer

Pendulum Studio designates Jonathan O'Neil Cole as its Lead Designer in providing the Services hereunder. The Lead Architect shall be responsible for coordinating, scheduling and supervising the performance of the Services through completion of the same and shall be the person responsible for communicating on behalf of Pendulum Studio, with Owner, the Other Contractors, and other persons or entities involved with the Project. The Lead Designer shall not be changed without the prior approval of Owner, which approval Owner may withhold at its sole discretion.

9. Cooperation

Pendulum Studio agrees to cooperate and coordinate with Owner and its affiliates, and all project managers, engineers, contractors, subcontractors and other consultants retained by Owner or their respective agent(s) or affiliates in connection with the Project (hereafter the "Other Contractors"). The Services provided under this Agreement shall be performed with Pendulum Studio's best skill and judgment and consistent with the standards of professional skill, care and diligence applicable to a skilled architect performing similar services for similar projects. Owner agrees to reasonably cooperate and coordinate with Pendulum Studio, and respond promptly to Pendulum Studio's reasonable requests for information and approvals.

10. Work Product

All drawings, plans, specifications, renderings and models and other work provided by or to Pendulum Studio in connection with the Project (collectively referred to herein as "Drawings") shall be the sole property of the Pendulum, whether the Project is executed or not, and shall not be used by any person other than Owner on projects other than the Project unless expressly authorized in writing by Pendulum.

11. Confidentiality

This Agreement, the Services provided by Pendulum Studio pursuant hereto, and all materials and documents prepared by or provided to Pendulum Studio hereunder contain material that is confidential to Owner (collectively, "Confidential Information"). Pendulum Studio will not disclose any of the Confidential Information to any third party without the prior written consent of Owner. Notwithstanding the foregoing, Pendulum Studio may, without the necessity of obtaining Owner's consent, disclose Confidential Information to its employees, consultants, sub-consultants and other third parties to the extent reasonably necessary or practical for Pendulum Studio to provide the Services hereunder or to the extent that they have a need to know such information, provided that each of whom agrees to maintain the confidentiality thereof. The provisions of this section shall survive the termination of this Agreement.

12. A. Media

Pendulum Studio shall refer all media inquiries regarding the Project to Owner and shall refrain from speaking to members of the media about the Project without Owner's prior instruction.

11. Compliance With Laws

In connection with the Services to be provided hereunder, Pendulum Studio will (1) comply with all applicable federal, state and local laws, and (2) perform the Services in an expeditious and economical manner consistent with the best interests of Owner. The Services shall be performed and completed (a) in accordance with all applicable federal, state and local laws, statutes, rules, regulations, ordinances, codes, and licenses required or issued by any applicable governmental

Pendulum : 1512 Holmes Street : Kansas City, MO 64108 : T : 816 335-3030 : F : 816 335-3040

authority, and (b) to the reasonable satisfaction of Owner. All of Pendulum Studio's personnel assigned to provide Services to Owner hereunder shall be qualified to perform such Services, and Pendulum Studio shall obtain and maintain all governmental and other licenses, permits and approvals necessary to provide the Services hereunder.

Exhibit B
Payment Terms

SELECT ONE:

Compensation is based on **actual** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$ 0.00 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 (\$ 116,950.00).



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.

-OR-



Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

Exhibit C
Certificate(s) of Insurance

Contract No. 26300199
A&E Professional Services without Construction
Form 05-04-2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2025

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd, Suite 230 Lafayette CA 94549	CONTACT NAME: Jessica Sharpe PHONE (A/C, No, Ext): 360-598-5010 E-MAIL: jessica.sharpe@assuredpartners.com FAX (A/C, No): 360-598-5010
License#: 6003745 12793	INSURER(S) AFFORDING COVERAGE INSURER A: Great Midwest Insurance Company INSURER B: KINSALE INSURANCE COMPANY INSURER C: The Travelers Indemnity Company of America INSURER D: Travelers Property Casualty Company of America INSURER E: INSURER F:
INSURED Pendulum Studio LLC and Pendulum Studio II LLC 1512 Holmes Street Kansas City MO 64108	NAIC # 18694 38920 25666 25674

COVERAGES**CERTIFICATE NUMBER:** 1707702944**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:	Y	Y	680B1759629	3/27/2025	3/27/2026	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 \$	
C	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	680B1759629	3/27/2025	3/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	CUPB1797161	3/27/2025	3/27/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
	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				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liab: Claims Made			AEGM000006305	1/30/2025	1/30/2026	\$2,000,000 Per Claim	\$2,000,000 Per Agg
B	Professional Liability Excess			01001993522	1/30/2025	1/30/2026	\$5,000,000 Per Claim	\$5,000,000 Per Agg

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

The certificate holder is an additional insured per the attached.
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.
The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability.
The City of College Station, its officers, officials, employees, agents, and volunteers are additional insureds per the attached. General Liability is Primary/Non-Contributory per the attached. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

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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Kansas City's IRS Certified PEO

10975 Grandview Drive Suite 200 | Corporate Woods | Overland Park, KS 66210

Phone: 913.383.2999 | Fax: 913.383.2949

October 13, 2022

Re: Pendulum Studio LLC

To Whom It May Concern:

This letter confirms a relationship between Axcet HR Solutions and Pendulum Studio LLC.

Axcet HR Solutions is a Certified Professional Employment Organization (CPEO) which contracts with businesses to handle payroll, benefits, workers' compensation, and human resources. Under this agreement, Axcet HR Solutions assumes the role of an administrative employer of record. Pendulum Studio LLC has been a client of Axcet HR Solutions under this agreement since 2019.

If you have any questions, please do not hesitate to contact our office.

Steve Donovan

Director of Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2025

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 SUNZ Insurance Solutions, LLC ID: (Axcet HR Solutions) c/o Axcet HR Solutions Inc. 10975 Grandview Drive, Suite 200 Overland Park, KS 66210	CONTACT NAME: Jamie Volkens PHONE (A/C, No, Ext): 913-385-2455 E-MAIL ADDRESS: jvolkens@advancedrisksolutions.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : United Wisconsin Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 29157
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COVERAGES **CERTIFICATE NUMBER: 87913171** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	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 / A			WC592-00001-025-SZ	5/1/2025	5/1/2026	☒ 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

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

Coverage Provided for all Co-Employees but not subcontractors of: Pendulum Studio, LLC
Client Effective: 5/1/2021

CERTIFICATE HOLDER

759
Pendulum Studio, LLC
1512 Homes St.
Kansas City MO 64108

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rick Leonard

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

December 11, 2025

Item No. 7.15.

Purchase of Underground Electrical Materials for SH6 Widening, CSNW Substation Feeders

Sponsor: Glenn Gavit

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on bid awards for underground electric distribution materials to KBS Electrical Distributors, Inc. in the amount of \$103,386.69 and Techline, Inc. in the amount of \$186,046 for a total amount of \$288,643.69 required for the Northwest Substation feeders and for relocating electric facilities to accommodate the TxDOT SH 6 widening project.

Relationship to Strategic Goals:

Financially Sustainable City

Core Services and Infrastructure

Recommendation(s): Staff recommends award of this purchase with KBS in the amount of \$103,386.69 and Techline in the amount of \$186,046.00, for a total amount of \$288,643.69. Awarded line items are shown in the attached bid tabulation and were selected based on lowest price, where more than one bid was received.

Summary: ITB 26-019 was formally bid and opened on March 30, 2023; two proposals were received and reviewed by Electric staff for specifications, pricing, and lead times. TxDOT's SH 6 expansion project requires the conversion from overhead to underground electric distribution for an existing crossing and relocation of an existing underground electric distribution crossing. The materials for these projects include the surrounding materials to connect to the existing distribution system as necessary.

The materials will also provide civil infrastructure from the future Northwest Substation to existing distribution infrastructure as well as establish civil infrastructure (conduit, highway crossings) to support future distribution system build out.

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

Attachments:

1. 26-019 Bid Tab ELE URD Materials



26-019
UNDERGROUND MATERIAL
11/18/25 @ 2:00 P.M.

				KBS			TECHLINE		
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	AWARD	UNIT PRICE	TOTAL PRICE	AWARD
1	8,019	Feet	Conduit 6" SDR-11-HDPE Conduit	\$4.72	\$37,849.68	\$37,849.68	\$5.66	\$45,387.54	
2	11,808	Feet	Conduit 4" SDR-11-HDPE Conduit	\$2.24	\$26,449.92	\$26,449.92	\$2.60	\$30,700.80	
3	4,833	Feet	Conduit 6" SCH 40 PVC Conduit	\$4.14	\$20,008.62	\$20,008.62	\$4.37	\$21,120.21	
4	3,817	Feet	Conduit 4" SCH 40 PVC Conduit	\$2.14	\$8,168.38	\$8,168.38	\$2.25	\$8,588.25	
5	16	Each	Conduit 6" elbow, 90 degree, 60° radius	\$305.00	\$4,880.00	\$4,880.00		\$0.00	
6	18	Each	Conduit 4" elbow, 90 degree, 24° radius	\$85.00	\$1,530.00	\$1,530.00		\$0.00	
7	6	Each	Conduit 6" elbow, 90 degree, 60° radius	\$135.00	\$810.00		\$131.50	\$789.00	\$789.00
8	18	Each	Conduit 4" elbow, 90 degree, 24° radius	\$25.95	\$467.10	\$467.10	\$33.75	\$607.50	
9	10	Each	Manhole Grade Ring Assembly Unit		\$0.00		\$158.00	\$1,580.00	\$1,580.00
10	5	Each	Manhole Neck Extension A = 12 inches		\$0.00		\$305.00	\$1,525.00	\$1,525.00
11	1	Each	Manhole Neck Extension A = 15 inches		\$0.00		\$454.00	\$454.00	\$454.00
12	6	Each	Manhole Entrance Cover Assembly Unit		\$0.00		\$1,133.00	\$6,798.00	\$6,798.00
13	6	Each	Manhole Entrance Cover Assembly Unit		\$0.00		\$29,150.00	\$174,900.00	\$174,900.00
14	3	Each	Polywater BonDuit Conduit Adhesive Kit (BT-KIT),	\$88.95	\$266.85	\$266.85	\$99.00	\$297.00	
15	1	Each	Assembly, FRP, 48"x96"x48", Tier 15	\$4,791.95	\$4,791.95		\$6,867.00	\$6,867.00	
16	2	Each	Extension, FRP, 48"x96"x24" Tier 22 Solid Bottom Quazite FRP ANSI/SCTE 77	\$2,539.95	\$5,079.90		\$2,939.00	\$5,878.00	
17	12 (36,000)	Each (3000' Reel)	Mule Tape ¾" / 2500 lbs	\$125.00	\$1,500.00	\$1,500.00	\$150.00	\$1,800.00	
18	8	Each	End Cap 6"	\$9.59	\$76.72	\$76.72	\$22.80	\$182.40	
19	22	Each	End Cap 4"	\$7.25	\$159.50	\$159.50	\$14.25	\$313.50	
20	16	Each	End Cap 4" HDPE	\$2.62	\$41.92	\$41.92		\$0.00	
21	4	Each	1000 MCM T-OP II T-BODY	\$497.00	\$1,988.00	\$1,988.00	\$545.00	\$2,180.00	
GRAND - TOTAL						\$103,386.69			\$186,046.00

Award identified in green. Bid tabulation was evaluated by Jacob Ary on 11/18/2025. Lowest price awarded for all items where more than one bid was available.

Not Awarding Today

Quantity Adjusted

December 11, 2025

Item No. 7.16.

Change Order with KBS Electrical Dist., Inc for SH6 Widening Transmission Poles

Sponsor: Glenn Gavit

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on approval of Change Order No. 1 with KBS Electrical Distributors, Inc., for transmission poles in the amount of \$76,114 for a new total purchase order amount of \$894,199.60.

Relationship to Strategic Goals:

Core Services and Infrastructure

Financially Sustainable City

Recommendation(s): Staff recommends approval of CO #1 for an increase of PO 24200600 with KBS, Inc. in the amount of \$76,114.00.

Summary: Staff issued Bid #23-074 on June 13, 2023, for the purchase of Overhead Transmission Materials, related to the SH6 widening project, and the Bid was opened on July 6, 2023. Four (4) responsive proposals were received and were reviewed by Electric staff to ensure the compliance of required specifications. Council approved the original award for the overhead transmission poles on November 9, 2023.

The TxDOT SH 6 expansion is requiring COCS electrical transmission facilities to change or relocate. The materials were originally ordered in November 2023 but did not arrive on time due to clerical mistakes between the vendor and manufacturer. The manufacturer is no longer honoring the originally quoted prices which are increasing due to tariffs and inflationary pressures. Due to lead times of 40+ weeks and an initial planned project completion date of Winter 2025, rebidding the material would potentially delay TxDOT. With this change order work could be completed in the Winter of 2026 which is acceptable to TxDOT. The change order results in an overall purchase order increase of 9.30%.

Upon Council approval, staff will issue an amended purchase order to the vendor.

Budget & Financial Summary: Funds are available within the Electrical Capital budget.

Attachments:

1. 24200600CO1 KBS Steel Trans Poles

CHANGE ORDER NO.: 1	11/19/2025	CONTRACT #: N/A
PO #: 24200600	PROJECT: Purchase of OH Transmission Materials	RFP/RFQ/ITB #: 23-074

OWNER:	CONTRACTOR:
City of College Station	Contractor Name KBS ELECTRICAL DIST., INC.
P.O. Box 9960	Contractor Address PO BOX 4591
College Station, Texas 77842	Contractor Address BRYAN, TX 77805

PURPOSE OF THIS CHANGE ORDER:

In order to meet project timelines for the TxDot Highway 6 Widening project, acquisition of these poles are required. Suppliers are requiring a cost increase on an order that was not manufactured and delivered. Primary effect of rebidding material would be pushing City of College Stations ability to clear TxDot conflicts to a later date. Costs would be expected to increase regardless of supplier as these are marketwide factors since 2023 bid date.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
		Group B Materials Steel Poles				\$76,114.00
					TOTAL	\$76,114.00

THE NET AFFECT OF THIS CHANGE ORDER IS 9.30% INCREASE.

UPDATE : LINE 1	\$76,114.00
TOTAL CHANGE ORDER	<u>\$76,114.00</u>

ORIGINAL CONTRACT AMOUNT	\$818,085.60		
CHANGE ORDER NO. 1	\$76,114.00	9.30%	CHANGE
REVISED CONTRACT AMOUNT	\$894,199.60	9.30%	TOTAL CHANGE

ORIGINAL CONTRACT TIME	0	Days
------------------------	---	------

REVISED CONTRACT TIME	0	Days
-----------------------	---	------

APPROVED




11/19/2025

CONTRACTOR Date CITY ATTORNEY Date

PROJECT MANAGER	Date	ASST CITY MGR - CFO	Date
-----------------	------	---------------------	------

DEPARTMENT DIRECTOR _____ Date _____ CITY MANAGER _____ Date _____

CONTRACTOR	Date	CITY ATTORNEY	Date
PROJECT MANAGER	Date	ASST CITY MGR - CFO	Date
DEPARTMENT DIRECTOR	Date	CITY MANAGER	Date

**ITB#23-074 PURCHASE OF OVERHEAD TRANSMISSION
MATERIALS
PRICING**

Group "A" Materials	Concrete Poles	\$	172,819.00
Group "B" Materials	Steel Poles	\$	502,135.00
Group "C" Materials	Conductor	\$	140,250.00
Group "E" Materials	Miscellaneous	\$	2,881.60

GRAND TOTAL OF BID 23-XXX	\$	818,085.60
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KBS Electrical Distributors, Inc.

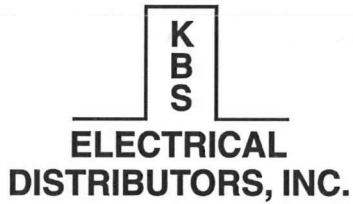
Vendor Response

Marvin Oldham

Name of Responder

Bid# 23-074

Date



2020 Pricing Revised
 KBS Electrical Distributors, Inc
 PO Box 4591
 Bryan , TX 77805
 US
 (979) 778-3200

QUOTATION		
Order Number 1273163		
Carrier Our Truck	Order Date 09/30/2025	Page 1 of 1
Freight Terms NO FREIGHT	Terms Net 30	Taker Will Johnson

Sold To:

CITY OF COLLEGE STATION
 PO BOX 9973
 COLLEGE STATION, TX 77842
 US

979-764-3574

Attn: AP CITY OF COLLEGE STATION

Ship To:

CITY OF COLLEGE STATION
 1601 GRAHAM ROAD
 COLLEGE STATION, TX 77840
 US

PO Number	Job #	Ordered By	Order Comments
		AP CITY OF COLLEGE S	

Line #	Item ID	Customer Part #	Description	Quantities			UOM	Unit Price	Total
				Order	Ship	Remain			
1	2007G-AB-85		Pole steel anchor bolts 85ft	1	0	1	EA	127,541.000	127,541.00
2	2007G-AB-80		Pole steel anchor bolts 80ft	1	0	1	EA	142,863.000	142,863.00
3	2007G-AB-100		Pole steel anchor bolts 100ft	1	0	1	EA	196,586.000	196,586.00
4	2007G-AB-105		Pole steel anchor bolts 105ft	1	0	1	EA	111,259.000	111,259.00

SUB-TOTAL: 578,249.00

TAX: 0.00

Amount Due:	578,249.00
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December 11, 2025
Item No. 7.17.
Impact Fee Semi-Annual Report

Sponsor: Carol Cotter

Reviewed By CBC: Impact Fee Advisory Committee

Agenda Caption: Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure
- Diverse Growing Economy
- Improving Mobility

Recommendation(s): The Impact Fee Advisory Committee (IFAC) heard this item at their meeting on December 4, 2025. A Final Report of their meeting will be provided at the dais ahead of the Council meeting. Staff recommends that Council acknowledge and accept the Semi-Annual Report – No further action is required at this time.

Summary: The attached Impact Fee Semi-Annual Report is provided to the City Council in accordance with the Texas Local Government Code Chapter 395.058. The City of College Station adopted System-Wide Impact Fees for water, wastewater, and roadways in 2016. The statutory 5-year update was completed on November 22, 2021, with the next update scheduled for this upcoming year. In 2021, revised land use assumptions and capital improvements plans were adopted, including resultant maximum assessable rates and associated collection rates. In July 2023, residential impact fee collection rates were amended to provide for annual increases to water and roadway impact fees beginning January 1, 2024, and again on January 1st of 2025 and 2026.

Texas Local Government Code requires Semi-Annual Reporting to monitor the progress of impact fees and to determine if an update to the fee study is necessary before the statutory five-year requirement. Other than the programmed increase to the collection rates, there have been no major changes in the water, wastewater, or roadway impact fee programs during this reporting period. Residential multifamily permit activity in Zone B is trending higher than projected growth numbers, driven largely by several high-rise apartments now under construction. While this might prompt an earlier update, the statutory 5-year update is already forthcoming and will be used to evaluate whether any changed conditions to Land Use Assumptions and Capital Improvements Plans are needed.

This report documents the period of April 1, 2025, to September 30, 2025, and includes a summary of the utility and roadway impact fees collected, transferred, and available for capital improvement projects. It also lists ongoing capital improvement projects partially funded by impact fee revenues.

Budget & Financial Summary: N/A

Attachments:

1. Impact Fee Semi-Annual Report

2. Future Land Use Map (from FNI Report)
3. Service Area Maps -Water, Wastewater and Roadway
4. Status of Impact Fee CIP - Water, Wastewater and Roadway



MEMORANDUM

DATE: December 4, 2025
TO: Impact Fee Advisory Committee
FROM: Carol Cotter, P.E., City Engineer
SUBJECT: Semi-Annual Report - System-Wide Impact Fees for Water, Wastewater, and Roadway

The City of College Station adopted “System-Wide” Impact Fees for water, wastewater, and roadways in the latter part of 2016. In accordance with Texas Local Government Code, the 5-year update was completed on November 22, 2021, with the next update scheduled for this upcoming year. In 2021, revised land use assumptions and capital improvements plans were adopted including resultant maximum assessable rates and associated collection rates. In July of 2023, residential impact fee collection rates were amended to provide for annual increases to water and roadway impact fees beginning January 1, 2024, and again on January 1st of 2025 and 2026.

Texas Local Government Code requires Semi-Annual Reporting to monitor the progress of impact fees and to determine if an update to the fee study is necessary before the statutory five-year requirement. Other than the programmed increase to the collection rates, there have been no major changes in the water, wastewater, or roadway impact fee programs during this reporting period. Residential multifamily permit activity in Zone B is trending higher than projected growth numbers, driven largely by several high-rise apartments now under construction. While this might prompt an earlier update, the statutory 5-year update is already forthcoming and will be used to evaluate whether any changed conditions to Land Use Assumptions and Capital Improvements Plans are needed.

This report documents the period of April 1, 2025, to September 30, 2025, and includes a summary of the utility and roadway impact fees collected, transferred, and available for capital improvement projects. It also lists ongoing capital improvement projects partially funded by impact fee revenues.

Staff recommend that the Impact Fee Advisory Committee accept this report and forward to City Council for their update.

Impact Fee Advisory Committee (IFAC)

The Impact Fee Advisory Committee (IFAC) has been established, and its rules of procedure are prescribed by Chapter 107 (Impact Fees) of the City of College Station Code of Ordinances. The role of the IFAC is to:

1. Advise and assist the city in adopting Land Use Assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

System-Wide Impact Fees

System-wide impact fees for water and wastewater were adopted September 22, 2016, with roadway impact fees following on November 10, 2016. Maximum assessable rates were adopted, and reduced collection rates implemented. Water and wastewater fees were phased in, starting at 50% of the collection rate in the first year with full collection rates the following year. Roadway impact fees were phased in, beginning with zero fee collection in year one and 50% in year two. Full implementation of the initial collection rates occurred in December 2018.

The statutory 5-year update of the water, wastewater and roadway impact fee programs was completed November 22, 2021. Amendments to the land use assumptions and capital improvements plans were adopted, including resultant maximum assessable rates and associated collection rates, and became effective on January 1, 2022. The collection rate for residential developments was increased by 10% from the previous rates and became effective March 1, 2022. The service area for roadway impact fees remained unchanged, bounded by the city limits. Service areas for system-wide water and wastewater impact fees were adjusted to respective services areas within the city limits, removing areas of the City's extra-territorial jurisdiction (ETJ). In July of 2023, residential impact fee collection rates were amended to provide for annual increases to water and roadway impact fees over the next three years, beginning January 1, 2024. The amendments have been incorporated in the semi-annual report.

Status of the impact fee programs are presented in the following tables.

Impact Fee Program Overview

Impact Fee	Adopted Max Rate	Collection Rate per Service Unit*		Total Estimated Capital Costs of IF Projects	Recoverable Costs at Max Rate (2021 – 2031)	Recoverable Cost at Collection Rate (2021-2031) **
		Res	Non-Res			
Water	\$3,877	\$2,150	\$500	\$67,722,554	\$54,457,437	\$11.8M
Wastewater	\$5,572	\$3,300	\$3,000	\$189,748,166	\$71,917,188	\$24.2M
Roadway A	\$499	\$499	\$80	\$13,915,012	\$9,052,650	\$3.4M
Roadway B	\$1,261	\$1,163 ⁺	\$80	\$48,390,353	\$20,114,165	\$5.9M
Roadway C	\$2,127	\$1,163	\$80	\$78,250,564	\$25,687,488	\$8.9M
Roadway D	\$3,452	\$1,163	\$80	\$74,492,580	\$57,399,762	\$5.7M
Roadway Totals				\$215,048,509	\$112,254,065	\$23.7M

* Refer to Collection Rate Adjustment Schedule table for programmed collection rates.

** Recoverable costs include programmed collection rate adjustments.

⁺ For properties platted prior to January 1, 2022, the collection rate is limited to the 2016 maximum assessable rate of \$1,072.

Collection Rate Adjustment Schedule

Impact Fee	Collection Rate Per Service Unit		
	Residential		Non-Residential
	2025	2026	
Water	\$2,150	\$2,325	\$500
Wastewater	\$3,300	\$3,300	\$3,000
Roadway A	\$499	\$499	\$80
Roadway B	\$1,163 ⁺	\$1,261 ⁺	\$80
Roadway C	\$1,163	\$1,514	\$80
Roadway D	\$1,163	\$1,514	\$80

* For properties platted prior to January 1, 2022, the collection rate is limited to the 2016 maximum assessable rate of \$1,072.

Impact fee revenues collected since the initial adoption of system-wide impact fees in 2016 are provided by fiscal year in the table below. Amounts collected for this six (6) month reporting period from April 1, 2025, to September 30, 2025, are also provided.

Impact Fee Revenues

Impact Fee	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY 25	FY25 2 nd 6 Month Reporting Period	Total Impact Fees Collected
Water	\$45,075	\$339,325	\$335,400	\$381,880	\$420,200	\$474,025	\$328,370	\$570,640	\$1,140,680	\$572,900	\$4,035,595
Wastewater	\$155,475	\$1,606,025	\$1,575,150	\$1,666,800	\$2,243,700	\$2,333,880	\$1,725,705	\$1,704,720	\$2,411,235	\$1,152,630	\$15,422,690
Roadway A	\$0	\$40,893	\$81,193	\$123,327	\$117,261	\$454,618	\$142,401	\$90,148	\$93,002	\$37,517	\$1,142,843
Roadway B	\$0	\$32,671	\$80,625	\$427,118	\$538,988	\$494,585	\$316,257	\$974,038	\$2,690,783	\$1,241,319	\$5,555,064
Roadway C	\$0	\$156,540	\$391,243	\$186,979	\$194,634	\$255,872	\$205,679	\$423,207	\$676,722	\$339,408	\$2,490,877
Roadway D	\$0	\$33,000	\$150,526	\$79,161	\$85,404	\$288,661	\$229,382	\$47,212	\$446,103	\$ 237,976	\$1,359,449
Roadway Totals	\$0	\$263,104	\$703,587	\$816,585	\$936,287	\$1,493,736	\$893,719	\$1,534,605	\$3,906,610	\$1,856,220	\$10,548,233

Impact Fee Capital Improvement Plan Implementation as of September 30, 2025

Impact Fee	Impact Fees Allocated	Developer Constructed (Estimated)	City Funded	Total Capital Project Expenditures
Water	\$3,296,085	\$120,000	\$33,415,830	\$36,831,915
Wastewater	\$14,613,956	\$690,000	\$81,619,097	\$96,923,053
Roadway A	\$767,500	\$0	\$4,133,177	\$4,900,677
Roadway B	\$617,500	\$0	\$31,817,151	\$32,434,651
Roadway C	\$1,193,333	\$77,667	\$42,306,074	\$43,577,074
Roadway D	\$767,500	\$777,500	\$14,181,495	\$15,726,495
Roadway Totals	\$3,345,833	\$855,167	\$92,437,897	\$96,638,897

The impact fee revenues are being utilized to aid in funding a number of the impact fee capital improvement projects. Impact fees may only be spent on eligible projects identified in the respective impact fee capital improvement plans and are then further restricted to the specific zones for roadway impact fees. The projects that have received impact fee funding are listed as follows.

Capital Projects Receiving Impact Fee Allocation

Water Impact Fee Projects:

- Well #9 and Collection Line (Project F)
- SH 6 Water Line Phases 1 and 2 (Project N)
- SH 6 Water Line Phase 3 (Project O)
- 2021 Impact Fee Study (Project R)

Wastewater Impact Fee Projects:

- Lick Creek Trunk Line (Project C)
- Northeast Trunk Line Phases 1 and 2 (Project E)
- Carters Creek Diversion Lift Station Phase 1 (Project M)
- Lick Creek WWTP Phase 1 Expansion (Project N)
- 2021 Impact Fee Update (Project O)

Roadway Impact Fee Projects:

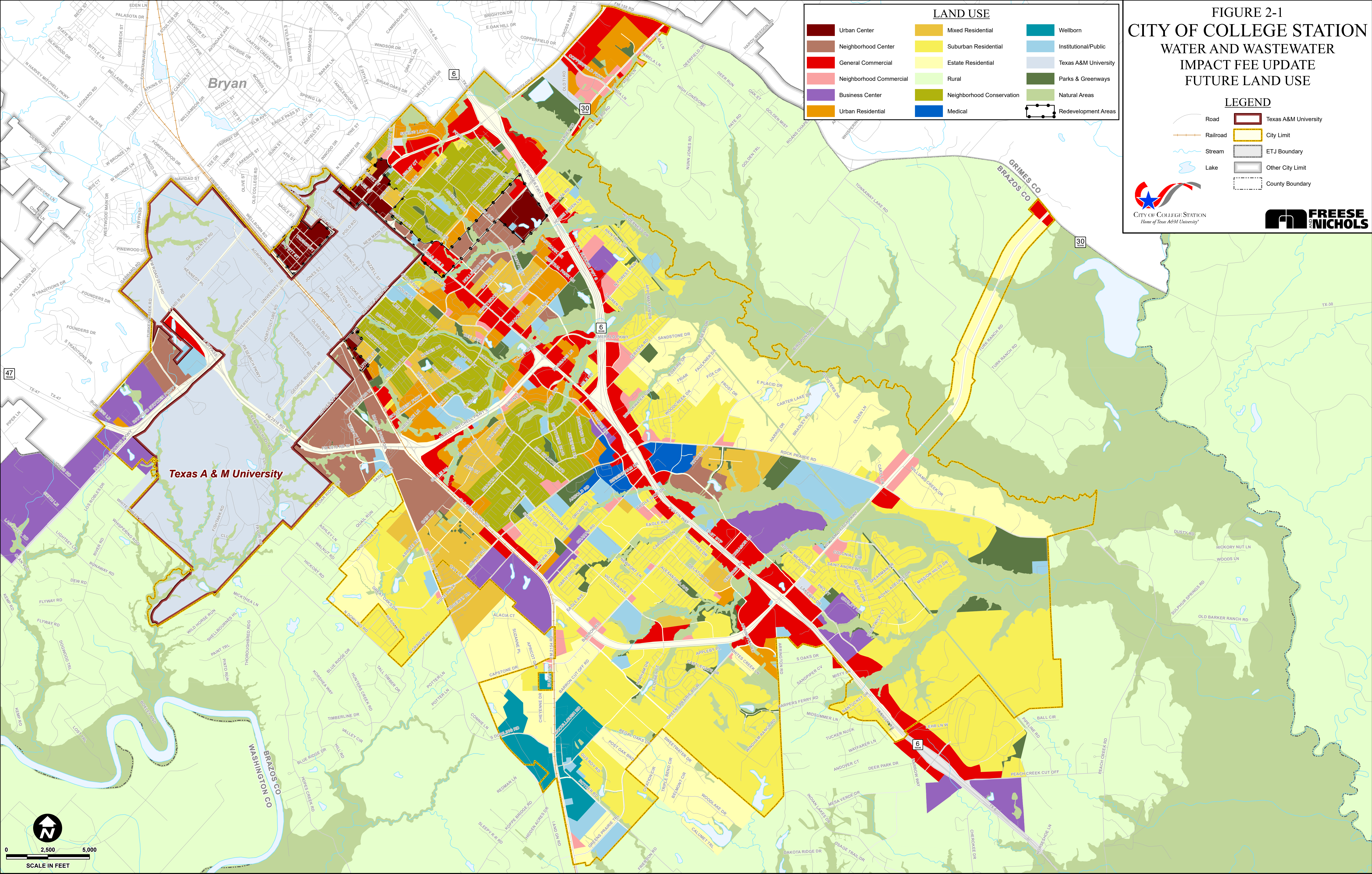
- Zones A and D - Rock Prairie Road from SH 6 to Stonebrook Drive (Project A-5/D-1)
- Zones A and D - Rock Prairie Road from Stonebrook Drive to Town Lake Drive (Project A-6/D-2)
- Zone B - Jones Butler Road Extension and Roundabout (Project B-9 and Project 7)
- Zones B and C - Rock Prairie Road W from 715' west of Towers Parkway to Wellborn Road (Project B-3/C-1)
- Zone C - Capstone Drive from 1,265' west of Wellborn Road to Wellborn Road (Project C-4)
- Zone C - Barron Road from Wellborn Road to WS Phillips Parkway (Project C-5)
- Impact Fee Study (all Zones)

Recommendation:

Staff recommend that the Impact Fee Advisory Committee accept this report and forward to City Council for their update.

Attachments:

1. Future Land Use Map
2. Service Area Maps - Water, Wastewater, and Roadway
3. Status of the Impact Fee Capital Improvements Plans – Water, Wastewater, and Roadway



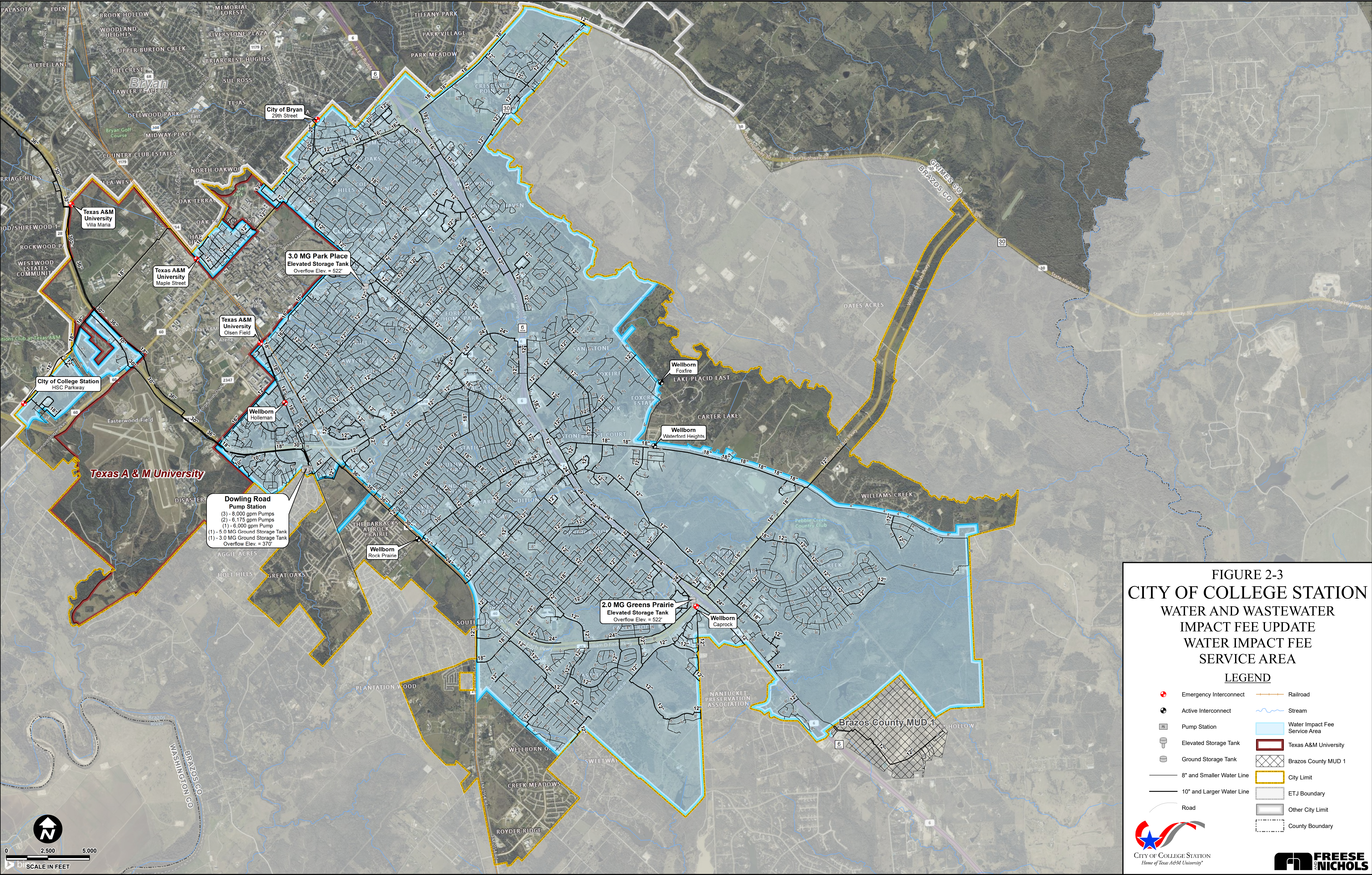


FIGURE 2-3
CITY OF COLLEGE STATION
WATER AND WASTEWATER
IMPACT FEE UPDATE
WATER IMPACT FEE
SERVICE AREA

LEGEND

- | | | | |
|--|------------------------|--|-------------------------------|
| | Emergency Interconnect | | Railroad |
| | Active Interconnect | | Stream |
| | Pump Station | | Water Impact Fee Service Area |
| | Elevated Storage Tank | | Texas A&M University |
| | Ground Storage Tank | | Brazos County MUD 1 |
| | 8\"/> | | City Limit |
| | 10\"/> | | ETJ Boundary |
| | Road | | Other City Limit |
| | | | County Boundary |



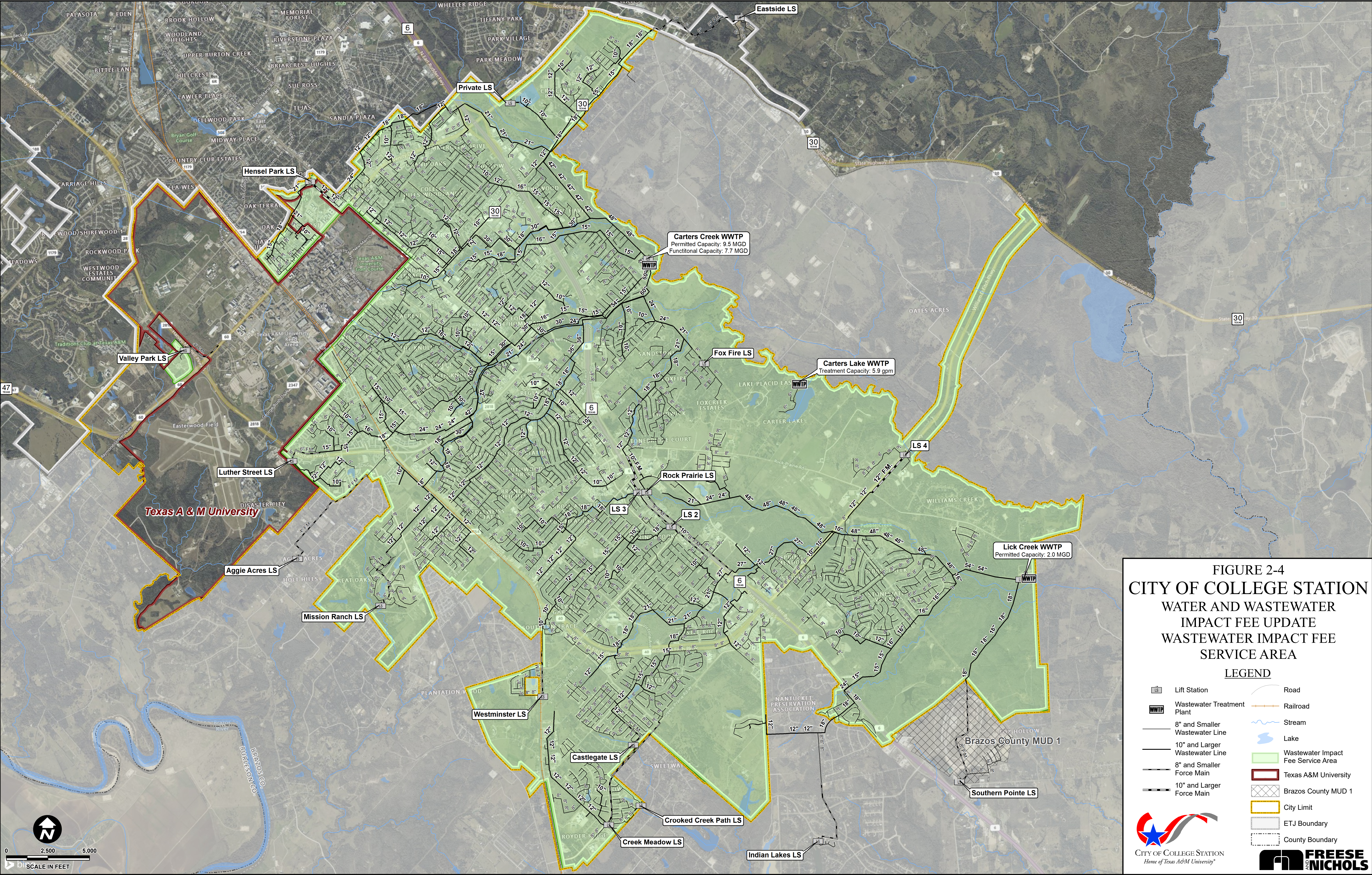
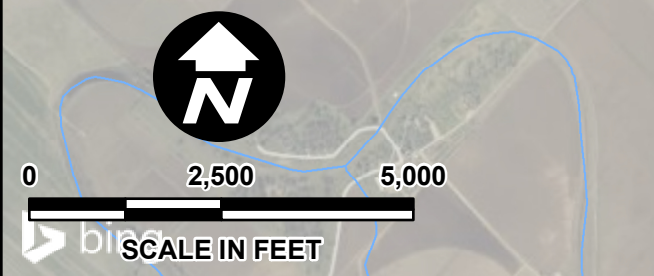


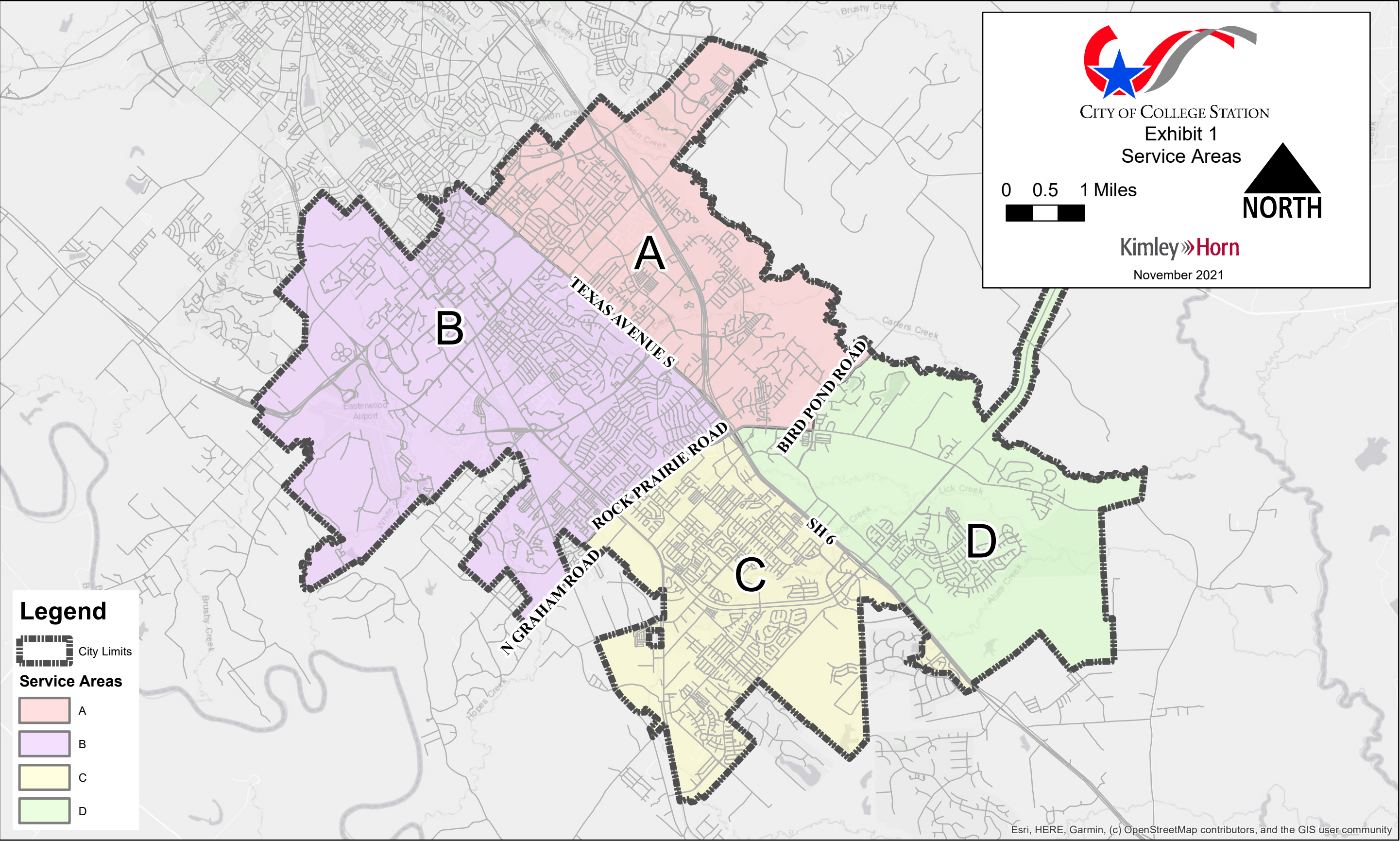
FIGURE 2-4
CITY OF COLLEGE STATION
WATER AND WASTEWATER
IMPACT FEE UPDATE
WASTEWATER IMPACT FEE
SERVICE AREA

LEGEND

- | | | | |
|--|--------------------------------|--|------------------------------------|
| | Lift Station | | Road |
| | Wastewater Treatment Plant | | Railroad |
| | 8" and Smaller Wastewater Line | | Stream |
| | 10" and Larger Wastewater Line | | Lake |
| | 8" and Smaller Force Main | | Wastewater Impact Fee Service Area |
| | 10" and Larger Force Main | | Texas A & M University |
| | | | Brazos County MUD 1 |
| | | | City Limit |
| | | | ETJ Boundary |
| | | | County Boundary |



Created by: [Name] and [Name], Inc.
Date: [Date]
Project: [Project Name]
Location: [Location]
User: [User]



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Water Impact Fees Capital Improvement Plan
Semi-Annual Impact Fee Report: April 2025 - September 2025

Project ID	Description of Project ⁽¹⁾	Project Cost	Project Status as of September 2025
A	High Service Pumping Improvements	\$ 3,597,227	Complete
B	BioCorridor Water Line	\$ 998,884	Complete
C	Area 2 Water Line Extension	\$ 1,000,000	Complete
D	Cooling Tower Expansion	\$ 3,795,667	Complete
E	Well No. 10 Land Acquisition	\$ 1,048,633	Complete
F	Well No. 9 and Collection Line	\$ 7,623,202	Complete
G	Midtown Drive 12-inch Water Line	\$ 920,000	Complete
H	The Crossing at Lick Creek Phase 1 - 3 Oversize Participation	\$ 45,233	Complete
I	Embassy Suites Water Line Oversize Participation	\$ 15,030	Complete
J	Brazos Valley Auto Complex Oversize Participation	\$ 84,791	Complete
K	Castlegate II Oversize Participation	\$ 50,871	Complete
L	Greens Prairie Oversize Participation	\$ 96,498	Complete
M	Summit Crossing Phase 3A Oversize Participation	\$ 32,550	Complete
N	SH 6 Water Line Phase 1 and 2	\$ 1,036,568	Complete
O	SH 6 Water Line Phase 3	\$ 3,050,000	Complete
P	3.0 MG Elevated Storage Tank and Pressure Reducing Valves	\$ 8,690,000	Complete
Q	SH 40 Water Line Phase 1 and 2	\$ 4,200,000	In Design
R	2021 Impact Fee Study	\$ 150,000	Complete
1	New and Replacement 12-inch Rock Prairie Road Water Line	\$ 2,289,500	Future
2	New 18-Inch Midtown Business Center Water Line	\$ 2,796,400	Future
3	BioCorridor Water Line Improvements	\$ 2,741,200	Future
4	Water Supply Well No. 10	\$ 19,223,900	In Design
5	Harvey Mitchel Parkway Water Line Replacement	\$ 4,236,400	Future

⁽¹⁾Oversize participation projects include only the portion of costs paid for by the City

Wastewater Impact Fees Capital Improvement Plan
Semi-Annual Impact Fee Report: April 2025 - September 2025

Project ID	Description of Project ⁽¹⁾	Project Cost	Project Status as of September 2025
A	Royder/Live Oak Sewer Service	\$ 1,691,256	Complete
B	Bee Creek Interceptor Phase 1 and 2	\$ 8,472,421	Complete
C	Lick Creek Trunk Line	\$ 14,020,058	Complete
D	Medical District Trunk Line Phase 1 (Participation Agreement)	\$ 1,770,375	Complete
E	Northeast Trunk Line Phase 1 and 2	\$ 6,558,738	Complete
F	Southwood Valley Trunk Line Phase 1	\$ 1,518,488	Complete
G	18-Inch Harvey Road Gravity Line	\$ 188,790	Complete
H	Creek Meadows Lift Station Upsizing and Force Main	\$ 212,587	Complete
I	Nagle Street Student Housing Oversize Participation	\$ 26,854	Complete
J	Bee Creek Interceptor Phase 3	\$ 3,900,000	Complete
K	Medical District Trunk Line Phase 2 and 3	\$ 3,250,000	Phase 2: In Design; Phase 3: In Design
L	Northeast Trunk Line Phase 3 and 4	\$ 13,861,000	Phase 3: In Design; Phase 4: In Design
M	Carters Creek Diversion Lift Station Phase 1	\$ 13,900,000	Under Construction
N	Lick Creek WWTP Phase 1 Expansion	\$ 39,014,049	Complete
O	2021 Impact Fee Update	\$ 174,150	Complete
1	15/18/24/30/36-inch Southwood Valley Interceptor Phase 2	\$ 7,314,800	In Design
2	18/21/24-Inch Bee Creek Trunk Line Phase 4	\$ 5,357,800	Future
3	18/21-Inch Alum Creek Sewer Trunk Line	\$ 11,136,600	In Design
4	8-Inch Creek Meadows Force Main Re-Routed to Alum Creek Trunk Line	\$ 2,517,900	Future
5	Lick Creek WWTP Phase 2 Expansion (to 8.0 MGD)	\$ 49,946,000	Future
6	21/24-Inch Harvey Road Replacement Gravity Line	\$ 4,916,300	Future

⁽¹⁾Oversize participation projects include only the portion of costs paid for by the City

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: April 2025 - September 2025

Service Area A

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of September 2025
			From	To			
A-1	4 lane Minor Arterial	George Bush Drive E	Dominik Drive	Harvey Road	Widening	\$ 2,409,500	Future
A-2	2 lane Major Collector	Lassie Lane	Sterling Street	Manuel Drive	Future	\$ 860,066	Future
A-3	2 lane Major Collector	Dartmouth Street	720' S of Harvey Mitchell Parkway S	Texas Avenue S	Future	\$ 2,423,520	Future
A-4	4 lane Major Arterial - TxDOT	Harvey Road	SH 6 Northbound Frontage Road	Boonville Road	Widening	\$ 2,509,696	In Design
A-5, D-1	4 lane Major Arterial	Rock Prairie Road	SH 6 Northbound Frontage Road	Stonebrook Drive	Partial Widening	\$ 2,164,000	Complete
A-6, D-2	4 lane Major Arterial	Rock Prairie Road	Stonebrook Drive	Town Lake Drive	Widening	\$ 5,136,000	Complete
A-7, D-8	4 lane Major Arterial	Bird Pond Road	Rock Prairie Road	1,055' E of Rock Prairie Road	Future	\$ 1,758,000	Future
Intersections							
1	University Drive E and University Towne Center					\$ 400,000	Future
2	Harvey Mitchell Parkway S and Dartmouth Street					\$ 301,515	Complete
3	Texas Avenue S and Brothers Boulevard					\$ 397,476	Complete

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: April 2025 - September 2025

Service Area B

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of September 2025
			From	To			
B-1	4 lane Minor Arterial	F & B Road	160' E of Turkey Creek Road	Harvey Mitchell Parkway S	Widening	\$ 4,106,520	Future
B-2	4 lane Minor Arterial (1/2)	Luther Street W	Harvey Mitchell Parkway	Jones Butler Road	Partial Widening	\$ 2,903,600	Future
B-3, C-1	4 lane Minor Arterial	Rock Prairie Road W	715' W of Towers Parkway	Wellborn Road	Widening	\$ 4,659,868	Complete
B-4, C-2	6 lane Major Arterial	Rock Prairie Road	Normand Drive	SH 6	Constructed	\$ 4,017,530	Complete
B-5	2 lane Major Collector	Turkey Creek Road	2,775' N of Raymond Stotzer Parkway Westbound Frontage Road	Raymond Stotzer Parkway Westbound Frontage Road	Widening	\$ 3,278,140	Future
B-6	6 lane Major Arterial - TxDOT	Harvey Mitchell Parkway S	Raymond Stotzer Parkway	Wellborn Road	Widening	\$ 1,407,527	Complete
B-7	4 lane Minor Arterial	Penberthy Road	George Bush Drive	Luther Street W	Constructed	\$ 3,080,683	Complete
B-8	6 lane Major Arterial - TxDOT	Wellborn Road	George Bush Drive	940' N of Harvey Mitchell Parkway S	Partial Widening	\$ 1,486,464	Future
B-9	2 lane Major Collector	Jones Butler Road	Harvey Mitchell Parkway S	Holleman Drive S	Future	\$ 9,652,780	In Design
B-10	4 lane Minor Arterial	Holleman Drive S	N Dowling Road	290' S of Rock Prairie Road W	Constructed	\$ 10,631,067	Complete
Intersections							
3	Texas Avenue S and Brothers Boulevard					\$ 397,476	Complete
4	Wellborn Road and George Bush Drive					\$ 1,190,232	In Design
5	Wellborn Road and Holleman Drive					\$ 644,445	Complete
6	Wellborn Road and Deacon Drive					\$ 4,532,013	Complete
7	Holleman Drive W and Jones Butler Road					\$ 572,000	Construction
8	Longmire Drive and Ponderosa Drive					\$ 350,000	Future

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: April 2025 - September 2025

Service Area C

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of September 2025
			From	To			
B-3, C-1	4 lane Minor Arterial	Rock Prairie Road W	715' W of Towers Parkway	Wellborn Road	Widening	\$ 4,659,868	Complete
B-4, C-2	6 lane Major Arterial	Rock Prairie Road	Normand Drive	SH 6	Constructed	\$ 4,017,530	Complete
C-3	4 lane Minor Arterial	Barron Road	WS Phillips Parkway	Decatur Drive	Constructed	\$ 5,795,317	Complete
C-4	4 lane Minor Arterial	Capstone Drive	1265' W of Wellborn Road	Wellborn Road	Future	\$ 2,765,575	In Design
C-5	4 lane Minor Arterial	Barron Road	Wellborn Road	WS Phillips Parkway	Widening	\$ 4,712,977	In Design
C-6	4 lane Minor Arterial	Greens Prairie Road	820' W OF WS Phillips Parkway	Arrington Road	Widening	\$ 10,550,324	Complete
C-7	4 lane Minor Arterial	Greens Prairie Road	Wellborn Road	1290' E of Creek Meadow Boulevard N	Constructed	\$ 8,918,795	Complete
C-8	4 lane Major Arterial	Towers Parkway	Rock Prairie Road W	Wellborn Road	Future	\$ 10,030,680	Future
C-9	4 lane Major Arterial - TxDOT	Wellborn Road	Capstone Drive	540' S of Greens Prairie Road	Widening	\$ 2,407,328	In Design
C-10	4 lane Minor Arterial (1/2)	WS Phillips Parkway	Barron Road	Greens Prairie Road	Partial Widening	\$ 5,844,160	Future
C-11	4 lane Minor Arterial (50%)	WS Phillips Parkway	Greens Prairie Road	Arrington Road	Future	\$ 7,311,480	Future
C-12	4 lane Minor Arterial (50%)	Royder Road Extension	I-GN Road	Wellborn Road	Future	\$ 3,360,000	Future
C-13	4 lane Minor Arterial	Royder Road	Wellborn Road	885' S of Greens Prairie Road	Constructed	\$ 7,690,299	Complete
C-14	2 lane Major Collector	Victoria Avenue	Southern Plantation Drive	William D. Fitch Parkway	Constructed	\$ 1,973,927	Complete
Intersections							
9	Graham Road and Victoria Avenue					\$ 350,000	Future
10	Barron Road and Alexandria Avenue					\$ 320,994	Complete
11	Barron Road and Decatur Drive					\$ 350,000	In Design
12	Barron Road and Longmire Drive					\$ 350,000	Construction
13	Longimre Drive and Eagle Avenue					\$ 350,000	Construction
14	William D. Fitch Parkway and Victoria Avenue					\$ 816,249	Complete

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: April 2025 - September 2025

Service Area D

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of September 2025
			From	To			
A-5, D-1	4 lane Major Arterial (1/2)	Rock Prairie Road	SH 6 Northbound Frontage Road	Stonebrook Drive	Partial Widening	\$ 2,164,000	Complete
A-6, D-2	4 lane Major Arterial	Rock Prairie Road	Stonebrook Drive	Town Lake Drive	Widening	\$ 5,136,000	Complete
D-3	4 lane Major Arterial	Rock Prairie Road	Town Lake Drive	William D. Fitch Parkway	Widening	\$ 17,245,000	In Design
D-4	4 lane Minor Arterial	Midtown Drive	Medical Avenue	990' E of Medical Avenue	Constructed	\$ 1,028,820	Complete
D-5	4 lane Minor Arterial (1/2)	Midtown Drive	990' E of Medical Avenue	800' S of Town Lake Drive	Partial Widening	\$ 4,535,000	Future
D-6	2 lane Major Collector	Midtown Drive	800' S of Town Lake Drive	2605' S of Corporate Parkway	Constructed	\$ 5,374,808	Complete
D-7	2 lane Major Collector	Durham Drive	Midtown Drive	Rock Prairie Road	Future	\$ 981,960	Future
A-7, D-8	4 lane Major Arterial	Bird Pond Road	Rock Prairie Road	1055' E of Rock Prairie Road	Future	\$ 1,758,000	Future
D-9	4 lane Minor Arterial (50%)	Town Lake Drive	SH 6 Northbound Frontage Road	Midtown Drive	Future	\$ 1,753,000	Partial
D-10	2 lane Major Collector	Corporate Parkway	SH 6 Northbound Frontage Road	Midtown Drive	Constructed	\$ 1,436,192	Complete
D-11	2 lane Major Collector	Corporate Parkway	Midtown Drive	William D. Fitch Parkway	Future	\$ 9,894,000	Future
D-12	4 lane Minor Arterial (1/2)	Pebble Creek Parkway	Royal Adelaide Drive	St Andrews Drive	Partial Widening	\$ 2,137,000	Future
D-13	4 lane Minor Arterial (50%)	Pebble Creek Parkway	St Andrews Drive	275' S of Lone Star Lane	Future	\$ 9,181,000	Future
D-14	2 lane Major Collector	Lakeway Drive	1645' S of Gateway Boulevard	SH 6 Northbound Frontage Road	Future	\$ 2,635,080	Future
D-15	2 lane Major Collector	Mather Parkway	Nantucket Drive	1920' S of Nantucket Drive	Future	\$ 882,000	Future
D-16	4 lane Minor Arterial (50%)	Nantucket Drive	SH 6 Northbound Frontage Road	Pebble Creek Parkway	Future	\$ 5,877,000	Future
D-17	2 lane Major Collector	Nantucket Drive	Pebble Creek Parkway	Southern Pointe Parkway	Future	\$ 3,083,220	Future
D-18	4 lane Minor Arterial (50%)	Southern Pointe Parkway	205' W of Pipeline Road	280' E of Nantucket Drive	Future	\$ 3,902,000	Future

December 11, 2025

Item No. 7.18.

Amendment to the Resolution establishing the Council's Legislative Engagement Committee.

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action amending the terms of the Council Legislative Engagement Committee from one-year terms to two-year terms and repealing Resolution No. 02-13-25-7.5, which established one-year terms.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff recommends Council consider and take action on the proposed amendment.

Summary: The City of College Station Council Legislative Engagement Committee was established by resolution at the Council's February 13th, 2025 meeting. The resolution as adopted stated each member would serve a one-year term. Based upon direction from the Legislative Engagement Committee, the proposed amendment will change the terms from one-year to two-years. If approved, the committee members appointed tonight will serve until December 2027.

The Texas Legislature meets on a biennial basis, with the next session beginning in January 2027. This amendment will allow for consistent committee membership throughout the 90th session and the year leading up to it, during which the committee will draft a legislative platform, meet with legislators, and engage with the public.

Budget & Financial Summary:

Attachments:

1. Council Legislative Engagement Committee Resolution - 2 Year Terms

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CREATING A CITY OF COLLEGE STATION COUNCIL LEGISLATIVE ENGAGEMENT COMMITTEE WITH TWO-YEAR MEMBER TERMS.

WHEREAS, the City Council of the City of College Station, Texas, desires to take an active role in advocating and shaping state legislative policy regarding College Station and local government (Legislative Engagement); and

WHEREAS, the City Council believes the creation of the Council Legislative Engagement Committee will give City of College Station and City staff guidance, support, and direction regarding Legislative Engagement; and

WHEREAS, the City Council believes that engagement with state legislators, their staff and lobbyist will result in a stronger and better Legislative Engagement; and

WHEREAS, the Council Legislative Engagement Committee will work closely with City staff throughout the legislative process to implement the City Council's adopted Legislative Program; now, therefore,

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

PART 1: That the City Council of the City of College Station shall create a Council Legislative Engagement Committee.

PART 2: That the City Council gives the Committee the following charge: "Provide guidance, support, advice, and recommendations regarding Legislative Policy and the Council's adopted Legislative Program and their implementation".

PART 3: That the Council Legislative Engagement Committee shall consist of no more than three (3) Councilmembers appointed by Council and that Council Committee Members will serve two (2) year terms.

PART 4: That this Resolution shall take effect immediately from and after its passage and shall repeal Resolution No. 02-13-25-7.5 which established one (1) year member terms.

ADOPTED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

December 11, 2025

Item No. 7.19.

Presentation, discussion, and possible action regarding adoption of a resolution consenting to the issuance of bonds by the Brazos County Municipal Utility District No. 1, Series 2026 in an amount not to exceed \$7,375,000 for water improvements (the “Bonds”). The amount is the third installment of the \$104,060,000 bonds voted at an election held in the District on November 5, 2019.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding adoption of a resolution consenting to the issuance of bonds by the Brazos County Municipal Utility District No. 1, Series 2026 in an amount not to exceed \$7,375,000 for water improvements (the “Bonds”). The amount is the third installment of the \$104,060,000 bonds voted at an election held in the District on November 5, 2019.

Relationship to Strategic Goals:

Core Services and Infrastructure

Financially Sustainable City

Recommendation(s): City staff recommends the adoption of the Resolution.

Summary: On January 9, 2014, the City Council passed Resolution No. 01-09-14-01 adopting a policy on the creation, operation, and dissolution of Municipal Utility Districts located within the City’s incorporated limits or its extraterritorial jurisdiction. Pursuant to the policy, the City Council consented to the formation of Brazos County Municipal Utility District #1 within the City’s extraterritorial jurisdiction (the “District”) by Resolution No. 03-27-14-01, passed on March 27, 2014. In further compliance with the policy, the City and the District entered into a Utility Agreement Between the City of College Station and Brazos County MUD No. 1 on May 16, 2016 (Contract No. 10300449). Pursuant to the Utility Agreement the District is authorized to issue, sell, and deliver bonds in compliance with the City’s policy and with the City Council’s approval.

On November 7, 2025, the Board of Directors for the District approved a cost summary for the issuance of \$7,375,000 in Road Bonds within the District and authorized moving forward with the sale of the Bonds, subject to the City’s approval of the bond sale.

The amount of \$7,375,000 is the third installment of the \$104,060,000 bonds voted at an election held in the District on November 5, 2019, leaving the remaining \$85,970,000 of such bonds authorized.

For the bond issuance to proceed, the District’s draft resolution authorizing the issuance of the Bonds must be approved by the City Council, provided that such resolution complies with the City’s policy.

We have reviewed the resolution, and it complies with City policy.

Budget & Financial Summary: This resolution is a contractual obligation of the City. There is no financial impact to the City.

Attachments:

1. 2026 Road - City Resolution Approving Bonds 1 (002)

2. 2026 Road - Bond Resolution 1
3. Brazos County MUD 1 POS - V2
4. 251104 Rd BI3 BCMUD1
5. BCMUD 1 - Roads Series 2026 - Preliminary Debt Service Schedule (11.11.25)
6. BCMUD 1 - Roads Series 2026 - No Growth Cash Flow (10.01.25)
7. BCMUD 1 Timetable (11.18.25)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CONSENTING TO THE SALE AND ISSUANCE OF UNLIMITED TAX ROAD BONDS, SERIES 2026, FOR THE BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 IN AN AMOUNT NOT TO EXCEED \$7,375,000.00.

WHEREAS, On January 9, 2014, the City Council of the City of College Station, Texas, passed Resolution No. 01-09-14-01 adopting a city policy setting out the creation, operation, and dissolution of municipal utility districts located within the City's incorporated limits or its extraterritorial jurisdiction (the Policy); and

WHEREAS, on March 27, 2014, the City Council of the City of College Station, Texas, consented to the creation of Brazos County Municipal Utility District No. 1 (the District) by Resolution No. 03-27-14-01; and

WHEREAS, on May 16, 2016, the City Council of the City of College Station, Texas, approved a Utility Agreement Between the City of College Station and the Brazos County MUD No. 1 (Contract No. 10300449) and a subsequent amendment on December 2, 2016; and

WHEREAS, the Utility Agreement authorizes the District to issue, sell, and deliver bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law, the general laws of the State of Texas and the City's Consent Resolution; and

WHEREAS, the Utility Agreement further requires that the authorizing resolution of the Board of Directors must be approved by the City Council to the extent such resolution is in compliance with the City's Policy; and

WHEREAS, the Policy requires that the authorizing order or resolution regarding the issuance of any series of Bonds must be approved by the City Council and must be in compliance with the City's Policy; and

WHEREAS, after reviewing the preliminary official statement and other supporting documents furnished by the District, the City has determined that the issuance of Unlimited Tax Road Bonds, Series 2026, in an amount not to exceed **\$7,375,000.00** is in accordance with the Utility Agreement, adopted resolutions, and all other agreements between the City and the District; now, therefore,

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

PART 1: That the facts and recitations set forth in this Resolution are declared true and correct.

PART 2: That the City Council hereby consents to the sale and issuance of Unlimited Tax Road Bonds, Series 2026, in an amount not to exceed **\$7,375,000.00** as authorized by the District's Board of Directors by resolution in substantially the form as attached herein in **Exhibit A**, and with a maturity date extending to 2051.

PART 3: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 11th day of December, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

**RESOLUTION AUTHORIZING THE ISSUANCE OF \$7,375,000
BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
UNLIMITED TAX ROAD BONDS, SERIES 2026**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

WHEREAS, the bonds hereinafter authorized were duly and favorably voted at an election held in the District on November 5, 2019; and

WHEREAS, the Board of Directors of the District hereby determines that bonds in the amount of \$7,375,000 should be issued, as a portion and the third installment of the \$104,060,000 bonds voted at such election, leaving the remaining \$85,970,000 of such bonds, and any other bonds as may hereinafter be authorized by the District voters, to be issued at a later date; Now, Therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 THAT:

1. Definitions. Throughout this resolution the following terms and expressions as used herein shall have the meanings set forth below:

“Accounting Principles” means the accounting principles described in the notes to the Audit as such principles may be changed from time to time to comply with State laws or regulations.

“Act” means Chapters 49 and 54, Texas Water Code, as amended.

“Annual Financial Information and Operating Data” means the financial information and operating data of the general type included in the final Official Statement authorized by this Resolution under the headings “FINANCIAL STATEMENT (UNAUDITED),” “TAX DATA,” “DEBT SERVICE REQUIREMENTS,” and in “APPENDIX A” (Independent Auditor’s Report and Financial Statements).

“Audit” means the audited financial statements of the District prepared by an independent auditor in accordance with the rules of the Texas Commission on Environmental Quality in effect at such time.

“Blanket Issuer Letter of Representations” means the Blanket Issuer Letter of Representations between the District, the Registrar and DTC.

“Board” means the Board of Directors of the District.

“Bond” or “Bonds” means one or more bonds of the issue of Brazos County Municipal Utility District No. 1 Unlimited Tax Road Bonds, Series 2026, authorized in this Resolution, unless the context clearly indicates otherwise.

“Business Day” means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to remain closed.

“Closing Date” means on January ____, 2026.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code, and (d) the Regulations promulgated under the provisions described in (b) and (c).

“District” means Brazos County Municipal Utility District No. 1.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System established by the MSRB.

“Financial Obligation” shall have the meaning of such word as used under the Rule.

“Initial Bond” means the Initial Bond authorized by Section 4 of this Resolution.

“Initial Purchaser” means the initial purchaser of the Bonds identified in Section 23 of this Resolution.

“Interest Payment Date,” when used in connection with any Bond, means March 1, 2026, and each September 1 and March 1 thereafter until maturity or prior redemption of such Bond.

“Material” shall have the meaning of such word as used under federal securities laws.

“MSRB” means the Municipal Securities Rulemaking Board.

“Obligated Person” shall have the meaning of such word as used under the Rule.

“Paying Agent” means the Registrar.

“Record Date” means, for any Interest Payment Date, the fifteenth calendar day of the month next preceding each Interest Payment Date.

“Register” means the books of registration kept by the Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Registered Owner.

“Registered Owner” means any person who shall be the registered owner of any outstanding Bond.

“Registrar” means The Bank of New York Mellon Trust Company, N.A., Houston, Texas, and its successors in that capacity.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Resolution” as used herein and in the Bonds means this Resolution authorizing the Bonds.

"Road Capital Projects Fund" means the fund referred to in this Resolution.

“Road Debt Service Fund” means the debt service fund confirmed in this Resolution.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

2. Authorization. The Bonds shall be issued in fully registered form, without coupons, in the total aggregate amount of SEVEN MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$7,375,000) for the purpose or purposes of purchasing, constructing, acquiring, owning, maintaining, operating, repairing, improving, extending, or paying for inside and outside the district’s boundaries, any and all macadamized, graveled or paved roads or facilities in aid thereof, including but not limited to, associated drainage and storm water detention facilities, landscaping and

irrigation, and all works, improvements, facilities, equipment, appliances, interests in property, all costs associated with flood plain and wetlands regulation (including mitigation) and endangered species and stormwater permits (including mitigation), and contract rights necessary or convenient therefor, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III, Constitution of Texas, the Act, and the Water Code.

3. Designation, Date, and Interest Payment Dates. The Bonds shall be designated as the "BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 UNLIMITED TAX ROAD BONDS, SERIES 2026," and shall be dated January 1, 2026. The Bonds shall bear interest at the rates set forth below from the later of January 1, 2026, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, interest payable on March 1, 2026, and semiannually thereafter on each September 1 and March 1 until maturity or prior redemption.

4. Initial Bond; Interest Rates; Maturities; Principal Amounts and Denominations. The Bonds shall be issued bearing the numbers, in the principal amounts, and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Resolution. The Bonds shall mature on September 1 in each of the years and in the amounts set out in such schedule. The Initial Bond shall be numbered IB-1 and all other Bonds shall be numbered in sequence beginning with R-1. Bonds delivered in transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

<u>Principal Amount</u>	<u>Year</u>	<u>Interest Rate</u>
\$ 155,000	2027	%
160,000	2028	
170,000	2029	
180,000	2030	
190,000	2031	
200,000	2032	
205,000	2033	
220,000	2034	
230,000	2035	
240,000	2036	
250,000	2037	
265,000	2038	
280,000	2039	
290,000	2040	
305,000	2041	

320,000	2042
335,000	2043
355,000	2044
370,000	2045
390,000	2046
410,000	2047
430,000	2048
450,000	2049
475,000	2050
500,000	2051

5. Optional and Mandatory Redemption. Portions of the Bonds are subject to optional redemption on the dates and at the redemption prices set forth in the form of the Bonds in this Resolution. In addition, portions of the Bonds are subject to mandatory redemption on the dates and at the redemption prices set forth in the form of the Bonds in this Resolution.

Principal amounts may be redeemed only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. If fewer than all of the Bonds are redeemed at any time, the particular maturities and amounts of Bonds to be redeemed shall be selected by the District. If fewer than all the Bonds of any maturity are redeemed at any time, the particular Bonds within a maturity to be redeemed shall be selected by the Registrar by lot or other customary method of selection. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with this Resolution, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least 30 days prior to the date fixed for redemption by sending written notice by first class mail to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds outstanding within any one maturity are to be redeemed, the numbers of the Bonds or portions thereof to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely

from the funds so provided for redemption, and the rights of the Registered Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

6. Execution of Bonds; Seal. The Bonds shall be signed by the President or Vice President of the Board and countersigned by the Secretary or Assistant Secretary of the Board, by their manual, lithographed, or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds. If any officer of the District whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

On the Closing Date, the Initial Bond, being a single bond representing the entire principal amount of the Bonds, (the "Initial Bond"), payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signature of the President or Vice President and Secretary or Assistant Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, shall be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Bond, the Registrar shall cancel the Initial Bond and deliver Bonds to DTC in accordance with Section 13.

7. Approval by Attorney General; Registration by Comptroller. The Bonds to be initially issued shall be delivered to the Attorney General of Texas for approval and shall be registered by the Comptroller of Public Accounts of the State of Texas. The manually executed registration certificate of the Comptroller of Public Accounts substantially in the form provided in this Resolution shall be attached or affixed to the Bonds to be initially issued.

8. Authentication. Except for the Initial Bond, which need not be authenticated by the Registrar, in the event the Book-Entry-Only system is discontinued, only such Bonds which bear thereon a certificate of authentication, substantially in the form provided in this Resolution, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Resolution or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bonds so authenticated were delivered by the Registrar hereunder.

9. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of and interest on the Bonds are payable,

without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America. Principal is payable upon presentation and surrender of the Bonds as they respectively become due and payable, whether at maturity or by prior redemption, at the principal payment office of the Registrar in Houston, Texas. Interest is payable by check or draft dated as of the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Registered Owner of record as of the Record Date, first class, postage prepaid, to the address of such Registered Owner as shown in the Register, or by such other customary banking arrangements as may be agreed upon by the Registrar and the Registered Owner, at the risk and expense of the Registered Owner.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date such payment was originally due.

10. Successor Registrars. The District covenants that at all times while any Bonds are outstanding it will provide a national or state banking institution, which shall be organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise trust powers, and which shall be subject to supervision or examination by federal or state authority, to act as Registrar for the Bonds. The District reserves the right to change the Registrar for the Bonds on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or Interest Payment Date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Registered Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

11. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for 30 days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be 15 days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five days prior to the Special Record Date, to each affected Registered Owner of record as of the close of business on the day prior to the mailing of such notice.

12. Ownership; Unclaimed Principal and Interest. The District, the Registrar and any other person may treat the person in whose name any Bond is registered as the

absolute Registered Owner of such Bond for the purpose of making and receiving payment of principal or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Registered Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

13. Book-Entry-Only System. (a) The Initial Bond shall be registered in the name of Cede & Co. Except as provided in this Section 13 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Resolution. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary, the District and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the resolution of the respective Registered Owners, as shown in the Register as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Resolution. Upon delivery by DTC to

the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Resolution with respect to interest checks being mailed to the Registered Owner of record as of the Record Date, the phrase "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(c) The execution and delivery of the Blanket Issuer Letter of Representations is hereby approved with such changes as may be approved by the President or Vice President of the Board, and the President or Vice President of the Board is hereby authorized and directed to execute such Blanket Issuer Letter of Representations.

14. Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the District in its sole discretion, determines that the beneficial owners of the Bonds be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

15. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations.

16. Registration, Transfer, and Exchange. This section is subject to the provisions of Section 13, entitled "Book-Entry-Only System." So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Resolution.

Each Bond shall be transferable only upon the presentation and surrender thereof at the operations office of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his

authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar for a Bond or Bonds of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Registrar may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

17. Mutilated, Lost, or Stolen Bonds. Subject to the provisions of Section 13, entitled "Book-Entry-Only System," upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The District or the Registrar may require the Registered Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The District or the Registrar may require the Registered Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

(1) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(2) furnish such security or indemnity as may be required by the Registrar and the District to hold them harmless;

(3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

(4) meet any other reasonable requirements of the District and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

18. Cancellation of Bonds. Subject to the provisions in Section 13, entitled "Book-Entry-Only System," all Bonds paid in accordance with this Resolution, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. Upon request, the Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

19. Forms. The form of the Bonds, including the form of the Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Bonds initially issued, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Resolution, including any legend regarding bond insurance if such insurance is obtained by the purchaser:

a. Form of Bond

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZOS

REGISTERED
NUMBER
R-__

REGISTERED

\$_____

BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
UNLIMITED TAX ROAD BOND
SERIES 2026

INTEREST RATE:	MATURITY DATE:	ISSUE DATE:	CUSIP NO.:
		January 1, 2026	

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 (the “District”) promises to pay to the Registered Owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of the registrar (the “Registrar”), initially, The Bank of New York Mellon Trust Company, N.A., Houston, Texas, the principal amount identified above, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of January 1, 2026, or the most recent interest payment date to which interest has been paid or duly provided for. Principal of and interest on this Bond are payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. Interest on this Bond is payable by check or draft on each March 1 and September 1 until the earlier of maturity or prior redemption, beginning on March 1, 2026, mailed to the Registered Owner as shown on the books of registration kept by the Registrar as of the fifteenth day of the month next preceding each interest payment date (the “Record Date”), or by such other customary banking arrangements as may be agreed upon by the Registrar and the Registered Owner, at the risk and expense of the Registered Owner. The Bond is dated as of the Issue Date.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$7,375,000 (the "Bonds"), issued for the purpose or purpose or purposes of purchasing, constructing, acquiring, owning, maintaining, operating, repairing, improving, extending, or paying for inside and outside the district's boundaries, any and all macadamized, graveled or paved roads or facilities in aid thereof, including but not limited to, associated drainage and storm water detention facilities, landscaping and irrigation, and all works, improvements, facilities, equipment, appliances, interests in property, all costs associated with flood plain and wetlands regulation (including mitigation) and endangered species and stormwater permits (including mitigation), and contract rights necessary or convenient therefor, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III, Constitution of Texas, the Act, by authority of an election held for and within the District on November 5, 2019, and pursuant to a resolution adopted by the Board of Directors on December __, 2025 (the "Resolution").

THIS BOND, and the other Bonds of the series of which it is a part, are payable from the proceeds of an annual ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Resolution for a complete description of the terms, covenants and provisions pursuant to which this Bond and said series of Bonds are secured and made payable; the respective rights thereunder of the Registered Owners of the Bonds, the District and the Registrar; and the terms upon which the Bonds are, and are to be, registered and delivered.

THE DISTRICT RESERVES THE RIGHT, at its option, to redeem the Bonds maturing on or after September 1, 2032, prior to their scheduled maturities, in whole or in part, in integral multiples of \$5,000, on September 1, 2031, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. If fewer than all the Bonds are redeemed at any time, the particular maturities and amounts of Bonds to be redeemed shall be selected by the District. If fewer than all the Bonds of any maturity are redeemed at any time, the particular Bonds within a maturity to be redeemed shall be selected by the Registrar by lot or other customary method of election (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form). In selecting portions of Bonds for redemption, the Registrar shall treat each Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with the provisions of the Resolution, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered. Reference is made to the Resolution for complete details concerning the manner of redeeming the Bonds.

IN ADDITION TO BEING SUBJECT TO OPTIONAL REDEMPTION, THE BONDS ISSUED AS TERM BONDS maturing on September 1, in each of the years _____ and _____ (collectively, the "Term Bonds") are subject to mandatory redemption prior to maturity in the following amounts (subject to reduction as hereinafter provided), on the following dates ("Mandatory Redemption Dates"), at a price equal to the principal amount redeemed plus accrued interest to each Mandatory Redemption Date, subject to the conditions set forth below:

TERM BOND 20

<u>Mandatory Redemption</u>	<u>Principal Amount</u>
September 1, 20	\$
September 1, 20 (maturity)	\$

TERM BOND 20

<u>Mandatory Redemption</u>	<u>Principal Amount</u>
September 1, 20	\$
September 1, 20 (maturity)	\$

ON OR BEFORE 30 days prior to each Mandatory Redemption Date set forth above, the Registrar shall (i) determine the principal amount of such Term Bond that must be mandatorily redeemed on such Mandatory Redemption Date, after taking into account deliveries for cancellation and optional redemptions as more fully provided for below, (ii) select, by lot or other customary random method, the Term Bond or portions of the Term Bond of such maturity to be mandatorily redeemed on such Mandatory Redemption Date, and (iii) give notice of such redemption as provided in the Bond Resolution. The principal amount of any Term Bond to be mandatorily redeemed on such Mandatory Redemption Date shall be reduced by the principal amount of such Term Bond which, by the 45th day prior to such Mandatory Redemption Date, either has been purchased in the open market and delivered or tendered for cancellation by or on behalf of the District to the Registrar or optionally redeemed and which, in either case, has not previously been made the basis for a reduction under this sentence.

NOTICE OF ANY REDEMPTION shall be given at least 30 days prior to the date fixed for redemption by first class mail, addressed to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the operations office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative, subject to the terms and conditions of the Resolution.

THIS BOND IS EXCHANGEABLE at the operations office of the Registrar for bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Resolution.

NEITHER THE DISTRICT nor the Registrar shall be required to transfer or exchange any Bond during the period beginning on a Record Date and ending on the next succeeding interest payment date or to transfer or exchange any Bond called for redemption during the 30-day period prior to the date fixed for redemption of such Bond.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Resolution unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Resolution.

THE DISTRICT has covenanted in the Resolution that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed first class, postage prepaid, to each Registered Owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the President or Vice President of the Board of Directors and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary of the Board of Directors, and the official seal of the District has been duly impressed, or placed in facsimile, on this Bond.

BRAZOS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 1

(SEAL)

President, Board of Directors

Secretary, Board of Directors

b. Form of Registration Certificate of Comptroller of Public Accounts

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this .

Comptroller of Public Accounts
of the State of Texas

(SEAL)

c. Form of Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been delivered pursuant to the Resolution described in the text of this Bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of a series which was originally approved by the Attorney General of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

The Bank of New York Mellon Trust
Company, N.A.

By: _____

Authorized Signature

Date of Authentication:

d. Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

e. The Initial Bond shall be in the form set forth in paragraphs a, b, and d of this Section, except for the following alterations:

i. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP No." deleted;

ii. in the first paragraph of the Bond, the words "on the maturity date specified above," "the principal amount identified above," and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence " . . ., with such principal to be paid in installments on September 1 in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:"

[Information to be inserted from schedule in Section 4]

iii. the Initial Bond shall be numbered IB-1.

20. Legal Opinion; CUSIP; Bond Insurance. The approving opinion of Allen Boone Humphries Robinson LLP, Houston, Texas, and CUSIP numbers may be printed on the Bonds, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Bonds. If bond insurance is obtained by the purchaser, the Bonds may bear an appropriate legend as provided by the insurer.

21. Road Debt Service Fund; Tax Levy. The Road Debt Service Fund is hereby confirmed and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Resolution shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually levied, assessed and collected in due time, form and manner, and at the same time other District taxes are levied, assessed and collected, in each year, beginning in the current year, a continuing direct annual ad valorem tax, without legal limit as to rate, upon all taxable property in the District, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

There is hereby appropriated from the proceeds of sale of the Bonds twelve (12) months' interest on the Bonds, which amount shall be deposited into the Road Debt Service Fund and used to pay interest on the Bonds, and such amount shall be used for no other purpose.

22. Further Proceedings. After the Bonds to be initially issued have been executed, it shall be the duty of the President or Vice President and Secretary or Assistant Secretary of the Board and other appropriate officials and agents of the District to deliver the Bonds to be initially issued and all pertinent records and proceedings to the Attorney General of Texas, for examination and approval. After the Bonds to be initially issued have been approved by the Attorney General, they shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Bonds to be initially issued, the Comptroller of Public Accounts (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

23. Sale; Proceeds. The sale and delivery of the Bonds to _____ (herein referred to as the "Initial Purchaser") at a price of \$ _____, plus accrued interest thereon to date of delivery, is hereby authorized, approved, ratified and confirmed, subject to the approving opinion as to the legality of the Bonds of the Attorney General of Texas, and of Allen Boone Humphries Robinson LLP, Houston, Texas, bond counsel. It is hereby found and declared that the Initial Purchaser's bid produced the lowest net effective interest rate for the Bonds after advertisement and public sale, and that the net effective interest rate resulting from such bid is _____% which rate is less than the maximum rate permitted by law, and is determined to be in the District's best interest, per Section 1201.022(a)(3)(B) of the Government Code.

Accrued interest and capitalized interest on the Bonds shall be deposited into the Road Debt Service Fund upon receipt. The remaining proceeds of sale of the Bonds shall be deposited into the Road Capital Projects Fund, which fund is hereby confirmed, and, together with investment earnings of such proceeds, shall be used for the purposes set forth in Section 2 of this Resolution and to pay costs of issuance. After all the roads and facilities described in Section 2 of this Resolution are constructed, any remainder shall be transferred to the Road Debt Service Fund, in accordance with the applicable laws and regulations in effect at such time.

24. Investments. Moneys deposited into the Road Debt Service or Road Capital Projects Funds and any other fund or funds that the District may lawfully create may be invested or reinvested in authorized investments. All investments and any profits realized from or interest accruing on such investments shall belong to the fund

from which the moneys for such investments were taken; provided, however, that in the discretion of the Board of Directors the profits realized from and interest accruing on investments made from any fund may be transferred to the Road Debt Service Fund.

25. Defeasance and Refunding. The District reserves the right to defease or refund the Bonds in any manner provided by law.

26. Remedies in Event of Default. In addition to all of the rights and remedies provided by laws of the State of Texas, the District further covenants and agrees that in the event of default in payment of principal or interest on any of the Bonds when due, or, in the event it fails to make the payments required to be made into the Road Debt Service Fund or any other fund or defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Resolution, the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the officials thereof to observe and perform the covenants, obligations or conditions prescribed in this Resolution. Any delay or omission to exercise any right or power occurring upon any default shall not impair any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

27. Federal Income Tax Matters.

(a) General. The District covenants not to take any action, or omit to take any action within its control, that, if taken or omitted, would cause the interest on the Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the District covenants to comply with sections 103 and 141 through 150 of the Code, and the provisions set forth in the Federal Tax Certificate executed by the District in connection with the Bonds.

(b) No Private Activity Bonds. The District covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code. Furthermore, the District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes any Bond to be a "private activity bond" unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The District covenants not to take any action, or omit to take any action within its control, that, if taken or omitted, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The District covenants not to take any action, or omit to take any action within its control, that, if taken or omitted, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The District covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The District covenants that, if the District does not qualify for an exception to the requirements of section 148(f) of the Code, the District will comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds be rebated to the United States.

(g) Information Reporting. The District covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The District covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. The Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the District will not be required to comply with any of the federal tax covenants set forth above if the District has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Resolution, the District’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the District has not been adopted for a particular project, this Resolution serves as the District’s official declaration of intent to use proceeds of the Bonds issued in the maximum amount authorized by this Resolution to reimburse itself for certain expenditures paid in connection with the

projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date on which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

28. Qualified Tax-Exempt Obligations. The Bonds are not “qualified tax-exempt obligations” for purposes of section 265(b) of the Code.

29. Official Statement. The District ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement prepared in the initial offering of the Bonds and hereby authorizes and approves the amendment of the Preliminary Official Statement to add the terms of the Initial Purchaser’s bid and to make any other changes necessary to comply with the provisions of this Resolution and existing law. The use of such final Official Statement in the reoffering of the Bonds by the Initial Purchaser is hereby approved and authorized. The proper officials of the District are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

30. Continuing Disclosure Undertaking.

(a) Annual Reports. The District shall provide annually to the MSRB’s EMMA system, within six months after the end of each fiscal year of the District ending in or after 2025, Annual Financial Information and Operating Data with respect to the District. Any financial statements so provided shall be (1) prepared in accordance with the Accounting Principles described in this Resolution and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall provide unaudited financial statements for the applicable fiscal year to EMMA within such six month period, and audited financial statements, if and when the audit report on such statements becomes available.

If the District changes its fiscal year, the District will notify EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB’s internet website or filed with the SEC.

All documents provided to EMMA by the District pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

The District shall notify EMMA, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this subsection (a) by the time required by this subsection (a).

(b) Event Notices. The District shall notify EMMA, in a timely manner, not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if Material;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other Material notices or determinations with respect to the tax status of the Bonds, or other Material events affecting the tax status of the Bonds;
- G. Modifications to rights of holders of the Bonds, if Material;
- H. Bond calls, if Material, and tender offers;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if Material;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the District or other Obligated Person;
- M. Consummation of a merger, consolidation, or acquisition involving the District or other Obligated Person or the sale of all or substantially all of the assets of the District or other Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if Material;
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if Material;
- O. Incurrence of a Financial Obligation of the District or other Obligated Person, if Material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District or other Obligated Person, any of which affect beneficial owners of the Bonds, if Material; and

- P. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District or other Obligated Person, any of which reflect financial difficulties.

(c) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an “Obligated Person” with respect to the Bonds, except that the District in any event will give the notice required by subsection (b) of this Section of any Bond calls and defeasance that cause the District to be no longer such an Obligated Person.

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if the provisions of this Section, as so amended, would have permitted

an underwriter to purchase or sell Bonds in the original primary offering of the Bonds in compliance with the Rule, taking into account any amendments and interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and either the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the outstanding Bonds consent to such amendment or a Person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but in either case only if and to the extent that its right to do so would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

31. Related Matters. To satisfy in a timely manner all of the District's obligations under this Resolution, the President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District and all other appropriate officers and agents of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Resolution.

32. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the District are hereby authorized to execute such agreement for and on behalf of the District.

33. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Resolution, against any official or employee of the District or any person executing any Bonds.

34. District's Successors and Assigns. Whenever in this Resolution the District is named and referred to it shall be deemed to include its successors and assigns, and all covenants and agreements in this Resolution by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of its successors and assigns whether or not so expressed.

35. Benefits of Resolution Provisions. Nothing in this Resolution or in the Bonds, expressed or implied, shall give or be construed to give any person, firm or corporation, other than the District, the Registrar and the Registered Owners, any legal

or equitable right or claim under or in respect of this Resolution, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions contained in this Resolution or in the Bonds being for the sole benefit of the District, the Registrar and the Registered Owners.

36. Severability Clause. If any word, phrase, clause, sentence, paragraph, section or other part of this Resolution, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Resolution to any other persons or circumstances shall not be affected thereby.

37. Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code and Section 49.063, Texas Water Code.

38. Texas Attorney General Approval. It is hereby determined that the President, Vice President, Secretary or Assistant Secretary of the Board and all other appropriate officers and agents of the District are hereby authorized to initiate an action under Chapter 1205, Texas Government Code, as amended, to obtain a declaratory judgment as deemed necessary and appropriate in connection with the issuance of the Bonds. The Board shall be authorized to engage on behalf of the District, and on terms and conditions deemed reasonable and appropriate, such legal counsel and other consultants in connection with such action. The Board and Bond Counsel for the District are directed to provide such assistance as may be reasonably required in connection with such action.

[EXECUTION PAGE FOLLOWS]

PASSED AND APPROVED on this _____ day of December, 2025.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

I, the undersigned officer of the Board of Directors of Brazos County Municipal Utility District No. 1, hereby certify as follows:

1. The Board of Directors of Brazos County Municipal Utility District No. 1 convened in regular session on December ____, 2025, and the roll was called of the members of the Board:

Robert "Hunter" Goodwin	President
Charles Moreau	Vice President
Lawrence B. Hodges, Jr.	Secretary
Kyle Davis	Assistant Secretary
Brian G. Fisher	Assistant Vice President

and all of said persons were present except Director(s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

RESOLUTION AUTHORIZING THE ISSUANCE OF \$7,375,000
BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
UNLIMITED TAX ROAD BONDS, SERIES 2026

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. A true, full, and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; the action approving the resolution has been duly recorded in the Board's minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that the resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place, and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063 and Texas Water Code.

SIGNED AND SEALED on this ____ day of December, 2025.

(SEAL)

Secretary, Board of Directors

This Preliminary Official Statement is subject to completion and amendment and is intended solely for the purpose of soliciting initial bids on the Bonds. Upon the sale of the Bonds, the Official Statement will be completed and delivered to the Initial Purchaser.

IN THE OPINION OF BOND COUNSEL, UNDER EXISTING LAW, INTEREST ON THE BONDS (i) IS EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES UNDER SECTION 103 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND (ii) IS NOT AN ITEM OF TAX PREFERENCE FOR PURPOSES OF THE ALTERNATIVE MINIMUM TAX ON INDIVIDUALS. SEE "TAX MATTERS" HEREIN, INCLUDING INFORMATION REGARDING POTENTIAL ALTERNATIVE MINIMUM TAX CONSEQUENCES FOR CORPORATIONS.

THE BONDS WILL NOT BE DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS.

NEW ISSUE - Book-Entry-Only

Underlying Rating: Moody's: _____

See "MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE" herein.

\$7,375,000

BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

(A political subdivision of the State of Texas located within Brazos County)

UNLIMITED TAX ROAD BONDS, SERIES 2026

Dated: January 1, 2026

Due: September 1 as shown below

Principal of the bonds described above (the "Bonds") will be payable at stated maturity or redemption upon presentation of the Bonds at the principal payment office of the paying agent/registrar, initially The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent/Registrar", "Paying Agent" or "Registrar") in Houston, Texas. Interest on the Bonds will accrue from January 1, 2026 and be payable on March 1, 2026, and on each September 1 and March 1 thereafter until the earlier of maturity or redemption. The Bonds will be issued only in fully registered form. Interest will be calculated on the basis of a 360-day year of twelve 30-day months. The Bonds are subject to redemption prior to maturity as shown below.

The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds as described herein. See "BOOK-ENTRY-ONLY SYSTEM."

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, INITIAL REOFFERING YIELDS, AND CUSIPS

Due	Principal	Interest	Initial	CUSIP	Due	Principal	Interest	Initial	CUSIP
<u>September 1</u>	<u>Amount (a)</u>	<u>Rate</u>	<u>Reoffering</u>	<u>Number</u>	<u>September 1</u>	<u>Amount</u>	<u>Rate</u>	<u>Reoffering</u>	<u>Number</u>
			<u>Yield (b)</u>	<u>106206 (c)</u>				<u>Yield (a)</u>	<u>106206 (b)</u>
2027	\$ 155,000				2040	\$ 290,000 (d)			
2028	160,000				2041	305,000 (d)			
2029	170,000				2042	320,000 (d)			
2030	180,000				2043	335,000 (d)			
2031	190,000				2044	355,000 (d)			
2032	200,000 (d)				2045	370,000 (d)			
2033	205,000 (d)				2046	390,000 (d)			
2034	220,000 (d)				2047	410,000 (d)			
2035	230,000 (d)				2048	430,000 (d)			
2036	240,000 (d)				2049	450,000 (d)			
2037	250,000 (d)				2050	475,000 (d)			
2038	265,000 (d)				2051	500,000 (d)			
2039	280,000 (d)								

- (a) The Initial Purchaser (as defined herein) may elect to designate one or more term bonds. See accompanying Official Notice of Sale and Official Bid Form.
- (b) Initial reoffering yield represents the initial offering yield to the public which has been established by the Initial Purchaser for offers to the public and which may be subsequently changed by the Initial Purchaser and is the sole responsibility of the Initial Purchaser. The initial reoffering yields indicated above represent the lower of the yields resulting when priced at maturity or to the first call date. Accrued interest from January 1, 2026, is to be added to the price.
- (c) CUSIP numbers have been assigned to the Bonds by CUSIP Global Services and are included solely for the convenience of the purchasers of the Bonds. Neither the District nor the Initial Purchaser shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.
- (d) Bonds maturing on and after September 1, 2032, are subject to redemption prior to maturity at the option of the District, in whole or from time to time in part, on September 1, 2031, or on any date thereafter, at a price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. See "THE BONDS-Redemption Provisions."

The Bonds, when issued, will constitute valid and legally binding obligations of Brazos County Municipal Utility District No. 1 (the "District") and will be payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property located within the District. The Bonds are obligations solely of the District and are not obligations of the State of Texas, Brazos County, the City of College Station or any entity other than the District. The Bonds are subject to special investment risks described herein. See "RISK FACTORS."

The Bonds are offered by the Initial Purchaser subject to prior sale, when, as and if issued by the District and accepted by the Initial Purchaser, subject, among other things, to the approval of the Bonds by the Attorney General of Texas and the approval of certain legal matters by Allen Boone Humphries Robinson LLP, Bond Counsel. Delivery of the Bonds in book-entry form through the facilities of DTC is expected on or about January 15, 2026.

Bids Due: Tuesday, December 2, 2025, at 10:00 a.m., Houston Time in Houston, Texas

Bid Award: Tuesday, December 2, 2025, at 12:00 p.m., Houston Time in Bryan, Texas

TABLE OF CONTENTS

USE OF INFORMATION IN OFFICIAL STATEMENT	3
OFFICIAL STATEMENT SUMMARY	4
SELECTED FINANCIAL INFORMATION	7
RISK FACTORS	8
THE BONDS.....	14
BOOK-ENTRY-ONLY SYSTEM	20
THE DISTRICT	21
MANAGEMENT	23
UTILITY AGREEMENT.....	24
THE DEVELOPERS AND MAJOR LANDOWNER	25
THE ROAD SYSTEM	25
THE SYSTEM	26
USE AND DISTRIBUTION OF BOND PROCEEDS	27
UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED	28
FINANCIAL STATEMENT (UNAUDITED).....	28
ESTIMATED OVERLAPPING DEBT STATEMENT	29
TAX DATA.....	30
TAX PROCEDURES.....	33
GENERAL FUND	38
DEBT SERVICE REQUIREMENTS	39
LEGAL MATTERS	40
TAX MATTERS	41
SALE AND DISTRIBUTION OF THE BONDS	43
MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE	44
PREPARATION OF OFFICIAL STATEMENT	44
CONTINUING DISCLOSURE OF INFORMATION.....	46
MISCELLANEOUS.....	48
 AERIAL PHOTOGRAPH PHOTOGRAPHS INDEPENDENT AUDITOR’S REPORT AND FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED NOVEMBER 30, 2024	 APPENDIX A

USE OF INFORMATION IN OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, as amended and in effect on the date hereof, this document constitutes an Official Statement with respect to the Bonds that has been “deemed final” by the District as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the District.

This Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, resolutions, orders, contracts, audited financial statements, engineering and other related reports set forth in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas, 77027, upon payment of duplication costs.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, SEC Rule 15c2-12, as amended.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or other matters described herein since the date hereof. However, the District has agreed to keep this Official Statement current by amendment or sticker to reflect material changes in the affairs of the District and, to the extent that information actually comes to its attention, the other matters described in this Official Statement until delivery of the Bonds to the Initial Purchaser and thereafter only as specified in “PREPARATION OF OFFICIAL STATEMENT—Updating the Official Statement.”

OFFICIAL STATEMENT SUMMARY

The following information is qualified in its entirety by the detailed information appearing elsewhere in this Official Statement.

THE FINANCING

- The Issuer* Brazos County Municipal Utility District No. 1 (the “District”), a political subdivision of the State of Texas, is located in Brazos County, Texas and within the extraterritorial jurisdiction of the City of College Station (the “City”). See “THE DISTRICT.”
- The Issue* \$7,375,000 Unlimited Tax Road Bonds, Series 2026 (the “Bonds”) are issued pursuant to a resolution (the “Bond Resolution”) of the District’s Board of Directors and a City consent resolution. The Bonds will be issued as fully registered bonds maturing in the years and in the amounts shown on the cover hereof. Interest on the Bonds accrues from January 1, 2026, and is payable on March 1, 2026, and on each September 1 and March 1 thereafter until the earlier of maturity or prior redemption.
- Redemption* The Bonds maturing on and after September 1, 2032, are subject to redemption, in whole or from time to time in part, at the option of the District, prior to their maturity dates, on September 1, 2031, or on any date thereafter. Upon redemption, the Bonds will be payable at a price of par plus accrued interest to the date of redemption. See “THE BONDS—Redemption Provisions.”
- Book-Entry-Only System*... The Depository Trust Company, New York, New York (“DTC”) will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully registered certificate will be issued for each maturity of the Bonds and will be deposited with DTC. See “BOOK-ENTRY-ONLY SYSTEM.”
- Authority for Issuance* The Bonds are the third series of bonds issued out of an aggregate of \$104,060,000 principal amount of unlimited tax bonds authorized by the District’s voters for roads and refunding outstanding road bonds. The Bonds are issued pursuant to the Bond Resolution; an election held within the District; the general laws of the State of Texas relating to the issuance of bonds by political subdivisions, including Article III, Section 52 of the Texas Constitution; Chapters 49 and 54 of the Texas Water Code, as amended; and approval by the City. See “THE BONDS—Authority for Issuance.”
- Source of Payment* The Bonds are payable from an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District. See “TAX PROCEDURES.” The Bonds are obligations of the District and are not obligations of the State of Texas, Brazos County, the City of College Station or any other political subdivision or entity other than the District. See “THE BONDS—Source of and Security for Payment.”
- Use of Proceeds* Proceeds from the sale of the Bonds will be used to pay for items shown herein under “USE AND DISTRIBUTION OF BOND PROCEEDS,” including to pay engineering and construction costs, to pay land acquisition costs, to capitalize twelve (12) months of interest on the Bonds, to pay interest on funds advanced by the Developers (as defined herein) on behalf of the District, and to pay certain other costs and engineering fees related to the issuance of the Bonds. See “USE AND DISTRIBUTION OF BOND PROCEEDS.”

Payment Record..... The District has previously issued two series of unlimited tax road bonds of which \$10,325,000 principal amount remain outstanding as of November 1, 2025, and three series of unlimited tax bonds of which \$19,820,000 principal amount remain outstanding as of November 1, 2025 (the “Outstanding Bonds”). The District has never defaulted in the payment of principal and interest on the Outstanding Bonds.

Not Qualified Tax-Exempt Obligations The District will not designate the Bonds as “qualified tax-exempt obligations” for financial institutions.

Municipal Bond Rating and Municipal Bond Insurance

..... Moody’s Investors Service (“Moody’s”) has assigned an underlying rating of ____ to the Bonds. An explanation of the ratings may be obtained from Moody’s, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. The fee associated with the rating assigned to the District by Moody’s will be paid by the District; however, the fee associated with ratings provided by other agencies will be at the expense of the Initial Purchaser.

Application has also been made to municipal bond insurance companies for the qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option of the Initial Purchaser and at the Initial Purchaser’s expense. See “RISK FACTORS—Risk Factors Related to the Purchase of Municipal Bond Insurance” and “MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE.”

Legal Opinion..... Allen Boone Humphries Robinson L.L.P., Bond Counsel, Houston, Texas.

Disclosure Counsel..... McCall, Parkhurst & Horton L.L.P., Houston, Texas.

Financial Advisor Post Oak Municipal Advisors LLC, Houston, Texas.

Engineer Pape-Dawson Engineers, Inc., Houston, Texas.

THE DISTRICT

Description The District was created by order of the TCEQ dated January 14, 2015. The District contains approximately 553 acres of land and is located in Brazos County on the east side of Texas State Highway 6 and the north side of Peach Creek Cut Off Road. The District is approximately 8 miles south of downtown College Station. The District abuts the corporate limits of and lies entirely within the extraterritorial jurisdiction of the City of College Station and within the boundaries of the College Station Independent School District. See “THE DISTRICT” and “AERIAL PHOTOGRAPH.”

Status of Development Development in the District began in 2017. With the consent of the District, the Developers (as defined herein) have financed the design and construction of underground utility and road facilities to serve approximately 238.64 acres developed as 1,067 single-family residential lots.

The District is being developed as a single-family residential development known as Southern Pointe Community. Amenities constructed in the District include walking trails and ponds on approximately 60.07 acres. As of November 1, 2025 the District contained 752 single-family homes completed and occupied, 66 vacant single-family homes (including 6 model homes), 50 single-family homes under construction, and 199 completed lots available for home construction.

Homebuilding in the District is being conducted by Stylecraft Builders, Omega Builders, Kaleo Homes, Continental Homes (a subsidiary of D.R. Horton), Ranger Home Builders,

Lennar Homes and Brightland Homes (formerly Gehan Homes). New homes in the District range in price from approximately \$301,000 to \$420,000.

The Developers are currently developing approximately 16.28 acres (81 single-family residential lots) with expected completion of November 2025, approximately 11.25 acres (59 single-family residential lots) with expected completion of January 2026 and approximately 70.82 acres (358 single-family residential lots) with expected completion by the second quarter of 2026. Construction of underground utilities is also underway for approximately 55.33 acres in the District, which will be developed for commercial and multi-family development. Of this area a regional real estate office has been constructed on approximately 1.96 acres, and a convenience store and gas station have been constructed on approximately 2.99 acres. The remainder of the District consists of approximately 100.47 acres of developable but undeveloped land. See “THE DISTRICT—Land Use” and “—Status of Development.”

The Developers and

Major Landowner.....BV Southern Pointe Development Inc., a Texas corporation (“BVSoPo”), was formed for the purpose of developing single-family residential land in the District. BVSoPo has developed approximately 234.02 acres within the District and continues to own approximately 181.91 acres of land. Lennar Homes of Texas Land and Construction, Ltd. d/b/a Friendswood Development Company (“Lennar”), has purchased approximately 93.50 acres of land sold by BVSoPo. Lennar is under contract to BVSoPo to develop approximately 119.73 additional acres within the District. BVSoPo and Lennar are collectively referred to herein as the “Developers”.

Phillips 3 Land Holdings LLC (the “Major Landowner” or “Phillips”) was formed for the sole purpose of owning land in the District. Phillips currently owns approximately 21.80 acres within the District. The Developers and Major Landowner are related entities. BVSoPo has agreed to terms whereby they will purchase land within the District from Phillips for the purpose of development. The Developers and Major Landowner have entered into Development Financing Agreements with the District to provide financing for construction of water, sewer, and drainage and road facilities for the District. See “THE DEVELOPERS AND MAJOR LANDOWNER” and “TAX DATA—Principal Taxpayers.”

Water and Wastewater.....Retail water and wastewater service for development within the District is provided by College Station Utilities (“CSU”). CSU holds the requisite certificates of convenience and necessity over the land within the District. See “WATER SUPPLY AND WASTEWATER TREATMENT.”

RISK FACTORS

THE PURCHASE AND OWNERSHIP OF THE BONDS ARE SUBJECT TO SPECIAL RISK FACTORS AND ALL PROSPECTIVE PURCHASERS ARE URGED TO EXAMINE CAREFULLY THE ENTIRE OFFICIAL STATEMENT FOR A DISCUSSION OF INVESTMENT RISKS, INCLUDING PARTICULARLY THE SECTION CAPTIONED “RISK FACTORS.”

SELECTED FINANCIAL INFORMATION

2025 Certified Taxable Assessed Valuation.....	\$233,987,145 (a)
Estimated Taxable Assessed Valuation as of August 1, 2025.....	\$312,670,759 (b)
Gross Debt Outstanding (after issuance of the Bonds).....	\$37,520,000
Estimated Overlapping Debt.....	6,323,013 (c)
Gross Debt and Estimated Overlapping Debt.....	\$43,843,013
Ratios of Gross Debt to:	
2025 Certified Taxable Assessed Valuation.....	16.04%
Estimated Taxable Assessed Valuation as of August 1, 2025.....	12.00%
Ratios of Gross Debt and Estimated Overlapping Debt to:	
2025 Certified Taxable Assessed Valuation.....	18.74%
Estimated Taxable Assessed Valuation as of August 1, 2025.....	14.02%
Fund Balance Available as of November 7, 2025:	
Operating Fund.....	\$521,678
Road Escrow Fund.....	\$58,458 (d)
Road Debt Service Fund.....	\$399,653 (e) (f)
WS&D Debt Service Fund.....	\$956,853 (e)
Road Capital Projects Fund.....	\$32,029
WS&D Capital Projects Fund.....	\$0
2025 Tax Rate:	
Road Debt Service.....	\$0.270
WS&D Debt Service.....	\$0.550
Maintenance and Operations.....	\$0.160
Road Maintenance.....	\$0.020
Total.....	\$1.000
Projected Average Annual Debt Service Requirements (2026-2051) of the Bonds and the Outstanding Bonds ("Average Requirement").....	
	\$2,449,334
Projected Tax Rate Required to Pay Average Requirement based upon:	
2025 Certified Taxable Assessed Valuation at a 95% collection rate.....	\$1.11 /\$100 A.V.
Estimated Taxable Assessed Valuation as of August 1, 2025 at a 95% collection rate.....	\$0.83 /\$100 A.V.
Projected Maximum Annual Debt Service Requirements (2046) of the Bonds and the Outstanding Bonds ("Maximum Requirement").....	
	\$2,584,185
Projected Tax Rate Required to Pay Maximum Requirement based upon:	
2025 Certified Taxable Assessed Valuation at a 95% collection rate.....	\$1.17 /\$100 A.V.
Estimated Taxable Assessed Valuation as of August 1, 2025 at a 95% collection rate.....	\$0.87 /\$100 A.V.

(a) As certified by the Brazos Central Appraisal District (the "Appraisal District"). See "TAX PROCEDURES."

(b) Provided by the Appraisal District for information purposes only. Such amount reflects the estimated value of taxable improvements on August 1, 2025. Taxes are levied based on value as certified by the Appraisal District as of January 1 of each year. No tax will be levied on such amount until it is certified. Increases in value occurring between January 1, 2025 and January 1, 2026, will be certified as of January 1, 2026, and provided for purposes of taxation in the fall of 2026. See "TAX PROCEDURES."

(c) See "ESTIMATED OVERLAPPING DEBT STATEMENT."

(d) The District maintains funds in the Road Escrow Fund for maintenance of public roads in accordance with its agreement with Brazos County. The District has levied a road maintenance tax for 2025. Those funds will be deposited into the Road Escrow Fund.

(e) Neither Texas law nor the Bond Resolution requires the District to maintain any minimum balance in the Debt Service Fund. Although all of the District's debt, including the Outstanding Bonds and the Bonds, is payable from an unlimited tax pledge on parity, a pro rata portion of the District's ad valorem tax revenue will be allocated to bonds sold for road facilities, including the Bonds (the "Road Bonds"), and a portion will be allocated to bonds sold for water, sanitary sewer, drainage and storm sewer facilities (the "Water, Sewer and Drainage Bonds"). See "FINANCIAL STATEMENT (UNAUDITED)—Outstanding Bonds." The Road Debt Service Fund is not pledged to the Water, Sewer and Drainage Bonds and the Water, Sewer and Drainage Debt Service Fund is not pledged to the Road Bonds.

(f) Accrued interest and twelve (12) months of capitalized interest on the Bonds will be deposited to the Road Debt Service Fund. See "USE AND DISTRIBUTION OF BOND PROCEEDS." Neither Texas law nor the Bond Resolution requires the District to maintain any minimum balance in the Debt Service Fund.

PRELIMINARY OFFICIAL STATEMENT
\$7,375,000
BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
(A political subdivision of the State of Texas located within Brazos County)
UNLIMITED TAX ROAD BONDS, SERIES 2026

This Official Statement provides certain information in connection with the issuance by Brazos County Municipal Utility District No. 1 (the “District”) of its \$7,375,000 Unlimited Tax Road Bonds, Series 2026 (the “Bonds”).

The Bonds are issued pursuant to a Bond Resolution authorizing the issuance of the Bonds (the “Bond Resolution”) adopted by the Board of Directors of the District (the “Board”); an election held within the District; approval by the City of College Station (the “City”); Article III, Section 52 of the Texas Constitution; Chapters 49 and 54 of the Texas Water Code, as amended; and general laws of the State of Texas relating to the issuance of bonds by political subdivisions.

This Official Statement includes descriptions, among others, of the Bonds and the Bond Resolution, and certain other information about the District and BV Southern Pointe Development, Inc. and Lennar Homes of Texas Land and Construction, Ltd. d/b/a Friendswood Development Company (the “Developers”), the developers of land within the District. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each document. Copies of documents may be obtained from the District upon payment of the costs of duplication therefor.

RISK FACTORS

General

The Bonds, which are obligations of the District and not obligations of the State of Texas, Brazos County, the City or any other entity other than the District, will be secured by a continuing direct annual ad valorem tax levied, without legal limitation as to rate or amount, on all taxable property within the District. The ultimate security for payment of the principal of and interest on the Bonds depends on the ability of the District to collect from the property owners within the District all taxes levied against the property, or in the event of foreclosure, on the value of the taxable property with respect to taxes levied by the District and by other taxing authorities.

Economic Factors and Interest Rates

A substantial percentage of the taxable value of the District results from the current market value of single-family residences and developed lots which are being marketed by the Developers for sale to homebuilders for the construction of primary residences. The market value of such properties is related to general economic conditions in the City, the State of Texas and the nation and those conditions can affect the demand for such properties. Demand for property of this type and the construction of structures thereon can be significantly affected by factors such as interest rates, credit availability (see “Credit Markets and Liquidity in the Financial Markets” below), construction costs and the prosperity and demographic characteristics of the urban center toward which the marketing of residential and commercial property is directed. Decreased levels of construction activity would tend to restrict the growth of property values in the District or could adversely impact such values.

Credit Markets and Liquidity in the Financial Markets

Interest rates and the availability of mortgage and development funding have a direct impact on construction activity, particularly short-term interest rates at which landowners are able to obtain financing for development costs. Interest rate levels may affect the ability of a landowner with undeveloped property to undertake and complete construction activities within the District. Because of the numerous and changing factors affecting the availability of funds, particularly liquidity in the national credit markets, the District is unable to assess the future availability of such funds for continued construction within the District. The success of development within the District and growth of District taxable property values are, to a great extent, a function of the City and regional economies and national credit and financial markets. A downturn in the economic conditions in the College Station area, including Texas A&M University, or a decline in the nation’s real estate and financial markets could adversely affect development in the District and restrain the growth of or reduce the value of the District’s property tax base.

Developers Obligations to the District

There are no commitments from or obligations of the Developers, the Major Landowner, or any other landowner to the District to proceed at any particular rate or according to any specified plan with the development of land or the construction of improvements in the District, and there is no restriction on any landowner's right to sell its land. Failure of the Developers to develop the developable land or of builders to construct taxable improvements on developed tracts of land could restrict the rate of growth of taxable values in the District. The District cannot and does not make any representations that over the life of the Bonds the District will increase or maintain its taxable value.

Competition

The demand for and construction of single-family homes in the District could be affected by competition from other residential developments including other residential developments located in College Station. In addition to competition for new home sales from other developments, there are numerous previously-owned homes in the area of the District and in more established neighborhoods. Such homes could represent additional competition for new homes proposed to be sold within the District.

The competitive position of the Developers in the sale of developed lots and of prospective builders in the construction of single-family residential houses within the District is affected by most of the factors discussed in this section. Such a competitive position directly affects the growth and maintenance of taxable values in the District. The District can give no assurance that building and marketing programs in the District by the Developers will be implemented or, if implemented, will be successful.

Impact on District Tax Rates

Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of owners of property within the District to pay their taxes. The 2025 Certified Taxable Assessed Valuation is \$233,987,145 and the Estimated Taxable Assessed Valuation as of August 1, 2025, is \$312,670,759. See "FINANCIAL STATEMENT (UNAUDITED)." After issuance of the Bonds, the projected maximum debt service requirement will be \$2,584,185 (2046) and the projected average annual debt service requirement will be \$2,449,334 (2026-2051, inclusive). Assuming no increase or decrease from the 2025 Taxable Assessed Valuation, the issuance of no additional debt, and no other funds available for the payment of debt service, tax rates of \$1.17 and \$1.11 per \$100 of taxable assessed valuation at a 95% collection rate would be necessary to pay the projected maximum debt service requirement and the projected average annual debt service requirement, respectively. Assuming no increase or decrease from the Estimated Taxable Assessed Valuation as of August 1, 2025, and no use of funds other than tax collections, tax rates of \$0.87 and \$0.83 per \$100 of taxable assessed valuation at a 95% collection rate would be necessary to pay the projected maximum annual debt service requirement and the projected average annual debt service requirement, respectively. See "DEBT SERVICE REQUIREMENTS."

Although calculations have been made regarding tax rates necessary to pay the debt service on the Bonds and the Outstanding Bonds based upon the 2025 Certified Taxable Assessed Valuation and the Estimated Taxable Valuation as of August 1, 2025, the District makes no representations regarding the future level of assessed valuation within the District. Increases in taxable values depend primarily on the continuing construction of taxable improvements within the District. See "TAX PROCEDURES" and "TAX DATA—Tax Adequacy for Debt Service."

Undeveloped Acreage and Vacant Lots

There are approximately 171.29 developable acres of land within the District that have not been fully provided with water, sanitary sewer, storm drainage, and detention facilities and roads necessary for the construction of taxable improvements (including approximately 98.35 acres on which utility construction is underway) 199 completed vacant lots available for home construction, and 498 single-family residential lots under construction. Future increases in value will result primarily from the construction of homes by builders. Failure of the Developers to develop the developable land or of builders to build taxable improvements on the developed lots could restrict the rate of growth of taxable values in the District. The District makes no representation as to when or if development of this acreage will occur or that the lot sales and building program will be successful. See "THE DISTRICT—Status of Development."

Increase in Costs of Building Materials and Labor Shortages

As a result of supply issues, shipping constraints, and ongoing trade disputes (including tariffs), there have been recent substantial increases in the cost of lumber and other building materials, causing many homebuilders and general contractors to experience budget overruns. Further, the unpredictable nature of current trade policy (including the threatened imposition of tariffs) may impact the ability of the Developers or homebuilders in the District to estimate costs. Additionally, immigration policies may affect the State's workforce, and any labor shortages that could occur may impact the rate of construction within the District. Uncertainty surrounding availability and cost of materials may result in decreased levels of construction activity, and may restrict the growth of property values in the District. The District makes no representations regarding the probability of development or homebuilding continuing in a timely manner or the effects that current or future economic or governmental circumstances may have on any plans of the Developers or homebuilders.

Future Debt

The District reserves in the Bond Resolution the right to issue the remaining \$85,970,000 principal amount of authorized but unissued unlimited tax bonds for roads after the issuance of the Bonds and the refunding of outstanding road bonds, and the remaining \$215,505,000 principal amount of unlimited tax bonds authorized but unissued for water, sewer, drainage and storm sewer systems and refunding of such outstanding bonds. The District may also issue additional bonds which may be voted hereafter. After reimbursement from the proceeds of the Bonds, the Developers will have expended approximately \$33,840,000 for design, construction and acquisition of water, sanitary sewer, and drainage facilities and roadways not yet reimbursed. See "THE BONDS—Issuance of Additional Debt." The issuance of such obligations may adversely affect the investment security of the Bonds. The District does not employ any formula with regard to assessed valuations or tax collections or otherwise to limit the amount of bonds which may be issued. Any bonds issued by the District, however, must be approved by the Attorney General of Texas and the Board of the District and any bonds issued to acquire or construct water, sanitary sewer and drainage facilities must be approved by the TCEQ.

Tax Collection Limitations

The District's ability to make debt service payments may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other state and local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. The District's ability to collect ad valorem taxes through such foreclosure may be impaired by market conditions limiting the proceeds from a foreclosure sale of taxable property and collection procedures. While the District has a lien on taxable property within the District for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding.

The costs of collecting any such taxpayer's delinquencies could substantially reduce the net proceeds to the District from a tax foreclosure sale. Finally, a bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the District pursuant to the Federal Bankruptcy Code could stay any attempt by the District to collect delinquent ad valorem taxes against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two other ways: first, a debtor's confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six years; and, second, a debtor may challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid. See "TAX PROCEDURES—District's Rights in the Event of Tax Delinquencies."

Registered Owners' Remedies and Bankruptcy Limitations

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Resolution, or defaults in the observation or performance of any other covenants, conditions, or obligations set forth in the Bond Resolution, the Registered Owners have the statutory right of a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Resolution. Except for mandamus, the Bond Resolution does not specifically provide for remedies to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and

all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Registered Owners. Statutory language authorizing local governments such as the District to sue and be sued does not waive the local government's sovereign immunity from suits for money damages, so that in the absence of other waivers of such immunity by the Texas Legislature, a default by the District in its covenants in the Bond Resolution may not be reduced to a judgment for money damages. If such a judgment against the District were obtained, it could not be enforced by direct levy and execution against the District's property.

Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Registered Owners may further be limited by a State of Texas statute reasonably required to attain an important public purpose or by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions, such as the District.

Subject to the requirements of Texas law discussed below, a political subdivision such as the District may voluntarily file a petition for relief from creditors under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. Sections 901-946. The filing of such petition would automatically stay the enforcement of Registered Owner's remedies, including mandamus. The automatic stay would remain in effect until the federal bankruptcy judge hearing the case dismisses the petition, enters an order granting relief from the stay or otherwise allows creditors to proceed against the petitioning political subdivision. A political subdivision such as the District may qualify as a debtor eligible to proceed in a Chapter 9 case only if it is (1) authorized to file for federal bankruptcy protection by applicable state law, (2) is insolvent or unable to meet its debts as they mature, (3) desires to effect a plan to adjust such debts, and (4) has either obtained the agreement of or negotiated in good faith with its creditors or is unable to negotiate with its creditors because negotiation is impracticable. Special districts such as the District must obtain the approval of the Commission as a condition to seeking relief under the Federal Bankruptcy Code. The Commission is required to investigate the financial condition of a financially troubled district and authorize such district to proceed under federal bankruptcy law only if such district has fully exercised its rights and powers under Texas law and remains unable to meet its debts and other obligations as they mature. Notwithstanding noncompliance by a district with Texas law requirements, the District could file a voluntary bankruptcy petition under Chapter 9, thereby invoking the protection of the automatic stay until the bankruptcy court, after a hearing, dismisses the petition. A federal bankruptcy court is a court of equity and federal bankruptcy judges have considerable discretion in the conduct of bankruptcy proceedings and in making the decision of whether to grant the petitioning district relief from its creditors. While such a decision might be appealable, the concomitant delay and loss of remedies to the Registered Owner could potentially and adversely impair the value of the Registered Owner's claim. If a petitioning district were allowed to proceed voluntarily under Chapter 9 of the Federal Bankruptcy Code, it could file a plan for an adjustment of its debts. If such a plan were confirmed by the bankruptcy court, it could, among other things, affect Registered Owners by reducing or eliminating the amount of indebtedness, deferring or rearranging the debt service schedule, reducing or eliminating the interest rate, modifying or abrogating the collateral or security arrangements, substituting (in whole or in part) other securities, and otherwise compromising and modifying the rights and remedies of the Registered Owners' claims against a district.

A district may not be forced into bankruptcy involuntarily.

Continuing Compliance with Certain Covenants

The Bond Resolution contains covenants by the District intended to preserve the exclusion from gross income for federal income tax purposes of interest on the Bonds. Failure by the District to comply with such covenants in the Bond Resolution on a continuous basis prior to maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issuance. See "TAX MATTERS."

Marketability

The District has no agreement with the Initial Purchaser regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are generally bought, sold or traded in the secondary market.

Environmental Regulations

Wastewater treatment, water supply, storm sewer facilities and construction activities within the District are subject to complex environmental laws and regulations at the federal, state and local levels that may require or prohibit certain activities that affect the environment, such as:

- Requiring permits for construction and operation of water wells, wastewater treatment and other facilities;
- Restricting the manner in which wastes are treated and released into the air, water and soils;
- Restricting or regulating the use of wetlands or other properties; or
- Requiring remedial action to prevent or mitigate pollution.

Sanctions against a municipal utility district or other type of special purpose district for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements and issuance of injunctions to ensure future compliance. Environmental laws and compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Environmental laws can also inhibit growth and development within the District. Further, changes in regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the District.

Air Quality Issues. Air quality control measures required by the United States Environmental Protection Agency (the “EPA”) and the Texas Commission on Environmental Quality (the “TCEQ”) may impact new industrial, commercial and residential development in Brazos County. Under the Clean Air Act (“CAA”) Amendments of 1990, Brazos County has been designated an attainment/unclassifiable area under two separate federal ozone standards: the eight-hour ozone standard of 75 ppb promulgated by the EPA in 2008 (the “2008 Ozone Standard”), and the EPA’s most-recent promulgation of an even lower, 70 ppb eight-hour ozone standard in 2015 (the “2015 Ozone Standard”).

Although Brazos County is currently in attainment, Brazos County has been and continues to be near the non-attainment thresholds for ozone. Accordingly, it is possible that Brazos County could be re-classified as a nonattainment area should ozone levels increase. A designation of nonattainment for ozone or any other pollutant could negatively impact business due to the additional permitting/regulatory constraints that accompany this designation and because of the community stigma associated with a nonattainment designation. It is possible that additional controls will be necessary to allow Brazos County to maintain attainment with the ozone standards. Such additional controls could have a negative impact on Brazos County’s economic growth and development.

Water Supply & Discharge Issues. Water supply and discharge regulations that municipal utility districts, including the District, may be required to comply with involve: (1) public water supply systems; (2) wastewater discharges from treatment facilities; (3) storm water discharges; and (4) wetlands dredge and fill activities. Each of these is addressed below:

Pursuant to the federal Safe Drinking Water Act (“SDWA”) and the EPA’s National Primary Drinking Water Regulations (“NPDWRs”), which are implemented by the TCEQ’s Water Supply Division, a municipal utility district’s provision of water for human consumption is subject to extensive regulation as a public water system. Municipal utility districts must generally provide treated water that meets the primary and secondary drinking water quality standards adopted by the TCEQ, the applicable disinfectant residual and inactivation standards, and the other regulatory action levels established under the agency’s rules. The EPA has established NPDWRs for more than ninety (90) contaminants and has identified and listed other contaminants which may require national drinking water regulation in the future. Further, the EPA has established a NPDWR for six (6) Per- and Polyflouroalkyl Substances (“PFAS”), which requires public water systems to perform certain monitoring and remediation measures. Public water systems may be subject to additional PFAS regulation in the future, which could increase the cost of constructing, operating, and maintaining water production and distribution facilities.

Texas Pollutant Discharge Elimination System (“TPDES”) permits set limits on the type and quantity of discharge, in accordance with state and federal laws and regulations. The TCEQ reissued the TPDES Construction General Permit (TXR150000) (“CGP”), with an effective date of March 5, 2023, which is a general permit authorizing the discharge of stormwater runoff associated with small and large construction sites and certain non-stormwater discharges into surface water in the state. The CGP has a 5-year permit term, and is then subject to renewal. Moreover, the Clean Water Act (“CWA”) and Texas Water Code require municipal wastewater treatment plants to meet secondary treatment effluent limitations and more stringent water quality-based limitations and requirements to comply with the

Texas water quality standards. Any water quality-based limitations and requirements with which a municipal utility district must comply may have an impact on the municipal utility district's ability to obtain and maintain compliance with TPDES permits.

The District is subject to the TCEQ's General Permit for Phase II (Small) Municipal Separate Storm Sewer Systems (the "MS4 Permit"), which was issued by the TCEQ on August 15, 2024. The MS4 Permit authorizes the discharge of stormwater to surface water in the state from small municipal separate storm sewer systems. The District has applied for coverage under the MS4 Permit and is awaiting final approval from the TCEQ. Costs associated with these compliance activities could be substantial in the future.

Operations of utility districts, including the District, are also potentially subject to requirements and restrictions under the CWA regarding the use and alteration of wetland areas that are within the "waters of the United States." The District must obtain a permit from the United States Army Corps of Engineers ("USACE") if operations of the District require that wetlands be filled, dredged, or otherwise altered.

In 2023, the Supreme Court of the United States issued its decision in *Sackett v. EPA*, which clarified the definition of "waters of the United States" and significantly restricted the reach of federal jurisdiction under the CWA. Under the *Sackett* decision, "waters of the United States" includes only geographical features that are described in ordinary parlance as "streams, oceans, rivers, and lakes" and to adjacent wetlands that are indistinguishable from such bodies of water due to a continuous surface connection. Subsequently, the EPA and USACE issue a final rule amending the definition of "waters of the United States" under the CWA to conform with the Supreme Court's decision.

While the *Sackett* decision and subsequent regulatory action removed a great deal of uncertainty regarding the ultimate scope of "waters of the United States" and the extent of EPA and USACE jurisdiction, operations of municipal utility districts, including the District, could potentially be subject to additional restrictions and requirements, including additional permitting requirements, in the future.

Specific Flood Type Risks

The District is subject to the following flood risks:

Riverine, or fluvial, flooding occurs when water levels rise over the top of river, bayou or channel banks due to excessive rain from tropical systems making landfall and/or persistent thunderstorms over the same area for extended periods of time. The damage from a riverine flood can be widespread. The overflow can affect smaller rivers and streams downstream or may sheet-flow over land. Flash flooding is a type of riverine flood that is characterized by an intense, high velocity torrent of water that occurs in an existing river channel with little to no notice. Flash flooding can also occur even if no rain has fallen, for instance, after a levee, dam or reservoir has failed or experienced an uncontrolled release, or after a sudden release of water by a debris or ice jam. In addition, planned or unplanned controlled releases from a dam, levee or reservoir also may result in flooding in areas adjacent to rivers, bayous or man made drainage systems downstream (canals or channels).

Risk Factors Related to the Purchase of Municipal Bond Insurance

The District has applied for a bond insurance policy (the "Policy") to guarantee the scheduled payment of principal and interest on the Bonds. If the Policy is purchased, investors should be aware of the following risk factors:

The long-term ratings on the Bonds are dependent in part on the financial strength of the insurer and its claim paying ability. The insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the insurer and of the ratings on the Bonds insured by the insurer will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds. See "MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE."

The obligations of the insurer are contractual obligations and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies. Neither the District nor the Initial Purchaser has made independent investigations into the claims paying ability of the insurer and no assurance or representation regarding the financial strength or projected financial strength of the insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the

District to pay principal and interest on the Bonds and the claims-paying ability of the insurer, particularly over the life of the investment. See “MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE” for further information provided by the Insurer and the Policy, which includes further instructions for obtaining current financial information concerning the Insurer.

THE BONDS

General

The following is a description of some of the terms and conditions of the Bonds, which description is qualified in its entirety by reference to the Bond Resolution. The Bond Resolution authorizes the issuance and sale of the Bonds and prescribes the terms, conditions, and provisions for the payment of the principal of and interest on the Bonds by the District.

The Bonds will be dated and accrue interest from January 1, 2026, which interest is payable on March 1, 2026, and on each September 1 and March 1 thereafter (each, an “Interest Payment Date”), until the earlier of maturity or prior redemption. The Bonds mature on September 1 in the amounts and years and bear interest at the rates shown on the cover page of this Official Statement. Interest calculations are based on a 360-day year comprised of twelve 30-day months.

The Bonds will be issued in fully registered form in denominations of \$5,000 or integral multiples thereof.

Authority for Issuance

At a bond election held within the District on November 5, 2019, the voters of the District authorized the issuance of a total of \$104,060,000 principal amount of unlimited tax bonds for roads and refunding outstanding road bonds. The Bonds are being issued pursuant to such authorization. After issuance of the Bonds, \$85,970,000 principal amount of unlimited tax bonds will remain authorized but unissued for roads and refunding outstanding road bonds. See “Issuance of Additional Debt” below.

The Bonds are issued pursuant to the Bond Resolution; an election held within the District; approval by the City; Article III, Section 52 of the Texas Constitution; and the general laws of the State of Texas, including Chapters 49 and 54 of the Texas Water Code, as amended.

Before the Bonds can be issued, the Attorney General of Texas must pass upon the legality of certain related matters. The Attorney General of Texas does not guarantee or pass upon the safety of the Bonds as an investment or upon the adequacy of the information contained in this Official Statement.

Source of and Security for Payment

While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, the District covenants in the Bond Resolution to levy a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, upon all taxable property in the District sufficient to pay the principal of and interest on the Bonds, the Outstanding Bonds, and any future bonds payable in whole or in part from taxes, with full allowance being made for delinquencies and costs of collection.

In the Bond Resolution, the District covenants that said taxes are irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

The Bonds are obligations of the District and are not the obligations of the State of Texas, Brazos County, the City, or any entity other than the District.

Funds

In the Bond Resolution, the Road Debt Service Fund is confirmed, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by the Bond Resolution shall be deposited, as collected, in such fund.

The District also maintains a Water, Sewer and Drainage Debt Service that is not pledged to Road Bonds, including the Bonds. Funds in the Water, Sewer and Drainage Debt Service are not available to pay principal of and interest on Road Bonds, including the Bonds.

Accrued interest and twelve (12) months of capitalized interest on the Bonds shall be deposited into the Road Debt Service Fund upon receipt. The remaining proceeds from the sale of the Bonds, including interest earnings thereon, shall be deposited into the Road Capital Projects Fund, to pay the costs of acquiring or constructing road facilities, to pay for developer interest and to pay the costs of issuing the Bonds. See "USE AND DISTRIBUTION OF BOND PROCEEDS" for a more complete description of the use of Bond proceeds.

Method of Payment of Principal and Interest

In the Bond Resolution, the Board has appointed The Bank of New York Mellon Trust Company, N.A. in Houston, Texas as the initial Paying Agent/Registrar for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, at the principal payment office of the Paying Agent/Registrar in Houston, Texas. Interest on each Bond shall be payable by check or draft payable on each Interest Payment Date, mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Registered Owners as shown on the Register on the fifteenth (15th) day (whether or not a business day) of the month prior to each interest payment date (defined herein as the "Record Date"), to the address of such Registered Owner as shown on the Paying Agent/Registrar's records (the "Register") or by such other customary banking arrangements as may be agreed to by the Paying Agent/Registrar and the Registered Owners at the risk and expense of the Registered Owners.

If the date for payment of the principal of or interest on any Bond is not a business day, then the date for such payment shall be the next succeeding business day, as defined in the Bond Resolution.

No Arbitrage

The District will certify as of the date the Bonds are delivered and paid for that, based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered and paid for, the District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds, or any portion of the Bonds, to be "arbitrage bonds" under the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed thereunder. Furthermore, all officers, employees, and agents of the District have been authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the District as of the date the Bonds are delivered and paid for.

In particular, all or any officers of the District are authorized to certify to the facts and circumstances and reasonable expectations of the District on the date the Bonds are delivered and paid for regarding the amount and use of the proceeds of the Bonds. Moreover, the District covenants in the Bond Resolution that it shall make such use of the proceeds of the Bonds, regulate investment of proceeds of the Bonds, and take such other and further actions and follow such procedures, including, without limitation, calculating the yield on the Bonds, as may be required so that the Bonds shall not become "arbitrage bonds" under the Code and the regulations prescribed from time to time thereunder.

Redemption Provisions

The District reserves the right, at its option, to redeem the Bonds maturing on and after September 1, 2032, prior to their scheduled maturities, in whole or from time to time in part, in integral multiples of \$5,000, on September 1, 2031, or on any date thereafter, at a price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If fewer than all of the Bonds are redeemed at any time, the particular maturities and amounts of Bonds to be redeemed shall be selected by the District. If fewer than all the Bonds of any maturity are redeemed at any time, the particular Bonds within a maturity to be redeemed shall be selected by the Paying Agent/Registrar by lot or other customary method of selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Paying Agent/Registrar at least thirty (30) days prior to the date fixed for redemption by sending written notice by first class

mail to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the register. Such notices shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment and, if fewer than all the Bonds outstanding within any one maturity are to be redeemed, the numbers of the Bonds or the portions thereof to be redeemed. Any notice given shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice.

By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Registered Owners to collect interest that would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

Record Date

The record date for payment of the interest on any regularly scheduled Interest Payment Date is defined as the 15th day of the month (whether or not a business day) preceding such Interest Payment Date.

Registration and Transfer

So long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the register at its principal payment office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of the Bond Resolution. While the Bonds are in the Book-Entry-Only System, the Bonds will be registered in the name of Cede & Co. and will not be transferred. See "BOOK-ENTRY-ONLY SYSTEM."

Replacement of Paying Agent/Registrar

Provision is made in the Bond Resolution for replacement of the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the District, the new paying agent/registrar shall act in the same capacity as the previous Paying Agent/Registrar. Any paying agent/registrar selected by the District shall be a national or state banking institution, a corporation organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise trust powers, and subject to supervision or examination by federal or state authority, to act as Paying Agent/Registrar for the Bonds.

Lost, Stolen or Destroyed Bonds

In the event the book-entry-only system is discontinued, upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, stolen or destroyed, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall, upon receipt of certain documentation from the Registered Owner and an indemnity bond, execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount bearing a number not contemporaneously outstanding.

Registered Owners of lost, stolen or destroyed bonds will be required to pay the District's costs to replace such bond. In addition, the District or the Paying Agent/Registrar may require the Registered Owner to pay a sum sufficient to cover any tax or other governmental charge that may be imposed.

Issuance of Additional Debt

After issuance of the Bonds, the District will have \$85,970,000 principal amount of unlimited tax bonds authorized but unissued for roads and refunding of such outstanding bonds and \$215,505,000 principal amount of unlimited tax bonds authorized but unissued for water, sanitary sewer, drainage and storm sewer systems and refunding of such outstanding bonds. The District anticipates issuing additional bonds in the future. The Bond Resolution imposes no limitation on the amount of additional parity bonds which may be authorized for issuance by the District's voters or

the amount ultimately issued by the District. See “USE AND DISTRIBUTION OF BOND PROCEEDS—Future Debt” and “UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED.”

The District also is authorized by statute to engage in fire-fighting activities, including the issuing of bonds payable from taxes for such purpose. Before the District could issue fire-fighting bonds payable from taxes, the following actions would be required: (a) approval of a detailed fire plan by the Commission; (b) authorization of a detailed fire plan and fire bonds by the District’s voters at an election; (c) approval of bonds by the Commission; and (d) approval of bonds by the Attorney General of Texas. The Board has not considered preparing such a fire plan or calling such an election at this time.

Because the District is located within Brazos County, current law does not authorize the District to issue bonds for parks and recreational facilities purposes.

Issuance of additional bonds and the levy of taxes in connection therewith could dilute the investment security for the Bonds.

Annexation by the City; Strategic Partnership Agreement

Chapter 42, Texas Local Government Code, provides that, within the limits described therein, the unincorporated area contiguous to the corporate limits of any city comprises that city’s extraterritorial jurisdiction. The size of extraterritorial jurisdiction depends in part on the city’s population. For the City, the extraterritorial jurisdiction consists of all the contiguous unincorporated areas not a part of any other city or any other city’s extraterritorial jurisdiction and within three (3) miles of the corporate limits of the City. With certain exceptions, a city may annex territory only within the confines of its extraterritorial jurisdiction. When a city annexes additional territory, the city’s extraterritorial jurisdiction expands in conformity with such annexation.

The District lies within the extraterritorial jurisdiction of the City. The City cannot annex territory within the District unless it annexes the entire District. The City may not annex the District unless (i) such annexation has been approved by a majority of those voting in an election held for that purpose within the area to be annexed, and (ii) if the registered voters in the area to be annexed do not own more than 50 percent of the land in the area, a petition has been signed by more than 50 percent of the landowners consenting to the annexation. Notwithstanding the preceding sentence, the described election and petition process does not apply during the term of a strategic partnership agreement under Section 43.0751, Texas Local Government Code between the City and the District specifying the procedures for full purpose annexation of all or a portion of the District.

The District and the City entered into a Strategic Partnership Agreement for a term of thirty (30) years beginning May 31, 2016. Pursuant to the Strategic Partnership Agreement which sets forth the terms of full purpose annexation, the City will not annex the property in the District until (i) at least 90% of the developable acreage within the District has been developed with water, wastewater and drainage and road facilities, and (ii) the Developers have been reimbursed to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement. In the event a commercial area is developed, the city may annex for limited purposes such commercial area, and the City may impose its sales and use tax within the commercial area. If the District is annexed, the City will assume the District’s assets and obligations (including the Bonds) and dissolve the District (see “UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION.”) The City may decide in its sole discretion to continue the District as a “limited district” for a period of up to ten years. No representation is made as to whether or not the City will annex the District at any time in the future. Moreover, no representation is made concerning the ability of the City to make debt service payments should annexation occur.

Consolidation

The District has the legal authority to consolidate with other districts and, in connection therewith, to provide for the consolidation of its assets (such as cash and the utility system) and liabilities (such as the Bonds), with the assets and liabilities of districts with which it is consolidating. Although no consolidation is presently contemplated by the District, no representation is made concerning the likelihood of consolidation in the future.

Remedies in Event of Default

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Resolution, or defaults in the observance or performance of any other covenants, conditions, or obligations set forth in the Bond Resolution, the Registered Owners have the statutory right of a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Resolution. Except for mandamus, the Bond Resolution does not specifically provide for remedies to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Registered Owners. Statutory language authorizing local governments such as the District to sue and be sued does not waive the local government's sovereign immunity from suits for money damages, so that in the absence of other waivers of such immunity by the Texas Legislature, a default by the District in its covenants in the Bond Resolution may not be reduced to a judgment for money damages. If such a judgment against the District were obtained, it could not be enforced by direct levy and execution against the District's property. Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Registered Owners may further be limited by a State of Texas statute reasonably required to attain an important public purpose or by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions, such as the District. See "RISK FACTORS - Registered Owners' Remedies and Bankruptcy Limitations."

Legal Investment and Eligibility to Secure Public Funds in Texas

The following is quoted from Section 49.186 of the Texas Water Code, and is applicable to the District:

“(a) All bonds, notes, and other obligations issued by a district shall be legal and authorized investments for all banks, trust companies, building and loan associations, savings and loan associations, insurance companies of all kinds and types, fiduciaries, and trustees, and for all interest and sinking funds and other public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic.”

“(b) A district's bonds, notes, and other obligations are eligible and lawful security for all deposits of public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic, to the extent of the market value of the bonds, notes, and other obligations when accompanied by any unmatured interest coupons attached to them.”

The Public Funds Collateral Act (Chapter 2257, Texas Government Code) also provides that bonds of the District (including the Bonds) are eligible as collateral for public funds.

No representation is made that the Bonds will be suitable for or acceptable to financial or public entities for investment or collateral purposes. No representation is made concerning other laws, rules, regulations, or investment criteria which might apply to or which might be utilized by any of such persons or entities to limit the acceptability or suitability of the Bonds for any of the foregoing purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the suitability or acceptability of the Bonds for investment or collateral purposes.

Defeasance

The Bond Resolution provides that the District may discharge its obligations to the Registered Owners of any or all of the Bonds to pay principal, interest, and redemption price thereon in any manner permitted by law. Under current Texas law, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State of Texas a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any place of payment (paying agent) of the Bonds or other obligations of the District payable from revenues or from ad valorem taxes or both, amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct obligations of the United States of America, (b) noncallable obligations of an agency or instrumentality of the

United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and that mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds.

Upon such deposit as described above, such bonds shall no longer be regarded as outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the District to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in the future in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds.

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Direct Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) prepayment or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will do so on a timely basis or that DTC, DTC Direct Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedure" of DTC to be followed in dealing with DTC Direct Participants are on file with DTC.

The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. The Bonds will be issued as fully-registered Bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. With respect to the Bonds, one fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a rating of "AA+"

from S&P Global Ratings. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase.

Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but neither the District nor the Initial Purchaser take any responsibility for the accuracy thereof.

THE DISTRICT

General

The District was created by order of the TCEQ dated January 14, 2015. The District contains approximately 553 acres of land and is located in Brazos County on the east side of Texas State Highway 6 and the north side of Peach Creek Cut Off Road. The District is approximately 8 miles south of downtown College Station. The District abuts the corporate limits of and lies entirely within the extraterritorial jurisdiction of the City and within the boundaries of the College Station Independent School District. See "AERIAL PHOTOGRAPH."

The District is empowered, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District is also empowered to construct thoroughfare, arterial and collector roads and improvements in aid thereof. The District may issue bonds and other forms of indebtedness to purchase or construct all of such facilities.

The TCEQ exercises continuing supervisory jurisdiction over the District only for the water, wastewater and drainage projects. The District is required to observe certain requirements of the City which, along with Texas law, limit the purposes for which the District may sell bonds for the acquisition, construction, and improvement of facilities and the refunding of outstanding debt obligations; limit the net effective interest rate on such bonds and other terms of such bonds; and require certain public facilities to be designed in accordance with applicable City standards. Construction and operation of the District's facilities are subject to the regulatory jurisdiction of additional government agencies. See "UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION."

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Land Use

<i>Single Family Residential</i>	Approximate Acres	Lots
Southern Pointe Community Section 100.....	49.18	150
Southern Pointe Community Section 101.....	10.44	57
Southern Pointe Community Section 102.....	9.90	56
Southern Pointe Community Section 103/119.....	14.85	84
Southern Pointe Community Section 104/120.....	11.99	65
Southern Pointe Community Section 200.....	26.07	65
Southern Pointe Community Section 201.....	15.76	83
Southern Pointe Community Section 106.....	10.40	57
Southern Pointe Community Section 400.....	15.51	67
Southern Pointe Community Section 202.....	18.81	97
Southern Pointe Community Section 105.....	14.06	69
Southern Pointe Community Section 203.....	23.59	129
Southern Pointe Community Section 700	18.08	88
Southern Pointe Community Section 600 (a).....	16.28	81
Southern Pointe Community Section 500 (b).....	11.25	59
Subtotal.....	266.17	1,207
Future Development (c).....	171.29	
Future Commercial and Multi-family (d).....	55.33	
Recreation/Open Space.....	60.07	
Total.....	553	

(a) Lots under construction, expected to be completed in November 2025.

(b) Lots under construction, expected to be completed in January 2026.

(c) Includes approximately 70.82 acres of land expected to be served with underground utilities in the second quarter of 2026.

(d) Utility construction is underway with completion expected in August 2026.

Status of Development

Status of Development as of November 3, 2025:

Completed Occupied Homes.....	752
Completed Unoccupied Homes (including 6 model homes).....	66
Homes Under Construction.....	50
Completed Lots Available for Home Construction.....	199
Lots Under Construction Residential.....	498 (a)
Lots Under Construction Commercial.....	20
Estimated Population.....	2,632 (b)

(a) Includes 81 lots in Section 600 expected to be completed in November 2025, 59 lots in Section 500 expected to be completed in January 2026 and 358 lots on approximately 70.82 acres of land expected to be completed in the second quarter of 2026. See “THE DISTRICT—Land Use.”

(b) Based on 3.5 persons per occupied single-family residence.

Development in the District began in 2017. With the consent of the District, the Developers have financed the design and construction of underground utility and road facilities to serve approximately 238.64 acres developed as 1,067 single-family residential lots. The District is being developed as a single-family residential development known as Southern Pointe Community. Amenities constructed in the District include walking trails and ponds on approximately 60.07 acres. As of November 1, 2025, the District contained 752 single-family homes completed and occupied, 66 vacant single-family homes (including 6 model homes), 50 single-family homes under construction, and 199 completed lots available for home construction.

The Developers are currently developing approximately 16.28 acres (81 single-family residential lots) with expected completion of November 2025, approximately 11.25 acres (59 single-family residential lots) with expected completion date of January 2026 and approximately 70.82 acres (358 single-family residential lots) with expected completion by the second quarter of 2026. Construction of underground utilities is also underway for approximately 55.33 acres in the District, which will be developed for commercial and multi-family development. Of this area a regional real estate office has been constructed on approximately 1.96 acres and a convenience store and gas station have been constructed on approximately 2.99 acres. The remainder of the District consists of approximately 100.47 acres of developable but undeveloped land.

Homebuilders

Homebuilding in the District is being conducted by Stylecraft Builders, Lennar Homes, Omega Builders, Kaleo Homes, Continental Homes (a subsidiary of D.R. Horton), Ranger Home Builders, and Brightland Homes (formerly Gehan Homes). New homes in the District range in price from approximately \$301,000 to \$420,000.

Future Development

Approximately 171.29 acres of land in the District are not yet fully served with water, sanitary sewer and drainage and storm sewer facilities or roads necessary for the construction of taxable improvements (including approximately 98.35 acres for which utility construction is underway). While the Developers anticipate future development of this acreage as business conditions warrant, there can be no assurances if and when any of such undeveloped land will ultimately be developed. The District anticipates issuing additional bonds to accomplish full development of the District. See “RISK FACTORS—Possible Impact on District Tax Rates.” The Engineer has stated that under current development plans, the remaining authorized but unissued bonds (\$85,970,000 principal amount for roads and \$215,505,000 principal amount for water, sanitary sewer, drainage and storm sewer facilities) should be sufficient to finance the construction of water, sanitary sewer, drainage and storm sewer facilities and roads for full development of the District. See “THE SYSTEM” and “THE ROAD SYSTEM.”

MANAGEMENT

Board of Directors

The District is governed by the Board of Directors, consisting of five directors, which has control over and management supervision of all affairs of the District. Each of the five current Directors owns land and/or resides in the District. Directors are elected by the voters within the District for four-year staggered terms. Director elections are held only in even numbered years. The Directors and Officers of the District are listed below:

<u>Name</u>	<u>District Board Title</u>	<u>Term Expires</u>
Robert "Hunter" Goodwin	President	May 2028
Charles Moreau	Vice President	May 2026
Lawrence B. Hodges Jr.	Secretary	May 2028
Kyle Davis	Assistant Secretary	May 2028
Brian G. Fisher	Assistant Vice President	May 2026

While the District does not employ any full-time employees, it has contracted for certain services as follows:

Tax Assessor/Collector

Land and improvements within the District are appraised for ad valorem taxation purposes by the Brazos Central Appraisal District. The District’s Tax Assessor/Collector is engaged by the Board of Directors of the District. B&A Municipal Tax Service, LLC is currently serving in this capacity for the District.

Bookkeeper

The District has engaged Municipal Accounts & Consulting, L.P. to serve as the District’s bookkeeper.

System Operator

The City operates the District’s water and sanitary sewer system pursuant to a utility agreement dated May 31, 2016,

and amended on December 2, 2016. See “UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION.”

Engineer

The consulting engineer for the District in connection with the design and construction of the District’s facilities is Pape-Dawson Engineers, Inc. (the “Engineer”).

Attorney

The District has engaged Allen Boone Humphries Robinson LLP as general counsel and as Bond Counsel in connection with the issuance of the Bonds. The legal fees to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds are based on a percentage of the Bonds actually issued, sold and delivered and, therefore, such fees are contingent on the sale and delivery of the Bonds. The legal fees paid to Allen Boone Humphries Robinson LLP in its capacity as General Counsel are based on time charges actually incurred.

Financial Advisor

Post Oak Municipal Advisors LLC (the “Financial Advisor”) serves as financial advisor to the District. The fee to be paid the Financial Advisor is contingent upon sale and delivery of the Bonds.

Disclosure Counsel

McCall, Parkhurst & Horton L.L.P., Houston, Texas, (“Disclosure Counsel”) serves as Disclosure Counsel to the District. The fee to be paid Disclosure Counsel for services rendered in connection with the issuance of the Bonds is contingent on the issuance, sale and delivery of the Bonds.

Auditor

As required by the Texas Water Code, the District retains an independent auditor to audit the District’s financial statements annually, which audited financial statements are filed with the Commission. The District’s financial statements for the fiscal year ended November 30, 2024, have been audited by McGrath & Co., PLLC. See “APPENDIX A” for a copy of the District’s November 30, 2024, audited financial statements.

UTLILTY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION

The District operates pursuant to a Utility Agreement between the City and the District, dated as of May 31, 2016, and amended on December 2, 2016 (the “Utility Agreement”). Pursuant to the Utility Agreement, the District assumed responsibility for acquiring and constructing for the benefit of, and for the ultimate conveyance to, the City, the water distribution, wastewater collection and storm water facilities to serve development occurring within the boundaries of the District (the “Facilities”); the City agreed to accept the Facilities for operation and maintenance at the sole cost of the City in consideration for the District’s financing, acquisition and construction of the Facilities. In order to secure performance by the City of its obligations under the Utility Agreement, the District retains a security interest in the Facilities transferred to the City until the District’s bonds issued to acquire and construct the Facilities are paid off. It is the City’s obligation to set rates and charges for the use of the Facilities and to bill and collect such rates and charges from customers of the Facilities. The City may levy a surcharge of up to 50% of the then-current water and wastewater rates to each customer in the District to recover capital costs of providing such services. Other than the surcharges, the City agrees to charge residents of the District equal and uniform water and wastewater rates as those users of similar classifications in non-municipal utility district areas of the City. All revenues from the Facilities belong exclusively to the City. The Utility Agreement provides that the Facilities shall be designed and constructed in accordance with the City’s requirements and criteria.

The City agrees to provide the District with its ultimate requirements for water supply capacity and wastewater treatment capacity without capital charges of any kind (other than rate surcharges discussed above). The City has covenanted to maintain the Facilities, or cause the Facilities to be maintained, in good condition and working order and to operate the same, or cause the same, to be operated in an efficient and economical manner at a reasonable cost and in accordance with sound business principles. The City has also covenanted to comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any

governmental or judicial body promulgating the same. Under the Utility Agreement, the District is authorized to issue bonds to finance the construction and acquisition of the Facilities. The Bonds must be approved by the City to the extent that such issuance complies with the City's policy related to municipal utility districts.

The City's right to dissolve the District is restricted under the Utility Agreement and the Strategic Partnership Agreement (see "THE BONDS—Annexation by the City: Strategic Partnership Agreement"). Under the terms of the Utility Agreement, the City agrees that it will not dissolve the District until ninety percent of the District's Facilities have been developed and the developer advancing funds to construct the Facilities have been reimbursed to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

THE DEVELOPERS AND MAJOR LANDOWNER

Role of a Developer

In general, the activities of a landowner or developer in a district such as the District include designing the project, defining a marketing program and setting building schedules; securing necessary governmental approvals and permits for development; arranging for the construction of roads and the installation of utilities; and selling or leasing improved tracts or commercial reserves to other developer or third parties. A developer is under no obligation to a district to undertake development activities according to any particular plan or schedule. Furthermore, there is no restriction on a developer's right to sell any or all of the land which the developer owns within a district. In addition, the developer is ordinarily the major taxpayer within the district during the early stages of development. The relative success or failure of a developer to perform in the above-described capacities may affect the ability of a district to collect sufficient taxes to pay debt service and retire bonds.

Prospective purchasers of the Bonds should note that the prior real estate experience of the Developer should not be construed as an indication that further development within the District will occur, or that construction of taxable improvements upon property within the District will occur, or that marketing or leasing of taxable improvements constructed upon property within the District will be successful. Circumstances surrounding development within the District may differ from circumstances surrounding development of other land in several respects, including the existence of different economic conditions, financial arrangements, homebuilders, geographic location, market conditions, and regulatory climate. No representation is made as to the relative success of any of the projects mentioned above, and no assurance as to the future performance of the Developer should be inferred. Prospective purchasers are urged to inspect the District in order to acquaint themselves with the nature of the Developer's business activities.

The Developers and the Major Landowner

BV Southern Pointe Development, Inc., a Texas corporation ("BVSoPo" or the "Developer"), was formed for the purpose of developing single-family residential land in the District and currently owns approximately 181.91 acres in Southern Pointe.

Lennar Homes of Texas Land and Construction, Ltd. d/b/a Friendswood Development Company (the "Developer" or "Lennar") has purchased approximately 93.5 acres of land sold by BVSoPo. Lennar is under contract to BVSoPo to develop approximately 119.73 additional acres within the District.

Phillips 3 Land Holdings LLC ("Phillips" or the "Major Landowner") was formed for the purpose of owning all land in the District for future development. Phillips currently owns approximately 21.80 acres in the District. BVSoPo and the Major Landowner are related entities through associated ownership.

THE ROAD SYSTEM

All roadways are designed and constructed in accordance with the City and Brazos County standards, rules, and regulations. Upon acceptance by Brazos County, the District is responsible for operation and maintenance costs through an interlocal agreement until such time as the District is annexed by the City.

These roads lie within the public right-of-way. In addition to the roadway, public utilities such as underground water, sewer and drainage facilities are located within the right-of-way. The right-of-way is also shared by streetlights, sidewalks, and franchise utilities (including power, gas, telephone, fiber, and cable).

THE SYSTEM

Water Supply

Water supply for the District is provided by the City pursuant to the Utility Agreement. Pursuant to the Utility Agreement, as amended, the City provides the District with sufficient capacity to serve the ultimate development of the District. The District has constructed an off-site water line to the City's water supply system.

The District has no emergency interconnects.

The City provides capacity for the District's water supply and their facilities have sufficient capacity to serve the ultimate development of the District.

Wastewater Treatment

Wastewater treatment for the District is provided by the City pursuant to the Utility Agreement. Pursuant to the Utility Agreement, as amended, the City's plant capacity of 3.04 million gallons per day (MGD) provides the District with sufficient capacity to serve the ultimate development of the District. The District has also constructed an off-site sewer line to the City's plant.

The City provides capacity for the District's wastewater treatment and their facilities have sufficient capacity to serve the ultimate development of the District.

Storm Water Drainage

Storm water drainage for the District is collected by a storm sewer system. The system drains into a detention pond ultimately discharging to Peach Creek.

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USE AND DISTRIBUTION OF BOND PROCEEDS

The estimated use and distribution of Bond proceeds is shown below. Of proceeds to be received from sale of the Bonds, \$5,650,952 is estimated for construction costs and land acquisition costs, \$1,296,724 is estimated for non-construction costs, (including developer interest and capitalized interest) and \$427,324 is estimated for issuance costs and fees.

I. CONSTRUCTION COSTS

1) Southern Pointe Section 100.....	\$ 996,855
2) Southern Pointe SH 6 Entrance.....	141,005
3) Southern Pointe Section 200.....	18,550
4) Southern Pointe Section 101.....	140,160
5) Southern Pointe Sections 104 & 120.....	676,337
6) Southern Pointe Sections 102.....	19,988
7) Southern Pointe Section 201.....	12,770
8) Southern Pointe Sections 103 & 119.....	40,381
9) Southern Pointe Section 400.....	10,939
10) Southern Pointe Section 111 (Southern Pointe & Mather Parkway).....	2,188,260
12) Southern Pointe Section 106.....	450,017
11) Land Cost.....	556,307
13) Engineering is 10.00% of Items 1-11.....	399,383
Total Construction Cost.....	\$ 5,650,952

II. NON-CONSTRUCTION COSTS

• Capitalized Interest (12 months at 5.00%) (a)	\$ 368,750
• Developer Interest	692,804
• Bond Discount (3.00%) (a)	221,250
• Operating Advances.....	13,920
Total Non-Construction Costs.....	\$ 1,296,724

III. ISSUANCE COSTS AND FEES

• Legal Fees.....	\$ 187,500
• Fiscal Agent Fees.....	147,500
• Attorney General Fee (0.10% of BIR or \$9,500).....	7,375
• Bond Issuance Costs.....	49,949
• Engineering Fees.....	35,000
Total Issuance Cost and Fees.....	\$ 427,324
TOTAL BOND ISSUE.....	\$ 7,375,000

(a) In the event approved estimated amounts exceed actual costs, the difference comprises a surplus which may be expended for authorized purposes.

Future Debt

The Developers and Major Landowner have financed the cost of creation of the District and the land, engineering and construction costs of underground utilities and roads to serve the District, as well as certain other District improvements. After reimbursement from proceeds of the Bonds, the Developers will have expended approximately \$33,840,000 for design, construction and acquisition of water, sanitary sewer, and drainage facilities and roadways not yet reimbursed. It is anticipated that proceeds from future issues of District bonds will be used, in part, to reimburse the Developers for these costs to the extent allowed by the Commission. The District contains approximately 171.29 acres of developable land not presently served with water distribution, wastewater collection and storm drainage facilities or roads (including approximately 98.35 acres for which utility construction is underway). It is anticipated that additional bonds will be issued to finance the construction of these facilities to serve this undeveloped acreage. The District can make no representation that any additional development will occur within the District. The Engineer has stated that the District's authorized but unissued bonds will be adequate, under present land use projections, to finance such improvements.

UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED

Date of Authorization	Purpose	Amount Authorized	Issued to Date	Amount Unissued
11/5/2019	Water, Sanitary Sewer, Drainage and Storm Sewer Systems, & Refunding	\$235,600,000	\$20,095,000	\$215,505,000
11/5/2019	Roads & Refunding Bonds	\$104,060,000	\$18,090,000 (a)	\$85,970,000

(a) Includes the Bonds.

FINANCIAL STATEMENT (UNAUDITED)

2025 Certified Taxable Assessed Valuation.....	\$233,987,145 (a)
Estimated Taxable Assessed Valuation as of August 1, 2025.....	\$312,670,759 (b)

District Debt:

Outstanding Bonds (as of November 1, 2025).....	\$30,145,000
The Bonds.....	<u>7,375,000</u>
Gross Debt Outstanding (after issuance of the Bonds).....	\$37,520,000

Ratio of Gross Debt to 2025 Certified Taxable Assessed Valuation.....	16.04%
Ratio of Gross Debt to Estimated Taxable Assessed Valuation as of August 1, 2025.....	12.00%

Area of District: 553 acres
Estimated 2025 Population: 2,632 (c)

- (a) As certified by the Brazos Central Appraisal District (the "Appraisal District"). See "TAX PROCEDURES."
- (b) Provided by the Appraisal District for information purposes only. Such amount reflects the estimated value of taxable improvements on August 1, 2025. Taxes are levied based on value as certified by the Appraisal District as of January 1 of each year. No tax will be levied on such amount until it is certified. Increases in value occurring between January 1, 2025, and January 1, 2026, will be certified as of January 1, 2026. See "TAX PROCEDURES."
- (c) Based on 3.5 persons per occupied single-family residence.

Cash and Investment Balances (unaudited as of November 7, 2025)

Operating Fund	Cash and Temporary Investments	\$521,678
Road Escrow Fund	Cash and Temporary Investments	\$58,458 (a)
Road Debt Service Fund	Cash and Temporary Investments	\$399,653 (b) (c)
WS&D Debt Service Fund	Cash and Temporary Investments	\$956,853 (b)
Road Capital Projects Fund	Cash and Temporary Investments	\$32,029
WS&D Capital Projects Fund	Cash and Temporary Investments	\$0

- (a) The District maintains funds in the Road Escrow Fund for maintenance of public roads in accordance with its agreement with Brazos County. The District has levied a road maintenance tax for 2025. Those funds will be deposited into the Road Escrow Fund.
- (b) Neither Texas law nor the Bond Resolution requires the District to maintain any minimum balance in the Debt Service Fund. Although all of the District's debt, including the Outstanding Bonds and the Bonds, is payable from an unlimited tax pledge on parity, a pro rata portion of the District's ad valorem tax revenue will be allocated to bonds sold for road facilities, including the Bonds (the "Road Bonds"), and a portion will be allocated to bonds sold for water, sanitary sewer, drainage and storm sewer facilities (the "Water, Sewer and Drainage Bonds"). See "FINANCIAL STATEMENT (UNAUDITED)—Outstanding Bonds." The Road Debt Service Fund is not pledged to the Water, Sewer and Drainage Bonds and the Water, Sewer and Drainage Debt Service Fund is not pledged to the Road Bonds.
- (c) Accrued interest and twelve (12) months of capitalized interest on the Bonds will be deposited to the Road Debt Service Fund. See "USE AND DISTRIBUTION OF BOND PROCEEDS." Neither Texas law nor the Bond Resolution requires the District to maintain any minimum balance in the Debt Service Fund.

Outstanding Bonds

<u>Series</u>	<u>Original Principal Amount</u>	<u>Principal Amount Outstanding as of September 30, 2025</u>
2020 (a)	\$ 2,000,000	\$ 1,775,000
2022	1,590,000	1,465,000
2023	4,005,000	3,855,000
2024 (a)	8,715,000	8,550,000
2025	14,500,000	14,500,000
		<u>\$ 30,145,000</u>

(a) Unlimited Tax Road Bonds.

Investments of the District

The District has adopted an Investment Policy as required by the Public Funds Investment Act, Chapter 2256, Texas Government Code. The District's goal is to preserve principal and maintain liquidity while securing a competitive yield on its portfolio. Funds of the District will be invested in short term U.S. Treasuries, certificates of deposit insured by the Federal Deposit Insurance Corporation ("FDIC") or secured by collateral evidenced by perfected safekeeping receipts held by a third party bank, and public funds investment pools rated in the highest rating category by a nationally recognized rating service. The District does not currently own, nor does it anticipate, the inclusion of long term securities or derivative products in the District portfolio.

ESTIMATED OVERLAPPING DEBT STATEMENT

Expenditures of the various taxing entities within the territory of the District are paid out of ad valorem taxes levied by such entities on properties within the District. Such entities are independent of the District and may incur borrowings to finance their expenditures. This statement of direct and estimated overlapping ad valorem tax bonds ("Tax Debt") was developed from information contained in the "Texas Municipal Reports" published by the Municipal Advisory Council of Texas. Except for the amounts relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person should rely upon such information as being accurate or complete. Furthermore, certain of the entities listed may have issued additional bonds since the date hereof, and such entities may have programs requiring the issuance of substantial amounts of additional bonds, the amount of which cannot be determined. The following table reflects the estimated share of the overlapping Tax Debt of the District.

<u>Taxing Jurisdiction</u>	<u>Outstanding Bonds</u>	<u>As of</u>	<u>Overlapping</u>	
			<u>Percent</u>	<u>Amount</u>
Brazos County.....	\$81,235,000	10/31/2025	0.60%	\$487,410
College Station ISD.....	511,895,000	10/31/2025	1.14%	5,835,603
Total Estimated Overlapping Debt.....				<u>\$6,323,013</u>
The District.....	\$37,520,000 (a)	Current	100.00%	<u>37,520,000</u>
Total Direct and Estimated Overlapping Debt.....				<u>\$43,843,013</u>
Ratios of Total Direct and Estimated Overlapping Debt to:				
2025 Certified Taxable Assessed Valuation.....				18.74%
Estimated Taxable Assessed Valuation as of August 1, 2025.....				14.02%

(a) Includes the Bonds.

Overlapping Tax Rates for 2025

	2025 Tax Rate per \$100 of Taxable Assessed Valuation
Brazos County.....	\$ 0.419700
Brazos County Emergency Service District No. 1.....	0.072375
College Station ISD.....	0.975300
Total Overlapping Tax Rate.....	\$ 1.467375
The District.....	1.000000
Total Tax Rate.....	\$ 2.467375

TAX DATA

Tax Rate Limitations

Debt Service: Unlimited (no legal limit as to rate or amount).

Maintenance and Operations: \$1.00 per \$100 of taxable assessed valuation.

Maintenance and Operations for Roads: \$0.25 per \$100 of taxable assessed valuation.

Debt Service Tax

The Board covenants in the Bond Resolution to levy and assess, for each year that all or any part of the Bonds remain outstanding and unpaid, a tax adequate to provide funds to pay the principal of and interest on the Bonds. The District levied a total debt service tax for 2025 in the amount of \$0.820 per \$100 of taxable assessed valuation. See "Tax Rate Distribution" herein.

Maintenance and Operation Tax

The Board of Directors of the District has the statutory authority to levy and collect an annual ad valorem tax for maintenance of the District's improvements, if such maintenance tax is authorized by vote of the District's electors. Pursuant to an election held in 2015, the Board was authorized to levy such a maintenance and operation tax in an amount not to exceed \$1.00 per \$100 of taxable assessed valuation. In addition, at an election held in 2015, the Board was authorized to levy a maintenance and operations tax for roads in an amount not to exceed \$0.25 per \$100 of taxable assessed valuation. Such tax is in addition to taxes which the District is authorized to levy for paying principal and interest on the District's bonds. The District levied a maintenance and operation tax for 2025 in the amount of \$0.16 per \$100 of taxable assessed valuation. The District has also levied a road maintenance tax for 2025 in the amount of \$0.02 per \$100 of taxable assessed valuation.

Tax Collections

The following statement of tax collections sets forth in condensed form the historical tax collection experience of the District. This summary has been prepared for inclusion herein, based upon information from the District's Tax Assessor/Collector. Reference is made to these records for further and more complete information.

Tax Year	Net Certified Taxable Valuation (a)	Tax Rate	Adjusted Tax Levy (b)	Total Collections As of October 31, 2025	
				Amount	Percent
2021	\$ 35,019,506	\$1.00	\$ 350,195	\$ 350,195	100.00%
2022	63,761,192	1.00	637,612	637,376	99.96%
2023	126,472,671	1.00	1,264,716	1,264,480	99.98%
2024	178,556,635	1.00	1,785,566	1,774,765	99.40%
2025	233,987,145	1.00	2,339,871	<i>(In Process of Collection) (c)</i>	

(a) Net valuation represents final gross appraised value as certified by the Appraisal District less any exemptions granted. See "Tax Roll Information" below for gross appraised value and exemptions granted by the District.

(b) Represents actual tax levy, including any adjustments by the Appraisal District, as of September 30, 2025.

(c) In the process of collection. Taxes for 2025 are due January 31, 2026.

Taxes are due when billed and become delinquent if not paid before February 1 of the year following the year in which imposed. No split payments are allowed and no discounts are allowed.

Tax Rate Distribution

	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
Road Debt Service	\$0.270	\$0.520	\$0.045	\$0.275	\$0.290
WS&D Debt Service	\$0.550	\$0.230	\$0.355	\$0.095	-
Maintenance and Operations	\$0.160	\$0.235	\$0.585	\$0.630	\$0.710
Road Maintenance	\$0.020	\$0.015	\$0.015	-	-
Total	\$1.000	\$1.000	\$1.000	\$1.000	\$1.000

Tax Exemptions

As discussed in the section titled “TAX PROCEDURES” herein, certain property in the District may be exempt from taxation by the District. The District does not exempt any percentage of the market value of any residential homesteads from taxation. The Developers have executed a Waiver of Special Appraisal, waiving its right to claim any agriculture or open space exemptions or any other type of exemption or valuation for the property it owns within the District that would reduce the assessed value of such land below its market value for purposes of ad valorem taxation by the District. Such waiver is binding for periods of thirty years.

Additional Penalties

The District has contracted with a delinquent tax attorney to collect certain delinquent taxes. In connection with that contract, the District established an additional penalty of twenty percent (20%) of the tax to defray the costs of collection. This 20% penalty applies to taxes that either: (1) become delinquent on or after February 1 of a year, but not later than May 1 of that year, and that remain delinquent on April 1 (for personal property) and July 1 (for real property) of the year in which they become delinquent or (2) become delinquent on or after June 1, pursuant to Title 1 of the Texas Tax Code.

Principal Taxpayers

The following list of principal taxpayers was provided by the District’s Tax Assessor/Collector based upon the 2025 certified tax rolls, which reflect ownership at January 1, 2025. Accurate principal taxpayer lists related to the Estimated Taxable Assessed Valuation as of August 1, 2025, are not available.

<u>Taxpayer</u>	<u>Type of Property</u>	<u>2025 Certified Assessed Valuation</u>	<u>% of 2025 Certified Assessed Valuation</u>
Continental Homes of Texas LP (a)	Land & Improvements	\$ 7,512,131	3.38%
BV Southern Pointe Development Inc. (b)	Land	3,489,166	1.57%
Phillips 3 Land Holdings, LLC (b)	Land & Improvements	3,400,000	1.53%
Stylecraft Builders Inc. (a)	Land	3,095,990	1.39%
BCS Ranger Home Builders LLC (a)	Land & Improvements	2,487,527	1.12%
Brightland Homes LTD (a)	Land	2,226,220	1.00%
Kaleo Builder Group LP (a)	Land	1,254,283	0.56%
1876 Investments LLC	Residential	1,019,426	0.46%
First Omega Partners LTD (a)	Land & Improvements	1,012,632	0.46%
Eire LLC	Land & Improvements	823,767	0.37%
Total for Principal Taxpayers		\$ 26,321,142	11.85%

(a) See “THE DISTRICT—Homebuilders.”

(b) See “THE DEVELOPERS AND MAJOR LANDOWNER —The Developers and Major Landowner.”

Summary of Assessed Valuation

The following summary of the 2025 certified assessed valuation is provided by the District's Tax Assessor/Collector based on information contained in the 202 tax rolls of the District. Information in this summary may differ slightly from the assessed valuations shown herein due to differences in dates of data. A breakdown of the Estimated Taxable Assessed Valuation as of August 1, 2025, is not available from the Appraisal District.

	2025	2024	2023	2022	2021
Land	\$64,988,856	\$47,485,759	\$39,029,995	\$20,779,758	\$15,672,564
Improvements	181,215,053	136,915,089	91,218,633	43,912,475	19,587,478
Personal Property	378,834	216,669	112,464	92,689	51,668
Exempt Property	(12,595,598)	(6,060,882)	(3,888,421)	(1,023,730)	(292,204)
Total Assessed Valuation	\$233,987,145	\$178,556,635	\$126,472,671	\$63,761,192	\$35,019,506

Tax Adequacy for Debt Service

The calculations showing the tax rates necessary to pay the District's projected average and projected maximum annual debt service requirements on the Bonds and the Outstanding Bonds as shown below assume, solely for purposes of illustration, no increase or decrease in assessed valuation over the 2025 Taxable Assessed Valuation or the Estimated Taxable Assessed Valuation as of August 1, 2025, collection of ninety-five percent (95%) of taxes levied, the sale of no additional bonds, and no other funds available for the payment of debt service. See "DEBT SERVICE REQUIREMENTS" and "RISK FACTORS—Impact on District Tax Rates."

Projected Average Annual Debt Service Requirement (2026-2051).....	\$2,449,334
\$1.11 tax rate on the 2025 Certified Taxable Assessed Valuation of \$233,987,145 at a 95% collection rate produces.....	\$2,467,394
\$0.83 tax rate on the Estimated Taxable Assessed Valuation as of August 1, 2025 of \$312,670,759 at a 95% collection rate produces.....	\$2,465,409
Projected Maximum Annual Debt Service Requirement (2046).....	\$2,584,185
\$1.17 tax rate on the 2025 Certified Taxable Assessed Valuation of \$233,987,145 at a 95% collection rate produces.....	\$2,600,767
\$0.87 tax rate on the Estimated Taxable Assessed Valuation as of August 1, 2025 of \$312,670,759 at a 95% collection rate produces.....	\$2,584,224

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TAX PROCEDURES

Authority to Levy Taxes

The Board is authorized to levy an annual ad valorem tax, without legal limitation as to rate or amount, on all taxable property within the District in an amount sufficient to pay the principal of and interest on the Bonds, the Outstanding Bonds, and any additional bonds payable from taxes which the District may hereafter issue (see “USE AND DISTRIBUTION OF BOND PROCEEDS—Future Debt”) and to pay the expenses of assessing and collecting such taxes. The District agrees in the Bond Resolution to levy such a tax from year to year as described more fully herein under “THE BONDS—Source of and Security for Payment.” Under Texas law, the Board may also levy and collect an annual ad valorem tax for the operation and maintenance of the District and for the payment of certain contractual obligations. See “TAX DATA.”

Property Tax Code and County-Wide Appraisal District

Title 1 of the Texas Tax Code (the “Property Tax Code”) specifies the taxing procedures of all political subdivisions of the State of Texas, including the District. Provisions of the Property Tax Code are complex and are not fully summarized here.

The Property Tax Code requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State of Texas an appraisal district with the responsibility for recording and appraising property for all taxing units within a county and an appraisal review board with responsibility for reviewing and equalizing the values established by the appraisal district. The Brazos Central Appraisal District (the “Appraisal District”) has the responsibility for appraising property for all taxing units within Brazos County, including the District. Such appraisal values are subject to review and change by the Brazos Central Appraisal Review Board (the “Appraisal Review Board”).

Property Subject to Taxation by the District

Except for certain exemptions provided by Texas law, all real property, tangible personal property held or used for the production of income, mobile homes and certain categories of intangible personal property with a tax situs in the District are subject to taxation by the District. Principal categories of exempt property include, but are not limited to: property owned by the State of Texas or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; certain household goods, family supplies, and personal effects; certain goods, wares and merchandise in transit; farm products owned by the producer; certain property of charitable organizations, youth development associations, religious organizations, and qualified schools; designated historical sites; travel trailers; and most individually owned automobiles. In addition, the District may by its own action exempt residential homesteads of persons sixty-five (65) years or older and of certain disabled persons to the extent deemed advisable by the Board. The District may be required to offer such an exemption if a majority of voters approve it at an election. The District would be required to call such an election upon petition by twenty percent (20%) of the number of qualified voters who voted in the preceding election. The District is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair the District’s obligation to pay tax supported debt incurred prior to adoption of the exemption by the District.

Furthermore, the District must grant exemptions to disabled veterans or certain surviving dependents of disabled veterans, if requested, of between \$5,000 and \$12,000 depending on the disability rating of the veteran. A veteran who receives a disability rating of 100% is entitled to an exemption for the full amount of the veteran’s residence homestead. Additionally, subject to certain conditions, the surviving spouse of a disabled veteran who is entitled to an exemption for the full value of the veteran’s residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran’s exemption applied. A partially disabled veteran or certain surviving spouses of partially disabled veterans are entitled to an exemption from taxation of a percentage of the appraised value of their residence homestead in an amount equal to the partially disabled veteran’s disability rating if the residence homestead was donated by a charitable organization. Also, the surviving spouse of a member of the armed forces who was killed or fatally injured in the line of duty, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse’s residence homestead, and subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead spouse. The surviving spouse of a first responder who was killed or fatally injured in the line of duty is, subject to certain conditions, also entitled to an exemption of the total appraised value of the surviving spouse’s residence homestead,

and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse. See “TAX DATA.”

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in the State of Texas to exempt up to twenty percent (20%) (not less than \$5,000) of the appraised value of residential homesteads from ad valorem taxation. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The adoption of a homestead exemption may be considered each year, but must be adopted before July 1.

Freeport Goods and Goods-in-Transit Exemptions: A “Freeport Exemption” applies to goods, wares, ores, and merchandise other than oil, gas, and petroleum products (defined as liquid and gaseous materials immediately derived from refining petroleum or natural gas), and to aircraft or repair parts used by a certified air carrier acquired in or imported into Texas which are destined to be forwarded outside of Texas and which are detained in Texas for assembling, storing, manufacturing, processing or fabricating for less than 175 days. Although certain taxing units may take official action to tax such property in transit and negate such exemption, the District does not have such an option. A “Goods-in-Transit” Exemption is applicable to the same categories of tangible personal property which are covered by the Freeport Exemption, if, for tax year 2011 and prior applicable years, such property is acquired in or imported into Texas for assembling, storing, manufacturing, processing, or fabricating purposes and is subsequently forwarded to another location inside or outside of Texas not later than 175 days after acquisition or importation, and the location where said property is detained during that period is not directly or indirectly owned or under the control of the property owner. For tax year 2012 and subsequent years, such Goods-in-Transit Exemption includes tangible personal property acquired in or imported into Texas for storage purposes only if such property is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in Texas that are not in any way owned or controlled by the owner of such property for the account of the person who acquired or imported such property. A property owner who receives the Goods-in-Transit Exemption is not eligible to receive the Freeport Exemption for the same property. Local taxing units such as the District may, by official action and after public hearing, tax goods-in-transit personal property. A taxing unit must exercise its option to tax goods-in-transit property before January 1 of the first tax year in which it proposes to tax the property at the time and in the manner prescribed by applicable law. The District has taken official action to allow taxation of all such goods-in-transit personal property for all prior and subsequent years.

Tax Abatement

Brazos County or the City of College Station may designate all or part of the area within the District as a reinvestment zone. Thereafter, Brazos County, the District, and the City of College Station (if it were to annex the District), under certain circumstances, may enter into tax abatement agreements with owners of property within the zone. Prior to entering into a tax abatement agreement, each entity must adopt guidelines and criteria for establishing tax abatement, which each entity will follow in granting tax abatement to owners of property. The tax abatement agreements may exempt from ad valorem taxation by each of the applicable taxing jurisdictions, including the District, for a period of up to ten (10) years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed on the condition that the property owner make specified improvements or repairs to the property in conformity with the terms of the tax abatement. Each taxing jurisdiction has discretion to determine terms for its tax abatement agreements without regard to the terms approved by the other taxing jurisdictions.

Valuation of Property for Taxation

Generally, property in the District must be appraised by the Appraisal District at market value as of January 1 of each year. Once an appraisal roll is prepared and finally approved by the Appraisal Review Board, it is used by the District in establishing its tax rolls and tax rate. Generally, assessments under the Property Tax Code are to be based on one hundred percent (100%) of market value, as such is defined in the Property Tax Code. In determining market value, either the replacement cost or the income or the market data method of valuation may be used, whichever is appropriate. Nevertheless, certain land may be appraised at less than market value under the Property Tax Code. Increases in the appraised value of residence homesteads are limited by the Texas Constitution to 10 percent annually regardless of the market value of the property.

The Property Tax Code permits land designated for agricultural use, open space, or timberland to be appraised at its value based on the land's capacity to produce agricultural or timber products rather than at its market value. The Property Tax Code permits under certain circumstances that residential real property inventory held by a person in the trade or business be valued at the price all such property would bring if sold as a unit to a purchaser who would continue the business. Provisions of the Property Tax Code are complex and are not fully summarized here. Landowners wishing to avail themselves of the agricultural use, open space, or timberland designation or residential real property inventory designation must apply for the designation and the appraiser is required by the Property Tax Code to act on each claimant's right to the designation individually. A claimant may waive the special valuation as to taxation by some political subdivisions while claiming it as to another. If a claimant receives the agricultural use designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect taxes based on the new use, including taxes for the previous three (3) years for agricultural use, open space land and timberland.

Reappraisal of Property after Disaster

The Property Tax Code provides for a temporary exemption from ad valorem taxation of a portion of the appraised value of certain property that is at least 15% damaged by a disaster and located within an area declared to be a disaster area by the governor of the State of Texas. This temporary exemption is automatic if the disaster is declared prior to a taxing unit, such as the District, adopting its tax rate for the tax year. A taxing unit, such as the District, may authorize the exemption at its discretion if the disaster is declared after the taxing unit has adopted its tax rate for the tax year. The amount of the exemption is based on the percentage of damage and is prorated based on the date of the disaster. Upon receipt of an application submitted within the eligible timeframe by a person who qualifies for a temporary exemption under the Property Tax Code, the Appraisal District is required to complete a damage assessment and assign a damage assessment rating to determine the amount of the exemption. The temporary exemption amounts established in the Property Tax Code range from 15% for property less than 30% damaged to 100% for property that is a total loss. Any such temporary exemption granted for disaster-damaged property expires on January 1 of the first year in which the property is reappraised.

District and Taxpayer Remedies

Under certain circumstances taxpayers and taxing units (such as the District) may appeal the orders of the Appraisal Review Board by filing a timely petition for review in State district court. In such event, the value of the property in question will be determined by the court or by a jury if requested by any party. Additionally, taxing units may bring suit against the Appraisal District to compel compliance with the Property Tax Code. The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property value, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

Levy and Collection of Taxes

The District is responsible for the levy and collection of its taxes unless it elects to transfer such functions to another governmental entity. The rate of taxation is set by the Board of Directors, after the legally required notice has been given to owners of property within the District, based upon: a) the valuation of property within the District as of the preceding January 1, and b) the amount required to be raised for debt service, maintenance purposes, and authorized contractual obligations. Taxes are due October 1, or when billed, whichever comes later, and become delinquent if not paid before February 1 of the year following the year in which imposed. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty for collection costs of an amount established by the District and a delinquent tax attorney. A delinquent tax on personal property incurs an additional penalty, in an amount established by the District and a delinquent tax attorney, 60 days after the date the taxes become delinquent. The delinquent tax accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code makes provisions for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes under certain circumstances which, at the option of the District, which may be rejected by taxing units. The District's tax collector is required to enter into an installment payment agreement with any person who is delinquent on the payment of tax on a residence homestead for payment of tax, penalties and interest, if the person requests an installment agreement and has not entered into an installment agreement with the collector in the preceding 24 months. The installment agreement must

provide for payments to be made in monthly installments and must extend for a period of at least 12 months and no more than 36 months. Additionally, the owner of a residential homestead property who is (i) sixty-five (65) years of age or older, (ii) disabled, or (iii) a disabled veteran, is entitled by law to pay current taxes on a residential homestead in installments without penalty or to defer the payment of taxes during the time of ownership. In the instance of tax deferral, a tax lien remains on the property and interest continue to accrue during the period of deferral.

Rollback of Operation and Maintenance Tax Rate

Chapter 49 of the Texas Water Code, as amended, classifies districts differently based on the current operation and maintenance tax rate or on the percentage of build-out that the district has completed. Districts that have adopted an operation and maintenance tax rate for the current year that is 2.5 cents or less per \$100 of taxable value are classified as "Special Taxing Units." Districts that have financed, completed, and issued bonds to pay for all improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as "Developed Districts." Districts that do not meet either of the classifications previously discussed can be classified herein as "Developing Districts." The impact each classification has on the ability of a district to increase its maintenance and operations tax rate is described for each classification below. Debt service and contract tax rates cannot be reduced by a rollback election held within any of the districts described on the following page.

Special Taxing Units:

Special Taxing Units that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions, may be required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Special Taxing Unit is the current year's debt service and contract tax rate plus 1.08 times the previous year's operation and maintenance tax rate.

Developed Districts:

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions for the preceding tax year, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, may be required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus 1.035 times the previous year's operation and maintenance tax rate plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor of Texas or President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Special Taxing Unit and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Special Taxing Units.

Developing Districts:

Districts that do not meet the classification of a Special Taxing Unit or a Developed District can be classified as Developing Districts. The qualified voters of these districts, upon the Developing District's adoption of a total tax rate that would impose more than 1.08 times the amount of the total tax rate imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions, are authorized to petition for an election to reduce the operation and maintenance tax rate. If an election is called and passes, the total tax rate for Developing Districts is the current year's debt service and contract tax rate plus 1.08 times the previous year's operation and maintenance tax rate.

The District:

A determination as to a district's status as a Special Taxing Unit, Developed District or Developing District is made by the Board of Directors on an annual basis. For the 2025 tax year, the District was classified as a Developing District. The District cannot give any assurances as to what its classification will be at any point in time or whether the District's future tax rates will result in a total tax rate that will reclassify the District into a new classification and new election calculation.

District's Rights in the Event of Tax Delinquencies

Taxes levied by the District are a personal obligation of the owner of the property as of January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all state and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of the State of Texas and each local taxing unit, including the District, having power to tax the property. The District's tax lien is on a parity with tax liens of such other taxing units. See "ESTIMATED OVERLAPPING DEBT STATEMENT—Overlapping Tax Rates for 2025." A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of the District is determined by applicable federal law. Personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalty, and interest.

At any time after taxes on property become delinquent, the District may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both subject to the restrictions on residential homesteads described above under "Levy and Collection of Taxes." In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights or by bankruptcy proceedings which restrict the collection of taxpayer debts. A taxpayer may redeem property within six (6) months for commercial property and two (2) years for residential and all other types of property after the purchaser's deed issued at the foreclosure sale is filed in the county records or by bankruptcy proceedings which restrict the collection of taxpayer debts. The District's ability to foreclose its tax lien or collect penalties or interest on delinquent taxes may be limited on property owned by a financial institution which is under receivership by the Federal Deposit Insurance Corporation pursuant to the Federal Deposit Insurance Act, 12 U.S.C. 1825, as amended. See "RISK FACTORS—General" and "—Tax Collection Limitations," and "—Registered Owners' Remedies and Bankruptcy Limitations."

Tax Payment Installments after Disaster

Certain qualified taxpayers, including owners of residential homesteads, located within a designated disaster area or emergency area and whose property has been damaged as a direct result of the disaster or emergency, are entitled to enter into a tax payment installment agreement with a taxing jurisdiction, such as the District, if the taxpayer pays at least one-fourth of the tax bill imposed on the property by the delinquency date. The remaining taxes may be paid without penalty or interest in three equal installments within six months of the delinquency date.

Additionally, the Property Tax Code authorizes a taxing jurisdiction such as the District, solely at the jurisdiction's discretion to adopt a similar installment payment option for taxes imposed on property that is located within a designated disaster area or emergency area and is owned or leased by certain qualified business entities, regardless of whether the property has been damaged as a direct result of the disaster or emergency.

GENERAL FUND

Operating Statement

The following statement sets forth in condensed form the historical results of operation of the District's General Fund. The City operates the water and sewer system that serves the District, so the District collects no net revenues from operating the system. Such summary is based upon information obtained from the District's audited financial statements for fiscal years ended November 30, 2021, 2022, 2023 and 2024 and from the District's bookkeeper for the nine-month period ended September 30, 2025. Reference is made to such records and statements for further and more complete information.

	Fiscal Year Ended November 30				
	12/1/2024 to 9/30/2025	2024	2023	2022	2021
Revenues:					
Property Taxes	\$ 444,188	\$ 759,850	\$ 400,930	\$ 248,370	\$ 132,055
Investment Earnings	22,678	31,587	16,587	726	19
Total Revenues	<u>\$ 466,866</u>	<u>\$ 791,437</u>	<u>\$ 417,517</u>	<u>\$ 249,096</u>	<u>\$ 132,074</u>
Expenditures:					
Operating and Administrative					
Professional Fees	\$ 360,954	\$ 231,792	\$ 193,658	\$ 134,992	\$ 191,448
Contracted Services	31,577	40,406	47,236	36,094	14,660
Repairs and Maintenance	18,564	48,825	18,359	-	5,240
Administrative	25,187	22,531	11,847	8,535	9,943
Other	2,051	2,266	5,500	12,577	1,117
Capital Outlay	1,023	124,551	54,650	-	-
Total Expenditures	<u>\$ 439,356</u>	<u>\$ 470,371</u>	<u>\$ 331,250</u>	<u>\$ 192,198</u>	<u>\$ 222,408</u>
Excess (Deficiency) of Revenues Over Expenditures	\$ 27,510	\$ 321,066	\$ 86,267	\$ 56,898	\$ (90,334)
Other Financing Sources (Uses)					
Developer Advances	\$ -	\$ -	\$ -	\$ 117,000	\$ 30,000
Internal Transfers	\$ -	\$ -	\$ -	\$ 152,286	\$ 6,430
Beginning Fund Balance	<u>\$ 416,936</u>	<u>\$ 95,870</u>	<u>\$ 9,603</u>	<u>\$ (316,581)</u>	<u>\$ (262,677)</u>
Ending Fund Balance	<u>\$ 444,446</u>	<u>\$ 416,936</u>	<u>\$ 95,870</u>	<u>\$ 9,603</u>	<u>\$ (316,581)</u>

(a) Unaudited. Provided by the District's bookkeeper.

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Outstanding Bonds and estimated debt service requirements for the Bonds at an assumed interest rate of 5.00% per annum. This schedule does not reflect the fact that twelve (12) months of interest will be capitalized from Bond proceeds.

Calendar Year	Outstanding Debt Service	Debt Service on the Bonds			Total Debt Service
		Principal	Interest	Total	
2026	\$ 2,034,271	-	245,833	245,833	\$ 2,280,104
2027	1,988,547	\$ 155,000	\$ 368,750	\$ 523,750	2,512,297
2028	1,982,061	160,000	361,000	521,000	2,503,061
2029	1,973,789	170,000	353,000	523,000	2,496,789
2030	1,981,105	180,000	344,500	524,500	2,505,605
2031	1,976,221	190,000	335,500	525,500	2,501,721
2032	1,988,952	200,000	326,000	526,000	2,514,952
2033	1,994,825	205,000	316,000	521,000	2,515,825
2034	2,004,026	220,000	305,750	525,750	2,529,776
2035	2,006,329	230,000	294,750	524,750	2,531,079
2036	2,002,025	240,000	283,250	523,250	2,525,275
2037	2,010,506	250,000	271,250	521,250	2,531,756
2038	2,021,281	265,000	258,750	523,750	2,545,031
2039	2,014,206	280,000	245,500	525,500	2,539,706
2040	2,034,544	290,000	231,500	521,500	2,556,044
2041	2,031,063	305,000	217,000	522,000	2,553,063
2042	2,040,413	320,000	201,750	521,750	2,562,163
2043	2,051,150	335,000	185,750	520,750	2,571,900
2044	2,058,369	355,000	169,000	524,000	2,582,369
2045	2,062,364	370,000	151,250	521,250	2,583,614
2046	2,061,435	390,000	132,750	522,750	2,584,185
2047	1,962,344	410,000	113,250	523,250	2,485,594
2048	1,972,879	430,000	92,750	522,750	2,495,629
2049	1,964,243	450,000	71,250	521,250	2,485,493
2050	1,971,675	475,000	48,750	523,750	2,495,425
2051	-	500,000	25,000	525,000	525,000
Total	<u>\$ 50,188,622</u>	<u>\$ 7,375,000</u>	<u>\$ 5,949,833</u>	<u>\$ 13,324,833</u>	<u>\$ 63,513,455</u>
Projected Average Annual Debt Service Requirements (2026-2051).....					\$2,449,334
Projected Maximum Annual Debt Service Requirements (2046).....					\$2,584,185

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the approving legal opinion of the Attorney General of Texas to the effect that the Bonds are valid and legally binding obligations of the District under the Constitution and laws of the State of Texas, payable from the proceeds of an annual ad valorem tax levied, without limit as to rate or amount, upon all taxable property within the District, and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the approving legal opinion of Bond Counsel, to a like effect and to the effect that, under existing law, interest on the Bonds is excludable from gross income for federal income tax purposes and interest on the Bonds is not subject to the alternative minimum tax on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in section 59(k) of the Internal Revenue Code of 1986, as amended (the “Code”)) for the purpose of determining the alternative minimum tax imposed on corporations.

Bond Counsel has reviewed the information appearing in this Official Statement under “THE BONDS,” “THE DISTRICT—General,” “UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION,” “TAX PROCEDURES,” “LEGAL MATTERS,” “TAX MATTERS,” and “CONTINUING DISCLOSURE OF INFORMATION” solely to determine if such information, insofar as it relates to matters of law, is true and correct, and whether such information fairly summarizes the provisions of the documents referred to therein. Bond Counsel has not, however, independently verified any of the factual information contained in this Official Statement nor has it conducted an investigation of the affairs of the District for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon Bond Counsel’s limited participation as an assumption of responsibility for or an expression of opinion of any kind with regard to the accuracy or completeness of any information contained herein.

Allen Boone Humphries Robinson LLP also serves as General Counsel to the District on matters other than the issuance of bonds. The legal fees paid to Bond Counsel for services rendered in connection with the issuance of the Bonds are based on a percentage of the bonds actually issued, sold, and delivered and, therefore, such fees are contingent upon the sale and delivery of the Bonds. The legal fees paid to Allen Boone Humphries Robinson LLP in its capacity as General Counsel are based on time charges actually incurred.

McCall, Parkhurst & Horton L.L.P., Houston, Texas (“Disclosure Counsel”) serves as Disclosure Counsel to the District. The fee to be paid Disclosure Counsel for services rendered in connection with the issuance of the Bonds is contingent on the issuance, sale and delivery of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

No Material Adverse Change

The obligations of the Initial Purchaser to take and pay for the Bonds, and of the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the condition (financial or otherwise) of the District from that set forth or contemplated in the Preliminary Official Statement, as it may be amended or supplemented through the date of sale.

No-Litigation Certificate

The District will furnish the Initial Purchaser a certificate, executed by both the President or Vice President and Secretary or Assistant Secretary of the Board, and dated as of the date of delivery of the Bonds, to the effect that no litigation of any nature is pending or to its knowledge threatened, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the levy, assessment and collection of ad valorem taxes to pay the interest or the principal of the Bonds; in any manner questioning the authority or proceedings for the issuance, execution or delivery of the Bonds; or affecting the validity of the Bonds or the title of the present officers of the District.

TAX MATTERS

The following discussion of certain federal income tax considerations is for general information only and is not tax advice. Each prospective purchaser of the Bonds should consult its own tax advisor as to the tax consequences of the acquisition, ownership and disposition of the Bonds.

Tax Exemption

In the opinion of Allen Boone Humphries Robinson LLP, Bond Counsel, under existing law, interest on the Bonds (i) is excludable from gross income for federal income tax purposes under section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and (ii) is not an item of tax preference for purposes of the alternative minimum tax on individuals.

The Code imposes a number of requirements that must be satisfied for interest on state or local obligations, such as the Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds and the source of repayment of bonds, limitations on the investment of bond proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of bond proceeds be paid periodically to the United States and a requirement that the issuer file an information report with the Internal Revenue Service (the “Service”). The District has covenanted in the Bond Resolution that it will comply with these requirements.

Bond Counsel’s opinion will assume continuing compliance with the covenants of the Bond Resolution pertaining to those sections of the Code that affect the excludability of interest on the Bonds from gross income for federal income tax purposes and, in addition, will rely on representations by the District and other parties involved with the issuance of the Bonds with respect to matters solely within the knowledge of the District and such parties, which Bond Counsel has not independently verified. If the District fails to comply with the covenants in the Bond Resolution or if the foregoing representations are determined to be inaccurate or incomplete, interest on the Bonds could become includable in gross income from the date of delivery of the Bonds, regardless of the date on which the event causing such inclusion occurs.

Bond Counsel will express no opinion as to the amount or timing of interest on the Bonds or, except as stated above, any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Bonds. Certain actions may be taken or omitted subject to the terms and conditions set forth in the Bond Resolution upon the advice or with the approving opinion of Bond Counsel. Bond Counsel will express no opinion with respect to Bond Counsel’s ability to render an opinion that such actions, if taken or omitted, will not adversely affect the excludability of interest of the Bonds from gross income for federal income tax purposes.

Bond Counsel’s opinions are based on existing law, which is subject to change. Such opinions are further based on Bond Counsel’s knowledge of facts as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel’s attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel’s opinions are not a guarantee of result and are not binding on the Service; rather, such opinions represent Bond Counsel’s legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given as to whether the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the District as the taxpayer, and the Owners of the Bonds may not have a right to participate in such audit. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds, regardless of the ultimate outcome of the audit.

Qualified Tax-Exempt Obligations

The Bonds will not be designated “qualified tax-exempt obligations” for financial institutions.

Additional Federal Income Tax Considerations

Collateral Tax Consequences

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences, including but not limited to those noted below. Therefore, prospective purchasers of the Bonds should consult their own tax advisors as to the tax consequences of the acquisition, ownership and disposition of the Bonds.

An “applicable corporation” (as defined in section 59(k) of the Code) may be subject to a 15 percent alternative minimum tax imposed under section 55 of the Code on its “adjusted financial statement income” (as defined in section 56A of the Code) for such taxable year. Because interest on tax-exempt obligations, such as the Bonds, is included in a corporation’s “adjusted financial statement income,” ownership of the Bonds could subject certain corporations to alternative minimum tax consequences.

Ownership of tax-exempt obligations also may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, low and middle income taxpayers otherwise qualifying for the health insurance premium assistance credit and individuals otherwise qualifying for the earned income tax credit. In addition, certain foreign corporations doing business in the United States may be subject to the “branch profits tax” on their effectively connected earnings and profits, including tax-exempt interest such as interest on the Bonds.

Prospective purchasers of the Bonds should also be aware that, under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on the Bonds, received or accrued during the year.

Tax Accounting Treatment of Original Issue Premium

If the issue price of any maturity of the Bonds exceeds the stated redemption price payable at maturity of such Bonds, such Bonds (the “Premium Bonds”) are considered for federal income tax purposes to have “bond premium” equal to the amount of such excess. The basis of a Premium Bond in the hands of an initial owner is reduced by the amount of such excess that is amortized during the period such initial owner holds such Premium Bond in determining gain or loss for federal income tax purposes. This reduction in basis will increase the amount of any gain or decrease the amount of any loss recognized for federal income tax purposes on the sale or other taxable disposition of a Premium Bond by the initial owner. No corresponding deduction is allowed for federal income tax purposes for the reduction in basis resulting from amortizable bond premium. The amount of bond premium on a Premium Bond that is amortizable each year (or shorter period in the event of a sale or disposition of a Premium Bond) is determined using the yield to maturity on the Premium Bond based on the initial offering price of such Premium Bond.

The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Premium Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of Premium Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of amortized bond premium upon the redemption, sale or other disposition of a Premium Bond and with respect to the federal, state, local, and foreign tax consequences of the purchase, ownership, and sale, redemption or other disposition of such Premium Bonds.

Tax Accounting Treatment of Original Issue Discount

If the issue price of any maturity of the Bonds is less than the stated redemption price payable at maturity of such Bonds (the “OID Bonds”), the difference between (i) the amount payable at the maturity of each OID Bond, and (ii) the initial offering price to the public of such OID Bond constitutes original issue discount with respect to such OID Bond in the hands of any owner who has purchased such OID Bond in the initial public offering of the Bonds. Generally, such initial owner is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such OID Bond equal to that portion of the amount of such original issue discount allocable to the period that such OID Bond continues to be owned by such owner. Because original issue discount is treated as interest for federal income tax purposes, the discussions regarding interest on the Bonds under the captions “TAX MATTERS – Tax Exemption” and “TAX MATTERS – Additional Federal Income Tax Considerations – Collateral

Tax Consequences” and “—Tax Legislative Changes” generally apply and should be considered in connection with the discussion in this portion of the Official Statement.

In the event of the redemption, sale or other taxable disposition of such OID Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such OID Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such OID Bond was held by such initial owner) is includable in gross income.

The foregoing discussion assumes that (i) the Underwriter has purchased the Bonds for contemporaneous sale to the public and (ii) all of the OID Bonds have been initially offered, and a substantial amount of each maturity thereof has been sold, to the general public in arm’s-length transactions for a price (and with no other consideration being included) not more than the initial offering prices thereof stated on the cover page of this Official Statement. Neither the District nor Bond Counsel has made any investigation or offers any assurance that the OID Bonds will be offered and sold in accordance with such assumptions.

Under existing law, the original issue discount on each OID Bond accrues daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner’s basis for such OID Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (i) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (ii) the amounts payable as current interest during such accrual period on such Bond.

The federal income tax consequences of the purchase, ownership, and redemption, sale or other disposition of OID Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of OID Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of interest accrued upon redemption, sale or other disposition of such OID Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such OID Bonds.

Tax Legislative Changes

Current law may change so as to directly or indirectly reduce or eliminate the benefit of the excludability of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, could also affect the value and liquidity of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any recently enacted, proposed, pending or future legislation.

SALE AND DISTRIBUTION OF THE BONDS

Award of the Bonds

After requesting competitive bids for the Bonds, the District accepted the bid resulting in the lowest net interest cost, which bid was tendered by _____ (the “Initial Purchaser”) bearing the interest rates shown on the cover page hereof, at a price of _____% of the principal amount thereof plus accrued interest to the date of delivery which resulted in a net effective interest rate of _____% as calculated pursuant to Chapter 1204 of the Texas Government Code.

Prices and Marketability

The prices and other terms with respect to the offering and sale of the Bonds may be changed at any time by the Initial Purchaser after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Initial Purchaser may over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The District has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. In such a secondary market, the difference between the bid and asked price of utility district bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, as bonds of such entities are more generally bought, sold, or traded in the secondary market.

Securities Laws

No registration statement relating to the offer and sale of the Bonds has been filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities laws of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdiction.

MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE

Moody's Investors Service ("Moody's") has assigned an underlying rating of "___" to the Bonds. An explanation of the ratings may be obtained from Moody's, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. The fee associated with the rating assigned to the District by Moody's will be paid by the District; however, the fee associated with ratings provided by other agencies will be at the expense of the Initial Purchaser. There is no assurance that such rating will continue for any given period of time or that it will not be revised or withdrawn entirely by Moody's, if in its judgement, circumstances so warrant. Any such revisions or withdrawals of the rating may have an adverse effect on the market price of the price of the Bonds.

An application has been made for municipal bond insurance. If qualified, the purchase of municipal bond insurance is optional and at the expense of the Initial Purchaser. See "RISK FACTORS—Risk Factors Related to the Purchase of Municipal Bond Insurance."

PREPARATION OF OFFICIAL STATEMENT

Sources and Compilation of Information

The financial data and other information contained in this Official Statement has been obtained primarily from the District's records, the Developers, the Engineer, the Tax Assessor/Collector, the Appraisal District and information from certain other sources. All of these sources are believed to be reliable, but no guarantee is made by the District as to the accuracy or completeness of the information derived from sources other than the District, and its inclusion herein is not to be construed as a representation on the part of the District except as described below under "Certification of Official Statement." Furthermore, there is no guarantee that any of the assumptions or estimates contained herein will be realized. The summaries of the agreements, reports, statutes, resolutions, engineering and other related information set forth in this Official Statement are included herein subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents for further information.

Financial Advisor

Post Oak Municipal Advisors LLC is employed as the Financial Advisor to the District to render certain professional services, including advising the District on a plan of financing and preparing the Official Statement, including the Official Notice of Sale and the Official Bid Form for the sale of the Bonds. In its capacity as Financial Advisor, Post Oak Municipal Advisors LLC has compiled and edited this Official Statement. In addition to compiling and editing, the Financial Advisor has obtained the information set forth herein under the caption indicated from the following sources:

"THE DISTRICT" – Brazos County MUD 1., BV Southern Pointe Development, Inc. and Lennar Homes of Texas Land and Construction, Ltd. (The "Developers"), Pape-Dawson Engineers, Inc. ("Engineer"), and Records of the District ("Records");
"THE DEVELOPERS AND MAJOR LANDOWNER" – Developers; "THE ROAD

SYSTEM,” and “THE SYSTEM”– Engineer; “UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED” - Records; “FINANCIAL STATEMENT (UNAUDITED)” - Brazos Central Appraisal District and B&A Municipal Tax Service LLC, Tax Assessor/Collector; “ESTIMATED OVERLAPPING DEBT STATEMENT” - Municipal Advisory Council of Texas and Financial Advisor; “TAX DATA” - B&A Municipal Tax Service LLC; “MANAGEMENT” – Records; “DEBT SERVICE REQUIREMENTS” - Financial Advisor; “THE BONDS,” “TAX PROCEDURES,” “LEGAL MATTERS,” and “TAX MATTERS” - Allen Boone Humphries Robinson LLP.

The Financial Advisor has provided the following sentence for inclusion in this Official Statement. The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the District and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

Consultants

In approving this Official Statement, the District has relied upon the following consultants.

Engineer: The information contained in this Official Statement relating to engineering matters and to the description of the System and in particular that information included in the sections entitled “THE DISTRICT,” “THE ROAD SYSTEM,” and “THE SYSTEM” have been provided by Pape – Dawson Engineering, Inc. and has been included herein in reliance upon the authority of said firm as experts in the field of civil engineering.

Appraisal District: The information contained in this Official Statement relating to the assessed valuations has been provided by the Brazos Central Appraisal District and has been included herein in reliance upon the authority of such entity as experts in assessing the values of property in Brazos County, including the District.

Tax Assessor/Collector: The information contained in this Official Statement relating to the historical breakdown of the Assessed Valuation, principal taxpayers, and certain other historical data concerning tax rates and tax collections has been provided by B&A Municipal Tax Service, LLC and is included herein in reliance upon the authority of such entity as experts in assessing and collecting taxes.

Auditor: As required by the Texas Water Code, the District retains an independent accountant to audit the District’s financial statements annually, which audited financial statements are filed with the Commission. The District’s financial statements for the fiscal year ended November 30, 2024, have been audited by McGrath & Co., PLLC. See “APPENDIX A” for a copy of the District’s November 30, 2024, audited financial statements.

Bookkeeper: The information related to the “unaudited” summary of the District’s General Fund as it appears in “GENERAL FUND” has been provided by Municipal Accounts & Consulting, L.P., and is included herein in reliance upon the authority of such firm as experts in the tracking and managing the various funds of special districts.

Updating the Official Statement

If, subsequent to the date of the Official Statement, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Initial Purchaser, of any adverse event which causes the Official Statement to be materially misleading, and unless the Initial Purchaser elects to terminate its obligation to purchase the Bonds, the District will promptly prepare and supply to the Initial Purchaser an appropriate amendment or supplement to the Official Statement satisfactory to the Initial Purchaser; provided, however, that the obligation of the District to so amend or supplement the Official Statement will terminate when the District delivers the Bonds to the Initial Purchaser, unless the Initial Purchaser notifies the District on or before such date that less than all of the Bonds have been sold to ultimate customers, in which case the District’s obligations hereunder will extend for an additional period of time as required by law (but not more than 90 days after the date the District delivers the Bonds).

Certification of Official Statement

The District, acting through its Board of Directors in its official capacity, hereby certifies, as of the date hereof, that the information, statements, and descriptions or any addenda, supplement and amendment thereto pertaining to the District and its affairs contained herein, to the best of its knowledge and belief, contain no untrue statement of a material fact and do not omit to state any material fact necessary to make the statements herein, in light of the circumstances under which they are made, not misleading. With respect to information included in this Official Statement other than that relating to the District, the District has no reason to believe that such information contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading; however, the Board has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the District. In rendering such certificate, the official executing this certificate may state that he has relied in part on his examination of records of the District relating to matters within his own area of responsibility, and his discussions with, or certificates or correspondence signed by, certain other officials, employees, consultants and representatives of the District.

CONTINUING DISCLOSURE OF INFORMATION

In the Bond Resolution, the District has made the following agreement for the benefit of the registered and beneficial owners of the Bonds. The District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds subject to amendment to or repeal of same as set forth below. Under the agreement, the District will be obligated to provide certain financial information and operating data annually, and timely notice of certain specified events, to the Municipal Securities Rulemaking Board ("MSRB"), or any successor to its functions as a repository, through its Electronic Municipal Market Access ("EMMA") system.

Annual Reports

The District will provide certain financial information and operating data to the MSRB through its EMMA system.

The financial information and operating data which will be provided with respect to the District includes all quantitative financial information and operating data of the general type, included in "FINANCIAL STATEMENT (UNAUDITED)," "TAX DATA," "DEBT SERVICE REQUIREMENTS" and in APPENDIX A (Independent Auditor's Report and Financial Statements). The District will update and provide this information to the MSRB within six months after the end of each of its fiscal years ending in or after 2026. Any information so provided shall be prepared in accordance with generally accepted accounting principles or other such principles as the District may be required to employ from time to time pursuant to state law or regulation, and audited if the District commissions an audit and if the audit report is completed within the period during which it must be provided. If the audit report is not complete within such period, then the District shall provide unaudited financial statements for the applicable fiscal year to the MSRB within such six-month period and audited financial statements when and if the audit report becomes available.

The District's current fiscal year end is November 30. Accordingly, it must provide updated information by May 31 in each year, unless the District changes its fiscal year. If the District changes its fiscal year, it will notify the MSRB of the change.

Event Notices

The District will provide timely notices of certain specified events to the MSRB, but in no event will such notices be provided to the MSRB in excess of ten business days after the occurrence of an event. The District will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of beneficial owners of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the District or other

obligated person; (13) consummation of a merger, consolidation, or acquisition involving the District or other obligated person or the sale of all or substantially all of the assets of the District or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of an definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the District or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District or other obligated person, any of which affect beneficial owners of the Bonds, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District or other obligated person, any of which reflect financial difficulties. The terms “obligated person” and “financial obligation” when used in this paragraph shall have the meanings ascribed to them under the Rule. The term “material” when used in this paragraph shall have the meaning ascribed to it under the federal securities laws. Neither the Bonds nor the Bond Resolution make any provision for debt service reserves or liquidity enhancement. In addition, the District will provide timely notice of any failure by the District to provide financial information, operating data, or financial statements in accordance with its agreement described above under “Annual Reports.”

Availability of Information from MSRB

The District has agreed to provide the foregoing information only to the MSRB. The MSRB makes the information available to the public without charge through the EMMA internet portal at www.emma.msrb.org.

Limitations and Amendments

The District has agreed to update information and to provide notices of specified events only as described above. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although Registered or beneficial owners of Bonds may seek a writ of mandamus to compel the District to comply with its agreement.

The District may amend its continuing disclosure agreement from time to time to adapt the changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, if but only if the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering made hereby in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and either the Registered Owners of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or any person unaffiliated with the District (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The District may amend or repeal the agreement in the Bond Resolution if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid or unenforceable, but only to the extent that its right to do so would not prevent the Initial Purchaser from lawfully purchasing the Bonds in the initial offering. If the District so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under “Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance with Prior Undertakings

During the last five years, the District has complied in all material respects with its previous continuing disclosure agreements made by the District.

MISCELLANEOUS

All estimates, statements and assumptions in this Official Statement and the Appendices hereto have been made on the basis of the best information available and are believed to be reliable and accurate. Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any such statements will be realized.

This Official Statement was approved by the Board of Directors of Brazos County Municipal Utility District No. 1, as of the date shown on the cover page.

/s/

President, Board of Directors
Brazos County Municipal Utility District No. 1

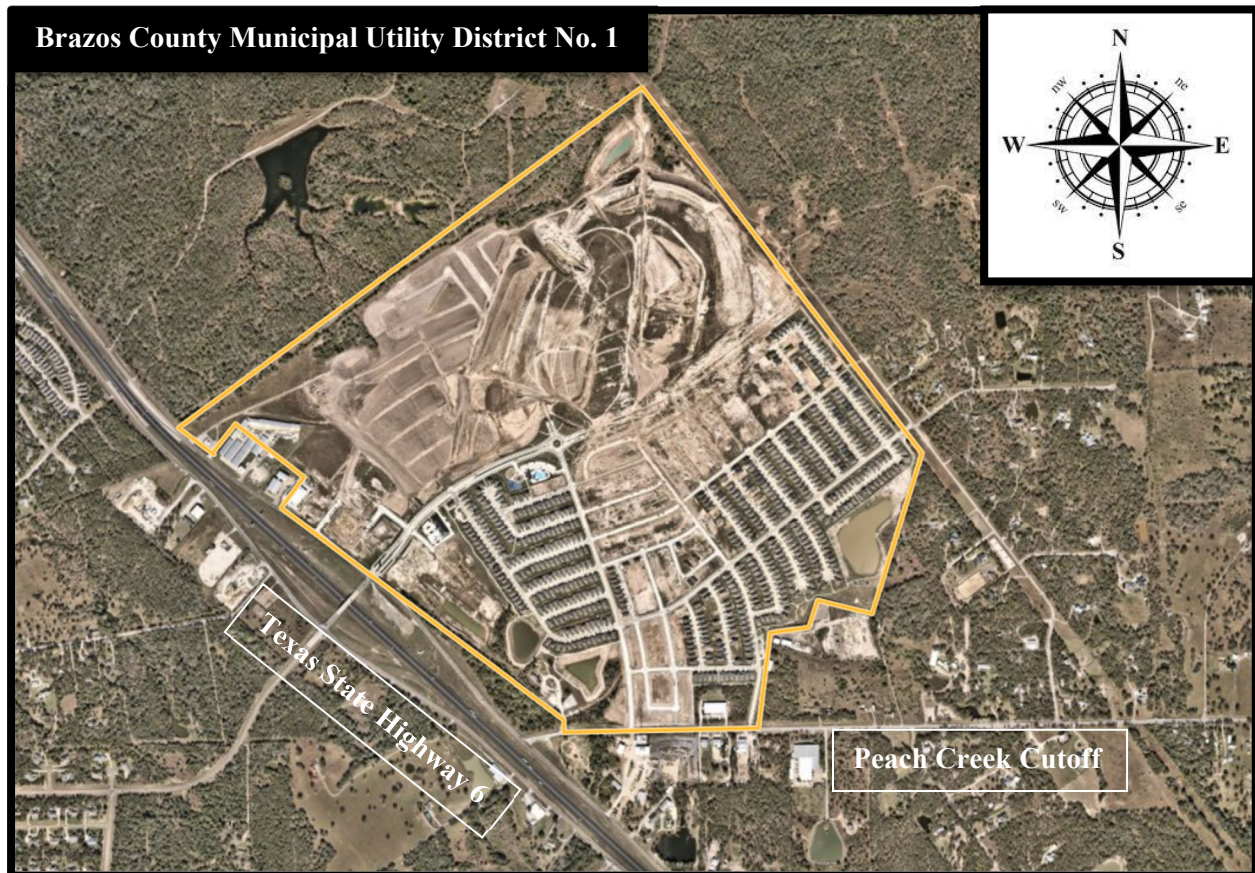
ATTEST:

/s/

Secretary, Board of Directors
Brazos County Municipal Utility District No. 1

AERIAL PHOTOGRAPH

(Approximate boundaries of the District as of November 2025)



PHOTOGRAPHS

The following photographs were taken in the District in November 2025, solely to illustrate the type of improvements which have been constructed in the District. The District cannot predict if any additional improvements will be constructed in the future.

APPENDIX A

Independent Auditor's Report and Financial Statements for the fiscal year ended [November 30, 2024]

3RD ROAD BOND ISSUE - BRAZOS COUNTY MUD 1

CONSTRUCTION COSTS	Amount (\$)	District's Share (\$)	Notes
1. Southern Pointe Section 100	4,781,766	996,855	
2. Southern Pointe SH 6 Entrance	1,087,193	141,005	
3. Southern Pointe Section 200	2,253,513	18,550	
4. Southern Pointe Section 101	1,036,486	140,160	
5. Southern Pointe Section 104 & 120	1,481,058	676,337	
6. Southern Pointe Section 102	1,074,923	19,988	
7. Southern Pointe Section 201	1,809,388	12,770	
8. Southern Pointe Sections 103 & 119	1,800,971	40,381	
9. Southern Pointe Section 400	1,399,155	10,939	
10. Southern Pointe Section 111 (Southern Pointe & Mather Parkways)	3,318,201	2,188,260	
11. Southern Pointe Section 106	1,087,835	450,017	(1.)
12. Land Cost	556,307	556,307	
a. Southern Pointe Section 100	204,705	204,705	
b. Southern Pointe Section 104 & 120	80,494	80,494	
c. Southern Pointe Section 111 (Southern Pointe & Mather Parkways)	197,177	197,177	
d. Southern Pointe Section 106	73,931	73,931	
13. Engineering is 8.51% of Items 1-11	1,583,587	399,383	
Total Developer Contribution Items (76.62% of BIR)	23,270,383	5,650,952	
NON CONSTRUCTION COSTS		District's Share (\$)	Notes
1. Legal Fees		187,500	
2. Fiscal Agent Fees		147,500	
3. Interest Costs			
a. Capitalized Interest (12 months @ 5.00%)		368,750	
b. Developer Interest (5.00%)		692,804	
4. Operating Advances		13,920	
5. Bond Discount (3%)		221,250	
6. Bond Issuance Costs		49,949	
7. Engineering Fees		35,000	
8. Attorney General's Fee (0.10% of BIR or \$9,500 whichever is less)		7,375	
TOTAL NON CONSTRUCTION COST (23.38% of BIR)		1,724,048	
TOTAL BOND ISSUE REQUIREMENT		7,375,000	

Note:

- (1.) Construction Costs, Engineering Fees and Developer Interest for Southern Pointe Section SP 106 are capped at 89.09%. The remaining 10.91% should be included in the next Road Bond Issue. Land Costs for the ROW's are NOT capped.

11/4/2025

1 of 1

BOND DEBT SERVICE

Brazos County Municipal Utility District No. 1
 Roads 2025

Dated Date 01/01/2026
 Delivery Date 01/15/2026

Period Ending	Principal	Coupon	Interest	Debt Service
09/01/2026			245,833.33	245,833.33
09/01/2027	155,000.00	5.000%	368,750.00	523,750.00
09/01/2028	160,000.00	5.000%	361,000.00	521,000.00
09/01/2029	170,000.00	5.000%	353,000.00	523,000.00
09/01/2030	180,000.00	5.000%	344,500.00	524,500.00
09/01/2031	190,000.00	5.000%	335,500.00	525,500.00
09/01/2032	200,000.00	5.000%	326,000.00	526,000.00
09/01/2033	205,000.00	5.000%	316,000.00	521,000.00
09/01/2034	220,000.00	5.000%	305,750.00	525,750.00
09/01/2035	230,000.00	5.000%	294,750.00	524,750.00
09/01/2036	240,000.00	5.000%	283,250.00	523,250.00
09/01/2037	250,000.00	5.000%	271,250.00	521,250.00
09/01/2038	265,000.00	5.000%	258,750.00	523,750.00
09/01/2039	280,000.00	5.000%	245,500.00	525,500.00
09/01/2040	290,000.00	5.000%	231,500.00	521,500.00
09/01/2041	305,000.00	5.000%	217,000.00	522,000.00
09/01/2042	320,000.00	5.000%	201,750.00	521,750.00
09/01/2043	335,000.00	5.000%	185,750.00	520,750.00
09/01/2044	355,000.00	5.000%	169,000.00	524,000.00
09/01/2045	370,000.00	5.000%	151,250.00	521,250.00
09/01/2046	390,000.00	5.000%	132,750.00	522,750.00
09/01/2047	410,000.00	5.000%	113,250.00	523,250.00
09/01/2048	430,000.00	5.000%	92,750.00	522,750.00
09/01/2049	450,000.00	5.000%	71,250.00	521,250.00
09/01/2050	475,000.00	5.000%	48,750.00	523,750.00
09/01/2051	500,000.00	5.000%	25,000.00	525,000.00
	7,375,000.00		5,949,833.33	13,324,833.33

BOND DEBT SERVICE

Brazos County Municipal Utility District No. 1 Roads 2025

Dated Date 01/01/2026
Delivery Date 01/15/2026

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2026			61,458.33	61,458.33	
09/01/2026			184,375.00	184,375.00	245,833.33
03/01/2027			184,375.00	184,375.00	
09/01/2027	155,000.00	5.000%	184,375.00	339,375.00	523,750.00
03/01/2028			180,500.00	180,500.00	
09/01/2028	160,000.00	5.000%	180,500.00	340,500.00	521,000.00
03/01/2029			176,500.00	176,500.00	
09/01/2029	170,000.00	5.000%	176,500.00	346,500.00	523,000.00
03/01/2030			172,250.00	172,250.00	
09/01/2030	180,000.00	5.000%	172,250.00	352,250.00	524,500.00
03/01/2031			167,750.00	167,750.00	
09/01/2031	190,000.00	5.000%	167,750.00	357,750.00	525,500.00
03/01/2032			163,000.00	163,000.00	
09/01/2032	200,000.00	5.000%	163,000.00	363,000.00	526,000.00
03/01/2033			158,000.00	158,000.00	
09/01/2033	205,000.00	5.000%	158,000.00	363,000.00	521,000.00
03/01/2034			152,875.00	152,875.00	
09/01/2034	220,000.00	5.000%	152,875.00	372,875.00	525,750.00
03/01/2035			147,375.00	147,375.00	
09/01/2035	230,000.00	5.000%	147,375.00	377,375.00	524,750.00
03/01/2036			141,625.00	141,625.00	
09/01/2036	240,000.00	5.000%	141,625.00	381,625.00	523,250.00
03/01/2037			135,625.00	135,625.00	
09/01/2037	250,000.00	5.000%	135,625.00	385,625.00	521,250.00
03/01/2038			129,375.00	129,375.00	
09/01/2038	265,000.00	5.000%	129,375.00	394,375.00	523,750.00
03/01/2039			122,750.00	122,750.00	
09/01/2039	280,000.00	5.000%	122,750.00	402,750.00	525,500.00
03/01/2040			115,750.00	115,750.00	
09/01/2040	290,000.00	5.000%	115,750.00	405,750.00	521,500.00
03/01/2041			108,500.00	108,500.00	
09/01/2041	305,000.00	5.000%	108,500.00	413,500.00	522,000.00
03/01/2042			100,875.00	100,875.00	
09/01/2042	320,000.00	5.000%	100,875.00	420,875.00	521,750.00
03/01/2043			92,875.00	92,875.00	
09/01/2043	335,000.00	5.000%	92,875.00	427,875.00	520,750.00
03/01/2044			84,500.00	84,500.00	
09/01/2044	355,000.00	5.000%	84,500.00	439,500.00	524,000.00
03/01/2045			75,625.00	75,625.00	
09/01/2045	370,000.00	5.000%	75,625.00	445,625.00	521,250.00
03/01/2046			66,375.00	66,375.00	
09/01/2046	390,000.00	5.000%	66,375.00	456,375.00	522,750.00
03/01/2047			56,625.00	56,625.00	
09/01/2047	410,000.00	5.000%	56,625.00	466,625.00	523,250.00
03/01/2048			46,375.00	46,375.00	
09/01/2048	430,000.00	5.000%	46,375.00	476,375.00	522,750.00
03/01/2049			35,625.00	35,625.00	
09/01/2049	450,000.00	5.000%	35,625.00	485,625.00	521,250.00
03/01/2050			24,375.00	24,375.00	
09/01/2050	475,000.00	5.000%	24,375.00	499,375.00	523,750.00
03/01/2051			12,500.00	12,500.00	
09/01/2051	500,000.00	5.000%	12,500.00	512,500.00	525,000.00
	7,375,000.00		5,949,833.33	13,324,833.33	13,324,833.33

Brazos County Municipal Utility District No. 1
Road Bonds Series 2026
No Growth Cash Flow

								Road Bonds Series 2026 (e)												Ending Debt Service Fund Balance	Percentage of Next Year's Debt Service	
Tax Roll January 1	Taxable Assessed Value	Tax Rate (M&O)	Projected Collections at 95%	Tax Rate (Maintenance Roads)	Projected Collections at 95%	Tax Rate (Debt)	Projected Collections at 95%	Available for Calendar Year	Beginning Debt Service Fund Balance (c)	Investments Earnings at 4.00%	Capitalized Interest (d)	Total Available Funds	Existing Debt Service	Principal	Interest	Debt Service	Projected Total Debt Service					
2025	\$ 234,243,742 (a)	0.1600	\$ 356,050	0.0200	\$ 44,506	0.820000	\$ 1,824,759	2026	\$ 1,235,217	49,409	368,750	\$ 3,478,134	\$ 2,034,271	\$ -	\$ 245,833	\$ 245,833	\$ 2,280,104	\$ 1,198,030	47.69%			
2026	312,670,759 (b)	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2027	1,198,030	47,921		3,815,323	1,988,547	155,000	368,750	523,750	2,512,297	1,303,026	52.06%			
2027	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2028	1,303,026			3,872,398	1,982,061	160,000	361,000	521,000	2,503,061	1,369,336	54.84%			
2028	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2029	1,369,336			3,938,708	1,973,789	170,000	353,000	523,000	2,496,789	1,441,920	57.55%			
2029	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2030	1,441,920			4,011,292	1,981,105	180,000	344,500	524,500	2,505,605	1,505,687	60.19%			
2030	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2031	1,505,687			4,075,059	1,976,221	190,000	335,500	525,500	2,501,721	1,573,337	62.56%			
2031	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2032	1,573,337			4,142,709	1,988,952	200,000	326,000	526,000	2,514,952	1,627,757	64.70%			
2032	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2033	1,627,757			4,197,129	1,994,825	205,000	316,000	521,000	2,515,825	1,681,304	66.46%			
2033	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2034	1,681,304			4,250,676	2,004,026	220,000	305,750	525,750	2,529,776	1,720,900	67.99%			
2034	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2035	1,720,900			4,290,272	2,006,329	230,000	294,750	524,750	2,531,079	1,759,193	69.66%			
2035	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2036	1,759,193			4,328,565	2,002,025	240,000	283,250	523,250	2,525,275	1,803,290	71.23%			
2036	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2037	1,803,290			4,372,662	2,010,506	250,000	271,250	521,250	2,531,756	1,840,906	72.33%			
2037	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2038	1,840,906			4,410,277	2,021,281	265,000	258,750	523,750	2,545,031	1,865,246	73.44%			
2038	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2039	1,865,246			4,434,618	2,014,206	280,000	245,500	525,500	2,539,706	1,894,912	74.13%			
2039	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2040	1,894,912			4,464,284	2,034,544	290,000	231,500	521,500	2,556,044	1,908,240	74.74%			
2040	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2041	1,908,240			4,477,612	2,031,063	305,000	217,000	522,000	2,553,063	1,924,550	75.11%			
2041	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2042	1,924,550			4,493,922	2,040,413	320,000	201,750	521,750	2,562,163	1,931,759	75.11%			
2042	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2043	1,931,759			4,501,131	2,051,150	335,000	185,750	520,750	2,571,900	1,929,231	74.71%			
2043	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2044	1,929,231			4,498,603	2,058,369	355,000	169,000	524,000	2,582,369	1,916,234	74.17%			
2044	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2045	1,916,234			4,485,606	2,062,364	370,000	151,250	521,250	2,583,614	1,901,992	73.60%			
2045	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2046	1,901,992			4,471,364	2,061,435	390,000	132,750	522,750	2,584,185	1,887,179	75.92%			
2046	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2047	1,887,179			4,456,551	1,962,344	410,000	113,250	523,250	2,485,594	1,970,958	78.98%			
2047	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2048	1,970,958			4,540,329	1,972,879	430,000	92,750	522,750	2,495,629	2,044,701	82.27%			
2048	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2049	2,044,701			4,614,073	1,964,243	450,000	71,250	521,250	2,485,493	2,128,580	85.30%			
2049	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2050	2,128,580			4,697,952	1,971,675	475,000	48,750	523,750	2,495,425	2,202,527	419.53%			
2050	312,670,759	0.1200	356,445	0.0150	44,556	0.865000	2,569,372	2051	2,202,527			4,771,899		500,000	25,000	525,000	525,000	4,246,899				
																\$ 50,188,622	\$ 7,375,000	\$ 5,949,833	\$ 13,324,833	\$ 63,513,455		

(a) Reflects the 2025 Certified Taxable Assessed Valuation of \$222,109,726, plus the Owners Uncertified Value of \$12,134,016. Values as provided by BCAD.

(b) Reflects an Estimate of Taxable Value as of August 1, 2025 of \$312,670,759, as provided by BCAD.

(c) Based on total Debt Service Funds available after the debt service payment on September 2, 2025

(d) Based on 12 months of capitalized interest at 5.00% interest.

(e) Based on an anticipated issue date of January 1, 2026 at 5.00% interest.

Financing Timetable

Brazos County Municipal Utility District No. 1

Unlimited Tax Road Bonds, Series 2026

Preliminary

Oct 2025	Nov 2025	Dec 2025	Jan 2026
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4	1	1 2 3 4 5 6	1 2 3
5 6 7 8 9 10 11	2 3 4 5 6 7 8	7 8 9 10 11 12 13	4 5 6 7 8 9 10
12 13 14 15 16 17 18	9 10 11 12 13 14 15	14 15 16 17 18 19 20	11 12 13 14 15 16 17
19 20 21 22 23 24 25	16 17 18 19 20 21 22	21 22 23 24 25 26 27	18 19 20 21 22 23 24
26 27 28 29 30 31	23 24 25 26 27 28 29	28 29 30 31	25 26 27 28 29 30 31
	30		

Regular Board Meeting

Bond Market Holiday

Date	Action Item	Responsibility
Tue 10/28	Distribute first draft of POS	FA
Wed 11/5	Return comments on first draft of POS	All
Fri 11/7	Regular Board Meeting: POS Approval and authorize distribution of POS	Issuer/BC/FA
Wed 11/12	Distribute second draft of POS	FA
Thu 11/20	Return comments on second draft of POS	All
Mon 12/1	Send Ads (MAC/Newspaper)	FA
Mon 12/1	Distribute third draft of POS	FA
Fri 12/5	Return final comments on of POS	All
Mon 12/8	Print and Distribute POS	FA
Thu 12/11	City Council Meeting to Approve POS	City/Issuer/BC
Mon 12/15	Bond Pricing	All
Mon 12/15	Distribute draft of final Official Statement (OS)	FA
Fri 12/19	Return comments on draft of OS	All
Mon 12/22	Print and distribute OS	FA
Wed 1/8	Distribute Secure Closing email	FA
Mon 1/13	Accept Secure Closing Invite/Create your BaseFund account	All
Mon 1/13	Upload Wiring Instructions	All
Mon 1/13	Verify Wiring Instructions	All
Mon 1/13	Review Closing Memo in BaseFund & Final Sign off	All
Tue 1/21	Closing: Transfer funds and deliver the bonds	All
Tue 1/21	Closing Finalized	FA

December 11, 2025
Item No. 8.1.
Phillips Square Concept Plan Amendment

Sponsor: Garrett Segraves, Staff 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 PDD Planned Development District to PDD Planned Development District to amend the concept plan on approximately 2.6 acres generally located at the terminus of Castle Rock Parkway.

Relationship to Strategic Goals:

Diverse and Growing Economy

Recommendation(s): Staff recommends approval of the proposed concept plan, the meritorious modifications, and community benefits.

Summary: This request is to amend the concept plan for approximately 2.6 acres located at Phillips Square Ph 2, Block 2, Lot 1R-1. The subject property was originally zoned PDD in 2010. In 2024, the original concept plan was amended to provide general land uses and remove the detailed site layouts. Per the current concept plan, concept plan amendments would be brought forward as sites develop. The proposed concept plan shows the general townhome building layout and access off of the existing private drive connecting to Castle Rock Parkway. The proposed concept plan will reduce the rear and front setbacks and propose the townhomes to front private drives rather than a public street. To offset this request, increased landscaping will be provided.

REVIEW OF CONCEPT PLAN

The Concept Plan illustrates the general layout of the proposed building 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 conforms 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 needs 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 homeowner association;
5. The development includes the 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.

Purpose and Intent:

The Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development, which is to provide townhome housing in the area.

The Concept Plan offers several community benefits to mitigate the impacts the development may have on the adjacent development.

Base Zoning and Meritorious Modifications:

The Planned Development District has a base zoning of R-4 Multi-Family.

At the time of the site plan, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the intended use of Townhouse, except where meritorious modifications are granted with the PDD zoning.

The applicant is requesting the following meritorious modifications:

1. Waiver from Section 8.3.H.1.h Lots
 - The townhome lots are not required to have frontage on a public street. The lots will have access to a private access easement within a common area.
2. Rear and front setback waivers
 - Reduce the rear setback of the lots along the existing private access drive from 20' to 8', and the front setback of all lots from 25' to 20'.

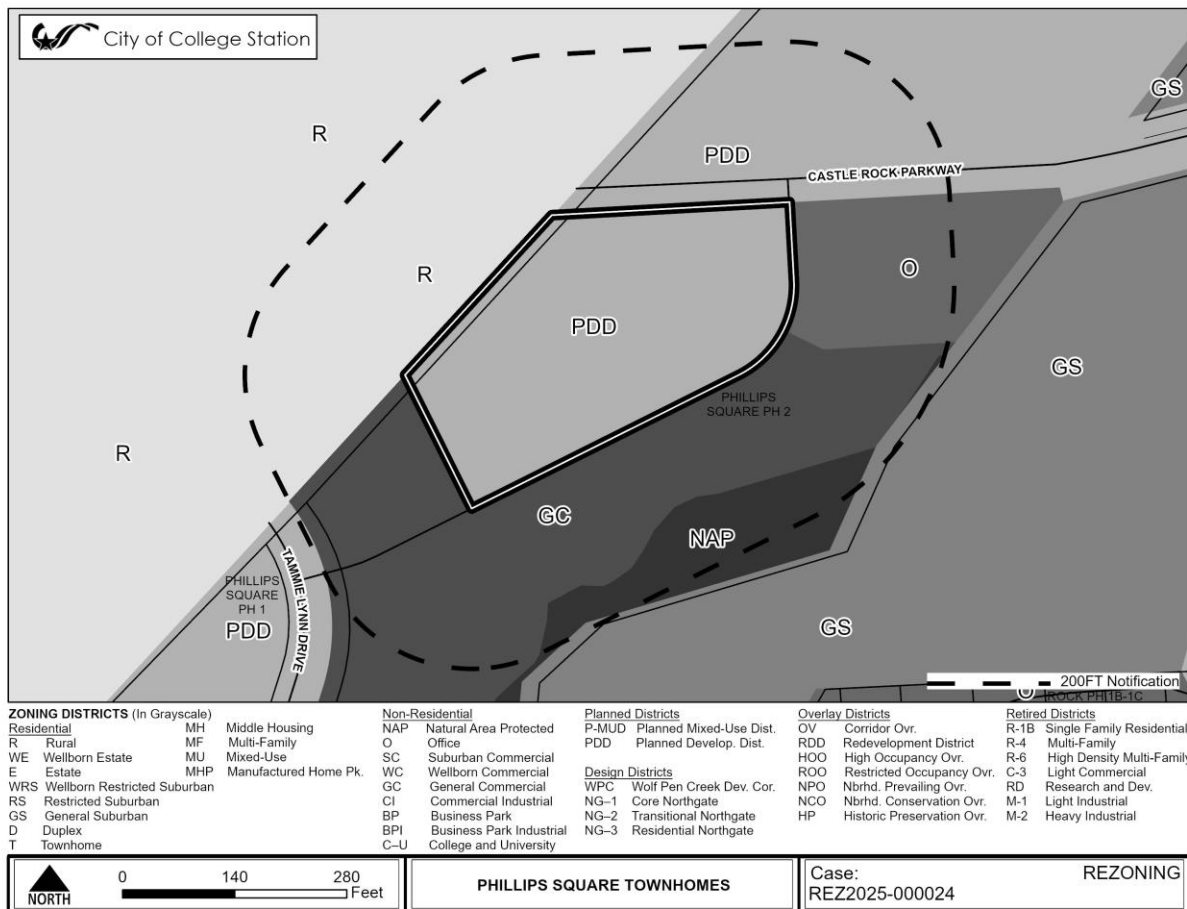
The applicant offers the following as Community Benefits:

1. 50% more Site Landscaping will be provided per townhouse standards.

Budget & Financial Summary:

Attachments:

1. Aerial and Small Area Map
2. Background Information
3. Applicant's Supporting Information
4. Existing Concept Plan
5. Proposed Concept Plan
6. Meritorious Modifications and Community Benefit
7. Ordinance



BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: November 20th, 2025

Advertised Council Hearing Date: December 11th, 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:

Castle Rock Home Owner's Association
Castlegate Home Owner's Association
Southern Plantation Home Owner's Association

Property owner notices mailed: 8
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	Urban Residential/Mixed Residential	R Rural/PDD Planned Development District	Undeveloped
South	Natural & Open Areas	GC General Commercial	Undeveloped
East	Natural & Open Areas	O Office/GC General Commercial	Undeveloped
West	Urban Residential/General Commercial	GC General Commercial/R Rural	Undeveloped

DEVELOPMENT HISTORY

Annexation: June 1995

Zoning: A-O Agricultural Open (1995), R-1A Single-Family Residential (2001), PDD Planned Development District (2010), and PDD Planned Development District (2024)

Final Plat: Phillips Square Phase 2, Block 2, Lot 1R-1 2.603 acres

Site development: Undeveloped



REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: PHILLIPS SQUARE TOWNHOMES (REZ2025-000024)

Address:

Legal Description: A005401, R STEVENSON (ICL), TRACT 2, 16.7973 ACRES

Total Acreage: 2.603

Applicant: SCHULTZ ENGINEERING

Property Owner: GREENS PRAIRIE INVESTORS LTD

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The current multi-family zoning has not been marketable in this location since its establishment. The demand for townhouses has made this change necessary.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The proposed PDD change still provides mid density residential to transition to the adjacent commercial lots.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The current zoning is not suitable for this tract due to the demand for alternate single family dwelling types.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The proposed mid density residential will compliment the surrounding commercial areas by providing more residences to support the commercial development.

Explain the suitability of the property for uses permitted by the current zoning district.

The proposed mid density residential will compliment the surrounding commercial areas by providing more residences to support the commercial development.

Explain the marketability of the property for uses permitted by the current zoning district.

The city is in need of alternate residential dwelling units with all the single family subdivisions developed over the last 10 years.

List any other reasons to support this zone change.

The city is in need of alternate residential dwelling units with all the single family subdivisions developed over the last 10 years.

Maximum Building Height.

Building heights will follow requirements for townhouses.

Proposed Drainage.

The concept plan will follow city ordinances regarding drainage.

Variations Sought.

Lot frontage on public streets; rear and front setbacks; lot depth.

Community Benefits.

N/A

Sustained Stability.

The concept plan will follow city ordinances regarding the environment and character of the surrounding area.

Conformity.

The proposed PDD change still provides mid density residential to transition to the adjacent commercial lots.

Compatibility with use.

The proposed mid density residential will compliment the surrounding commercial areas by providing more residences to support the commercial development.

Access to Streets.

Dwelling units shall have access to a public street via private access easement and access drives.

Public Improvements.

The proposed development will pay parkland fees and will extend public and private facilities to serve the developments' needs.

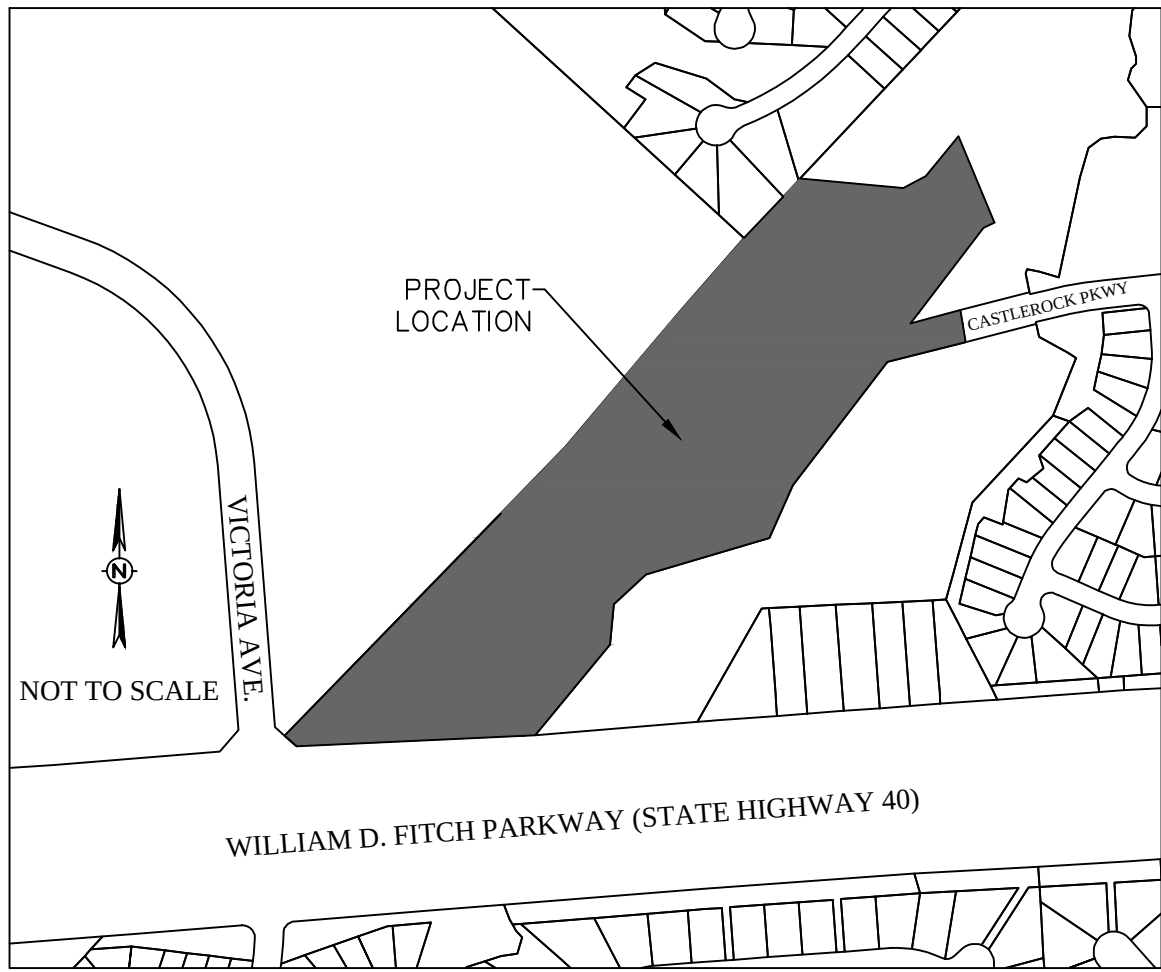
Public Health.

The concept plan will not be detrimental to public health, safety, or welfare because the development will follow city ordinances.

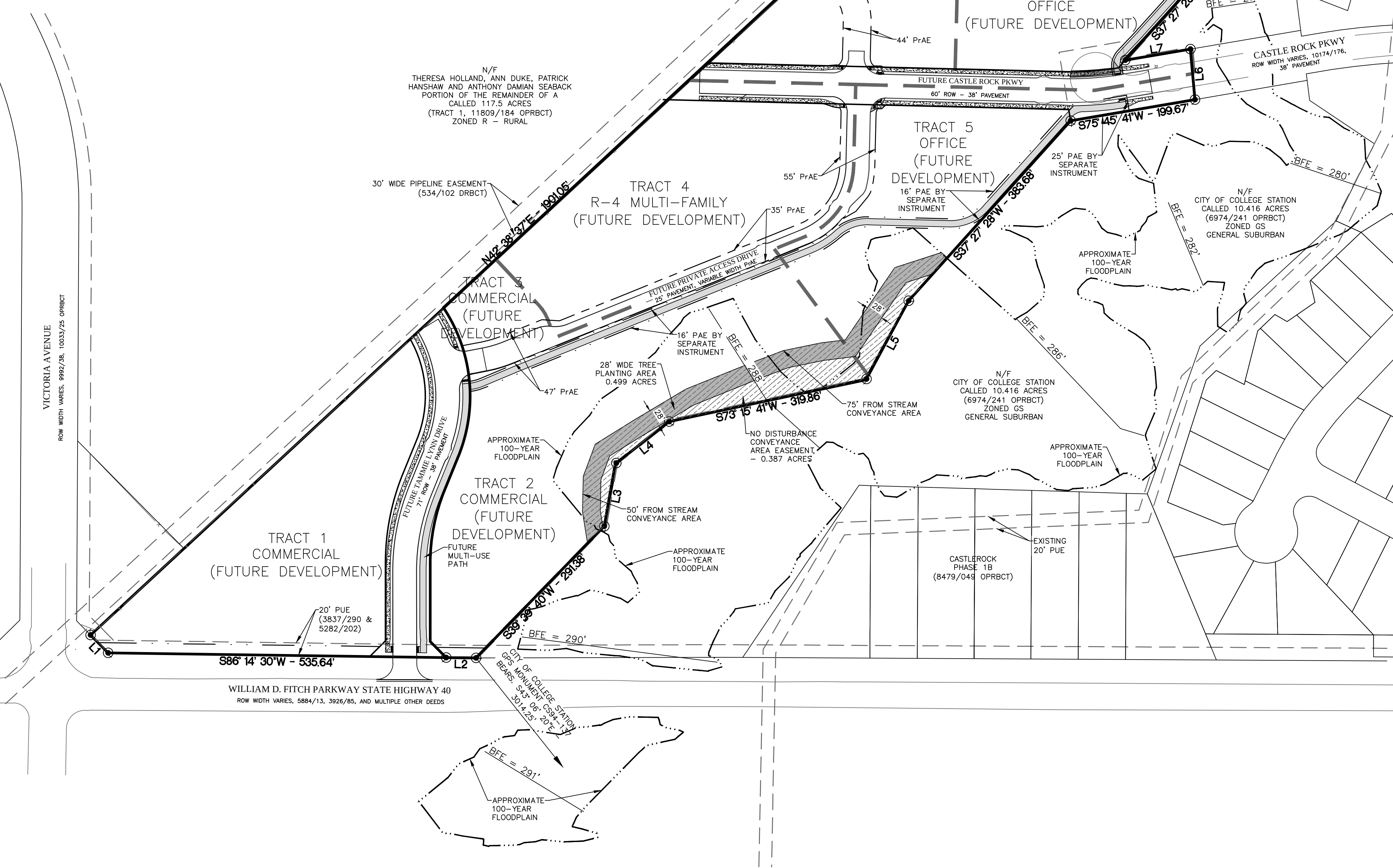
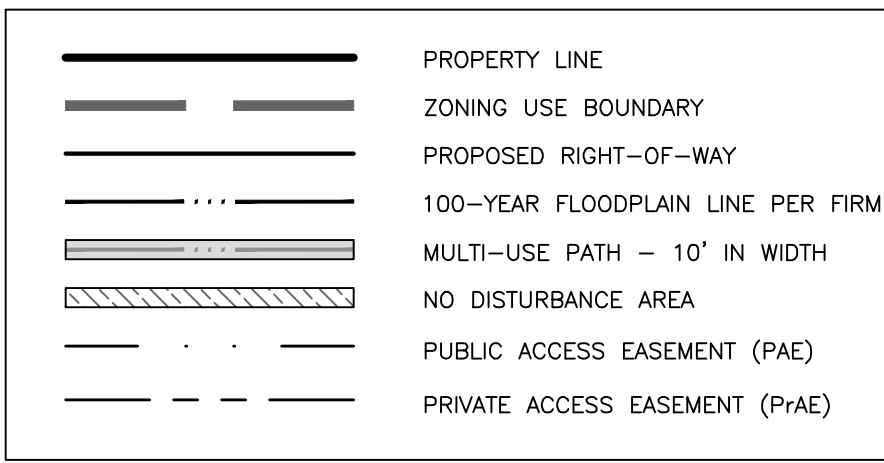
Safety.

The proposed concept plan does not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity because the new development will connect to and add pedestrian infrastructure in the area.

VICINITY MAP



LEGEND



- NOTES:
- THE LAND USES PROPOSED FOR THIS PROPERTY ARE AS LISTED AND SHOWN ON THE CONCEPT PLAN. GC GENERAL COMMERCIAL, R-4 MULTI-FAMILY, AND O OFFICE ARE THE BASE, UNDERLYING ZONING DISTRICTS, AS APPLICABLE. AT THE TIME OF SITE PLAN AND PLAT, THE PROJECT WILL NEED TO MEET ALL APPLICABLE STANDARDS REQUIRED BY THE UNIFIED DEVELOPMENT ORDINANCE, UNLESS SPECIFIED BELOW. EACH TRACT OR PHASE WILL NEED TO SUBMIT A CONCEPT PLAN AMENDMENT APPLICATION AS IT DEVELOPS.
 - HEIGHT: THE RANGE OF FUTURE BUILDING HEIGHTS IS FROM 15 TO 55 FEET.
 - THE STORM WATER DRAINAGE FROM THIS SITE FLOWS INTO THE ADJACENT PROPERTY OWNED BY THE CITY OF COLLEGE STATION AND THEN INTO SPRING CREEK OR TRIBUTARY A2 OF SPRING CREEK. THE EXTENSION OF CASTLE ROCK PARKWAY TO THIS SITE WILL INCLUDE THE CONSTRUCTION OF A STORM SEWER PIPE WHICH CAN BE USED TO COLLECT THE RUNOFF FROM THE DEVELOPED SITE AND CONVEY IT TO TRIBUTARY A2 AT THE BOX CULVERT STRUCTURE CONSTRUCTED FOR CASTLE ROCK PARKWAY. STORM WATER REQUIREMENTS WILL BE IN ACCORDANCE WITH THE UDO.
 - THE DETENTION POND FOR THIS SITE IS LOCATED ADJACENT TO SPRING CREEK UPSTREAM OF SH 6 IN THE TOWER POINTE DEVELOPMENT.
 - MERITORIOUS MODIFICATIONS GRANTED BY ZONING:
 - STREETS AND ALLEYS, TABLE V, BCS DESIGN GUIDELINES
 - THE RIGHT-OF-WAY WIDTH FOR TAMMIE LYNN DRIVE SHOWN ON THE CONCEPT PLAN IS 71 FEET. DESIGN REQUIREMENTS WILL BE IN ACCORDANCE WITH THE UDO AND BCS UNIFIED DESIGN GUIDELINES. A BIKE LANE THAT PROHIBITS PARKING IS REQUIRED TO BE INCLUDED ON TAMMIE LYNN DRIVE.
 - SECTION 5.2 "RESIDENTIAL DIMENSIONAL STANDARDS" AND SECTION 5.4 "NON-RESIDENTIAL, DIMENSIONAL STANDARDS" A REDUCTION OF BUILDING SETBACKS ALONG TAMMIE LYNN DRIVE: TO 10 FEET FOR ALL USES. ALL PARKING AND LANDSCAPING REQUIREMENTS WILL BE IN ACCORDANCE WITH THE UDO.
 - SECTION 7.1.H.2 "SINGLE FAMILY PROTECTION" OF THE UNIFIED DEVELOPMENT ORDINANCE ALTHOUGH THE ADJACENT CITY-OWNED PROPERTY IS ZONED GS GENERAL SUBURBAN, IT IS NOT CONSIDERED AS A SINGLE FAMILY USE FOR THE PURPOSE OF LIMITING HEIGHT OR INCREASING THE SETBACK FOR MULTI-FAMILY OR NON-RESIDENTIAL BUILDINGS ADJACENT TO THE CITY-OWNED PROPERTY.
 - SECTION 7.6 "BUFFER REQUIREMENTS" OF THE UNIFIED DEVELOPMENT ORDINANCE THERE ARE NO BUFFERS REQUIRED WHERE DEVELOPMENT IS ADJACENT TO THE CITY-OWNED PROPERTY. ALL OTHER BUFFERS ARE PROPOSED TO BE IN COMPLIANCE WITH THE UDO.
 - SECTION 8.2.A.10 "BLOCKS" OF THE UNIFIED DEVELOPMENT ORDINANCE VARIATION FROM THE 800-FOOT MAXIMUM BLOCK LENGTH REQUIREMENT. NO PUBLIC STREETS ARE PROPOSED TO CONNECT TO CASTLE ROCK PARKWAY WITHIN THIS DEVELOPMENT. THE BLOCK LENGTH ALONG THE SOUTHERN RIGHT-OF-WAY OF CASTLE ROCK PARKWAY IS 850 FEET WITHIN THIS DEVELOPMENT AND 1,310 FEET TO THE FIRST INTERSECTING STREET IN THE CASTLE ROCK SUBDIVISION. THE BLOCK LENGTH ALONG THE NORTHERN RIGHT-OF-WAY OF CASTLE ROCK PARKWAY IS 760 FEET WITHIN THIS DEVELOPMENT AND 1,540 FEET TO THE FIRST INTERSECTING STREET IN THE CASTLE ROCK SUBDIVISION. THE CONCEPT PLAN INCLUDES A "PRIVATE ACCESS DRIVEWAY AND PRIVATE ACCESS EASEMENT" THROUGH THE PROPERTY THAT WILL MEET MINOR COLLECTOR STANDARDS FOR ACCESS AND DRIVEWAY SPACING AND LANE WIDTH. THIS PRIVATE DRIVE REDUCES THE BLOCK LENGTH BY APPROXIMATELY 200 FEET ON THE NORTH SIDE OF CASTLE ROCK PARKWAY AND APPROXIMATELY 300 FEET ON THE SOUTH SIDE OF CASTLE ROCK PARKWAY.
 - SECTION 8.2.A.13 "SIDEWALKS" OF THE UNIFIED DEVELOPMENT ORDINANCE IN THE SECTION OF STREET WHERE THE MULTI-USE PATH PARALLELS TAMMIE LYNN DRIVE AN ADDITIONAL SIDEWALK WILL NOT BE REQUIRED ALONG THAT SIDE OF THE STREET.
 - PUBLIC ACCESS EASEMENTS OR RIGHT-OF-WAY WILL BE DEDICATED TO ALLOW FOR THE CONSTRUCTION OF THE MULTI-USE PATH SHOWN ON THIS PLAN. THE DESIGN AND CONSTRUCTION PLANS, THE DEDICATION OF LAND OR ACCESS EASEMENTS AND A FINANCIAL GUARANTEE FOR ITS CONSTRUCTION FOR THE MULTI-USE PATH WILL OCCUR WITH PHASE 1 OF THE DEVELOPMENT OF THIS PROPERTY. THE MULTI-USE PATH MAY BE CONSTRUCTED IN PHASES AS DEVELOPMENT OCCURS ON EACH PORTION OF THE TRACT OR ON THE ADJACENT TRACT.
 - THE PRIVATE DRIVEWAYS SHOWN TO PROVIDE CROSS ACCESS BETWEEN PORTIONS OF THE DEVELOPMENT SHALL MEET MINOR COLLECTOR STANDARDS FOR ACCESS/DRIVEWAY SPACING, WITH A MINIMUM 24-FOOT PAVEMENT WIDTH (OR 26-FOOT WIDTH IF BUILDINGS TALLER THAN 30-FOOT ARE PROPOSED), FIVE-FOOT SIDEWALKS AT LEAST 3- FEET FROM BACK OF CURB ON EACH SIDE WITH ADA RAMPS (10-FOOT WIDTH IF IT ALSO SERVES AS THE MULTI-USE PATH), PARALLEL PARKING ALLOWED IF WIDER CROSS-SECTION IS CONSTRUCTED, AND WILL MEET FIRE LANE STANDARDS.
 - CROSS ACCESS WILL BE PROVIDED FOR TRAFFIC TO GO BETWEEN THE COMMERCIAL DEVELOPMENT AND THE SEABACK TRACT BETWEEN WILLIAM D. FITCH AND THE COMMERCIAL STREET. CROSS-ACCESS WILL BE REQUIRED THROUGHOUT THE SITE IN ACCORDANCE WITH THE UDO AND ALSO TO ADJACENT DEVELOPABLE PROPERTIES. THE LOCATION OF THIS CROSS ACCESS WILL BE DETERMINED AT PLATTING OR SITE PLAN SUBMITTAL.
 - GREENWAYS/FLOODPLAIN: THE CONCEPT PLAN IS PROPOSING TO DESIGNATE APPROXIMATELY 1.1 ACRES (0.70 ACRES OF FEMA FLOODPLAIN) AS A "NO DISTURBANCE" AREA. THIS AREA WAS DETERMINED BY USING A 75-, 50-, OR 25-FOOT SETBACK FROM THE STREAM CONVEYANCE AREA, AS NOTED (AND SHOWN GRAPHICALLY) ON THE CONCEPT PLAN. THE PROJECT/PROPERTY IS REQUIRED TO COMPLY WITH THE NO ADVERSE IMPACTS (NAI) ORDINANCE. THE MORE RESTRICTIVE OF THE TWO SHALL APPLY.
 - PEDESTRIAN AND BICYCLE CIRCULATION WILL BE PROVIDED THROUGHOUT THE PROJECT AS REQUIRED BY THE UDO. THE PUBLIC, COMMERCIAL STREET AND THE PRIVATE DRIVEWAY SHOWN TO PROVIDE CROSS ACCESS WILL HAVE A SIDEWALK OR MULTI-USE PATH ON EACH SIDE. EXACT LOCATION AND DETAILS OF THESE FACILITIES WILL BE DETERMINED AT PLATTING OR SITE PLAN SUBMITTAL. CASTLE ROCK PARKWAY WILL HAVE BIKE LANES AND SIDEWALKS ON EACH SIDE.
 - THE DEVELOPMENT WILL BE PHASED IN SUCH A MANNER THAT THE DESIGN CAPACITY OF CASTLE ROCK PARKWAY, (5,000 VPD), IS NOT EXCEEDED. DEVELOPMENT THAT HAS ACCESS TO ONLY CASTLE ROCK PARKWAY AND NOT WILLIAM D. FITCH PARKWAY OR VICTORIA AVENUE WILL BE LIMITED SUCH THAT THE TOTAL PROJECTED TRAFFIC IS LESS THAN 5,000 VPD INCLUDING THE 2,621 VPD PROJECTED FROM THE BUILD OUT OF THE CASTLE ROCK SUBDIVISION. ADDITIONAL DEVELOPMENT COULD NOT OCCUR UNTIL ACCESS TO WILLIAM D. FITCH OR VICTORIA IS PROVIDED.
 - ADDITIONAL CONDITIONS PER ZONING
 - BIKE LANES BE PROVIDED ON TAMMIE LYNN DRIVE AND CASTLE ROCK PARKWAY
 - A RIGHT-TURN DECELERATION LANE BE PROVIDED AT THE INTERSECTION OF TAMMIE LYNN DRIVE AND STATE HIGHWAY 40.
 - RIGHT-TURN LANES BE PROVIDED AT EACH INTERSECTION OF THE "PRIVATE ACCESS DRIVE" WITH TAMMIE LYNN DRIVE AND CASTLE ROCK PARKWAY.
 - ONE-HALF (1/2) ACRE OF THE SPECIAL FLOOD HAZARD AREA LOCATED ON THIS PROPERTY WILL NOT BE DEVELOPED EXCEPT FOR THE PLANTING OF TREES IN THE AREA WHICH MAY BE COUNTED FOR LANDSCAPING POINT REQUIREMENTS FOR THE ADJACENT DEVELOPMENT. THE EXACT LOCATION OF THIS ONE-HALF ACRE WILL BE DETERMINED AT PLATTING OR SITE PLAN SUBMITTAL.
 - THIS TRACT LIES WITHIN FLOOD ZONE "X" UNSHADED, "X" SHADED, AND ZONE "AE" AND DOES PARTIALLY LIE WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD PLAIN) ACCORDING TO THE BRAZOS COUNTY FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48041C0325E, REVISED DATE: 05-16-2012. REVISED TO REFLECT LOMR 12-06-1841P, EFFECTIVE DATE: 05-18-2012.
 - NO DISTURBANCE CONVEYANCE AREA EASEMENT IS AN AREA OF NO DEVELOPMENT TO REMAIN AS A NATURAL AREA FOR STORM CONVEYANCE. A PORTION OF THIS AREA WILL BE PLANTED WITH TREES.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	39.63'	N48° 59' 49"W
L2	47.28'	S86° 14' 16"W
L3	101.87'	S6° 19' 49"W
L4	106.26'	S47° 18' 34"W
L5	140.96'	S23° 46' 26"W
L6	80.28'	S9° 37' 02"E
L7	104.82'	N75° 46' 04"E
L8	30.60'	S64° 46' 47"W
L9	127.86'	N39° 32' 28"E
L10	63.27'	N61° 41' 31"E

CONCEPT PLAN
PHILLIPS SQUARE PDD
19.74 ACRES

ROBERT STEVENSON SURVEY, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1" = 100'
DECEMBER, 2023

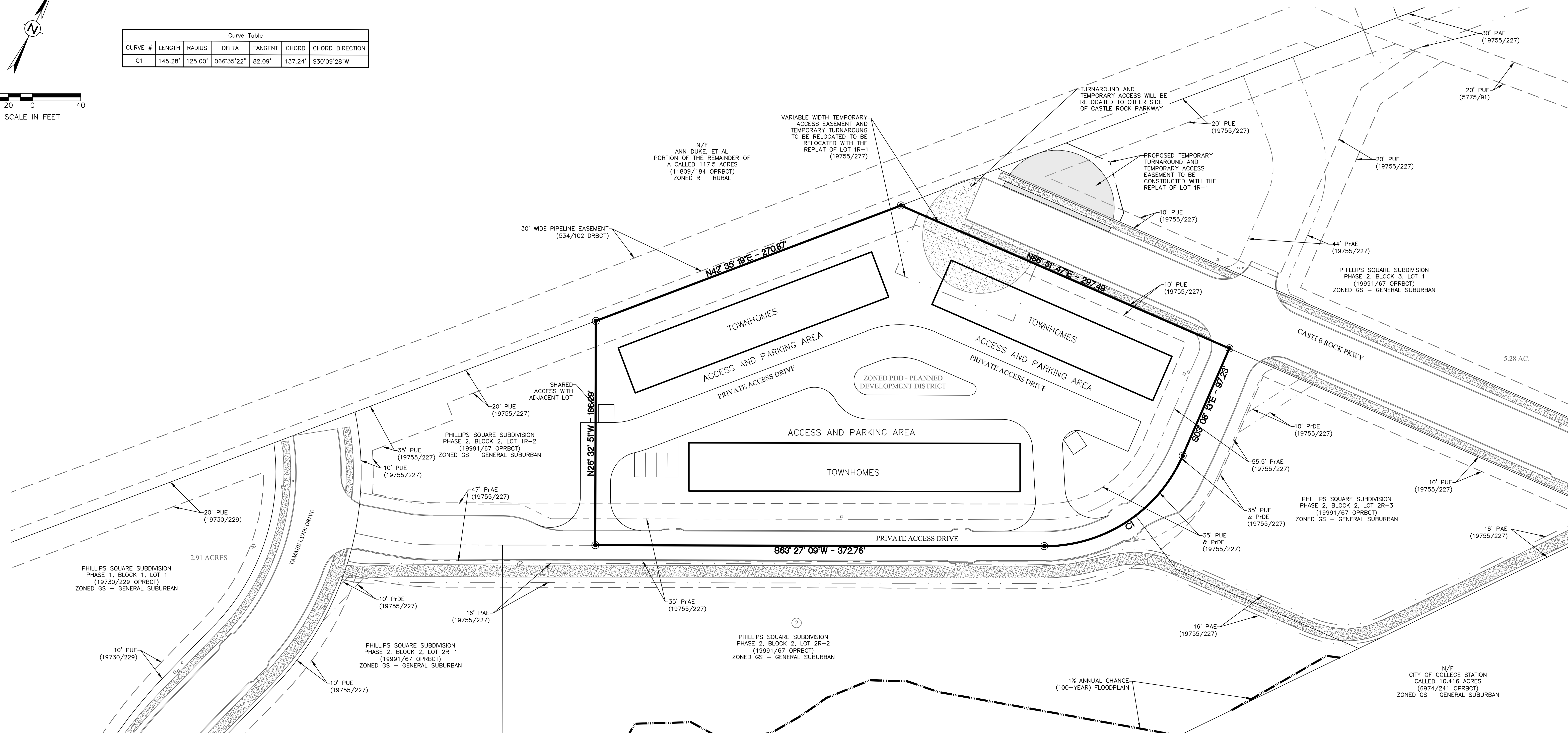
OWNER/DEVELOPER:
Greens Prairie Investors, Ltd.
1140 Midtown Drive
College Station, TX 77845
(979) 690-7250
OWNER:
Brazos Land Holdings, LLC.
PO Box 440
Wellborn, TX 77881

SURVEYOR:
Kerr
Nathan Paul Kerr, RPLS No. 6834
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
(979) 368-3195
TBPELS FIRM # 10018500
KERR JOB 22-0150

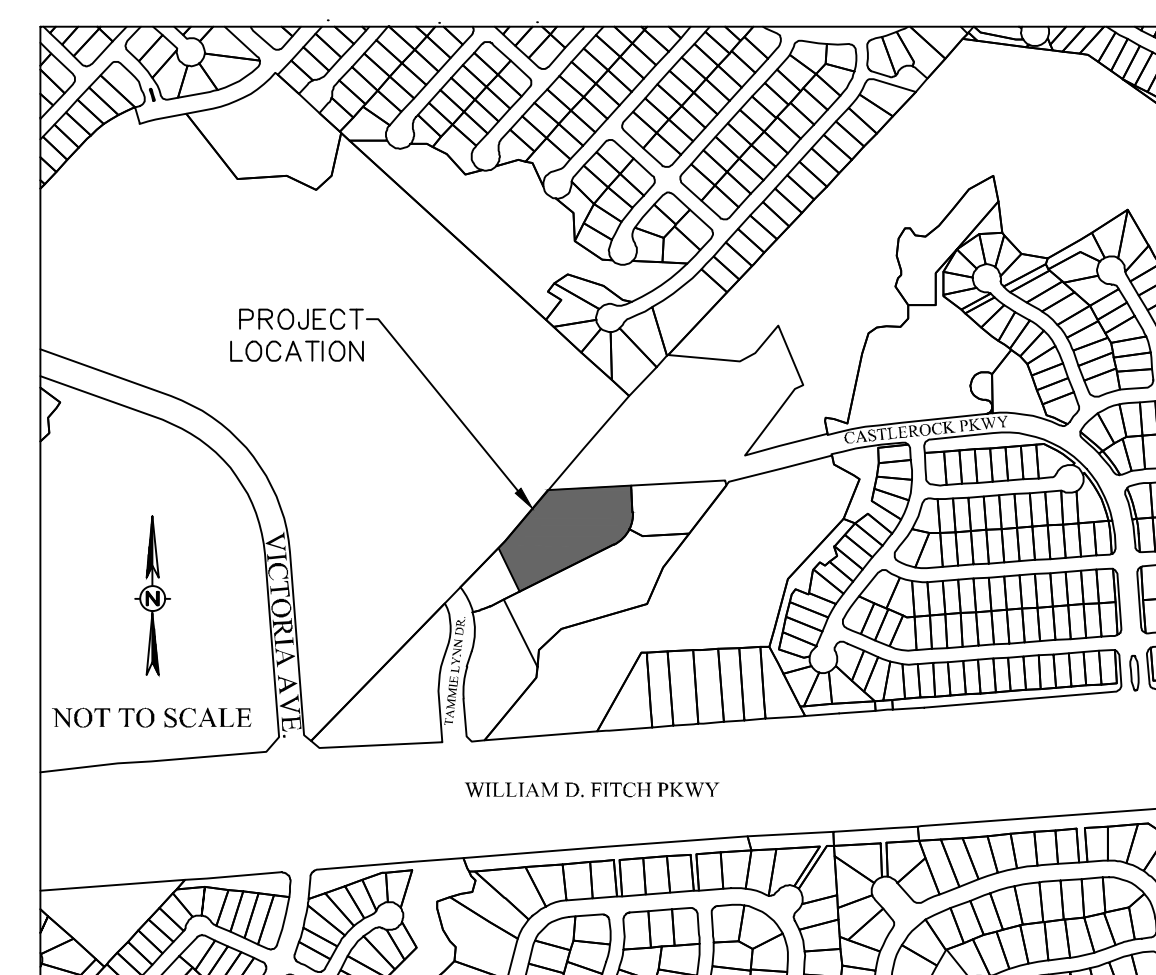
ENGINEER:
Schultz Engineering, LLC
TBP# NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
www
(979) 764-3900



Curve Table						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	145.28'	125.00'	066°35'22"	82.09'	137.24'	S30°09'28"W



VICINITY MAP



CONCEPT PLAN
PHILLIPS SQUARE
2.603 ACRES
PHASE 2, BLOCK 2, LOT 1R-1
ROBERT STEVENSON SURVEY LEAGUE, A-54
COLLEGE STATION, BRAZOS, TEXAS

SCALE: 1" = 40'
NOVEMBER, 2025
SURVEYOR:

OWNER/DEVELOPER:
BCS URBAN LIVING, LLC
4477 CONQUISTADOR CR
BRYAN, TX 77807
(979) 220-2894


Nathan Paul Kerr, RPLS No.
6384
Kerr Surveying, LLC
1718 Briarcrest Dr.
Bryan, TX 77802
(979) 268-3195
TBPELS FIRM # 10018500

ENGINEER:
 **Schultz Engineering, LLC**
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
...
(979) 764-3900

- NOTES:

1. THIS TRACT LIES WITHIN FLOOD ZONE 'X' UNSHADED, 'X' SHADED, AND ZONE 'AE' AND DOES PARTIALLY LIE WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD PLAIN) ACCORDING TO THE BRAZOS COUNTY FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48041C0325E, REVISED DATE: 05-16-2012, REVISED TO REFLECT LOMR 12-06-1841P, EFFECTIVE DATE: 05-18-2012. LATEST FLOODPLAIN INFORMATION PER LOMA CASE NO. 25-06-0402A, JANUARY 14, 2025.
2. SEE BULK VARIANCES LETTER FOR MERITORIOUS MODIFICATIONS AND COMMUNITY BENEFITS.
3. A SIDEWALK WILL BE ADDED ALONG THE EXISTING PRIVATE ACCESS DRIVE BETWEEN CASTLE ROCK PARKWAY AND TAMMIE LYNN DRIVE FOR THE EXTENTS OF THIS DEVELOPMENT. EXACT LOCATION AND DETAILS OF THESE FACILITIES WILL BE DETERMINED AT PLATTING SUBMITTAL.

Exhibit C

Purpose, Intent and Community Benefits - The proposed Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development which is to promote and encourage innovative development that is sensitive to surrounding land uses and natural environment. The intent is to keep the base zoning of R-4 Multi-Family and build to T Townhouse standards which is permitted by right via Section 5.5.B.2 of the UDO.

Base Zoning and Meritorious Modifications - At the time of site plan, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the T Townhouse zoning district, except where meritorious modifications are granted with the PDD zoning.

Meritorious Modifications - The applicant is requesting the following meritorious modifications:

1. Waiver from Section 8.3.H.1.h Lots

The townhome lots are not required to have frontage on a public street. The lots will have access to a private access easement within a Common Area.

2. Rear and front setback waivers

Reduce the rear setback of the lots along the existing private access drive from 20' to 8', and the front setback of all lots from 25' to 20'.

Community Benefits - The applicant offers the following as community benefits:

1. 50% more Site Landscaping will be provided in the common area per townhouse requirements.

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 PDD PLANNED DEVELOPMENT DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT TO AMEND THE CONCEPT PLAN AFFECTING APPROXIMATELY 2.6 ACRES GENERALLY LOCATED AT THE TERMINUS OF CASTLE ROCK 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”, Exhibit “B”, and Exhibit “C”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from PDD Planned Development District to PDD Planned Development District to amend the concept plan:

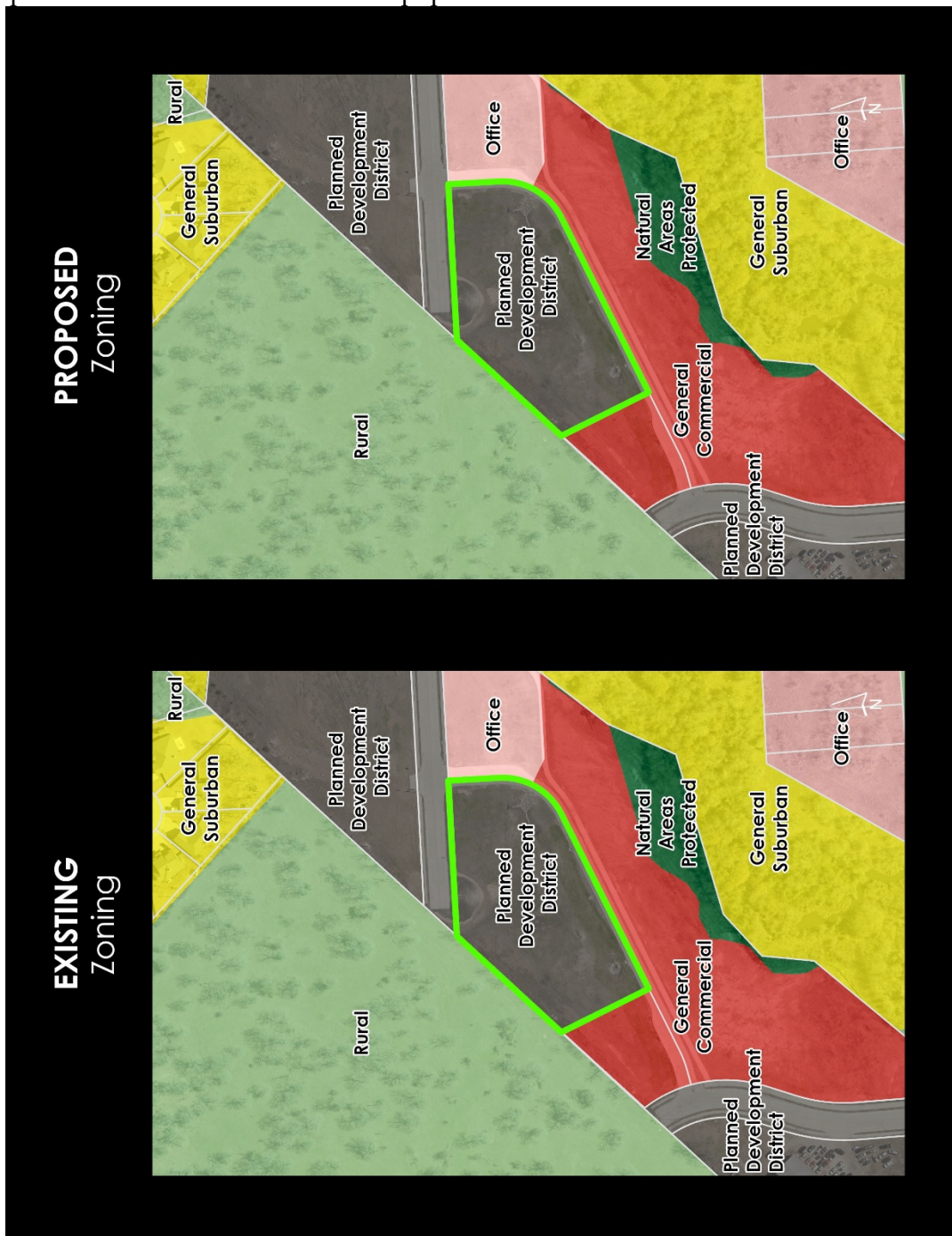


Exhibit B

Purpose, Intent and Community Benefits - The proposed Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development which is to promote and encourage innovative development that is sensitive to surrounding land uses and natural environment. The intent is to keep the base zoning of R-4 Multi-Family and build to T Townhouse standards which is permitted by right via Section 5.5.B.2 of the UDO.

Base Zoning and Meritorious Modifications - At the time of site plan, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the T Townhouse zoning district, except where meritorious modifications are granted with the PDD zoning.

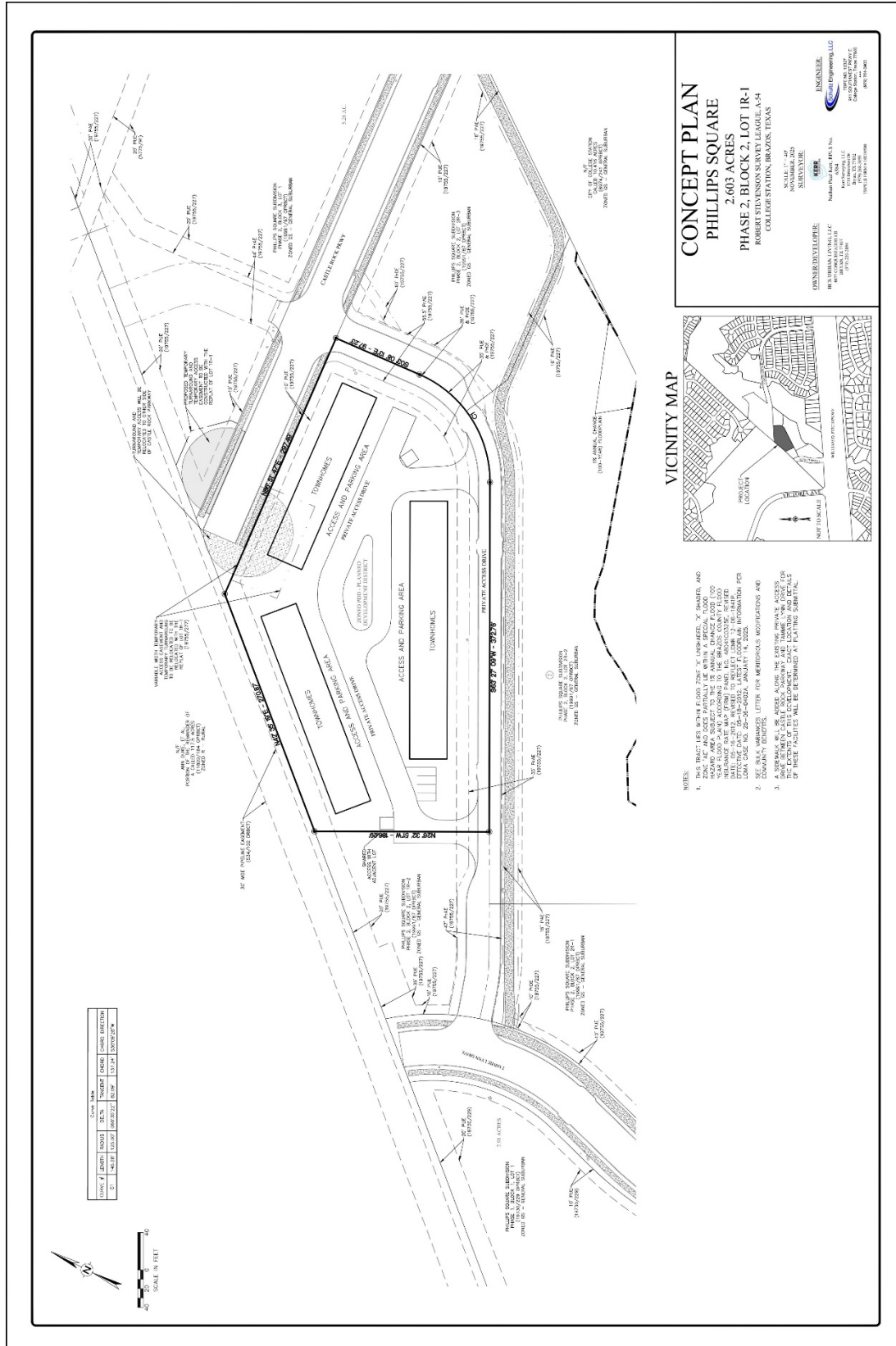
Meritorious Modifications - The applicant is requesting the following meritorious modifications:

1. Waiver from Section 8.3.H.1.h Lots
The townhome lots are not required to have frontage on a public street. The lots will have access to a private access easement within a Common Area.
2. Rear and front setback waivers
Reduce the rear setback of the lots along the existing private access drive from 20' to 8', and the front setback of all lots from 25' to 20'.

Community Benefits - The applicant offers the following as community benefits:

1. 50% more Site Landscaping will be provided in the common area per townhouse requirements.

Exhibit C – Concept Plan



December 11, 2025
Item No. 8.2.
Mayor Pro Tempore

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the election of Mayor Pro Tempore.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: After each election or the beginning of each year, one of the council members shall be elected Mayor Pro Tem and shall hold the office for one year. It is the responsibility of the Mayor Pro Tem to act as Mayor during the disability or absence of the Mayor. In this capacity, the Mayor Pro Tem has the rights conferred upon the Mayor.

Budget & Financial Summary: None

Attachments:

None

December 11, 2025
Item No. 8.3.
Council-Appointed Board and Commission Representatives

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the appointment of Councilmembers to boards and commissions.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): None

Summary: This is an opportunity for Councilmembers to consider whether they wish to continue serving on a particular board or volunteer for another. The list of Council Appointed Representatives that could possibly be retiring are indicated with a yellow highlight, which was provided separately.

Budget & Financial Summary: None

Attachments:

1. 2026-2027 Council Appointed Reps



2026-2027 Council Appointed Representatives

The following individuals are appointed by the City Council to represent the City of College Station on joint committees with other governmental agencies and community groups.

Aggieland Humane Society (2-yr term)	Appointed	Expires	Date to Appoint	Newly Appointed
Dianne Marlow	1/2024	1/2026	1/22/2026	
Jim Bob Arnold, Assistant Police Chief	1/2024	1/2026	1/22/2026	

The Art Center of BV (3-yr term)	Appointed	Expires	Date to Appoint	Newly Appointed
Scott Shafer (2-yr unexp. term)	12/2024	1/2027		
Citizen Appointments				
	New Bylaws	Board of	Directors	Appoint w/ Qualifications
Warren L. Finch	New Bylaws	Board of	Directors	Appoint w/ Qualifications

BioCorridor (2-yr term)	Appointed	Expires	Date to Appoint	Newly Appointed
Scott Shafer (1-yr unexp. term)	12/2024	12/2025	12/11/2025	
P&Z Comm recommends to Council (Council Approval)				
Aron Collins	3/2024	2/2026	P&Z Upcoming appt	
David Higdon	2/2025	2/2027		

Brazos Appraisal District (1-yr term)	Appointed	Expires	Date to Appoint	Newly Appointed
Susan M. Pesl	1/2025	1/2026	12/11/2025	

Brazos County Health Dept (2-yr term)	Appointed	Expires	Date to Appoint	Newly Appointed
Bob Yancy	12/2024	12/2026		
David White (1-yr unexp. term)	12/2024	12/2025	12/11/2025	

BV Emergency Operations Policy Board	Appointed	Expires	Date to Appoint	Newly Appointed
John Nichols	12/2024	End of Term		
Mark Smith (Alternate)	12/2024	End of Term		

BV Council of Gov't Board of Directors	Appointed	Expires	Date to Appoint	Newly Appointed
John Nichols, Mayor	1/2023	End of Term		

BV Council of Gov't Intergovernmental Com.	Appointed	Expires	Date to Appoint	Newly Appointed
John Nichols, Mayor	1/2025	1/2027		
Mark Smith	1/2025	1/2027		

BV Economic Development Corp (3-yr term)	Appointed	Expires	Date to Appoint	Newly Appointed
John Nichols	1/2024	1/2027		
Jason Jennings	10/2024	10/2027		

BV Groundwater District (4-yr term by Resolution)	Appointed	Expires	Date to Appoint	Newly Appointed
Gary Mechler, Water Director	1/2023	12/2026		

BVSWMA Board of Directors (3-yr term)	Appointed	Expires	Date to Appoint	Newly Appointed
John Nichols, Chair	1/2023	1/2026	11/2025	11/2025
Mark Smith	1/2024	1/2027		
Bill Lartigue	12/2023	12/2026		

BV Wide Area Communications System	Appointed	Expires	Date to Appoint	Newly Appointed
William Wright	1/2023	End of Term		

Brazos Transit District (2)-4-yr terms)	Appointed	Expires	Date to Appoint	Newly Appointed
John Nichols	11/2023	End of Term		

B/CS MPO – Policy Board	Appointed	Expires	Date to Appoint	Newly Appointed
John Nichols, Mayor	11/2023	End of Term		

Comprehensive Plan Evaluation Committee	Appointed	Expires	Date to Appoint	Newly Appointed
Melissa McIlhaney, Councilmember	1/2025	End of Term		
Scott Shafer, Councilmember	1/2025	End of Term		
Mark Smith, Councilmember	1/2025	End of Term		
Michael Buckley, P&Z Commissioner	1/2025	End of Term		
Tre Watson, P&Z Commissioner	1/2025	End of Term		
Warren Finch, P&Z Commissioner	1/2025	End of Term		

Keep Brazos Beautiful	Appointed	Expires	Date to Appoint	Newly Appointed
Caroline Ask	3/2021	-----		

RMA Board CS Representative (4-yr term)	Appointed	Expires	Date to Appoint	Newly Appointed
Veronica Morgan	12/2024	12/2028		

Regional Trans Committee for Council of Gov't	Appointed	Expires	Date to Appoint	Newly Appointed
Bob Yancy	1/2023	End of Term		

Sisters Cities (3-yr term)	Appointed	Expires	Date to Appoint	Newly Appointed
Dennis Maloney	1/2023	12/2025	12/11/2025	

Spring Creek Local Gov't (2-yr term)	Appointed	Expires	Date to Appoint	Newly Appointed
John Nichols	12/2024	12/2026		
Bob Yancy	12/2024	12/2026		
Mark Smith	12/2024	12/2026		
Citizen Appointments	ON	HOLD	PER COUNCIL	
Jason O. Cornelius (P&Z – Citizen)	Expired			
Jane Kee (Citizen)	Expired			

INTERNAL COMMITTEES

1-year terms (Most)

Architectural Advisory (2-yr term)	Appointed	Expires	Date to Appoint	Newly Appointed
John Nichols	12/2024	12/2026		
Melissa McIlhaney	12/2024	12/2026		
Scott Shafer	12/2024	12/2026		
Citizen Appointments				
Joe Fix (Citizen)	1/2024	12/2025	1/22/2026	
Samuel Lampe (Citizen)	1/2025	12/2026		

Audit Committee (2-yr term)	Appointed	Expires	Date to Appoint	Newly Appointed
John Nichols (Chair)	12/2024	12/2026		
Melissa McIlhaney (1-yr unexp. term)	12/2024	12/2025	12/11/2025	
Mark Smith	12/2024	12/2026		
Citizen Appointments				
Nicolo Logalbo (Citizen)	1/2024	12/2025	1/22/2026	
Michelle McMillin (Citizen)	1/2025	12/2026		

Budget and Finance Committee	Appointed	Expires	Date to Appoint	Newly Appointed
John Nichols	12/2024	12/2025	12/11/2025	
Bob Yancy	12/2024	12/2025	12/11/2025	
David White	12/2024	12/2025	12/11/2025	

CS History Sub-Committee	Appointed	Expires	Date to Appoint	Newly Appointed
William Wright	12/2024	12/2025		
(Will be sunseting)				

Compensation and Benefits	Appointed	Expires	Date to Appoint	Newly Appointed
John Nichols, Mayor	12/2024	12/2025	12/11/2025	
David White	12/2024	12/2025	12/11/2025	
Mark Smith	12/2024	12/2025	12/11/2025	

Economic Development Committee	Appointed	Expires	Date to Appoint	Newly Appointed
John Nichols, Chair	12/2024	12/2025	12/11/2025	
Bob Yancy	12/2024	12/2025	12/11/2025	
William Wright	12/2024	12/2025	12/11/2025	

Legislative Engagement Committee	Appointed	Expires	Date to Appoint	Newly Appointed
David White, Councilmember	2/2025	12/2025	12/11/2025	
William Wright, Councilmember	2/2025	12/2025	12/11/2025	
Melissa McIlhaney, Councilmember	2/2025	12/2025	12/11/2025	

Transportation and Mobility	Appointed	Expires	Date to Appoint	Newly Appointed
Scott Shafer (BPG Chair)	12/2024	12/2025	12/11/2025	
Mark Smith (Transportation Chair)	12/2024	12/2025	12/11/2025	
Melissa McIlhaney	12/2024	12/2025	12/11/2025	
(BPG Chair was designated to Shafer by Smith)				

December 11, 2025
Item No. 8.4.
Baseball Complex

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the Midtown area baseball complex project.

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

December 11, 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 December 12th thru January 8th:

December 12 - Christmas Classics at City Hall: A Christmas Story (1983)

December 13 - Salvation Army - Mayor Ring Off

December 13 - Howdy Holly-Days at Northgate

December 16 - Council Transportation Committee Meeting

December 20 - Holiday Artisan Market

December 20 - Christmas Classics at City Hall: Elf (2003)

December 22-26 - City Offices Closed - "Christmas Holidays"

January 1 - City Offices Closed - "New Year's Day"

January 5 - Historic Preservation Committee Meeting

January 6 - Zoning Board of Adjustments Meeting

January 7 - Legislative Affairs Committee Meeting

January 7 - Tourism Committee Meeting

January 8 - Rock Prairie Management District No. 2

January 8 - Business After Hours - Texas A&M Foundation

January 8 - City Council Meeting

Budget & Financial Summary: None.

Attachments:

None

December 11, 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, Impact Fee 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