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#

April 23, 2026	4:00 PM	City Hall Council Chambers

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

1. Call to Order.

2. Executive Session Agenda.

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

2.1. **Consultation with Attorney {Gov't Code Section 551.071};**
Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:
a. The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas.
b. Hopkins v. City of College Station, et al., Civil Action No. 4:25-CV-00473, in the U.S. District Court for the Southern District of Texas, Houston Division.

2.2. **Real Estate {Gov't Code Section 551.072}**;
Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:
a. Approximately 8 acres of land located at 1508 Harvey Road.
b. Approximately 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.
c. Property located within the Midtown Business Park.

2.3. **Personnel {Gov't Code Section 551.074};**
Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session

discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

a. Council Self Evaluation

2.4. **Competitive Matters {Gov't Code Section 551.086);**
Possible action. The City Council may deliberate, vote, or take final action on a competitive matter as that term is defined in Gov't Code Section 552.133 in closed session. The following is a general representation of the subject matter to be considered:

a. Power Supply

2.5. **Economic Incentive Negotiations {Gov't Code Section 551.087};**
Possible action. The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) maybe discussed:

a. Economic development agreement with Corinth Group, Inc.

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.

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

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

Speaker Protocol.

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

5. Presentation - Proclamations, Awards, and Recognitions.

5.1. Presentation proclaiming the month of April 2026 as "Fair Housing Month."
Sponsors: Tanya Smith
Attachments: 1. 26 Fair Housing Month

5.2. Presentation proclaiming the month of May 2026 as "National Bike Month."
Sponsors: Carl Ahrens
Attachments: 1. 26 National Bike Month Proclamation

5.3. Presentation proclaiming May 3–9, 2026 as "Drinking Water Week."
Sponsors: Jennifer Nations

Attachments: 1. 26 Drinking Water Week

5.4. Presentation proclaiming May 3-9, 2026 as "Visit College Station Travel and Tourism Week."
Sponsors: Jeremiah Cook
Attachments: 1. 26 Visit College Station Travel and Tourism Week

6. Hear Visitors.

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

7. Consent Agenda.

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

7.1. Presentation, discussion, and possible action of minutes for:
• April 9, 2026 Council Meeting
Sponsors: Tanya Smith
Attachments: 1. CCM040926 DRAFT Minutes

7.2. Presentation, discussion, and possible action on a janitorial services contract with AD Commercial Cleaning Services, LLC. for $422,341.90 for city facilities and the Northgate District.
Sponsors: Brett Cast
Attachments: 1. AD Commerical Svc. LLC Contract
2. Janitorial Services - 26-017 Bid Summary

7.3. Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with M27 Services LLC for the collection of recyclables from commercial businesses and multi-family locations.
Sponsors: Emily Fisher
Attachments: 1. M27 Franchise Agreement Ordinance

7.4. Presentation, discussion, and possible action granting the authority to apply for the Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grant.
Sponsors: Billy Couch
Attachments: 1. MVCPA Resolution

7.5. Presentation, discussion, and possible action on the City's Indefinite Delivery/Indefinite Quantity (IDIQ) list, where identified firms are pre-qualified to provide on-call, as needed, professional services. A category for Envelope Specialist Services is to be added to the list approved at the November 13, 2025 City Council meeting.
Sponsors: Brett Cast
Attachments: 1. Pre-Qualified List 2025 IDIQ Memo

7.6. Presentation, discussion, and possible action on a design contract with Mitchell and Morgan, LLP for Corporate Parkway for road and utility design, in the amount of $894,158.99 plus the City's contingency in the amount of $90,000 for a total appropriation of $984,158.99. 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. Corporate Pkwy Roadway and Utilities Design Proposal
2. Corporate Pkwy Project Location Map
3. Corporate Pkwy Design RFQ 26-024 Response List
4. Contract_26300507_VendorSigned

7.7. Presentation, discussion, and possible action on a Professional Services Contract with DCCM, LLC for the design of sidewalk and drainage improvements at the Holleman and Anderson intersection, not-to-exceed $149,681.

Sponsors: Emily Fisher

Attachments:
1. HSIP Holleman and Anderson Project Exhibit
2. HSIP Holleman and Anderson Design Contract_26300466--BW_VendorSigned

7.8. Presentation, discussion, and possible action on the award of an annual price agreement to Techline, Inc. (Techline) for Distribution Poles, not-to-exceed $2,637,750.

Sponsors: Glenn Gavit

Attachments:
1. 26-053 APA for Distribution Poles CC 04.23.26

7.9. Presentation, discussion, and possible action on awarding an annual price agreement to KBS Electrical Distribution, Inc. (KBS) for Distribution Conductor, not-to-exceed $2,008,250.

Sponsors: Glenn Gavit

Attachments:
1. 26-056 APA for Distribution Conductor CC 04.23.26

7.10. Presentation, discussion, and possible action on a resolution on an interlocal agreement with the City of Bryan and Brazos County for expenditures related to the FY 25 Justice Assistance Grant Program.

Sponsors: Billy Couch

Attachments:
1. 2025 JAG MOU

7.11. Presentation, discussion, and possible action on a contract award to USIC Locating Services, LLC for underground locating services for College Station Utilities (CSU), not-to-exceed $600,000.

Sponsors: Glenn Gavit

Attachments:
1. 26-052 RFP Tabulation
2. USIC 26300467--LKP_VendorSigned

7.12. Presentation, discussion, and possible action regarding a resolution supporting the inclusion of a proposed Future Interstate Highway Formula Program in the next Federal Surface Transportation Authorization Bill.

Sponsors: Jason Schubert

Attachments:
1. Resolution

7.13. Presentation, discussion, and possible action on a contract with Weisinger Incorporated to address operational issues at Water Well 6 through replacement of pumping equipment in the amount of $293,970 along with a contingency amount of $29,397 resulting in a total appropriation of $323,367. Approval of this item will authorize the City Manager to approve expenditures up to the contingency amount.

Sponsors: Gary Mechler, Stephen Maldonado

Attachments:
1. Contract #26300494

8. Workshop Agenda.

8.1. Presentation, discussion, and possible action regarding an update on the street maintenance program.

Sponsors: Emily Fisher

Attachments: None

8.2. Presentation, discussion, and possible action on a State of the City Event.

Sponsors: Bryan Woods

Attachments: None

9. Regular Agenda.

9.1. 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 R Rural to RS Restricted Suburban, for approximately 222 acres, generally located on Greens Prairie Road, east of the intersection of Greens Prairie Road and W.S. Phillips Parkway.

Sponsors: Robin Macias

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

9.2. Public Hearing, presentation, discussion, and possible action regarding an Ordinance amending Appendix A, Unified Development Ordinance, Article 11 "Definitions" Section 11.2 "Defined Terms" and Article 6 "Use Regulations" Section 6.3.C "Use Table" of the Code of Ordinances of the City of College Station, Texas, by amending certain sections related to shared housing.

Sponsors: Robin Macias

Attachments:
1. Shared Housing Ordinance
2. UDO Section 11.2 Defined Terms redlines
3. UDO Section 6.3 Types of Use redlines

10. Items of Community Interest and Council Calendar.

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

11. Council Reports on Committees, Boards, and Commissions.

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

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

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

13. Adjourn.

The City Council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion. Executive Session is closed to the public. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop or Regular or Special Agendas and return into Executive Session to seek legal advice from the City Attorney regarding any item on the Workshop, Consent or Regular or Special Agendas under Chapter 551, Texas Government Code

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 April 16, 2026 at 5:00 p.m.

Tanya Smith

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.

April 23, 2026
Item No. 5.1.
Fair Housing Month Proclamation

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming the month of April 2026 as "Fair Housing Month."

Relationship to Strategic Goals:

- Good Governance

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

1. 26 Fair Housing Month

Proclamation

WHEREAS, the Fair Housing Act, enacted on April 11, 1968, ensures equal housing opportunities for all citizens and prohibits discrimination in the housing market; and

WHEREAS, the Fair Housing Act prohibits discrimination based on race, color, religion, sex, familial status, national origin, and disability, ensuring that all residents have access to the housing of their choice; and

WHEREAS, the City of College Station is dedicated to upholding these federal standards and ensuring that housing opportunities remain open and accessible to every member of our community; and

WHEREAS, the availability of housing options for all supports a stable economy and contributes to the overall well-being and vitality of our neighborhoods; and

WHEREAS, ongoing education and professional collaboration among housing providers, lenders, and residents are essential to maintaining the principles of fairness and equity in our housing market; and

WHEREAS, adherence to fair housing practices is a cornerstone of a respectful and thriving community.

NOW, THEREFORE, I, John P. Nichols, Mayor of College Station, by virtue of the authority vested in me by the laws of College Station and Texas, do hereby proclaim April 2026 as

Fair Housing Month

And in College Station we celebrate our commitment to equal housing opportunity and encourage citizens and housing professionals to support the standards of fairness and accessibility for all current and future residents.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 23rd day of April 2026.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

April 23, 2026
Item No. 5.2.
Proclamation declaring May of 2026 as National Bike Month

Sponsor: Carl Ahrens, Staff Planner

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming the month of May 2026 as "National Bike Month."

Relationship to Strategic Goals:

Recommendation(s): Staff recommends approval of this proclamation.

Summary: The month of May is nationally recognized as National Bike Month, promoted by the League of American Bicyclists. National Bike Month was established in 1956, and is a chance to showcase the many benefits of bicycling and encourage more people to giving it a try.

Budget & Financial Summary:

Attachments:
1. 26 National Bike Month Proclamation

Proclamation

WHEREAS, throughout the month of May, College Station will celebrate the joy, wellbeing, and freedom that bicycling inspires with a Cycle with Council event on May 2nd, National Bike to Work Week May 11th-17th, National Bike to Work Day on May 15th, National Ride a Bike Day on May 3rd; and

WHEREAS, riding a bicycle is an environmentally sound form of transportation and an excellent form of recreation; and

WHEREAS, bicycle-friendliness contributes to the overall health, traffic safety, quality of life, economic vitality, community spirit, pollution and congestion reduction, and infrastructure longevity of our community; and

WHEREAS, the education of bicyclists and motorists as to the legal and safe operation of bicycles is important to ensure the safety and comfort of all road users; and

WHEREAS, College Station is nationally recognized as a Bronze Level Bicycle Friendly Community and City Hall is recognized as a Bicycle Friendly Business, as designated by the League of American Bicyclists, reflecting our commitment to a multimodal mobility system that serves all user types; and

WHEREAS, College Station will be the finish line for the thousands of cyclists participating in the 2025 Texas MS 150 bike ride from Houston and Austin on April 26th and 27th, the largest fundraising cycling series in the world and largest multiple sclerosis fundraising event in the country.

NOW, THEREFORE, I, John Nichols, by virtue of the authority vested in me as Mayor of the City of College Station, Texas, do hereby proclaim May 2026 as

National Bike Month

And encourage all citizens to try bicycling as a sensible mode of transportation and recreation and urge all road users to share the road safely with bicyclists.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 23rd Day of April 2026.

John P. Nichols
Mayor

Attest:
Tanya Smith
City Secretary

April 23, 2026
Item No. 5.3.
Drinking Water Week Proclamation

Sponsor: Jennifer Nations

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming May 3–9, 2026 as "Drinking Water Week."

Relationship to Strategic Goals:

- Good Governance

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

1. 26 Drinking Water Week

Proclamation

WHEREAS, the City Council of the City of College Station, Texas, recognizes that water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it.

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me, John P. Nichols, Mayor of College Station, do hereby proclaim May 3-9, 2026 as

Drinking Water Week

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of College Station to be affixed this April 23, 2026.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

April 23, 2026
Item No. 5.4.
Visit College Station Travel and Tourism Week

Sponsor: Jeremiah Cook, Assistant Director - Tourism

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming May 3-9, 2026 as "Visit College Station Travel and Tourism Week."

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Diverse Growing Economy

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:
1. 26 Visit College Station Travel and Tourism Week

Proclamation

WHEREAS, College Station welcomes visitors from across Texas and beyond, offering a diverse array of attractions, world-class sporting events, rich history and culture, vibrant shopping and dining and premier accommodations; and

WHEREAS, tourism is one of Texas' largest industries and more than 5,800 College Station citizens are employed by the tourism industry and tourism-related money in excess of $483 million is contributed to the local economy; and

WHEREAS, College Station is a premier destination for meetings, conventions and large sporting events, providing state-of-the-art venues, top-tier hospitality and exceptional service to event organizers and attendees; and

WHEREAS, the city is home to Texas A&M University, a cornerstone of tradition and innovation that attracts students, families and former students further strengthening College Station's appeal as a destination for education, leisure and business; and

WHEREAS, May 3-9, 2026, is designated as National Travel and Tourism Week to recognize travel and tourism's tremendous social, economic and cultural impact on our nation, state, region and local community; and

WHEREAS, by embracing tourism, College Station enhances its reputation as a fun, dynamic and inviting city, ensuring continued economic growth and community pride.

NOW, THEREFORE, I, John P. Nichols, as Mayor of the City of College Station do hereby proclaim College Station as a:

Visit College Station Travel and Tourism Week

recognizing the importance of tourism in shaping the future of our community and encouraging residents and businesses to continue fostering a warm and inviting environment for all who visit.

IN TESTIMONY THEREOF, I have hereunto set my hand and caused to be affixed of SEAL of the City of College Station, Texas this 23rd day of April 2026.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

April 23, 2026
Item No. 7.1.
April 9th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• April 9, 2026 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. CCM040926 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
APRIL 9, 2026

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Presiding:
John Nichols, Mayor

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

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

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on April 9, 2026, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.087-Economic Development, and the College Station City Council convened into Executive Session at 4:00 p.m. on April 9, 2026, 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.
- Legal advice related to the City's water rights and water service area.

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

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

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

- Internal Auditor
- City Attorney
- Council Self-Evaluation

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

- Economic development agreement with Corinth Group, Inc.
- Economic development agreement for a development within the Midtown Business Park relating to baseball fields.
- A development agreement regarding land generally located between Pebble Creek and Southern Pointe subdivisions.

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 6:02 p.m.

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

Invocation given by Councilmember David White.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming April 7-13, 2026, as "National Library Week."

Mayor Nichols presented a proclamation to Bea Saba, Director of the Library System, and the Friends of the Library, proclaiming April 7-13, 2026, as "National Library Week."

5.2. Presentation recognizing the outgoing representatives of the Texas A&M Student Government Association.

Mayor Nichols presented a certificate of recognition to Ainsleigh Broadwell, Clayton Williams (absent), and Lauren Clark, the outgoing representatives of the Texas A&M Student Government Association.

6. Hear Visitors Comments.

John Hamilton of College Station questioned the city's decision to install Flock AI surveillance cameras. The system stores license plate data on private servers accessible nationwide, raising privacy issues. He pointed out nationwide security flaws including remote access risks, stolen passwords, unprotected camera feeds and reports that Flock employees may have accessed cameras unnecessarily at sensitive locations. Hamilton urges the Council to address these concerns, set privacy safeguards, and let residents vote on license plate reader use.

Charles Elliott of College Station urged the City Council to promote higher student density in Middle Housing (MH) over Garden Style (GS) housing while acknowledging that impervious cover will lead to drainage concerns. He suggested broadening the Bee Creek Basin Study for future detention needs and recommended a comprehensive engineering plan to avoid costly incremental fixes over time. For

Emerald Forest residents, he proposed permitting impervious coverage exceptions only in MH, with GS exceptions requiring Zoning Board of Adjustment (ZBA) approval.

7. CONSENT ITEMS

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

Item *(7.3)* was pulled for clarification and Item *(7.9)* pulled for separate vote.

(7.3) Sam Rivera, Information Technology Director, clarified that this software is for planning and development, not the SeeClickFix mobile app. The software allows online management and permitting within Tyler, a vendor who also provides the city with financial and court enterprise software. He clarified that all software contracts require vendors to promptly report cybersecurity breaches.

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

- **March 26, 2026 Council Meeting**

7.2. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with M27 Services LLC for the collection of recyclables from commercial businesses and multi-family locations.

7.3. Presentation, discussion, and possible action on a contract with Tyler Technologies, Inc. for Enterprise Planning and Development software in the amount of $1,316,456.

7.4. Presentation, discussion, and possible action on a $672,793 change order with Norman Construction Services, LLC for the State Highway 6 Utility Relocation Bid Package 1, with $372,793 being covered by the current project contingency, and $300,000 coming from a new authorization of funds upon approval of this item.

7.5. Presentation, discussion, and possible action on a construction contract with GridTech, LLC for the construction of the Post Oak Electric Substation Yard Expansion project, not to exceed $2,427,299.24.

7.6. Presentation, discussion, and possible action regarding a contract with The Personal Computer Store, Inc. dba Avinext to upgrade and reconfigure the broadcast production room and associated equipment in the Council Chamber for $120,737.82.

7.7. Presentation, discussion, and possible action regarding approval of a change order with UBEO, LLC for an additional plotter increasing the lease agreement amount by $15,900 for a total lease agreement amount of $102,270.

7.8. Presentation, discussion, and possible action on the subdivision participation and release form for the Six Remnant Defendants settlement regarding opioids.

7.9. Presentation, discussion, and possible action on a five-year employment contract with Adam Falco for the appointed position of City Attorney.

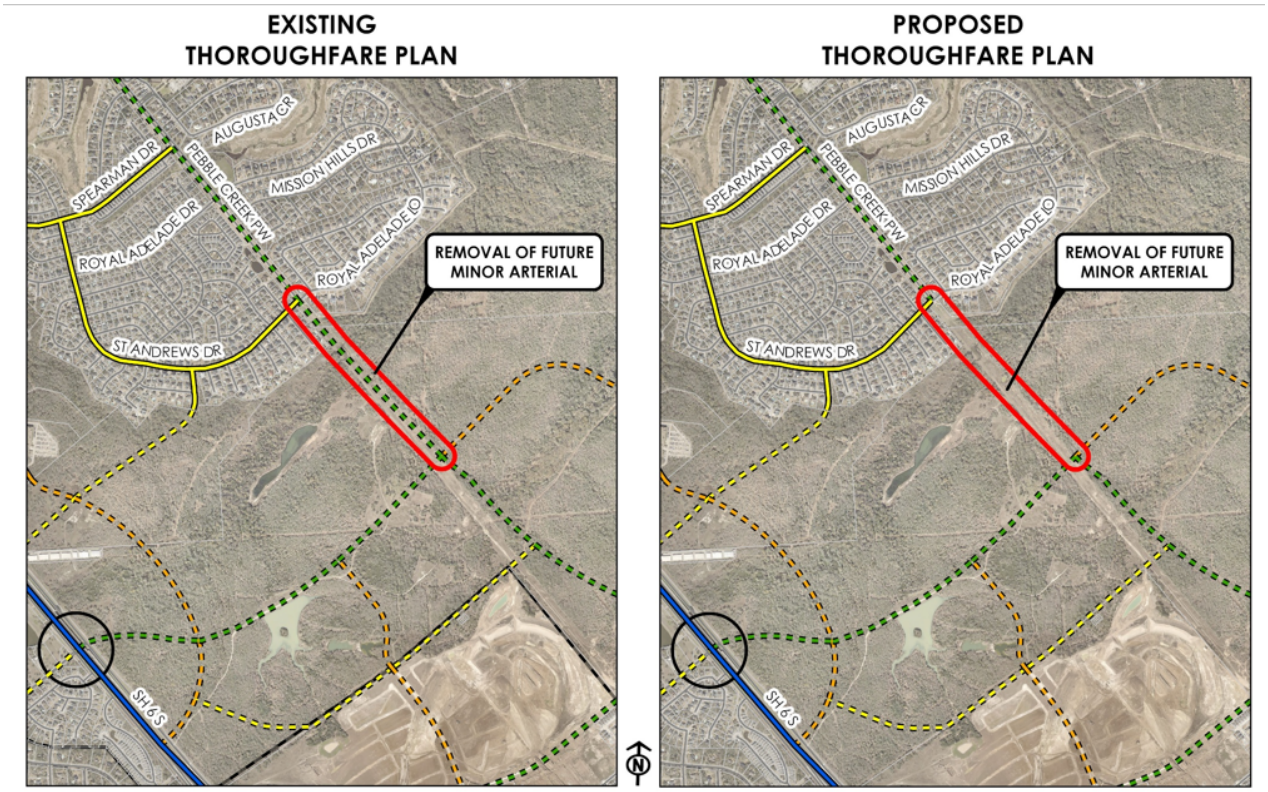
MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to approve the Consent agenda, except for Item 7.9. The motion carried unanimously.

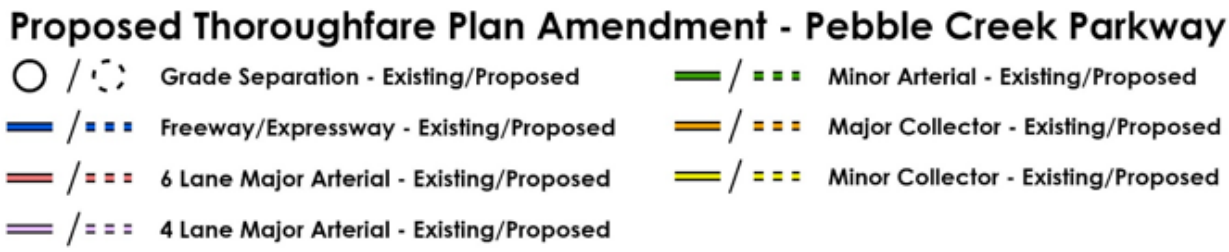
(7.9) MOTION: Upon a motion made by Mayor Nichols and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, with Councilmember Yancy abstaining, to approve the Consent Item 7.9, to approve a five-year employment contract with Adam Falco for the appointed position of City Attorney. The motion carried unanimously.

8. REGULAR ITEMS

8.1. Public Hearing, presentation, discussion, and possible action regarding an Ordinance amending the Comprehensive Plan by amending the Thoroughfare Plan and Bicycle, Pedestrian, and Greenways Master Plan to remove the future extension of Pebble Creek Parkway, a Minor Arterial, between St. Andrews Drive and the future Minor Arterial to the south including associated future bike lanes and sidewalks.

Anthony Armstrong, Planning and Development Director, reported that City Council requested a discussion of the Pebble Creek Parkway (PCP) extension for the September 25, 2025, meeting. He shared background information from the Thoroughfare Plan and provided an overview of public meetings conducted including the April 2nd Planning and Zoning Commission meeting where forty speakers opposed the potential extension and widening. Council previously requested staff to present alternatives, specifying that PCP should not extend south except for emergency vehicles, and that plans for a future four-lane road be halted. Taking this into account, staff analyzed impacts on the thoroughfare network and emergency access, sharing findings at a March 24, 2026, public meeting where most of the 23 attendees opposed southern expansion. Approval of this item would remove the future extension, bike lanes, and sidewalks from the thoroughfare plan, although a shared use path along the Gulf States corridor remains. The classification of PCP would change from Minor Arterial to Major Collector, and maps showing future lanes will be removed in the upcoming Comprehensive Plan update to be considered in May.





Comprehensive Plan Amendments

- "The Comprehensive Plan…shall be amended only based upon changed or changing conditions in a particular area or in the city." – UDO section 3.3
- Review Criteria:
  1) Changed or changing conditions in the subject area of the city; and
  2) Compatibility with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the city as a whole; and
  3) Impact on environmentally sensitive and natural areas; and
  4) Impacts on infrastructure, including water, wastewater, drainage, and the transportation network; and
  5) Consistency with the goals and strategies set forth in the Comprehensive Plan.

If removed, what could be needed:

- Emergency vehicle access only (Development Agreement or City Built ~2,100 ft)
- Fire Station 8
- City purchase/eminent domain/DA and construction of ~1,500ft of Lakeway
- If connection is needed, now City's responsibility
- Monitor for future improvements along existing Lakeway

At their March 30, 2026, meeting, the Bicycle, Pedestrian, and Greenways Advisory Board reviewed this request, considering its effects on biking, walking, and greenways. They voted 6-1 to keep the future thoroughfare extension, which includes bike lanes and sidewalks. The Planning and Zoning Commission discussed the request at their April 2, 2026 meeting, which resulted in a tie vote of 3 for and 3 against, as such the removal was not recommended. After review, staff suggests denying the amendment because removing the future extension would negatively affect transportation, connectivity, and emergency response in that part of the city over the long term.

Mayor Nichols recessed the meeting at 7:51 p.m.

The meeting resumed at 7:58 p.m.

At approximately 8:00 p.m., Mayor Nichols opened the Public Hearing.

Kerry Roper, College Station, shared his opinion that the Pebble Creek extension does not improve traffic for south College Station, is unnecessary for long-term emergency response, and introduces issues such as safety, lifestyle, noise, property value, traffic, recreation, and community concerns for Pebble Creek.

Peter Bastian, College Station, spoke on the removal of the Pebble Creek Parkway extension and alternatives to building roads for cars. He believes the city should prioritize the South College Station Regional Trail System, Lakeway extension, and a future Fire Station for the area.

Bradley Trochta, College Station, came before the Council to oppose extending Pebble Creek Parkway, citing traffic models showing new neighborhoods can handle traffic without increasing flow to Highway

6. He raised concerns about congestion, pedestrian safety, and long-term infrastructure costs in a floodplain, and effects on the golf course.

Ken Grace, College Station, stated that the Pebble Creek Parkway extension may not be necessary. He requested consideration for its removal, citing concerns that the extension would offer limited benefits to residents outside Pebble Creek while potentially causing lasting harm to a well-established neighborhood.

Lorraine Eden Hermann, College Station, stated that if Pebble Creek Parkway is extended south of St. Andrews Drive, nearby home values will drop, with greater losses if the road is widened to four lanes.

Fred Brown, Brazos County Commissioner Precinct 3, reported that many residents questioned why the City Council seems to defer to staff when making decisions affecting Pebble Creek, a major voting area. He encouraged the Council to act in the best interest of area residents and asked the audience to respect Council members for their service.

Courtney Cannon, College Station, urged the Council to reject the Pebble Creek Parkway extension, stating it would turn a safe neighborhood road into a high-traffic bypass for 5,000 new homes. She noted that projected traffic far exceeds residential street capacity, creating potential safety hazards for children and families. Cannon asked the Council to update plans and prioritize resident safety by removing the extension.

Carolyn Hopgood, College Station, opposed the proposed Pebble Creek Parkway extension, citing concerns over increased traffic, congestion, noise, crime, and safety risks for pedestrians and residents. She argued that Lakeway Drive is a better connector to southern neighborhoods and urged the Council to remove the extension from the Comprehensive Plan.

Elaine Meadows, College Station, reported that, according to her research, in 2025 golfers played 34,000 rounds and crossed Pebble Creek Parkway about 68,000 times. She cited a study that estimated the daily traffic from the proposed connection could be as high as 9,500 vehicles daily—one every five seconds—and believes this is incompatible with maintenance crews and private golf carts that currently cross the roadway.

Brian Worth, College Station, asked the Council to eliminate the Pebble Creek Parkway extension from city plans, noting that studies predict future congestion even with the project. He questioned the decision to create traffic and safety concerns for current residents while approving dense developments likely to worsen congestion and urged city planners to tackle foreseeable issues now, stating it is the responsible choice to protect Pebble Creek.

Johanna Mullen, College Station, raised concerns that extending Pebble Creek Parkway may lead to more crime in the area. She cited her past experiences in San Antonio where increased traffic brought theft, package tampering, and drug shipments into her neighborhood.

Thomas Jackson, College Station, raised concerns about preserving neighborhood integrity, quality of life, property values, and quiet enjoyment. He opposed the extension based on research that shows traffic noise lowers housing values, increases congestion, and poses a safety hazard to the community. He proposes using alternative routes like Lakeway which runs through commercial areas.

Larkin O'Hern, College Station, requested that the Council remove the Pebble Creek Parkway extension from the master plan, citing increased traffic, reduced neighborhood integrity, and minimal benefits. He urged the Council to prioritize safety, finances, and residents' quality of life by rejecting the extension.

Lisa Burton, College Station, stated that Pebble Creek Parkway is a key community space for families, walkers, cyclists, and golfers, making it a major reason people move there. She warned that extending Lakeway would increase traffic, crime, and speed, putting residents at risk and lowering property values,

with one-third of Stonebriar homes affected. Mrs. Burton asked the Council to drop the extension from the Comprehensive Plan to protect neighborhood integrity and trusts City staff will find safer options.

Kathy Johnson, College Station, stated she believed the Pebble Creek Parkway extension would harm and devalue the Pebble Creek community, dividing a successful neighborhood to benefit areas outside College Station. Mrs. Johnson asked the Council to remove the extension from the master plan.

Nikki McDonald, College Station, expressed her concerns that extending Pebble Creek Parkway would increase traffic, noise, and risks for children and pedestrians, citing research linking such roads to pedestrian fatalities. She urged the Council to remove the extension, saying high-speed traffic does not belong in residential areas.

Maegan Jackson, President of the Pebble Creek Homeowners Association, spoke as a representative of over 1,500 households voicing concerns over the proposed Pebble Creek Parkway extension. She highlighted safety risks, increased noise, congestion, and potential drops in property value, noting the area is used daily by walkers, cyclists, children, and golfers. Mrs. Jackson emphasized it's not opposition to growth, but a call for planning that protects established neighborhoods. She urged the Council to consider the long-term effects on families, businesses, schools, and the community before deciding.

Jeannine B. Smith, College Station, presented information about upcoming phases of Savannah Oaks and shared important facts. These included concerns from residents who oppose the extension, highlighting issues like increased traffic and significant risks to the community. She suggested that Lakeway represents a better alternative.

Noel Bradford, College Station, claimed that the Parkway extension could harm Pebble Creek's community, damage the golf course, and lower home values by up to $170 million. He said some buyers are choosing other areas and warned the project would undermine trust in local government and negatively affect residents. Bradford asked the Council to remove the extension from the Comprehensive Plan.

John Thaden, Ph.D., College Station, questioned the process after the Council's September 25 directive to consider thoroughfare options that would limit Pebble Creek Parkway extension to emergency-vehicle access only. He noted that although staff initially reflected on this directive, they later said it was not feasible due to existing street classifications. Mr. Thaden felt these restricted creative solutions and urged the Council to either have staff revisit the study or approve an emergency-access-only road with gates and trail connections.

Nina Montelongo, College Station, argued against extending Pebble Creek Parkway, stating that such expansion would disrupt its design as an enclave. She cited research indicating grid networks increase vehicle miles travel, crime, and traffic conflicts, while enclave-style neighborhoods are safer. Mrs. Montelongo stressed residents value their neighborhood's walkability and safety, do not want experimental connectivity, and support growth that does not require this extension.

Tripp Stogner, a Pebble Creek Elementary student, urged the Council not to extend the roadway through his neighborhood, citing safety concerns. He described Pebble Creek as a peaceful community where families and children enjoy outdoor activities and argued that increased traffic would threaten their way of life. He asked the Council to prioritize the safety and quality of life for residents by opposing the extension.

Annabelle Bradshaw-Rains, College Station, raised concerns about traffic from southern developments and estimated that 2,500 homes could generate up to 25,000 daily vehicle trips, excluding additional apartment and senior housing traffic. She believes that even with commercial activity focused on Lakeway, residential growth would heavily impact Pebble Creek Parkway and urged the Council remove the extension.

Steve Turley, College Station, argued that extending Pebble Creek Parkway would still allow cut-through traffic past the elementary school, weakening arguments against using Lakeway. Mr. Turley also noted projections showing longer emergency response times for parts of Savannah Oaks if the extension occurs and urged the Council to vote against the extension.

Mark Spadaro, College Station, said speeding and cut-through traffic already make his home unsafe, and the removal of a nearby bus stop was for safety. He believes extending Pebble Creek Parkway will increase traffic and crime and urged Council to reject the project for the safety of locals.

Jerry Nickerson, College Station, stated that the real issue is not neighborhood connectivity but citywide connectivity, since most trips are to services elsewhere. He believes this extension would undermine neighborhood integrity, pointed out alternative routes such as Lakeway, and cited his calculations on fire station needs and roadway costs, urging the Council to prioritize Pebble Creek residents in its decision.

Anna Lou Busboom, College Station, stressed the parkway is vital to residents and argued Pebble Creek's amenities make it especially sensitive to increased traffic. She expressed concern about longtime residents being ignored in favor of new development and urged the Council to reconsider the neighborhood's changes over the past 34 years, remove the extension from the plan, and work with residents for a better solution.

Padon Holt, College Station, stated that the Pebble Creek Parkway extension would decrease his net worth by $100,000 and accused City staff of bias and inconsistency. He pointed to conflicting expert opinions, noted exceptions made in past Comprehensive Plan amendments, and criticized the lack of discussion on impact fees. Mr. Holt also questioned the validity of emergency-response analysis, citing insufficient data and confirmation bias. He urged the Council to reject the extension.

Charles F. Hermann, College Station, stated that an eastward curve would improve emergency access, encourage commercial growth, and offer direct links to hospitals, retail areas, and the planned baseball park. Hermann urged the Council to weigh these benefits and vote to remove the Pebble Creek Parkway extension.

Neo Jang, College Station, stated that the Council should consider an "emergency-access greenway" rather than choosing between heavy traffic through a neighborhood or limiting emergency access to Savannah Oaks. He suggested a 14-foot-wide reinforced path for daily pedestrian use, adaptable for emergency vehicles. Mr. Jang emphasized that this alternative would protect the neighborhood, meet fire-code standards, and reduce taxpayer costs compared to building a full road. He thanked City staff and encouraged them to explore this option.

Mike Green, College Station, spoke for himself and four other Pebble Creek families saying they chose Pebble Creek for its unique design, home variety, community feel, and golf-course location. Mr. Green warned that extending Pebble Creek Parkway threatens residents' lifestyle, safety, and property values, stating the extension already impacts buyer decisions. He urged the Council to remove the extension and prioritize what benefits the community.

Debbie Roper, College Station, voiced concerns that extending Pebble Creek Parkway could threaten the safety and cohesion of her neighborhood, based on her prior experience in a similar dead-end area. She cited low crime rates attributed to limited access and minimal through traffic, urging the Council to prioritize community character and safety over convenience. Mrs. Roper warned that the extension would disrupt the neighborhood's integrity and suggested Savannah Oaks may also oppose the connection, asking the Council to preserve Pebble Creek for future generations.

John Magruder, College Station, observed that the City has established policies to safeguard residents, such as impact fees and tenant limits. He argued Pebble Creek merits similar protection, noting his support

for growth but advocating for sensible traffic solutions that do not harm neighborhoods and urged the Council to remove the extension from the plan in keeping with past community protection efforts.

Adam McDonald, College Station, stated his concern that extending Pebble Creek Parkway will increase traffic and risk children's safety. He stressed the need to preserve the neighborhood's character and urged the Council to drop the vehicle extension plan, prioritizing local residents' concerns.

Nathan Bruner, College Station, asked the Council to use "common sense" regarding the Pebble Creek Parkway extension. He pointed out that the Fire Chief confirmed response standards would still not be met with the extension, suggesting a new fire station as the only real solution, and questioned the value of proceeding with the extension.

Richard Dusold, College Station, stated that Pebble Creek Parkway is built and functions as a "Major Collector" with an 80-foot right-of-way, not as a "Minor Arterial" as described. He noted that the parkway was platted in 1991 at 80 feet and the neighborhood's current character depends on it remaining a collector road.

G. Dale Ison, College Station, expressed appreciation for the Council's service and reminded members that the speakers are neighbors and friends who place their confidence in the Council to do what is best for them. He asked the Council to exercise that judgment again in the decision at hand.

There being no further comments, the Public Hearing was closed at 10:12 p.m.

Mayor Nichols recessed the meeting at 10:12 p.m.

The meeting resumed at 10:19 p.m.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Yancy, the City Council voted four (4) for and three (3) opposed, with Mayor Nichols, Councilmembers Wright and McIlhaney voting against, to adopt Ordinance No. 2026-4672, to amend the Comprehensive Plan by amending the Thoroughfare Plan and the Bicycle Pedestrian and Greenway Master plan to remove the future extension of Pebble Creek Parkway between St. Andrews Drive and the future minor arterial to the South and associated future bike lanes and sidewalks. The motion carried.

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.

Mayor Nichols gave an update on former Mayor Andrew Nelson and asked for prayers for him and his family.

City Manager Bryan Woods reported on press conference with the Mayor about an exciting new partnership with Texas A&M ahead of the World Cup match between Argentina and Honduras. The collaboration is expected to boost tourism and economic development, highlighting College Station

as a top destination and noting that few cities of 130,000 can host events with the attendance topping approximately 100,000 people for a soccer match.

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 smith reported that BVSWMA was cancelled.

Mayor Nichols reported on BVCOG.

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 our 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 Shafer requested an item to discuss impervious cover standards as it relates to development, drainage and detention standards, and areas of the city which may face challenges in these areas.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 11:09 p.m. on Thursday, April 9, 2026.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

April 23, 2026
Item No. 7.2.
Janitorial Services Contract for City Facilities and Northgate

Sponsor: Brett Cast , Assistant Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a janitorial services contract with AD Commercial Cleaning Services, LLC. for $422,341.90 for city facilities and the Northgate District.

Relationship to Strategic Goals:

Recommendation(s): Staff recommends approval of the contract.

Summary: The City of College Station solicited a Request for Proposal (RFP) #26-012 for Annual Janitorial Services for City Facilities and the Northgate District. Twelve companies responded to this RFP. Three of the responding firms were interviewed and AD Commercial Cleaning Services, LLC was determined as the most qualified respondent. This contract provides for daily cleaning tasks for general building and office cleaning; restroom, locker room and shower areas; and break rooms, eating areas and lounges. Weekly, monthly, quarterly and semi-annual cleaning tasks are also included. The original contract may be renewed for up to two years with three additional one-year terms [five (5) years total].

Budget & Financial Summary: Funds are available in the Facility Maintenance operating budget.

Attachments:
1. AD Commerical Svc. LLC Contract
2. Janitorial Services - 26-017 Bid Summary

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300492 PROJECT #: N/A BID/RFP/RFQ#: 26-017

Project Name / Contract Description: Janitorial Services Contract for City Facilities and Northgate

Name of Contractor: AD Commercial Cleaning Services, LLC

CONTRACT TOTAL VALUE: $ 422,341.90 **Grant Funded** Yes ☐ No ■

If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ■ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ■ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ■ N/A
Buy America Required ☐ Yes ☐ No ■ N/A
Transparency Report ☐ Yes ☐ No ■ N/A

■ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

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

10010180-5309 - $422,341.90

*(If required)**

CRC Approval Date*: 1/29/26 **Council Approval Date*:** 4/23/26 **Agenda Item No*:** _____

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

Insurance Certificates: _____ **Performance Bond:** Janitorial Services Bond JU **Payment Bond:** N/A **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
ASST CITY MGR – CFO DATE

_____ _____
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

_____ _____
CITY MANAGER DATE

N/A
_____ _____
MAYOR (if applicable) DATE

N/A
_____ _____
CITY SECRETARY (if applicable) DATE

9.12.23 UPDATED

CITY OF COLLEGE STATION
JANITORIAL SERVICE CONTRACT

This Janitorial Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the "City") and AD Commercial Cleaning Services, LLC_ (the "Contractor"), for the following services: **Annual Janitorial Services for City Facilities and Northgate District** as described in the Scope of Services attached as **Exhibit "A".**

ARTICLE I
PAYMENT AND TERM

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor's Completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed: **_Four Hundred Twenty-Two Thousand Three Hundred Forty-One and 90/100 Dollars ($422,341.90).**

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

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

1.04 Term. The initial term of the Contract is for two (2) year with the option to renew for four (3) additional one (1) year terms, for a total of five (5) years. Any renewal must be in writing and executed by the parties.

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

1.06 Payment of Employees, Subcontractors & Suppliers. Contractor and all subcontractors shall pay all of their employees, subcontractors, materialmen and suppliers engaged in work in full, less any mandatory legal deductions, in cash or by check readily cashable, without discount.

a. Payroll Affidavit. No later than the seventh (7th) day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of the payroll. The payroll 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.

ARTICLE II
CHANGE ORDERS

2.01 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

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

(b) **City Council Approval.** When the original contract amount plus all change orders is greater than $100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed $50,000. For such contracts, when a change order exceeds $50,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount.

(c) **Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article I of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

(d) **Dispute.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III
INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.01 **Independent Contractor.** It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The Contractor shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the work or services. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work or services. In addition, at the appropriate times, the

Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the work or services required by the Contract or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

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

ARTICLE IV
INSURANCE AND BOND

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

4.02 Contractor must obtain a Janitorial Services Bond before the term of this Contract begins in the amount of $100,000.00 to secure the cost of any repairs, damages, destruction, loss or theft of the City's property. The City must be the named beneficiary of the bond.

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

(b) Contractor shall provide original, sealed, and complete counterparts of the executed bond with valid original powers of attorney. A copy of the executed bond shall be attached hereto as **Exhibit "D"**.

(c) The bond shall be renewed each year of this Contract and remain in effect for a period of one (1) year after termination or expiration of the Contract.

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

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

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

(a) Commercial General Liability;

(b) Business Automobile Liability; and

(c) Workers' Compensation/Employer's Liability.

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

(a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

(b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.

(c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.

(d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.

(e) The City will not accept "claims made" policies.

(f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

(a) General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.

(b) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.

(c) Limits of liability must be equal to or greater than $1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of $2,000,000.00. Limits shall be endorsed to be per project.

(d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance.

(e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

(a) Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.

(b) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.

(c) Combined Single Limit of Liability not less than $1,000,000 per occurrence for bodily injury and property damage.

(d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.

(e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

4.08 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 V
INDEMNIFICATION AND RELEASE

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

5.02 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused

by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VI
GENERAL TERMS

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

6.02 Suspension of Services. The City may temporarily suspend services under this Contract at any time, wholly or in part, for such period as necessary, for any reason, as solely determined by the City. In the event of such suspension, the City will notify the Contractor in writing and the Contractor shall cease applicable work immediately. The City shall pay the Contractor for services performed and expenses incurred before the date of suspension. The City will not pay for suspended Contract activities, Contractor's lost profits, or any additional compensation during the suspension period.

6.03 Termination. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the work or services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work or services performed and expenses incurred before the date of termination.

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

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

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

6.07 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the

Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

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

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

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

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

6.11 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

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

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

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

CITY OF COLLEGE STATION	AD COMMERICAL CLEANING SERVICES, LLC
Attn: Craig Dohnalik	Attn: Daniel Armas
PO BOX 9960	PO BOX 11891
1101 Texas Ave	1800 Holleman Dr. #813
College Station, TX 77842	College Station, TX 77842
cdohnalik@cstx.gov	adcommercialservice@gmail.com

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

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

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

6.18 Verification No Boycott Israel. To the extent this Contract is considered a contract for goods or 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.

[Signature page to follow]

List of Exhibits

- **A.** Scope of Services
- **B.** Payment Schedule
- **C.** Certificates of Insurance
- **D.** Bond
- **E.** RFP and Contractor's Response

AD Commercial Cleaning Services, LLC.

By:_____

Printed Name: Daniel Armas

Title: Owner.

Date: 4-13-2026

CITY OF COLLEGE STATION

By:_____
City Manager
Date:_____

APPROVED:

_____
City Attorney
Date:_____

_____
Assistant City Manager/CFO
Date:_____

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract. The complete Scope of Services is included in the RFP and Contractor's Response attached as **Exhibit E** and is incorporated fully by reference.

EXHIBIT B
PAYMENT SCHEDULE

On or before the seventh (7^{th}) day of each month, the Contractor shall submit to City's Representative, for approval or modification, a statement showing as completely as practicable the total value of the actual services performed by the Contractor and accepted by the City up to and including the last day of the ***preceding*** month.

Monthly invoice amounts will be determined for each facility using the total of the annual costs for daily, weekly and monthly services and dividing by twelve (12). Quarterly and semi-annual tasks will be charged as they are performed. The Northgate District will have a monthly invoice amount of the annual grand total divided by twelve (12). Special event cleanings will be charged as they are performed.

EXHIBIT C
CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2026

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

Michelle Long(196037N)
11111 Richmond Ave Ste 108
Houston TX 77082-6710

CONTACT
NAME: Michelle Long
PHONE (A/C, NO, EXT): 281-832-8382
FAX (A/C, NO): 800-475-0683
E-MAIL ADDRESS: mlong@farmersagent.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Truck Insurance Exchange	21709
INSURER B:	Farmers Insurance Exchange	21652
INSURER C:	Mid Century Insurance Company	21687
INSURER D:	Fire Insurance Exchange	21660
INSURER E:		
INSURER F:		

INSURED

AD COMMERCIAL CLEANING SERVICES LLC
1800 HOLLEMAN DR
813
COLLEGE STATION TX 77840

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PROJECT [ ] LOC [ ] OTHER:	Y	Y	607231932	04/23/2026	04/23/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	607231966	04/23/2026	04/23/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	N	N	607232120	04/23/2026	04/23/2027	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	A07526536	04/23/2026	04/23/2027	[X] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 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 officers, agents, volunteers, and employees are named as an additional insured.

CERTIFICATE HOLDER

City of College Station
Purchase Division
PO BOX 9960
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

ACORD 25 (2016/03)
31-1769 11-15
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EXHIBIT D
BOND

JANITORIAL SERVICES BOND

Bond No. B1S0097090

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, AD COMMERCIAL CLEANING SERVICES, LLC., as Principal, hereinafter called "Contractor" and the other subscriber hereto Old Republic Surety Company., as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of **ONE HUNDRED THOUSAND AND 00/100 DOLLARS ($100,000)** 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 **Janitorial Services (Contract No 26300492),** securing the cost of any repairs, damages, destruction, loss or theft of the City's property, and 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. B1500970 90

FOR THE CONTRACTOR:

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

_AD COMMERCIAL CLEANING SERVICES, LLC.

By: Agustin Alaniz

Name: Agustin Alaniz

Title: Witness

Date: April 23, 2026

By:

Name: Daniel Armas.

Title: Owner.

Date: April 23, 2026

FOR THE SURETY:
ATTEST/WITNESS

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

By: Claudia l Alaniz

Name: Claudia l. Alaniz

Title: Agent

Date: April 23, 2026

(Full Name of Surety)

Old Republic Surety Company.

Po box 1635, Milwaukee, WI 53201
(Address of Surety for Notice)

By: Claudia l Alaniz

Name: Claudia l. Alaniz

Title: Agent.

Date: April 23, 2026

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.

OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

CLAUDIA ALANIZ, OF LAREDO, TX

its true and lawful Attorney(s)-in-Fact, with unlimited power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds) , as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratifiedand confirmed. This appointment is made under and by authority of the board of directors at a meeting on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26TH day of SEPTEMBER, 2022.

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26TH day of SEPTEMBER, 2022, personally came before me, ALAN PAVLIC and KAREN J. HAFFNER to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/26

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5743

Signed and sealed at the City of Brookfield, WI this _____ day of _____, _____.

Karen J. Haffner
Assistant Secretary

EXPRESS INSURANCE

OLD REPUBLIC SURETY COMPANY

(800) 217-1792

BUSINESS SERVICES BOND

Bond Number: B150097090

AGREEMENT

In consideration of an agreed premium, the Company indicated above (hereinafter called "Surety") hereby agrees to indemnify AD COMMERCIAL CLEANING SERVICES LLC

of 1800 Holleman Dr Apt 813, College Station, TX 77840-7211,

(hereinafter called "Obligee"), against direct loss of money or other property, from the premises of any and all subscribers (hereinafter called "Subscribers") to its services and belonging to the Subscriber, or in which the Subscriber has a pecuniary interest or for which the Subscriber is legally liable, which the Subscriber shall sustain as a result of any employee dishonesty, as hereinafter defined, of an Employee or Employees of the Obligee and for which the Obligee is liable, to an amount not exceeding One Hundred Thousand Dollars and Zero Cents ($ 100,000.00), the limit of the bond.

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

Texas Cancellation and Nonrenewal Endorsement ORSC 41044 Texas Loss-Notice-Proof-Legal Proceedings Endorsement ORSC 41043

Texas Definition of Employee Dishonesty Endorsement ORSC 41026

Sole Proprietorship or Partnership Endorsement ORSC 41001, if applicable

TERM OF BOND:

SECTION 1. The term of this bond begins at 12:01 A.M. standard time on 04/09/2026 at the address of the Obligee given above and ends at 12:01 A.M. standard time on the effective date of the cancellation of this bond in its entirety.

DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by an Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 14, or from its cancellation or termination in its entirety in any other manner, whichever shall happen first.

LIMITS OF BOND:

SECTION 3. The most the Surety will pay for loss for any one occurrence is the applicable limit of bond shown above.

DEFINITION OF EMPLOYEE:

SECTION 4. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wage and has the right to govern and direct in the performance of such service, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

DEFINITION OF EMPLOYEE DISHONESTY:

SECTION 5. Employee dishonesty shall mean only the fraudulent or dishonest occurrence causing loss during the time the Employee is engaged in services on the premises of the Subscriber or Subscribers and which is punishable under the Criminal Code in the jurisdiction within which the occurrence took place, for which said Employee(s) is tried and convicted by a court of proper jurisdiction and only in an amount not to exceed the amount stated in the conviction.

DEFINITION OF OCCURRENCE:

SECTION 6. Occurrence means all loss(es) caused by or involving one or more Employees whether the result of a single act or a series of acts without regard to the number of Subscribers involved.

DEFINITION OF PREMISES:

SECTION 7. Premises shall mean only the interior of the Subscriber's building or structure or any part thereof for which the Subscriber is the tenant or owner and for which the Obligee is rendering a service to the Subscriber but shall not include driveways, parking spaces, or appurtenant structures for which the Obligee is not performing a service.

MERGER OR CONSOLIDATION:

SECTION 8. If any natural person shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 9. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amount from year to year or from period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:
SECTION 10. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 5 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be larger.

TRANSFER OF RIGHTS OF RECOVERY:
SECTION 11. The Obligee, as a condition to coverage under this bond, must transfer to the Surety all rights of recovery, to the extent that a loss is paid by the Surety against any person or organization for any loss the Obligee sustains and for which we have paid or settled the claim. The Obligee must also do everything necessary to secure those rights and do nothing after loss to impair them.

SALVAGE:
SECTION 12: If the Obligee shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, the Obligee shall be entitled to all recoveries, except from suretyship, insurance, reinsurance security and indemnity taken by or for the benefit of the Surety, by whomsoever made, on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Surety.

CANCELLATION AS TO ANY EMPLOYEE:
SECTION 13. This bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Obligee, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee: or (b) at 12:01 A.M. standard time, upon the effective date specified in a written notice served by the Surety upon the Obligee or sent by mail. Such date, if the notice be served, shall not be less than ten days after such service, or, if sent by mail, not less than fifteen days after the date of mailing. Mailing by Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice.

CANCELLATION AS TO BOND IN ITS ENTIRETY:
SECTION 14. This bond shall be deemed cancelled in its entirety at 12:01 A.M. standard time, upon the effective date specified in a written notice by the Obligee upon the Surety or by the Surety upon the Obligee, or sent by mail. Such date, if the notice be served by Surety, shall not be less than ten days after such service, or, if sent by the Surety by mail, not less than fifteen days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice. The Surety shall refund to Obligee the unearned premium computed pro rata if this bond be cancelled at the insistence of the Surety, or at short rates if cancelled or reduced at the insistence of the Obligee.

PRIOR FRAUD, DISHONESTY OR CANCELLATION:
SECTION 15. No Employee, to the best of the knowledge of the Obligee, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Obligee or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Obligee or any predecessor in interest of the Obligee and covering one or more of the Obligee's employees shall have been cancelled as to any such employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such employees, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such employees shall not have been reinstated under the coverage of said fidelity insurance, or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such employees unless the Surety shall agree in writing to include such employees within the coverage of this bond.

LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS:
SECTION 16. At the earliest practical moment, and in no event not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligee, or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

EXCLUSIONS:
SECTION 17. This bond does not apply:
(a) To the defense of any legal proceeding brought against the Obligee or Subscriber, or to fees, costs or expenses incurred or paid by the Obligee or Subscriber in prosecuting or defending any legal proceeding whether or not such proceedings result or would result in a loss to the Obligee or Subscriber covered by this bond.
(b) To potential income, including but not limited to interest and dividends, not realized by the Obligee or Subscriber because of a loss covered under this bond.
(c) To damages of any type for which the Obligee or Subscriber is legally liable, except direct compensatory damages arising from a loss covered under this bond.
(d) To costs, fees and other expenses incurred by the Obligee or Subscriber in establishing the existence of or the amount of loss covered under this bond.

Signed, sealed and dated 4/9/2026

OLD REPUBLIC SURETY COMPANY

By: _____

Attorney-in-Fact

THIS BOND HAS AN EMPLOYEE CONVICTION REQUIREMENT TO SUBSTANTIATE ANY LOSS OR CLAIM.

OLD REPUBLIC SURETY COMPANY

BUSINESS SERVICES BOND
CANCELLATION AND NONRENEWAL ENDORSEMENT
TEXAS

This Endorsement modifies Bond Number B150097090.

1. **CANCELLATION AS TO BOND IN ITS ENTIRETY: SECTION 14.** of this bond is deleted and replaced with the following:

   This bond shall be deemed cancelled in its entirety at 12:01 A.M. standard time, upon the effective date specified in a written notice by the Obligee upon the Surety or by the Surety upon the Obligee, or sent by mail. The Surety shall refund to Obligee the unearned premium computed pro rata if this bond be cancelled at the insistence of the Surety, or at short rates if cancelled or reduced at the insistence of the Obligee.

   a. The Obligee may cancel this Bond by mailing or delivering to us advance written notice of cancellation.
   b. If this Bond has been in effect for fewer than 90 days and is not a renewal of a bond we issued, we may cancel this Bond for any reason.
      (1) We may cancel this Bond for non-payment of premium by mailing or delivering to the Obligee written notice of cancellation at least 10 days before the effective date of cancellation.
      (2) We may cancel the Bond for any reason other than non-payment of premium by mailing or delivering to the Obligee written notice of cancellation at least 30 days before the effective date of cancellation.
   c. If this Bond has been in effect for 90 days or more, or is a renewal of a bond we issued, we may cancel only for one or more of the following reasons:
      (1) Nonpayment of premium;
      (2) Submission of a fraudulent claim by you;
      (3) Increase in hazard within your control which would produce an increase in rate; or
      (4) Determination by the State Board of Insurance that continuation of this Bond would violate or place us in violation of the Insurance Code.
   d. We will mail or deliver written notice of cancellation pursuant to subparagraph c. to the Obligee at least 10 days before the effective date of cancellation.
   e. Notice of cancellation will state the effective date of cancellation. The Bond Period will end on that date.

   We may cancel this bond for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this bond solely because the bondholder is an elected official.

2. The following Condition is added to the Bond.

   NONRENEWAL

   If we decide not to renew this Bond, we will mail or deliver written notice of nonrenewal to the Obligee, at least 30 days before its expiration date, or its anniversary date if it is a bond written for a term of more than one year or with no fixed expiration date.

   We may elect not to renew this bond except, the under the provisions of the Texas Insurance Code, we may not refuse to renew this bond solely because the bondholder is an elected official.

Signed, sealed and dated 4/9/2026

Old Republic Surety Company
Surety

By: _____
Attorney-in-Fact

OLD REPUBLIC SURETY COMPANY

BUSINESS SERVICES BOND
DEFINITION OF EMPLOYEE DISHONESTY ENDORSEMENT
TEXAS

To be attached to and form part of Business Services Bond Number B150097090.

It is hereby understood and agreed that:

I) **SECTION 5. DEFINITION OF EMPLOYEE DISHONESTY** is removed and the following is substituted therefor:

DEFINITION OF EMPLOYEE DISHONESTY:
SECTION 5. Employee dishonesty shall mean only the fraudulent or dishonest occurrences causing loss during the time the Employee is engaged in services on the premises of the Subscriber or Subscribers and which is punishable under the Criminal Code in the jurisdiction within which the occurrence took place, for which said Employee(s) is tried and convicted by a court of proper jurisdiction. Convicted means an adjudication of guilt or an order of deferred adjudication entered against a person by a court of competent jurisdiction whether or not: 1) the imposition of the sentence is subsequently probated and the person is discharged from community supervision; or 2) the person is pardoned for the offense, unless the pardon is expressly granted for subsequent proof of innocence.

Signed, sealed and dated 4/9/2026

Old Republic Surety Company
Surety

By: _____
Attorney-in-Fact

OLD REPUBLIC SURETY COMPANY

BUSINESS SERVICES BOND
LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS ENDORSEMENT
TEXAS

To be attached to and form part of Business Services Bond Number B150097090.

It is hereby understood and agreed that:

I) **SECTION 16. LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS** is removed and the following is substituted therefor:

LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS:
SECTION 16. At the earliest practical moment, and in no event not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligee, or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. The Obligee may not bring any legal action against the Surety involving loss more than two years and one day after the earlier of (a) the date the Obligee gave the Surety the initial proof of loss or (b) 120 days after discovery of the loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Signed, sealed and dated 4/9/2026

Old Republic Surety Company
Surety

By: _____
Attorney-in-Fact

OLD REPUBLIC SURETY COMPANY

BUSINESS SERVICES BOND
SOLE PROPRIETOR OR PARTNERSHIP ENDORSEMENT

To be attached to Business Services Bond Number B150097090.

It is agreed that:

In the event that the Subscriber shall sustain a loss by reason of the dishonest act or acts (as defined in Section 5) committed by the Obligee or any partner of the Obligee, if a partnership, then and only then, the Obligee shall be considered an Employee and the Customer or Subscriber as additional Obligee, subject to all terms and conditions hereof.

Signed, sealed and dated 4/9/2026

Old Republic Surety Company
Surety

By: _____
Attorney-in-Fact

EXHIBIT E
RFP AND CONTRACTOR'S RESPONSE

AD COMMERCIAL CLEANING SERVICES, LLC

1800 Holleman Dr 813 College Station, Texas 77840

979 393 3265

754 242 3314

adcommercialservice@gmail.com

www.adcommercialcleaningtx.com

City of college station

RFP No 26-017

March 4, 2026

March 4, 2026

City of College Station
Purchasing Division
RFP No. 26-017
Janitorial Services – City Facilities & Northgate District
College Station, Texas

Dear Evaluation Committee,

AD Commercial Cleaning Services, LLC respectfully submits this proposal in response to RFP No. 26-017 for Janitorial Services for City Facilities and the Northgate District.

As a locally owned and operated company based in College Station, we bring direct operational familiarity with City Facilities and the Northgate District. Our active presence within city environments uniquely positions our team to provide continuity, reduced transition risk, and an established understanding of site-specific expectations, security requirements, and performance standards.

We understand that municipal janitorial services require more than routine cleaning. They demand structure, supervision, documentation, accountability, and responsiveness. Our proposal reflects that commitment through:

- A defined supervisory structure with an English-speaking Site Supervisor serving as primary liaison to Facility Management.
- A measurable Quality Assurance program including documented inspections, performance tracking, and corrective action procedures.
- Strict adherence to safety standards, safety data shits SDS compliance, proper chemical labeling, and secured janitorial storage practices.
- Security-conscious operations, including badging controlled access protocols and background check readiness for sensitive facilities.
- A structured operational methodology aligned with daily, weekly, monthly, quarterly, and semiannual task requirements.
- Risk mitigation and business continuity planning are designed to ensure uninterrupted service delivery.

Our leadership remains directly involved in municipal operations. As Owner and Project Executive, I am personally committed to maintaining professional standards, responsiveness, and operational consistency throughout the contract term.

AD Commercial Cleaning Services is prepared to provide bonding and insurance coverage in full accordance with the requirements outlined in the RFP upon award.

This proposal shall remain valid for the period specified within the RFP. I am the sole authorized representative, empowered to negotiate and bind AD Commercial Cleaning Services LLC, in matters related to this proposal.

We appreciate the opportunity to submit our qualifications and look forward to the possibility of continuing to serve the City of College Station with integrity, professionalism, and accountability.

Respectfully submitted,

Daniel Armas
Owner / Project Executive
AD Commercial Cleaning Services, LLC
College Station, Texas

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TAB A:

Qualifications and Experience

TAB A: QUALIFICATIONS AND EXPERIENCE

1. FIRM INTRODUCTION AND SUMMARY

1.1 Administration and Organizational Structure

- **Executive Summary**

  AD Commercial Cleaning Services LLC is a Texas-based professional janitorial and facility maintenance company headquartered in College Station, Texas. The company specializes in daily commercial cleaning services for banks, government facilities, schools, churches, offices, and multi-tenant properties throughout the Brazos Valley.

  With a proven track record as both a prime contractor and subcontractor for municipal and private clients, AD Commercial Cleaning Services LLC focuses on reliability, security, quality control, and long-term client relationships. The company's strategic objective is to scale sustainable and secure operations while maintaining high service standards and strong financial discipline.

- **Company Overview**

  Legal Name: AD Commercial Cleaning Services LLC

  Founded: 2021

  Location: College Station, Texas

  Service Area: College Station – Bryan – Brazos County

  Ownership: Privately Owned

  AD Commercial Cleaning Services LLC delivers comprehensive janitorial services supported by trained staff, professional equipment, and standardized operating procedures. The company serves both public and private sector clients, including financial institutions, municipalities, construction firms, and educational facilities.

- **Mission Statement**

  Our mission is to provide reliable, high-quality commercial cleaning services that create safe, clean, and professional environments for our clients, while operating with integrity, accountability, and respect for people and facilities.

- **Vision Statement**

Our vision is to become a leading commercial cleaning provider in Brazos Valley and surrounding regions, recognized for operational excellence, trusted partnerships, and scalable service solutions for banks, government entities, and commercial facilities.

1.2 Local Presence and Staffing Capacity (Brazos County)

- **Response Time**

  AD Commercial Cleaning Services LLC is locally based at 1800 Holleman Dr. 813, College Station, Texas, which allows us to provide rapid response to emergency situations. In the event of an after-hours emergency, such as unexpected facility occurring at 2:00 a.m., our on-call response team can typically arrive on-site within 45 - 60 minutes, depending on location, weather and access requirements.

  Our proximity to municipal and commercial facilities within College Station and Bryan provides a significant operational advantage, ensuring timely intervention and minimal disruption to facility operations.

- **Staffing Flexibility and Coverage**

  AD Commercial Cleaning Services LLC currently employs 16 trained cleaning professionals, supported by site supervisors and management personnel. Our staffing model is designed to be flexible and scalable based on operational needs.

  For special events or increased activity periods such as events at Visit College Station 1207, City Hall or in the Northgate District we utilize a structured scheduling and rotation system. This approach allows us to assign dedicated event crews while maintaining full coverage for municipal and government buildings. Supervisors coordinate staffing adjustments in advance, and additional personnel are scheduled or reassigned as needed to ensure that no regular service locations experience reduced service levels.

  This operational flexibility enables us to support special events without compromising daily janitorial services at city facilities.

- **Security Training and High-Security Facility Readiness**

  All AD Commercial Cleaning Services LLC personnel receive training specific to working in high-security and sensitive environments, including police departments, fire stations, municipal buildings, and banks.

  Training includes:

  - Facility access banding control Key management procedures.
  - Confidentiality and non-disclosure expectations.
  - Awareness of restricted areas and security protocols.
  - Proper interaction with law enforcement and emergency personnel.

- Compliance with city safety, badge, and alarm procedures.

Supervisors reinforce these protocols through ongoing training and quality control inspections to ensure compliance with all security and operational requirements.

2.2 Professional Certifications & Industry Development

- OSHA-compliant safety and chemical handling procedures:

  - Hazard Communication
  - Emergency Action and Fire Prevention Plans
  - Personal Protective Equipment
  - Walking Working Surfaces and Fall Protection
  - Electrical Safety for Employees
  - Introduction to OSHA
  - Ergonomic Hazard in General Industry
  - Hearing Protection
  - Industrial Hygiene
  - Accident Investigation

2.3 Service Capabilities & Technical Scope

AD Commercial Cleaning Services LLC provides structured cleaning programs organized by service type and frequency to ensure consistent facility maintenance, regulatory compliance, and long-term asset preservation.

a. Janitorial Services

Frequency Options: Daily, Weekly, Monthly, Quarterly, and Semi-Annual.

Our comprehensive janitorial program is designed to maintain safe, sanitary, and professional environments in municipal, commercial, and institutional facilities.

Daily Services

- Restroom sanitation and disinfection
- Trash and recycling removal
- Surface cleaning and disinfection
- Break room and kitchen cleaning
- Lobby and common area maintenance
- Spot floor cleaning and vacuuming
- Day porter services (as required)

Weekly Services

- Clean all floors entirely.

- High-touch surface deep disinfection
- Interior glass spot cleaning
- Detailed break room and restroom inspections

Monthly Services

- Clean entire glass in partitions and doors
- Dust windows blinds
- Dust all interior surfaces
- Bacterial and sanitize floors, Restrooms, Shower walls and dividers.

Quarterly Services

- Spray buff open areas
- Scrub remove and refinish protecting coating
- Strip & wax
- Scrub and sanitize floors
- Clean all interior windows

Semi-Annual Services

- Shampoo and deep clean carpets in their entirely
- Clean all exterior windows

b. Window Cleaning Services

Frequency: Quarterly, and Semi-Annual

Interior Windows

- Glass cleaning
- Frame and sill wipe-down
- Smudge and fingerprint removal

Exterior Windows

- Ground-level and accessible exterior glass
- Frame detailing
- Water spot removal
- Full exterior façade glass maintenance

c. Carpet Cleaning and Exterior window cleaning:

Frequency: Semi- Annual

d. Floor Care Services

Frequency: Quarterly.

Our floor care program is designed to extend flooring life and maintain appearance standards in high-traffic facilities.

Routine Maintenance

- Buffing
- Spray buffing
- Scrubbing
- Burnishing

Restorative Services

- Strip and wax
- Seal and polish
- Deep machine scrubbing
- Surface reconditioning

e. Specialty Cleaning Services

Frequency: As Needed / Project-Based

- Pressure washing of sidewalks and municipal concrete surfaces
- Post-construction cleaning
- Emergency cleanup response
- Detailed high dusting
- Trash and recycling management
- Day porter services for high-traffic facilities

2.4. Competitive Strengths

- Direct owner oversight of municipal engagements.
- Established operational presence in College Station
- Proven municipal support experience since 2021.
- In house floor care specialization.
- Lean organizational structure enabling faster response.
- Consistent performance continuity with long-term clients.

2.5 Contract Performance Statement

AD Commercial Cleaning Services affirms:

- No contract terminations for default
- No liquidated damages assessments
- No service-related litigation
- No performance-related penalties
- Multi-year client retention record

2. PROJECT MANAGEMENT AND KEY PERSONNEL

Our organizational structure is designed for maximum accountability and quality control. Every project is overseen by our core management team to ensure the City's specifications are met with precision.

2.1 Daniel Armas - Project Manager Profile.

Daniel Armas has over 10 years of comprehensive experience in the janitorial services industry, with a proven track record in operational supervision, contract management, and quality assurance within commercial and government environments.

He specializes in Floor Care, Pressure Washing, and Window Cleaning services, with a strong focus on consistent execution of cleaning standards, safety compliance, and contractual performance requirements.

He has demonstrated leadership in high-traffic public facilities, ensuring operational continuity, structured supervision, and measurable service outcomes.

- **Relevant Professional Experience**

  - **Janitorial Services Supervisor**

    - Andrews Building Service (ABS) | 2015 – 2018
    - Supervised on-site janitorial personnel and daily operations
    - Conducted quality control inspections and performance monitoring
    - Coordinated staffing schedules and resource allocation
    - Ensured compliance with established procedures and contract standards
    - Maintained safety and operational consistency across assigned facilities

  - **Project Manager – Janitorial Services**

    - Andrews Building Service (ABS), Brazos County Contracts | 2019 – 2021
    - Managed full-scope janitorial contracts for public facilities
    - Directed operational planning and staffing assignments
    - Coordinated directly with client representatives and municipal officials
    - Monitored service performance, reporting metrics, and compliance standards

    - Ensured uninterrupted service continuity in high-traffic government facilities
    - Oversaw floor care programs, pressure washing, and specialty cleaning services

- **Founder / Prime Contractor & Subcontractor**

    - AD Commercial Cleaning Services LLC | 2021 – Present
    - Founded and currently directed AD Commercial Cleaning Services LLC
    - Oversee municipal and commercial service contracts, including work associated with the City of College Station and the Northgate District
    - Implements structured Quality Control Programs (QCP)
    - Supervises training, operational procedures, and compliance standards
    - Manages daily operations, contract performance, staffing, and client communication
    - Ensures consistent, reliable, and contract-compliant service delivery

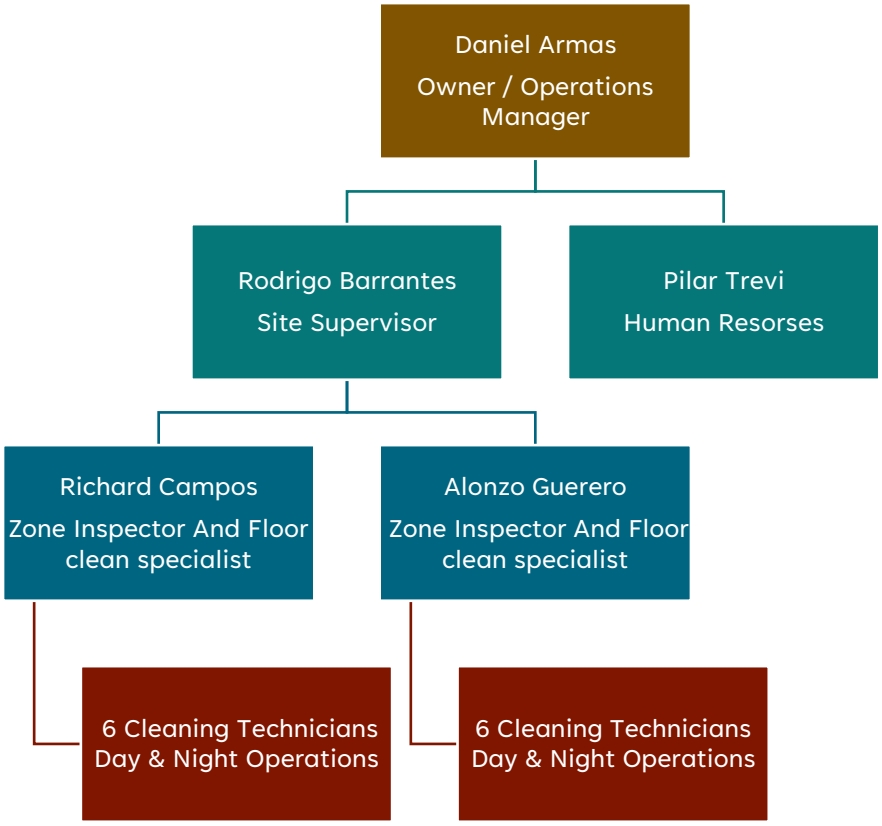
- **Certifications and Compliance**

    - ISSA Certification (as submitted)
    - Certified Managerial Training (CMI)
    - OSHA Safety Training / Certification (current)

- **Core Competencies**

    - On-site leadership and operational supervision
    - Government contract management and coordination
    - Floor care restoration and maintenance expertise
    - Pressure washing and exterior surface cleaning
    - Window cleaning systems and safety procedures
    - Quality Control Program implementation
    - Staff training and performance management
    - Safety compliance and risk mitigation
    - Customer satisfaction and long-term relationship building

2.2 Organizational Chart



2.3 Pilar Travi - Human Resources Manager

- **AD Commercial Cleaning Services, LLC**

Pilar Travi serves as Human Resources Manager at AD Commercial Cleaning Services LLC and has been part of the company since its foundation. She oversees recruitment, onboarding, personnel documentation, and workforce compliance to support municipal and commercial contracts. Since 2015, she has extensive experience in residential and commercial cleaning operations, specializing in the selection and placement of qualified personnel based on contract specifications. Pilar ensures proper employee screening, training coordination, and documentation standards in alignment with company policies. Her leadership strengthens workforce stability, regulatory compliance, and operational readiness to support government service requirements.

2.4 Rodrigo Barrantes - Supervisor

Rodrigo Barrantes has served as Janitorial Services Supervisor with AD Commercial Cleaning Services, LLC since 2021. He plays a key leadership role in overseeing daily operations and service execution for commercial and municipal contracts throughout the Bryan–College Station (BCS) area.

In his supervisory capacity, Mr. Barrantes is responsible for direct field oversight of janitorial staff, quality control inspections, task verification, schedule coordination, and ensuring compliance with contract specifications and company standards. He actively participates in internal Quality Assurance walkthroughs and ongoing service evaluations to maintain consistent performance standards.

- **Relevant Experience & Technical Skills**

  - Supervision of multi-shift janitorial teams in high-traffic commercial facilities.
  - Implementation of structured quality control procedures and inspection follow-ups.
  - Technical knowledge of floor care systems, including buffing, scrubbing, and preventive maintenance programs.
  - Proper handling and application of cleaning chemicals and equipment.
  - Experience supporting municipal and commercial service contracts in BCS.

- **Safety & Professional Development**

  - Mr. Barrantes demonstrates working knowledge of OSHA safety principles and applies industry-standard safety procedures, including hazard identification, proper PPE usage, equipment safety protocols, and job-site risk prevention. He participates in ongoing internal safety training and operational development programs to strengthen supervisory and technical competencies.
  - Mr. Barrantes is recognized for his reliability, field leadership, problem-solving abilities, and commitment to service excellence. His consistent performance and hands-on supervision contribute directly to maintaining high client satisfaction and contract compliance standards.

2.5 Richard Campos - Technician Specialist

Richard Campos has been serving with AD Commercial Cleaning Services, LLC since 2024 as a Floor Care Technician Specialist. He plays a critical role in delivering high-quality specialty floor maintenance services and supporting operational performance across commercial and municipal contracts.

Mr. Campos specializes in advanced floor care systems and restorative cleaning procedures, ensuring surfaces are maintained in optimal condition while meeting safety and performance standards.

- **Technical Expertise**

  - Carpet cleaning and extraction systems.
  - Floor stripping and waxing (VCT and other hard surfaces).
  - Floor scrubbing and preventive maintenance programs.
  - Pressure washing for exterior surfaces and high-traffic areas.
  - Operation and maintenance of commercial-grade floor equipment.

- **Operational Responsibilities**

  - In addition to his technical expertise, Mr. Campos is responsible for supporting service execution within the Northgate District, ensuring consistent performance, timely completion of specialty tasks, and adherence to company quality control standards. His attention to detail and proactive approach contributes significantly to maintaining high-visibility public areas in excellent condition.

  - Mr. Campos is recognized for his reliability, technical proficiency, and commitment to service excellence. His specialized knowledge in floor care and exterior maintenance strengthens the company's ability to deliver comprehensive janitorial and specialty cleaning services throughout the Bryan–College Station area.

2.6 Alonso Guerrero - Floor Care Specialist Supervisor

- **AD Commercial Cleaning Services, LLC**

  Alonso Guerrero serves as Floor Care Specialist Supervisor at AD Commercial Cleaning Services LLC, supporting municipal and commercial contracts with specialized floor maintenance expertise. He is responsible for advanced floor restoration and preservation services, including carpet extraction, strip and wax applications, machine scrubbing, burnishing, spray buffing, and pressure washing. Alonso ensures all floor care procedures align with manufacturer guidelines, safety protocols, and contract specifications. He provides technical oversight during scheduled maintenance projects, supervising equipment operation, chemical handling, and quality control standards. His preventive maintenance approach enhances floor longevity, safety compliance, and overall facility presentation in government and large-scale commercial environments.

3. RELEVANT EXPERIENCE (PAST 36 MONTHS)

AD Commercial Cleaning Services LLC has successfully managed over 750,000 square feet of diverse facilities across Texas. Our experience includes specialized governmental and high-traffic commercial contracts:

- Municipal Support:
  - City of College Station – Janitorial Operational Support (2021–Present)
  - City of Bryan – Larry J. Ringer Library (Commercial Carpet Steam Cleaning & Exterior Pressure Washing)
- Financial Institutions:
  - The First National Bank of Central Texas
  - Prosperity Bank
- Multifamily & Student Housing:
  - The Zone Student Housing.
  - The Enclave Student Living.
- Institutional & Commercial Clients:
  - Aggie Baptist Student Ministry.
  - Miles Construction.
  - Corsair.
  - Revival Living.
  - Flippen Group.

TAB B:

Rates and Expenses

CONTRACTOR'S PROPOSAL
AND
ALTERNATES (if applicable)

BID SUMMARY
BID NO. 26-017

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the Annual Price Agreement for Janitorial Services City Wide and the Northgate Area and to perform the work required for the c Annual Price Agreement for Janitorial Services City Wide and the Northgate Area 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:

ANNUAL FACILITIES GRAND TOTAL ($ 156,046.45)

ANNUAL NORTHGATE AREA GRAND TOTAL ($ 56,352.00)

ANNUAL CITY-WIDE GRAND TOTAL ($ 212,398.45)

RECEIPT OF ADDENDA

I hereby acknowledge receipt of the following Addenda: Addendum No. #1

CONTRACTOR NAME: AD Commercial Cleaning Services LLC

CONTRACTOR SIGNATURE: Daniel Armas

ATTACHMENT F

Rate Schedules

CITY FACILITIES

	Cost Per Service	Estimated Annual Number of Services	Final Annual Service Cost
City Hall			
Semi-Annual Tasks	$ 2.125,00	2	$ 4.250,00
		Total Annual Cost	$ 4.250,00
Visit College Station			
Daily Tasks	$ 30,50	250	$ 7.625,00
Weekly Tasks	$ 14,25	52	$ 741,00
Monthly Tasks	$ 20,85	12	$ 250,20
Quarterly Tasks	$ 195,00	4	$ 780,00
Semi-Annual Tasks	$ 250,00	2	$ 500,00
Disinfectant (as needed)	$ 50,00		$ -
		Total Annual Cost	$ 9.896,20
Meyer Senior & Community Center			
Daily Tasks	$ 13,25	250	$ 3.312,50
Weekly Tasks	$ 10,50	52	$ 546,00
Monthly Tasks	$ 20,00	12	$ 240,00
Quarterly Tasks	$ 75,00	4	$ 300,00
Semi-Annual Tasks	$ 35,00	2	$ 70,00
Disinfectant (as needed)	$ 50,00		$ -
		Total Annual Cost	$ 4.468,50
Central Park Office			
Daily Tasks	$ 14,25	250	$ 3.562,50
Weekly Tasks	$ 12,00	52	$ 624,00
Monthly Tasks	$ 25,00	12	$ 300,00
Quarterly Tasks	$ 50,00	4	$ 200,00
Semi-Annual Tasks	$ 75,00	2	$ 150,00
Disinfectant (as needed)	$ 50,00		$ -
		Total Annual Cost	$ 4.836,50

Utility Customer Service			
Daily Tasks	$ 18,50	250	$ 4.625,00
Weekly Tasks	$ 10,00	52	$ 520,00
Monthly Tasks	$ 50,00	12	$ 600,00
Quarterly Tasks	$ 175,00	4	$ 700,00
Semi-Annual Tasks	$ 200,00	2	$ 400,00
Disinfectant (as needed)	$ 75,00		$ -
		Total Annual Cost	$ 6.845,00
Municipal Court Building			
Daily Tasks	$ 78,25	250	$ 19.562,50
Weekly Tasks	$ 15,00	52	$ 780,00
Monthly Tasks	$ 50,00	12	$ 600,00
Quarterly Tasks	$ 125,00	4	$ 500,00
Semi-Annual Tasks	$ 400,00	2	$ 800,00
Disinfectant (as needed)	$ 175,00		$ -
		Total Annual Cost	$ 22.242,50
Public Works Operations Center			
Daily Tasks	$ 26,50	250	$ 6.625,00
Weekly Tasks	$ 10,00	52	$ 520,00
Monthly Tasks	$ 50,00	12	$ 600,00
Quarterly Tasks	$ 150,00	4	$ 600,00
Semi-Annual Tasks	$ 100,00	2	$ 200,00
Disinfectant (as needed)	$ 75,00		$ -
		Total Annual Cost	$ 8.545,00
Facility Maintenance			
Daily Tasks	14,25	250	$ 3.562,50
Weekly Tasks	5	52	$ 260,00
Monthly Tasks	10	12	$ 120,00
Quarterly Tasks	$ 50,00	4	$ 200,00
Semi-Annual Tasks	$ 20,00	2	$ 40,00
Disinfectant (as needed)	$ 25,00		$ -
		Total Annual Cost	$ 3.942,50

Lincoln Center Building A			
Daily Tasks	$ 22,50	355	$ 7.987,50
Weekly Tasks	$ 8,25	52	$ 429,00
Monthly Tasks	$ 20,00	12	$ 240,00
Quarterly Tasks	$ 275,00	4	$ 1.100,00
Semi- Annual Tasks	$ 35,00	2	$ 70,00
Disinfectant (as needed)	$ 50,00		$ -
		Total Annual Cost	$ 9.826,50
Lincoln Center Building B			
Daily Tasks	$ 13,25	355	$ 4.703,75
Weekly Tasks	$ 6,25	52	$ 325,00
Monthly Tasks	$ 14,25	12	$ 171,00
Quarterly Tasks	$ 200,00	4	$ 800,00
Semi- Annual Tasks	$ 35,00	2	$ 70,00
Disinfectant (as needed)	$ 50,00		$ -
		Total Annual Cost	$ 6.069,75
Carter Creek Waste Water Treatment Plant (CCWWTP) Main Building			
Daily Tasks	$ 23,00	250	$ 5.750,00
Weekly Tasks	$ 15,00	52	$ 780,00
Monthly Tasks	$ 15,00	12	$ 180,00
Quarterly Tasks	$ 150,00	4	$ 600,00
Semi-Annual Tasks	$ 125,00	2	$ 250,00
Disinfectant (as needed)	$ 50,00		$ -
		Total Annual Cost	$ 7.560,00
CCWWTP Maintenance Office			
Daily Tasks	$ 6,00	250	$ 1.500,00
Weekly Tasks	$ 5,00	52	$ 260,00
Monthly Tasks	$ 5,00	12	$ 60,00
Quarterly Tasks	$ 35,00	4	$ 140,00
Semi-Annual Tasks	$ 5,00	2	$ 10,00
Disinfectant (as needed)	$ 15,00		$ -
		Total Annual Cost	$ 1.970,00

CCWWTP Plant Superintendent Office			
Daily Tasks	$ 6,00	250	$ 1.500,00
Weekly Tasks	$ 5,00	52	$ 260,00
Monthly Tasks	$ 5,00	12	$ 60,00
Quarterly Tasks	$ 35,00	4	$ 140,00
Semi-Annual Tasks	$ 5,00	2	$ 10,00
Disinfectant (as needed)	$ 15,00		$ -
		Total Annual Cost	$ 1.970,00
Carter Creek Waste Water Lab			
Daily Tasks	$ 8,00	250	$ 2.000,00
Weekly Tasks	$ 5,00	52	$ 260,00
Monthly Tasks	$ 5,00	12	$ 60,00
Quarterly Tasks	$ 50,00	4	$ 200,00
Disinfectant (as needed)	$ 25,00		$ -
		Total Annual Cost	$ 2.520,00
Dowling Water Productions			
Daily Tasks	$ 12,25	104	$ 1.274,00
Weekly Tasks	$ 5,00	52	$ 260,00
Monthly Tasks	$ 5,00	12	$ 60,00
Quarterly Tasks	$ 25,00	4	$ 100,00
Disinfectant (as needed)	$ 25,00		$ -
		Total Annual Cost	$ 1.694,00
Southwood Community Center			
Daily Tasks	$ 14,00	355	$ 4.970,00
Weekly Tasks	$ 8,00	52	$ 416,00
Monthly Tasks	$ 12,00	12	$ 144,00
Quarterly Tasks	$ 50,00	4	$ 200,00
Semi-Annual Tasks	$ 25,00	2	$ 50,00
Disinfectant (as needed)	$ 50,00		$ -
		Total Annual Cost	$ 5.780,00

College Station Utilities			
Daily Tasks	$ 58,25	250	$ 14.562,50
Weekly Tasks	$ 18,00	52	$ 936,00
Monthly Tasks	$ 30,00	12	$ 360,00
Monthly Tasks-Enviromental Trailer	$ 20,00	12	$ 240,00
Quarterly Tasks	$ 185,00	4	$ 740,00
Semi-Annual Tasks	$ 475,00	2	$ 950,00
Disinfectant (as needed)	$ 175,00		$ -
		Total Annual Cost	$ 17.788,50
College Station Utilities Electrical Outbuilding			
Daily Tasks	$ 9,00	250	$ 2.250,00
Weekly Tasks	$ 7,00	52	$ 364,00
Monthly Tasks	$ 7,00	12	$ 84,00
Monthly Tasks-Enviromental Trailer	$ 7,00	12	$ 84,00
Quarterly Tasks	$ 25,00	4	$ 100,00
Semi-Annual Tasks	$ 25,00	2	$ 50,00
Disinfectant (as needed)	$ 25,00		$ -
		Total Annual Cost	$ 2.932,00
College Station Utilities Water Outbuilding			
Daily Tasks	$ 8,00	250	$ 2.000,00
Weekly Tasks	$ 5,00	52	$ 260,00
Monthly Tasks	$ 5,00	12	$ 60,00
Monthly Tasks-Enviromental Trailer	$ 5,00	12	$ 60,00
Quarterly Tasks	$ 25,00	4	$ 100,00
Semi-Annual Tasks	$ 10,00	2	$ 20,00
Disinfectant (as needed)	$ 25,00		$ -
		Total Annual Cost	$ 2.500,00
College Station Meeting and Training Facility			
Daily Tasks	$ 20,00	250	$ 5.000,00
Weekly Tasks	$ 10,00	52	$ 520,00
Monthly Tasks	$ 15,00	12	$ 180,00
Quarterly Tasks	$ 75,00	4	$ 300,00
Semi-Annual Tasks	$ 250,00	2	$ 500,00
Disinfectant (as needed)	$ 50,00		$ -
		Total Annual Cost	$ 6.500,00

Utility Dispatch			
Daily Tasks	$ 8,25	250	$ 2.062,50
Weekly Tasks	$ 5,00	52	$ 260,00
Monthly Tasks	$ 5,00	12	$ 60,00
Quarterly Tasks	$ 25,00	4	$ 100,00
Semi-Annual Tasks	$ 25,00	2	$ 50,00
Disinfectant (as needed)			$ -
		Total Annual Cost	$ 2.532,50
Lick Creek Waste Water			
Daily Tasks	$ 8,00	104	$ 832,00
Weekly Tasks	$ 5,00	52	$ 260,00
Monthly Tasks	$ 5,00	12	$ 60,00
Quarterly Tasks	$ 25,00	4	$ 100,00
Disinfectant (as needed)	$ 15,00		$ -
		Total Annual Cost	$ 1.252,00
IL Texas			
Daily Tasks	$ 72,50	250	$ 18.125,00
Weekly Tasks	$ 15,00	52	$ 780,00
Monthly Tasks	$ 35,00	12	$ 420,00
Quarterly Tasks	$ 200,00	4	$ 800,00
Disinfectant (as needed)	$ 150,00		$ -
		Total Annual Cost	$ 20.125,00

ANNUAL FACILITIES GRAND TOTAL	**156,046.45**

Monthly Invoices will be calculated using the Annual Totals of the Daily, Weekly and Monthly Tasks for each facility, adding them together and then dividing by 12. Quarterly and Semi-Annual Tasks will be billed separately as they are performed.

CONTRACT ADJUSTMENTS

Building(s) owned by the City not listed herein, or building(s) acquired during the original contract term and any subsequent renewal will be added as a change order to this contract pursuant to the rates provided below:

Additional Space per Square Foot

Daily Tasks	0.08	per Sq Ft
Weekly Tasks	0.10	per Sq Ft
Monthly Tasks	0.10	per Sq Ft
Quarterly Tasks	0.25	per Sq Ft
Annual Tasks	0.10	per Sq Ft

EXTRA STAFF HOURS

From time to time the City may require Contractor to perform tasks, which are non-cleaning oriented or which are cleaning functions, that are excluded from the task schedule.

Extra staff hour rate shall include all labor, equipment supplies, overhead and profit on an hourly basis.

Any additional hours shall be billed separately from the monthly invoice as they may occur.

Hourly Rate for non-emergency additional staff hours 14.25

In addition to extra staff hours, the City may occasionally require emergency on –call response. If called, successful contractor shall be required to respond within 4 hours.

Hourly Rate for Emergeny additional staff hours 15.50

Attachment F
Northgate Rate Schedule

NORTHGATE AREA	Cost Per Service	Estimated Annual Number of Services	Final Annual Service Cost
Daily pick-up, bag, and disposal of all trash and debris from promenades, mall, parking lot and streets (refer to Northgate Sanitation map)	$ 12.50	364	$ 4,550.00
Trash removal and liner replacement for 48 receptacles	$ 24.00	364	$ 8,736.00
Removal of posted flyers, advertisements, and adhesive material	$ 8.50	364	$ 3,094.00
Wash down all receptacles and decorative containers	$ 18.50	364	$ 6,734.00
Wash down benches and tables (total: 1 bench University Dr., 6 benches & 6 tables Patricia St., 13 benches & 6 tables Second St.)	$ 17.50	364	$ 6,370.00
Remove trash/debris from brick tree wells and sitting walls.	$ 8.50	364	$ 3,094.00
Sweep Patricia Street fire lane	$ 8.50	364	$ 3,094.00
Restroom cleaning and inspection (toilets, urinals, floors, sinks, etc.)	$ 24.00	364	$ 8,736.00
Clean restroom fixtures, windows, ventilation grates	$ 6.00	364	$ 2,184.00
Pressure wash bird excrement from promenades and mall; rinse vomit; disperse standing water	$ 20.00	364	$ 7,280.00
Pressure wash trash retention/compactor area	$ 20.00	52	$ 1,040.00
Odor control (flush floor drains, disinfect floors)	$ 20.00	52	$ 1,040.00
Pressure wash bird excrement from promenades and mall; rinse vomit; disperse standing water	$ 200.00	2	$ 400.00
Annual Northgate Area Grand Total			$ 56,352.00
As Needed additional Services cost (Flat Rate Cost)			
Maintenance cost for additional benches/tables			$ 5.00
Trash and debris disposal			$ 10.00
Special Event Cleaning Days	$ 200.00	15	$ 3,000.00
Will Call Surcharge (Flat Fee Per Call)			$ 200.00
Additional Pressure Wash On as needed (500 Sqft)	$ 150.00	1	$ 150.00

TAB C:

Methodology

TAB C: METHODOLOGY

1. NARRATIVE PLAN FOR SERVICE DELIVERY

AD Commercial Cleaning Services LLC delivers janitorial services through a structured, quality-driven methodology designed to ensure consistency, security, and compliance with municipal standards. Our service delivery model emphasizes proactive planning, trained personnel, proper equipment usage, and continuous quality control.

Each facility is serviced using a site-specific cleaning checklist aligned with the approved scope of work. Supervisors conduct regular inspections to verify performance, address deficiencies, and communicate directly with City representatives when needed. Our local presence allows for rapid response, flexibility, and accountability throughout the contract term.

2. PROJECT UNDERSTANDING AND DETAILED EXECUTION PLAN

AD Commercial Cleaning Services LLC understands that City facilities require daytime and after-hours cleaning services that do not interfere with daily operations, public access, or emergency readiness. Our execution plan is designed to maintain safe, sanitary, and professional environments while complying with security protocols and operational schedules.

2.1 Major Tasks, Responsibilities, and Timeframes.

AD Commercial Cleaning Services LLC executes services through a structured, time-based and frequency-driven operational model. Services are organized into three primary categories: **Janitorial, Window Cleaning, and Floor Care**, with clearly defined responsibilities and performance timeframes.

a. Janitorial services (Daily)

- **Timeframes:**

  - **Daytime Services (7:00 a.m. – 3:00 p.m.)**
    - Day porter support
    - Full restroom sanitation and disinfection
    - Complete trash removal and liner replacement
    - Break room/kitchen cleaning and sanitation
    - Office and common area surface disinfection
    - Vacuuming and mopping of floors
    - Lobby and entryway cleaning
    - Final facility readiness inspection

- **After-Hours Services (After 5:30 p.m.)**

    - Full restroom sanitation and disinfection
    - Complete trash removal and liner replacement
    - Break room/kitchen cleaning and sanitation
    - Office and common area surface disinfection
    - Vacuuming and mopping of floors
    - Lobby and entryway cleaning
    - Final facility readiness inspection

During morning service hours, we implement strict noise-control and disruption-minimization protocols to ensure cleaning activities do not interfere with facility operations, staff, or the public.

- **Major Tasks**

    - Restroom sanitation and disinfecting
    - High-touch surface cleaning
    - Trash and recycling removal
    - Break room cleaning
    - Surface wiping and dusting
    - Floor vacuuming and spot mopping
    - Spill response and sanitation support

- **Responsibilities**

    - **Janitorial Technicians:** Execution of assigned cleaning tasks
    - **Day Porter (if required):** Ongoing facility monitoring during business hours
    - **Site Supervisor:** Oversight, inspection, and corrective action
    - **Operations Manager:** Contract compliance and performance monitoring

b. Window Cleaning Services

- **Interior Windows**

    - **Major Tasks**

        - Glass cleaning
        - Frame and sill wipe-down
        - Smudge and fingerprint removal
        - Partition and interior glass detailing
    - **Responsibilities**

    - Assigned Window Cleaning Technician
    - Supervisor inspection and verification

- **Timeframes**

    - Weekly spot cleaning (high-traffic glass)
    - Monthly detailed interior window cleaning
    - Quarterly comprehensive interior glass review

- **Exterior Windows**

- **Major Tasks**

    - Exterior glass washing
    - Frame detailing
    - Water spot removal
    - Accessible facade cleaning

- **Responsibilities**

    - Specialty Window Cleaning Crew
    - Supervisor oversight

- **Timeframes**

    - Quarterly or Semi-Annual service
    - Scheduled during low-traffic hours
    - Coordinated with facility management

c. Floor Care Services

Floor care services follow a preventive maintenance model designed to extend flooring life and maintain professional appearance standards.

- **Routine Floor Maintenance**

- **Major Tasks**

    - Spray buffing
    - Machine scrubbing
    - Burnishing
    - Spot stain removal

- **Responsibilities**

    - Floor Care Technician
    - Supervisor verification

- **Timeframes**

    - Weekly (high-traffic areas)
    - Monthly (moderate traffic areas)
    - Scheduled after 5:30 p.m. to prevent disruption

- **Restorative Floor Services**

- **Major Tasks**

    - Strip and wax
    - Seal and polish
    - Deep machine scrubbing
    - Surface reconditioning

- **Responsibilities**

    - Specialty Floor Restoration Team
    - Operations Manager oversight
    - Final quality inspection

- **Timeframes**

    - Quarterly, Semi-Annual, or Annual
    - Scheduled during low-occupancy periods
    - Coordinated with City or facility representative

2.2 Staff Allocation per Scope Category.

- Staffing levels are determined based on facility size, function, and service frequency.
- Municipal Buildings: Dedicated janitorial technicians assigned per site
- High Traffic Facilities: Additional staff allocated as required.
- Special Events or Deep Cleaning: Supplemental crews assigned without impacting routine service locations.
- Supervisors adjust staffing as needed to ensure full coverage across all facilities.

2.3 Matrix Table (Frequency Vs Service Type)

Service Type	Daily	Weekly	Monthly	Quarterly	Semi-Annual
Restroom Sanitation & Disinfection	✓	✓ (detailed)	✓ (deep review)		
Trash & Recycling Management	✓				
Break Room Cleaning	✓	✓	✓		
Lobby/Common Area Maintenance	✓	✓	✓		
Day Porter Services	✓ (if required)				
Hard Floor Buffing / Spray Buffing		✓	✓		
Machine Scrubbing		✓		✓	
Burnishing			✓	✓	
Strip & Wax / Seal & Polish				✓	
Carpet Spot Treatment			✓		
Carpet Steam Cleaning (Hot Water Extraction)					✓
Interior Window Cleaning		✓ (spot)	✓	✓	
Exterior Window Cleaning					✓
High Dusting			✓		
Pressure Washing (Concrete / Sidewalks)					
Post-Construction Cleaning				As Needed	
Emergency Cleanup Response	As Needed	As Needed	As Needed	As Needed	As Needed

2.4 Day Operations Methodology – Administrative & Utility Offices

Certain facilities require daytime service windows between 7:00 AM and 3:30 PM. AD implements a controlled and non-disruptive workflow during operational hours.

- **Day Operations Sequence:**

  - Controlled entry and supervisor check-in if required.
  - Immediate restroom sanitation to ensure early-day readiness.
  - Trash removal using quiet equipment.
  - High-touch disinfection (counters, switches, door hardware).
  - Breakroom sanitation and supply replenishment.
  - Spot floor maintenance and hazard inspection.
  - Mid-service walkthrough verification.
  - Final service confirmation prior to departure.

All work is sequenced to minimize interference with City personnel and public access.

2.5 Night Operations Methodology – Recreation & Office Buildings

Evening facilities including Lincoln Recreation Centers A & B (after 9:00 PM, 7 days/week), Southwood Community Center (after 5:30 PM, 7 days/week), and Meyer Senior & Community Center (after 5:30 PM, 5 days/week) follow a structured closing protocol.

- **Night Workflow Sequence:**

  - Full trash extraction and liner replacement.
  - Complete restroom sanitation and disinfectant dwell time adherence.
  - High-touch surface disinfection.
  - Hard floor auto-scrub or mop sequence.
  - Carpet vacuuming with edge detailing.
  - Activity room sanitation.
  - Visual reset for next-day presentation.
  - Supervisor quality verification and building lock confirmation.

2.6 Northgate District – Public Corridor Execution Plan

Northgate operations occur between 4:00 AM and 10:00 AM to avoid peak pedestrian flow.

- **Operational Sequence:**

  - Blower deployment across promenades and corridors.
  - Litter collection and receptacle service.
  - Sticker and adhesive removal.
  - Bench and seating scrubbing.
  - Pressure washing of designated areas.
  - Bird waste remediation.
  - Public restroom sanitation and drying.
  - Compactor area inspection.
  - Final safety walkthrough.

  Patricia St. Promenade: year-round. 2nd St. & College Main: twice/year (Christmas break & end of July) - vomit as needed.

2.7 Utility Facilities – Controlled Environment Protocol

Utility facilities require heightened awareness of production systems and operational continuity.

AD ensures no interference with plant control systems, chemical discipline compliance, and restricted access awareness.

- **Controls Include:**

  - SDS availability verification.
  - Equipment integrity inspection.
  - Restricted zone compliance.
  - Immediate reporting of irregularities.
  - Quiet operation sequencing.

2.7 Loss Prevention & Public Asset Protection Protocol

AD Commercial Cleaning Services, LLC recognizes that public-facing facilities such as Northgate District, Municipal Court Building, and Utility Customer Service areas experience high pedestrian traffic and increased probability of misplaced personal property.

As part of our service enhancement policy, AD implements a structured Loss Prevention & Immediate Reporting Protocol designed to protect community members and safeguard public trust.

- **Northgate & Public Corridor Lost Item Protocol**

- Any discovered item including mobile phones, wallets, purses, identification cards, keys, electronic devices, or valuable personal property is immediately secured.
- The assigned Supervisor is notified immediately.
- The item is documented in a Lost Item Log including time, location, and staff member identification.
- The item is promptly reported and transferred to the designated City representative for official handling.
- No item is retained by staff under any circumstance.
- Documentation is retained internally for accountability tracking.

- **Municipal Buildings – Public Service Areas**

Facilities such as Municipal Court, Utility Customer Service, and other high-traffic administrative buildings receive additional awareness training.

Personnel are trained to remain observant during trash removal, lobby cleaning, restroom sanitation, and seating area reset.

If personal property is identified during service:

- Cleaning activity pauses in the immediate vicinity.
- Supervisor notification occurs immediately.
- Item is secured without unnecessary handling.
- City representative or designated authority is notified and item transferred.
- Incident is recorded within internal service documentation.

- **Integrity & Public Confidence Commitment**

This protocol reinforces AD's commitment to ethical operations, municipal integrity, and protection of public trust.

Given the nature of Northgate as a recreation and entertainment corridor, as well as high-volume City service buildings, AD considers this an essential extension of professional janitorial service.

Our reputation is built not only on cleanliness standards, but also on accountability, transparency, and protection of community property.

3. PROGRESS REPORTING AND KEY DECISION POINTS

AD Commercial Cleaning Services LLC maintains open communication with City representatives through:

- Regular service reviews.
- Supervisor inspections and reports.
- Immediate notification of issues requiring City input.
- Corrective action documentation when needed.

Key decision points include scope changes, schedule adjustments, or additional service requests, all of which are coordinated and approved prior to execution.

4. DISTINCTION OF DUTIES (CONTRACTOR VS. CITY)

Contractor Responsibilities:

- Provide trained janitorial personnel
- Supply all equipment and cleaning products
- Perform services by approved scope and schedule
- Conduct quality control inspections
- Maintain insurance, compliance, and safety standards

City Responsibilities:

- Provide facility access and security authorization
- Supply consumable paper products (if applicable)
- Communicating special requirements or schedule changes
- Designate a primary point of contact

5. EQUIPMENT INVENTORY AND SPECIFICATION

AD Commercial Cleaning Services LLC utilizes professional-grade commercial cleaning equipment to ensure efficiency, consistency, and quality results across all facilities.

5.1 List of Equipment, Maintenance Status, and Age.

- Truck-Mounted Carpet Cleaning System (HydraMaster) – Well-maintained, operational
- Commercial Floor Machines (Koblenz) – Regularly serviced.
- Auto Scrubbers – Preventive maintenance schedule in place.
- Commercial Vacuums – Maintained and replaced as needed.
- Electrostatic Sprayers (Victory Innovations) – Actively deployed.
- Window Cleaning Systems (Unger Hydro Power Pure Water System) – Operational.

All equipment is maintained under a preventive maintenance program to ensure reliability and safety.

TAB D:

References

TAB D: REFERENCES

AD Commercial Cleaning Services, LLC respectfully submits the following references in support of RFP 26-017. These references represent a balanced portfolio of municipal, institutional, financial, and high-volume operational environments. Collectively, they demonstrate experience in public-facing facilities, municipal environments, high-traffic student-centered properties, and security-sensitive institutional operations. This portfolio reflects operational stability, compliance awareness, and the ability to perform within structured governmental service standards.

REFERENCE #1 – CITY OF BRYAN (MUNICIPAL FACILITY)

Facility: Larry J. Ringer Library – Bryan + College Station Public Library System

Reference Contact: Derika Bailey, MPA, MLS

Title: Ringer Branch Manager

Phone: 979-209-6349

Email: dbailey@bryantx.gov

Services Provided: Commercial Carpet Steam Cleaning; Exterior Pressure Washing

Facility Size: 28,000 sq. ft.

Environment: Public-access municipal facility with high daily foot traffic.

REFERENCE #2 – CITY OF COLLEGE STATION (MUNICIPAL OPERATIONAL SUPPORT)

Department: Capital Projects / Facilities

Reference Contact: Craig Dohnalik

Title: Facility Maintenance Manager

Phone: 979-764-3476

Email: cdohnalik@cstx.gov

Project Type: Operational Support – Janitorial Services for City Facilities & Northgate District

Scope: Field-level operational support, staffing coordination, familiarity with municipal standards, and direct experience within Northgate District service parameters.

Environment: Public municipal facilities requiring structured compliance and performance standards.

REFERENCE #3 – THE FIRST NATIONAL BANK OF CENTRAL TEXAS (INSTITUTIONAL FINANCIAL FACILITY)

Address: 4270 State Highway 6 S, College Station, TX 77845

Reference Contact: Bobby Williamson

Title: Senior Vice President

Direct Phone: 979-315-6111

Cell: 979-324-4732

Email: Bobby.Williamson@fnbct.bank

Services Provided: Full Janitorial Services, Office Cleaning, Restroom Sanitation, Floor Care Maintenance

Facility Size: 12,000+ sq. ft. expanding to approx. 20,000 sq. ft.

Contract Status: Current (5 years)

Environment: Public-facing financial institution requiring high security and professional standards.

REFERENCE #4 – HORIZON REALTY ADVISORS (LARGE-SCALE STUDENT HOUSING PORTFOLIO)

Properties: The Zone & The Enclave – College Station, TX

Reference Contact: Jacquelyn Burkeen

Title: Area Property Manager

Phone: 979-485-0516

Cell: 713-253-1519

Email: jackie@zoneatcollegestation.com

Services Provided: Janitorial Services, Make-Ready Cleaning, Amenity & Clubhouse Cleaning

Portfolio Size: Approx. 1,100 apartment homes / bed spaces

Environment: High-volume student housing operations with compressed turnover timelines.

REFERENCE #5 – AGGIE BSM (UNIVERSITY-AFFILIATED COMMUNITY FACILITY)

Address: 203 College Main, College Station, TX 77840

Reference Contact: Joel Bratcher

Title: Director, Baptist Student Ministry

Phone: 979-846-7722

Services Provided: Commercial Carpet Cleaning; Window Cleaning; Tile Floor Maintenance; Interior General Cleaning

Environment: Active student-centered facility with event-driven scheduling.

TAB E:

Miscellaneous

TAB E: MISCELLANEOUS

1. CERTIFICATIONS AND ACKNOWLEDGMENTS

1.1 Certification Form and Addendum Acknowledgment

AD Commercial Cleaning Services LLC certifies that all information submitted in this proposal is true, accurate, and complete to the best of our knowledge. We acknowledge receipt, review, and understanding of all RFP documents, forms, exhibits, and addenda issued by the City.

The company agrees to comply with all applicable local, state, and federal laws, regulations, and requirements associated with the performance of janitorial and custodial services.

1.2 Statement of Willingness to Sign Standard Form of Agreement.

AD Commercial Cleaning Services LLC hereby states its willingness and ability to execute the City's standard form of agreement without material exceptions, subject to final review and approval. We understand that the agreement is a condition of award and commitment to compliance with all contractual terms, service standards, and performance requirements.

1. QUALITY CONTROL PROGRAM (QCP)

AD Commercial Cleaning Services LLC maintains a formal Quality Control Program designed to ensure consistent service delivery, accountability, and continuous improvement across all City facilities.

2.1 Inspection System and Area Coverage.

Our inspection system is based on site-specific cleaning checklists aligned with the approved scope of work. Supervisors conduct routine inspections covering all service areas, including offices, restrooms, common areas, break rooms, and specialty spaces.

- Daily (spot checks)
- Weekly (full facility walkthroughs)
- Monthly (documented quality review)

2.2 Deficiency Identification and Corrective Action Protocols.

Any service deficiencies identified through inspections, City feedback, or employee reporting are documented and addressed immediately. Corrective actions include:

- Notification to on-site staff
- Re-cleaning or corrective service within the same shift when possible
- Supervisor follow-up inspection
- Documentation of corrective action

Repeated issues trigger retraining or staffing adjustments as necessary.

2.3 Communication Protocol with City FMM/Assistant Director.

AD Commercial Cleaning Services LLC maintains direct and professional communication with the City's Facilities Maintenance Manager (FMM) or Assistant Director.

Communication methods include:

- Designated single point of contact
- Email and phone communication for routine matters
- Immediate notification for urgent issues or emergencies
- Scheduled service review meetings as requested

2.4 Weekly/Monthly Supervision and Reporting Procedures.

Supervisors provide ongoing oversight through documented reports, including:

- Weekly inspection summaries
- Monthly quality control reports
- Attendance and staffing verification
- Equipment and supply status updates

Reports are available for City review upon request.

AD COMMERCIAL CLEANING SERVICES, LLC

QUALITY ASSURANCE & PERFORMANCE INSPECTION FORM

College Station, Texas

Score Rating Scale:

1 = Unacceptable | 2 = Needs Improvement | 3 = Satisfactory | 4 = Good | 5 = Excellent

Facility Name: _____

Location: _____

Inspection Date: _____ Start Time: _____ End Time: _____

Inspector Name: _____

Inspector Signature: _____

ENTRANCE / LOBBY / RECEPTION AREAS

Item	Rating (1-5)	Score	Remarks
Doors & Trim			
Glass & Windows			
Floors / Carpet			
Furniture / Displays			
Trash Receptacles			
High Dusting / Vents			
Section Total	Max: 30		

OFFICES / MEETING ROOMS

Item	Rating (1-5)	Score	Remarks
Doors & Trim			
Walls / Partitions			
Floors / Carpet			
Furniture / Desks			
Trash Removal			
Detail Cleaning (Edges / Corners)			
Section Total	Max: 30		

RESTROOMS

Item	Rating (1-5)	Score	Remarks
Toilets / Urinals Sanitized			
Sinks & Fixtures			
Mirrors			
Partitions & Doors			
Dispensers Stocked			
Floor Disinfected			
Trash Removed			
Section Total	Max: 35		

BREAKROOMS / KITCHEN AREAS

Item	Rating (1-5)	Score	Remarks
Countertops & Tables			
Cabinets			
Appliances Exterior			
Floors			
Trash			
Sink Area			
Section Total	Max: 30		

STAIRWELLS / ELEVATORS

Item	Rating (1-5)	Score	Remarks
Doors & Walls			
Handrails			
Floors / Steps			
Tracks Cleaned			
Corners / Edges			
Lighting			
Section Total	Max: 30		

JANITORIAL CLOSET & SAFETY COMPLIANCE

Item	Rating (1-5)	Score	Remarks
Chemical Labels Properly Marked			
MSDS / SDS Available			
Equipment Organized			
Closet Locked / Secure			
No Hazards Present			
Section Total	Max: 25		

OVERALL PERFORMANCE SUMMARY

Total Possible Points: 180

Total Points Earned: _____

Overall Score Percentage: _____ %

Overall Rating: _____

CORRECTIVE ACTION REQUIRED

Issue Identified: _____

Corrective Action Assigned To: _____

Correction Deadline: _____

Re-Inspection Date: _____

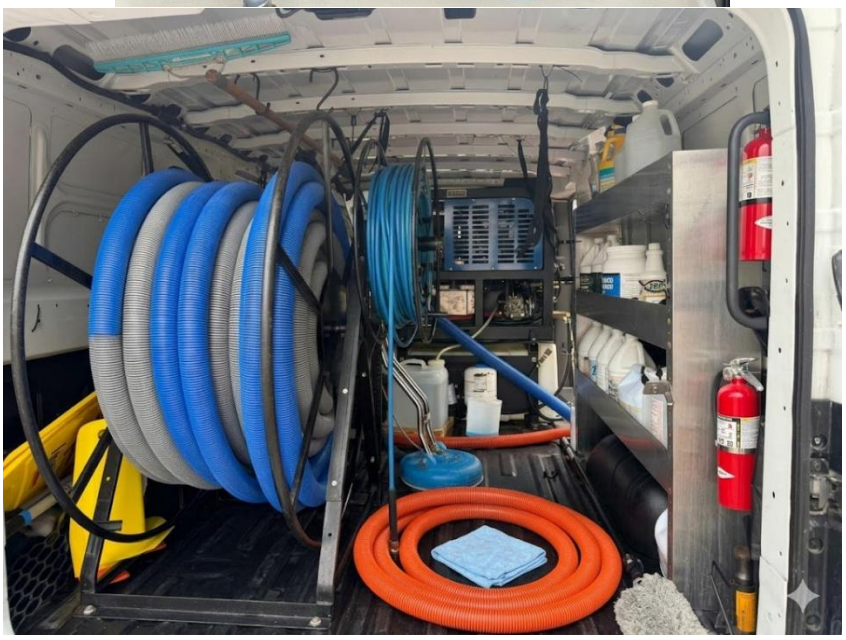
Follow-Up Completed: Yes / No

CLIENT ACKNOWLEDGMENT (OPTIONAL)

Client Representative Name: _____

Signature: _____ Date: _____

Truckmount Carpet Steam Cleaning, Tile & Grout Cleaning, and Pressure Washing System



3. EQUIPMENT LIST WITH AGE (DETAILED)

Equipment Type	Quantity	Year(s)	Primary Use	Condition	Notes
Auto Scrubber	2	2023	Large area floor cleaning	Excellent	Commercial grade
Low Speed Floor Machine (Buffer)	2	2023	Scrubbing / Floor prep	Excellent	Heavy duty
High Speed Burnisher	2	2025 (1) / 2022 (1)	Floor finishing	Excellent	Professional burnishing
Portable Carpet Extractor	1	2020	Carpet cleaning	Very Good	Hot water extraction
Truck Mount Carpet Cleaning Unit (HydroMaster Titan 425)	1	2021	Carpet & Tile/Grout Cleaning	Excellent	Mounted in 2021 Nissan NV with full extraction & pressure system
Nissan NV Commercial Van	1	2021	Mobile cleaning operations	Excellent	Fully equipped service vehicle
Pressure Washers	3	2025 (2) / 2024 (1)	Exterior & surface cleaning	Excellent	Commercial-grade units
Backpack Vacuums	14	2022 (5) / 2023 (4) / 2024 (5)	Daily janitorial vacuuming	Excellent	Lightweight commercial units
Air Movers	6	2022	Drying support & moisture control	Very Good	Professional drying units
Blower Machines	2	2024 (1) / 2025 (1)	Outdoor debris removal	Excellent	Commercial units
Wet & Dry Vacuums	2	2022	Water recovery & emergency cleanup	Very Good	Heavy duty
Pure Water Window Cleaning System (Anker HydroPower)	1	2022	Exterior window cleaning (up to 28 ft reach)	Excellent	Pure water filtration system
Portable Water Supply Pump System	1	2023	Pressure washing without direct water access	Excellent	Auxiliary pump system
Periodic Guarding System	1	2022	Floor protection & coating system	Excellent	Complete system set

3.1 Supplemental Operational Support Equipment

In addition to major equipment assets listed above, AD Commercial Cleaning Services maintains enough operational support tools necessary for daily service execution and contract compliance.

- Commercial mop buckets with wringer systems
- Rolling janitorial carts
- Trash collection barrels with wheels
- Microfiber mop systems and dust control tools
- Commercial brooms and floor sweep systems
- Wet floor safety signage
- Standardized janitorial supply kits for each assigned crew

All supplemental equipment is maintained in safe working conditions and replaced as necessary to ensure uninterrupted service delivery and safety compliance. All equipment and tools are subject to routine inspection and preventive maintenance to maintain operational readiness and contract performance standards.

4. PERSONNEL SECURITY AND SAFETY COMPLIANCE

4.1 Criminal History Background Check Procedures.

All employees assigned to City facilities undergo a criminal history background screening prior to assignment. Background checks are conducted in compliance with applicable laws and City requirements. Employees who do not meet security standards are not assigned to City or high-security facilities.

4.2 Uniform and Photo Identification Badge Policy.

All AD Commercial Cleaning Services LLC personnel are required to wear:

- Company-issued uniforms
- Visible photo identification badges
- Appropriate personal protective equipment (PPE)

Badges identify the employee's name and company affiliation and must be always worn while on City property.

4.3 Building Security and Key Management Protocols.

AD Commercial Cleaning Services LLC follows strict building security and key management procedures:

- Keys and access devices are logged and controlled
- No duplication of keys without authorization
- Immediate reporting of lost or compromised access devices
- Compliance with alarm and access procedures

4.4 Accident Prevention and Safe Work Practices.

The company maintains a comprehensive safety program focused on accident prevention and employee awareness. Safe work practices include:

- Proper chemical handling and labeling.
- Slipping, trip, and fall prevention.
- Equipment operation training.
- Use of PPE.
- Immediate reporting and documentation of incidents.

AGGIE BSM
BAPTIST STUDENT MINISTRY

February 24, 2026

To Whom It May Concern:

It is my pleasure to recommend AD Commercial Cleaning Services, LLC. Daniel Armas' company has done a great job providing cleaning services for the Baptist Student Ministry at Texas A&M University where I serve as director.

AD Commercial Cleaning has helped us with cleaning carpets, windows and tile floors. In every instance, their work has been superior. Daniel has always been very conscientious and engaged with his staff as they clean our building. He often works alongside his staff to ensure that things are done with excellence. The AD Commercial Cleaning staff shows up on time, are pleasant to work with and focus on the job at hand. I appreciate knowing that Daniel and his team are dependable, honest and committed to providing quality service. We will continue using AD Commercial Cleaning Services.

Sincerely,

Joel Bratcher

Joel Bratcher
Director, Baptist Student Ministry
Texas A&M University

203 College Main
College Station, Texas 77840
979-846-7722
www.aggiebsm.org

Joel Bratch
Direc
Rebecca Hernand
Associate Direc
Jeff Turr

The First National Bank
of Central Texas

To Whom It May Concern,

I am pleased to provide this letter of recommendation for AD Commercial Cleaning Services, owned and operated by Daniel Armas. Their team has been providing janitorial services to our bank for the past 5 years. We recently moved into our new branch location, where they are now cleaning over 12,000 sq. ft. and soon-to-be 20,000 sq. ft once our 2nd floor is finished out. They have consistently demonstrated exceptional quality, professionalism, and attention to detail.

We have been particularly impressed with their reliability and commitment to maintaining a clean, welcoming, and professional environment for both our staff and customers. Their attention to detail is evident in the cleanliness and overall appearance of our branch. Their consistent performance has made them a valued partner in supporting our operations.

Based on our experience, I confidently recommend AD Commercial Cleaning Services for Janitorial Services and other facility maintenance needs. They will be a great asset to any organization seeking dependable and high-quality cleaning services.

If you require any further information from me, please feel free to reach out.

Sincerely,

Bobby Williamson
Senior Vice President
The First National Bank of Central Texas
Direct: (979) 315-6111
Cell: (979) 324-4732
NMLS# 801476
Bobby.Williamson@fnbct.bank

HORIZON

601 Union Street, Suite 1401 | Seattle, WA 98101 P: 206.352.9500 F: 206.352.5364

To Whom It May Concern,

It is my pleasure to recommend Daniel Armas and AD Commercial Cleaning for commercial cleaning services. I currently serve as Area Property Manager for two large student housing communities in College Station, Texas, The Zone and The Enclave, and AD Commercial Cleaning provides services for both properties.

Collectively, our communities consist of approximately 1,100 apartment homes/bed spaces, along with leasing offices, clubhouses, fitness centers, and additional amenity spaces. Within a typical three-week cycle, AD Commercial Cleaning services all common areas and vacant apartment homes, ensuring each space is thoroughly cleaned and move-in ready.

Student housing presents a uniquely demanding environment. Turn timelines are compressed, expectations are high, and flexibility is essential. AD Commercial Cleaning consistently delivers reliable, detailed, and efficient service. The company understands the urgency of vacancy preparation, communicates proactively, and adjusts scheduling as needed during peak make-ready periods.

The quality of service in our offices and amenity spaces reflects professionalism and consistency. Cleanliness directly impacts resident satisfaction, tours, and leasing performance, and AD Commercial Cleaning plays an important role in maintaining those standards.

Beyond the quality of work, the company operates with integrity, dependability, and respect for both occupied and vacant spaces. We entrust AD Commercial Cleaning with access to offices, amenity areas, and apartment homes, and they have consistently demonstrated accountability and professionalism.

I confidently recommend AD Commercial Cleaning for additional contracts and would be happy to speak further regarding their performance at our communities.

Sincerely,

Jacquelyn Burkeen
Area Property Manager
The Zone & The Enclave
College Station, Texas

ISSA CMI
CLEANING MANAGEMENT INSTITUTE
ADVANCED

Daniel Armas

has successfully fulfilled the requirements as a

Advanced Certified Cleaning Technician

covering basic procedures in custodial/housekeeping operations set forth by the Cleaning Management Institute. This certification is hereby valid in **Advanced Cleaning of Hard Floor Surfaces, Advanced Cleaning of Carpeted Floor Surfaces, Advanced Cleaning of Above-Floor Surfaces, and Advanced Disinfection**, and has therefore earned 12.5 continuing education units under the standards set forth by Cleaning Management Institute.

This certification expires two years from December 10, 2025

John H. Garrett, ISSA Executive Director

Brant Insero, Chief Global Education Officer

ISSA CMI
CLEANING MANAGEMENT INSTITUTE
BASIC

Daniel Armas

has successfully fulfilled the requirements as a

Basic Certified Cleaning Technician

covering basic procedures in custodial/housekeeping operations set forth by the Cleaning Management Institute. This certification is hereby valid in **The Commercial Environment, Chemistry of Cleaning, Basic Cleaning of Above-Floor Surfaces, Basic Cleaning of Hard Floor Surfaces, Basic Cleaning of Carpeted Floor Surfaces, Basic Cleaning of Restroom and Shower Rooms, and Customer Service**, and 12.5 continuing education units have been awarded under the standards set forth by the Cleaning Management Institute.

This certification expires two years from December 8, 2025

John H. Garrett, ISSA Executive Director

Brant Insero, Chief Global Education Officer

CERTIFICATE OF ACCREDITATION

AD Commercial Cleaning Services

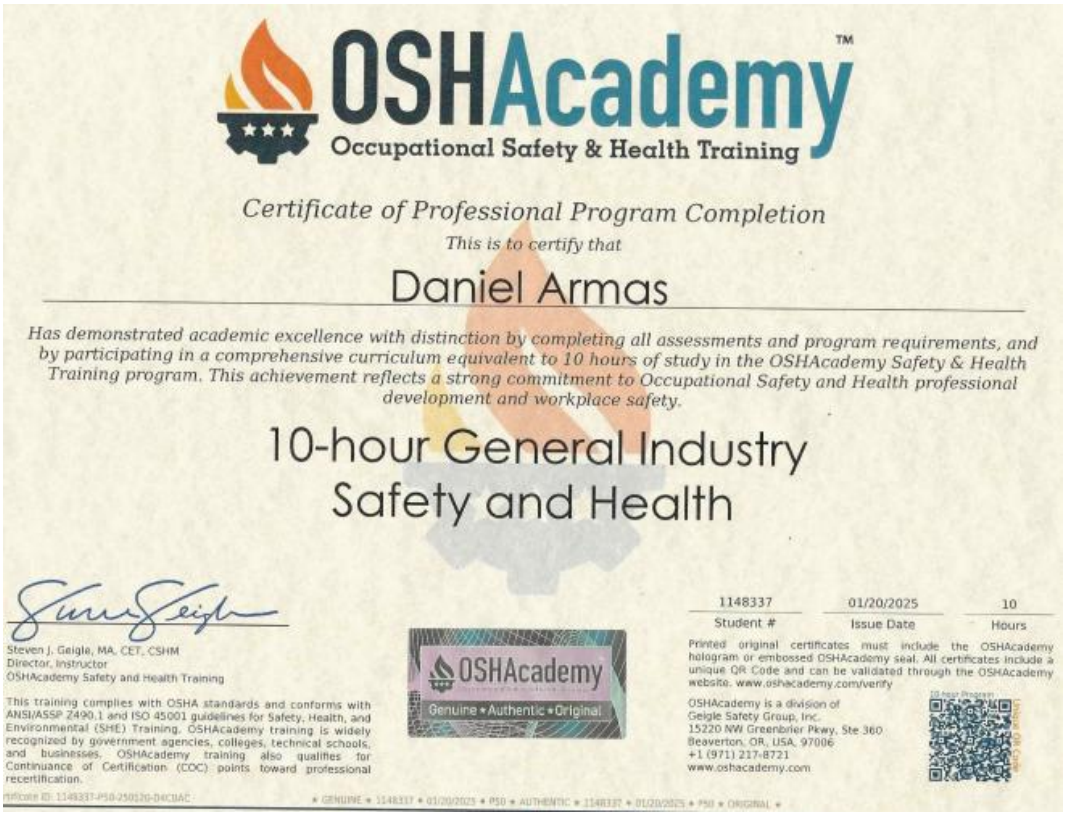
Commits to the BBB Standards of Trust

Build Trust
Honor Promises
Advertise Honestly
Be Responsive

BBB ACCREDITED BUSINESS

Tell the Truth
Be Transparent
Safeguard Privacy
Embody Integrity

Carrie Angell Hurt, *President and CEO*
Better Business Bureau serving the Heart of Texas



OSHAcademy™
Occupational Safety & Health Training

Certificate of Professional Program Completion

This is to certify that

Daniel Armas

Has demonstrated academic excellence with distinction by completing all assessments and program requirements, and by participating in a comprehensive curriculum equivalent to 10 hours of study in the OSHAcademy Safety & Health Training program. This achievement reflects a strong commitment to Occupational Safety and Health professional development and workplace safety.

10-hour General Industry Safety and Health

Steven J. Geigle, MA, CET, CSHM
Director, Instructor
OSHAcademy Safety and Health Training

This training complies with OSHA standards and conforms with ANSI/ASSP Z490.1 and ISO 45001 guidelines for Safety, Health, and Environmental (SHE) Training. OSHAcademy training is widely recognized by government agencies, colleges, technical schools, and businesses. OSHAcademy training also qualifies for Continuance of Certification (COC) points toward professional recertification.

OSHAcademy
Genuine • Authentic • Original

1148337	01/20/2025	10
Student #	Issue Date	Hours

Printed original certificates must include the OSHAcademy hologram or embossed OSHAcademy seal. All certificates include a unique QR Code and can be validated through the OSHAcademy website. www.oshacademy.com/verify

OSHAcademy is a division of
Geigle Safety Group, Inc.
15220 NW Greenbrier Pkwy, Ste 360
Beaverton, OR, USA, 97006
+1 (971) 217-8721
www.oshacademy.com

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: Daniel Armas Title: Owner / Managing Member

Typed Name: Daniel Armas Company Name: AD Commercial Cleaning Services LLC

Phone No.: 754-242-3314 Fax No.: N/A

Email: adcommercialservice@gmail.com

Vendor Address: 1800 Holleman Dr. # 813 College Station Texas 77840
P.O. Box or Street City State Zip

Remit Address: P.O.Box 11891 College Station Texas 77842
P.O. Box or Street City State Zip

Company is a publicly traded entity, including a wholly owned subsidiary of the business entity:
_____ Yes ___x_ No

Federal Tax ID No.: 87-3893680

DUNS No.: 069047901

Date: 03/4/2026

NOTE: This form and acknowledged addendums *(if applicable)* must be submitted with proposals under Tab E.

END OF RFP NO. 26-017

*****DO NOT MODIFY THIS FORM*****

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

City of College Station
1101 Texas Ave * College Station, TX 77840 * (979) 764-3555
www.cstx.gov

ADDENDUM NO. 1
RFP NO. 26-017

Date: February 25, 2026
To: All Interested Parties
From: Brandi Whittenton, Buyer II
Re: **RFP 26-017 Annual Agreement Janitorial Services for City Facilities and Northgate District**

The following information related to Request for Proposal No. 26-017 is hereby made as a part of the RFP Documents for the above referenced project as fully and as complete as though the same were included therein.

Reminders:
Questions and Inquiries about this request for proposals should be submitted in writing via the Q&A feature available through the Online Bidding System at Bidding Portal. The deadline for submitting written requests for clarification is **Thursday, February 26, 2026, at 2:00 p.m. CST.**

Submittals Dues: will be until **2:00 p.m. CST, Thursday, March 5, 2026,** after which time all qualified proposals will be opened via Microsoft Teams and summary prices read aloud. Proposals received after that time will be returned unopened.

Attachments

1. **Vendor Questions All Questions as of February 25, 2026.**
2. **Attachment B – City Facilities Service Schedule**
3. **Attachment F – City Facilities Rate Sheet**
4. **20-049 Tabulation**

Please acknowledge receipt of this addendum with signature on the certification form. Failure to do so may cause your proposal to be considered non-responsive.

Question	Answer
What is the value of the current contract for these services?	The current value for these services is $225,000.00
Is the scope of work on this project the same as the current contract? If not, how is it different?	The difference in the new RFP and the previous is that City Hall is not a daily clean.
Are the custodians working on this contract members of a union? If so, which union?	No, this is not a union contract
Please confirm the unit pricing for "As Needed additional Services cost (Flat rate Cost)" for the Northgate Area. Is this a cost/hour for services or a cost per individual occurrence for each item?	This is the cost for the individual occurrence (ie adding an additional bench/table) flat rate of that cost.
What is the contract start date for this project?	The current contract expires in April 2026
Does the City of College Station have their own, specific or created, bond forms that we will use for the project? If so, please provide.	Yes, the bond will be part of the contract
Are there any automatic increases or extensions on the bond/project? I.E. Can time be extended, or additional costs added, without an approval process on the part of the contractor or the Surety Company.	Any increase will require a change order and a rider for the bond.
What is the replacement timeline/clause if the contractor needs to have another bond issued?	The bond must be good for the length of the service.
Will the City exclude all required forms (e.g. price sheets, form 1295, bid summary form, resumes etc.) from the page count/limitations?	The will exclude the bid summary form and pricing sheet from the page limit of 50 pages. All others will not be excluded from the page count
Are Day Porter services required for this contract? If yes, which locations require Day Porter service and for how many hours per day at each location?	There are no day porter services required.There is a requirement some building that must be cleaned during buiness hours
which one of the buildings requires 3 janitors on site at all times?	This contract will not have janitors on site at all time
RFP 26-014 – Clarification “Please confirm the correct bid number for this solicitation. The notes reference Bid No. 26-017 — are these two different solicitations?”	the Solicitation number is 26-017
“For Tab D – References, the RFP states that three governmental agency references are required. Will the City consider comparable large-scale commercial or institutional projects of similar size, complexity, and security requirements in lieu of governmental agency references?”	Yes, as long as the comparable reference is of the same complexity, size and security requirements.
“Please advise whether payment under this contract may be issued via virtual credit card. If so, is there an option to decline this method due to associated processing fees?”	The city's perferred method of payment is any electronic form.
Additional Service Areas – Clarification “Please confirm whether the square footage for the following services can be provided: • Spray buff • Strip & refinish vinyl floors • Scrub tile floors • Interior windows • Shampoo carpet • Exterior windows”	All facilities has the square footage provided please review attachment B for square footage.

IL Texas Square Footage	9815 sqft. Carpet, 131 sqft. VCT, 1700 sqft.Tile, 16,740 sqft. Pvc plank flooring. (see updated Attachment B)
Tabulation from last Janitorial RFP	attached to this addendum
Public Work Shop /wash station	Nothing in the Public Work Shop gets cleaned.
Southwood Community Center, 1520 Rock Prairie Rd	There is no carpet in this facility.
Lincoln Center Building A and Building B	Will require quarterly services as listed in the specification. (see updated City Facility rate sheet)
Contractors responsibility to provide the following items in the Northgate Area only	"Northgate Public Restroom Facilities (1) Quality Control - The Contractor must develop and implement a system of regular inspections to maintain quality control. An inspection should involve a check of all toilets and urinals for visible contamination and/or malfunctions, including flushing those that need it, sweeping of the floors to remove trash and litter, cleaning countertops and sinks, walls, stall doors and partitions, the electric hand dryers, removing cobwebs, and the supply and utilize deodorizer for the men's urinals, as well as supply and replace/refill the toilet paper and soap dispensers on a daily basis (in the morning after cleaning)."
Pressure washing in the Northgate Area	Appropriately remove and pressure wash down all bird excrement to both Promenade areas and Pedestrian mall, to include all walkways and structural content as outlined on map. The Patricia Street Promenade shall be pressure-washed year-round. The 2nd St. Promenade and College Main Pedestrian Mall shall be pressure washed twice a year. This shall take place over the Texas A&M Christmas break and at the end of July. All wash down shall begin at the point of origin and continue to street curb gutter. If vomit is observed in the City surface lot, contractors shall rinse down or pressure wash vomit. Also, any standing water from pressure washing shall be dispersed. The use of detergents is prohibited for this maintenance. (Refer to Activity Schedule).
Who is the current vendor	Andrew Building Services
Who is the current vendor and what is the annual total cost for services	Andrew Building Services and $225,000.00
When will the bid tabulation from last contract be available	It is attached to this addendum.

ATTACHMENT B

City Facilities Service Schedule by Building

1. **City Hall**, 1101 Texas Avenue

a. Hours of Service: Friday – Sunday after 6:00 PM
b. Approximate Total Square Footage: 79,923
    i. Carpet tile: 62,000
    ii. LVT: 10,880
    iii. Ceramic Tile: 6500
c. Services to include:
    i. Semi-Annual Tasks as specified
    ii. As Needed Disinfectant

2. **Visit College Station**, 1207 Texas Ave (Office Space)

a. Hours of Service: Monday –Friday after 5:30 PM (not including specified City Events)
b. Approximate Total Square Footage:12,870,
    i. carpets, 5,520
    ii. PVC rubber flooring, 500
    ii. tile and concrete 7,350
c. Services to include:
    i. Daily Tasks as specified
    ii. Weekly Tasks as specified
    iii. Monthly Tasks as specified
    iv. Quarterly Tasks as specified
    v. Semi Annual Task as specified
    vi. As Needed Disinfectant

3. **Meyer Senior & Community Center**, 2275 Dartmouth

a. Hours of Service: Monday – Friday after 5:30 PM
b. Approximate Total Square Footage: 4,250
    i. Carpet: 1,800
    ii. Vinyl/PVC: 1,150
    iii. Ceramic Tile: 1,300
c. Services to include:
    i. Daily Tasks as specified
    ii. Weekly Tasks as specified
    iii. Monthly Tasks as specified
    iv. Quarterly Tasks as specified
    v. Semi-Annual Tasks as specified
    vi. As Needed Disinfectant

4. **Central Park Office**, 1000 Krenek Tap Road,

a. Hours of Service: Monday – Friday after 5:30 PM
b. Approximate Total Square Footage: 5,860
    i. Carpet: 5,100
    ii. Ceramic Tile: 760
c. Services to include:
    i. Daily Tasks as specified
    ii. Weekly Tasks as specified
    iii. Monthly Tasks as specified
    iv. Quarterly Tasks as specified
    v. Semi-Annual Tasks as specified
    vi. As Needed Disinfectant

5. **Utility Customer Service**, 310 Krenek Tap Road
    a. Hours of Service: Friday-Sunday after 5:30 PM
    b. Approximate Total Square Footage: 6,700
        i. Carpet: 3,970
        ii. Vinyl/PVC:
        iii. Ceramic Tile: 2730
    c. Services to include:
        i. Daily Tasks as specified
        ii. Weekly Tasks as specified
        iii. Monthly Tasks as specified
        iv. Quarterly Tasks as specified
        v. Semi-Annual Tasks as specified
        vi. As Needed Disinfectant

*The square footage is what is being used at this time not the whole building.

6. **Municipal Court Building**, 300 Krenek Tap
    a. Hours of Service: Monday – Friday after 5:30 PM
    b. Approximate Total Square Footage: 24,540, upper and lower floors
        i. Carpet: 19,800
        ii. Ceramic Tile: 2,325
    c. Services to include:
        i. Daily Tasks as specified
        ii. Weekly Tasks as specified
        iii. Monthly Tasks as specified
        iv. Quarterly Tasks as specified
        v. Semi-Annual Tasks as specified
        vi. As Needed Disinfectant

7. **Public Works Operations Center**, 300 William King Cole
    a. Hours of Service: Monday – Friday after 5:30 PM
    b. Approximate Total Square Footage: 7,770
        i. Carpet: 1,160
        ii. Vinyl/PVC: 4,285
        iii. Ceramic Tile: 2,325
    c. Services to include:
        i. Daily Tasks as specified
        ii. Weekly Tasks as specified
        iii. Monthly Tasks as specified
        iv. Quarterly Tasks as specified
        v. Semi-Annual Tasks as specified
        vi. As Needed Disinfectant

8. Facility Maintenance 302 William King Cole Dr.

a. Hours of Service: Monday –Friday after 5:30 PM (not including specified City Holidays)
b. Approximate Total Square Footage: 3,025
    i. Carpet , 0
    ii. PVC rubber flooring, 2800
    ii. 200 tiles and concrete
c. Services to include:
    i. Daily Tasks as specified
    ii. Weekly Tasks as specified
    iii. Monthly Tasks as specified
    iv. Quarterly Tasks as specified
    v. Semi Annual Task as specified
    vi. As Needed Disinfectant

9. Lincoln Center, Building A 1000 Eleanor

a. Hours of Service: 7 Days a week, after 9:00 PM (not including specified City Holidays) (Some modifications may be needed for after-hours activities)
b. Approximate Total Square Footage: 9,400
    i. Ceramic Tile and VCT: 9,400
c. Services to include:
    i. Daily Tasks as specified
    ii. Weekly Tasks as specified
    iii. Monthly Tasks as specified
    iv. Quarterly Task as specified
    v. Semi Annual Task as specified
    vi. As Needed Disinfectant

10. Lincoln Center Building B, 1000 Eleanor

a. Hours of Service: 7 Days a week, after 9:00 PM (not including specified City Holidays) (Some modifications may be needed for after-hours activities)
b. Approximate Total Square Footage: 5,500
    i. Ceramic Tile and VCT: 4,500
    ii. Rubber Flooring: 1,000
c. Services to include:
    i. Daily Tasks as specified
    ii. Weekly Tasks as specified
    iii. Monthly Tasks as specified
    iv. Quarterly Task as specified
    v. Semi Annual Task as specified
    vi. As Needed Disinfectant

11. Carter Creek Wastewater Main Building, 2200 North Forest Parkway

a. Hours of Service: Monday – Friday between 7:00 AM and 3:30 PM
b. Approximate Total Square Footage: 8,200
    i. Carpet: 2,050
    ii. Vinyl/PVC: 3,650
    iii. Concrete: 2,290
    iv. Ceramic Tile: 2,500
c. Services to include:
    i. Daily Tasks as specified
    ii. Weekly Tasks as specified
    iii. Monthly Tasks as specified
    iv. Quarterly Tasks as specified
    v. Semi-Annual Tasks as specified
    vi. As Needed Disinfectant

11.1 Maintenance Office

a. Hours of Service: Monday – Friday between 7:00 AM and 3:30 PM
b. Approximate Total Square Footage:1025
    i. VCT:1025
c. Services to include:
    ii. Daily Tasks as specified
    iii. Weekly Tasks as specified
    iv. Monthly Tasks as specified
    v. Quarterly Tasks as specified
    vi. Semi-Annual Tasks as specified
    vii. As Needed Disinfectant

11.2 Plant Superintendent Office

a. Hours of Service: Monday – Friday between 7:00 AM and 3:30 PM
b. Approximate Total Square Footage:1131
    i. vinyl: 1131
c. Services to include:
    i. Daily Tasks as specified
    ii. Weekly Tasks as specified
    iii. Monthly Tasks as specified
    iv. Quarterly Tasks as specified
    v. Semi-Annual Tasks as specified
    vi. As Needed Disinfectant

12. Carter Creek Wastewater Lab, 2200 N. Forest Parkway

a. Hours of Service: Monday – Friday between 7:00 AM and 3:30 PM
b. Approximate Total Square Footage: 2,250
    viii. Ceramic Tile: 2,250
c. Services to include:
    ix. Daily Tasks as specified (Monday – Friday, between 7:00 AM and 3:30 PM)
    x. Weekly Tasks as specified
    xi. Monthly Tasks as specified
    xii. Quarterly Tasks as specified
    xiii. As Needed Disinfectant

13. Dowling Road Water Production, 401 N. Dowling Rd

a. Hours of Service: 2 Days a week between 7:00 AM and 3:30 PM
b. Approximate Total Square Footage: 1,300
   xiv. Ceramic Tile: 1,300
c. Services to include:
   xv. Daily Tasks as specified
   xvi. Weekly Tasks as specified
   xvii. Monthly Tasks as specified
   xviii. Quarterly Tasks as specified
   xix. As Needed Disinfectant

14. College Station Utilities, 1601 Graham Road

a. Hours of Service: Monday – Friday after 5:30 PM
b. Approximate Total Square Footage: 17,900
   xx. Carpet: 11,400
   xxi. Vinyl/PVC: 2,100
   xxii. Ceramic Tile: 4,400
c. Services to include:
   xxiii. Daily Tasks as specified
   xxiv. Weekly Tasks as specified
   xxv. Monthly Tasks as specified
   xxvi. Quarterly Tasks as specified
   xxvii. Semi-Annual Tasks as specified
   xxviii. As Needed Disinfectant

14.1 Electrical outbuilding,

a. Hours of Service: Monday- Friday after 5:30 PM
b. approximate Total Square Footage: 1680
   i. Carpet 1440
   ii. VCT 240
a. Services to include:
   xxix. Daily Tasks as specified
   xxx. Weekly Tasks as specified
   xxxi. Monthly Tasks as specified
   xxxii. Quarterly Tasks as specified
   xxxiii. Semi-Annual Tasks as specified
   xxxiv. As Needed Disinfectant

14.2 Water out building,

a. Hours of service: Monday- Friday after 5:30PM
b. Approximate Total Square Footage: 1200
   i. VCT 1200
b. Services to include:
   xxxv. Daily Tasks as specified
   xxxvi. Weekly Tasks as specified
   xxxvii. Monthly Tasks as specified
   xxxviii. Quarterly Tasks as specified
   xxxix. Semi-Annual Tasks as specified
   xl. As Needed Disinfectant

15. College Station Meeting and Training Facility, 1601 Graham Road

a. Hours of Service: Monday – Friday after 5:30 PM
b. Approximate Total Square Footage: 6,070
   xli. Carpet: 5,460
   xlii. Ceramic Tile: 610
c. Services to include:
   xliii. Daily Tasks as specified
   xliv. Weekly Tasks as specified
   xlv. Monthly Tasks as specified
   xlvi. Quarterly Tasks as specified
   xlvii. Semi-Annual Tasks as specified
   xlviii. As Needed Disinfectant

16. Utility Dispatch, 1601 Graham Rd

a. Hours of Service: Monday – Friday after 5:30 PM
b. Approximate Total Square Footage: 1,950
   xlix. Carpet: 1,500
   l. Ceramic Tile: 450
c. Services to include:
   li. Daily Tasks as specified
   lii. Weekly Tasks as specified
   liii. Monthly Tasks as specified
   liv. Quarterly Tasks as specified
   lv. Semi-Annual Tasks as specified
   lvi. As Needed Disinfectant

17. Lick Creek Wastewater, 14802 Rock Prairie Rd

a. Hours of Service: 2 Days a week between 7:00 AM and 3:30 PM
b. Approximate Total Square Footage: 710
   lvii. Carpet: 360
   lviii. Ceramic Tile: 350
c. Services to include:
   lix. Daily Tasks as specified
   lx. Weekly Tasks as specified
   lxi. Monthly Tasks as specified
   lxii. Quarterly Tasks as specified
   lxiii. As Needed Disinfectant

18. ILT location, 2613 Texas Ave.

a. Hours of Service: Monday – Friday after 5:30 PM
b. Approximate Total Square Footage: 28,386
   lxiv. Carpet: 9815
   lxv. VCT 131
   lxvi. Ceramic Tile 1700
   lxvii. Vinyl/PVC 16740
c. Services to include:
   lxviii. Daily Tasks as specified
   lxix. Weekly Tasks as specified
   lxx. Monthly Tasks as specified
   lxxi. Quarterly Tasks as specified
   lxxii. Semi-Annual Tasks as specified
   lxxiii. As Needed Disinfectant

19. Southwood Community Center, 1520 Rock Prairie Rd

d. Hours of Service: 7 Days a week, after 5:30 PM (not including specified City Holidays)
e. Approximate Total Square Footage: 3,550
    i. Vinyl/PVC: 3,550
f. Services to include:
    i. Daily Tasks as specified
    ii. Weekly Tasks as specified
    iii. Monthly Tasks as specified
    iv. Quarterly Tasks as specified
    v. Semi-Annual Tasks as specified
    vi. As Needed Disinfectant

.

ATTACHMENT F

Rate Schedules

CITY FACILITIES

	Cost Per Service	Estimated Annual Number of Services	Final Annual Service Cost
City Hall			
Semi-Annual Tasks		2	$ -
		Total Annual Cost	$ -
Visit College Station			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Semi-Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -
Meyer Senior & Community Center			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Semi-Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -
Central Park Office			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Semi-Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -

ATTACHMENT F

Rate Schedules

CITY FACILITIES

	Cost Per Service	Estimated Annual Number of Services	Final Annual Service Cost
Utility Customer Service			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Semi-Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -
Municipal Court Building			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Semi-Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -
Public Works Operations Center			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Semi-Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -
Facility Maintenance			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Semi-Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -

ATTACHMENT F

Rate Schedules

CITY FACILITIES

	Cost Per Service	Estimated Annual Number of Services	Final Annual Service Cost
Lincoln Center Building A			
Daily Tasks		355	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Semi- Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -
Lincoln Center Building B			
Daily Tasks		355	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Semi- Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -
Carter Creek Waste Water Treatment Plant (CCWWTP) Main Building			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Semi-Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -
CCWWTP Maintenance Office			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Semi-Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -

ATTACHMENT F

Rate Schedules

CITY FACILITIES

	Cost Per Service	Estimated Annual Number of Services	Final Annual Service Cost
CCWWTP Plant Superintendent Office			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Semi-Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -
Carter Creek Waste Water Lab			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -
Dowling Water Productions			
Daily Tasks		104	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -
Southwood Community Center			
Daily Tasks		355	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Semi-Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -

ATTACHMENT F

Rate Schedules

CITY FACILITIES

	Cost Per Service	Estimated Annual Number of Services	Final Annual Service Cost
College Station Utilities			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Monthly Tasks-Enviromental Trailer		12	$ -
Quarterly Tasks		4	$ -
Semi-Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -
College Station Utilities Electrical Outbuilding			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Monthly Tasks-Enviromental Trailer		12	$ -
Quarterly Tasks		4	$ -
Semi-Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -
College Station Utilities Water Outbuilding			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Monthly Tasks-Enviromental Trailer		12	$ -
Quarterly Tasks		4	$ -
Semi-Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -
College Station Meeting and Training Facility			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Semi-Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -

ATTACHMENT F

Rate Schedules

CITY FACILITIES

	Cost Per Service	Estimated Annual Number of Services	Final Annual Service Cost
Utility Dispatch			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Semi-Annual Tasks		2	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -
Lick Creek Waste Water			
Daily Tasks		104	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -
IL Texas			
Daily Tasks		250	$ -
Weekly Tasks		52	$ -
Monthly Tasks		12	$ -
Quarterly Tasks		4	$ -
Disinfectant (as needed)			$ -
		Total Annual Cost	$ -

ANNUAL FACILITIES GRAND TOTAL	

Monthly Invoices will be calculated using the Annual Totals of the Daily, Weekly and Monthly Tasks for each facility, adding them together and then dividing by 12. Quarterly and Semi-Annual Tasks will be billed separately as they are performed.

CONTRACT ADJUSTMENTS

Building(s) owned by the City not listed herein, or building(s) acquired during the original contract term and any subsequent renewal will be added as a change order to this contract pursuant to the rates provided below:

Additional Space per Square Foot

Daily Tasks _____ per Sq Ft
Weekly Tasks _____ per Sq Ft

Monthly Tasks _____ per Sq Ft
Quarterly Tasks _____ per Sq Ft
Annual Tasks _____ per Sq Ft

ATTACHMENT F

Rate Schedules

CITY FACILITIES

Cost Per Service	Estimated Annual Number of Services	Final Annual Service Cost

EXTRA STAFF HOURS

From time to time the City may require Contractor to perform tasks, which are non-cleaning oriented or which are cleaning functions, that are excluded from the task schedule.

Extra staff hour rate shall include all labor, equipment supplies, overhead and profit on an hourly basis.

Any additional hours shall be billed separately from the monthly invoice as they may occur.

Hourly Rate for non-emergency additional staff hours _____

In addition to extra staff hours, the City may occasionally require emergency on –call response. If called, successful contractor shall be required to respond within 4 hours.

Hourly Rate for Emergeny additional staff hours _____

City of College Station - Purchasing Division
Bid Summary for #15-048
"Annual Janitorial Services for
City Facilities and Northgate District"
Open Date: Thursday, October 8, 2020 @ 2:00 p.m.

	Acciona	AD Commerical Cleaning Services, LLC	All-C LLC	Allied Universal	American Facilitiey Services, Inc.	Andrew's Building Service, Inc.	BSQuare Distribution	Crystal Clear Cleaning, LLC	Garcia Cleaning Service	Howell Service Corporation	Kleen-Tech	Service First Janitorial
Base Bid	$ 615,095.23	$ 211,170.95	$ 373,266.06	$ 516,990.99	$ 881,571.36	$ 253,476.36	$ 345,346.75	$ 328,826.75	$ 182,359.00	$ 525,356.00	$ 682,424.57	$ 281,034.16
Bid Certification	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Addendums Acknowledged	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

April 23, 2026
Item No. 7.3.
M27 Services LLC Franchise Agreement 2nd Reading

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with M27 Services LLC 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 granting M27 Services LLC 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 M27 Services LLC 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 land filled quarterly but are not required to disclose specific sites that are utilizing recycling services. The term of this agreement is five years.

Counting M27 Services LLC, the city has a total of eighteen (18) franchised haulers. This list can be found on the city’s website under Public Works.

Budget & Financial Summary: N/A

Attachments:
1. M27 Franchise Agreement Ordinance

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 26300452 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Franchise Collections Agreement

Name of Contractor: M27 Services, LLC

CONTRACT TOTAL VALUE: $ N/A

Grant Funded Yes ☐ No ■
If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ☐ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ■ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ■ N/A
Buy America Required ☐ Yes ☐ No ■ N/A
Transparency Report ☐ Yes ☐ No ■ N/A

☐ **NEW CONTRACT** ☐ **RENEWAL #** 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 April 9th and April 23rd

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 4/9/26 & 4/23/26 **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

Emily Fisher
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — 3/23/2026 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, M27 SERVICES LLC, 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,

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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 (20^{th}) 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 (20^{th}) 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 BVSWMA, 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	M27 Services, LLC
Attn: Stacy Ewing	Attn: Amanda Myers
PO BOX 9960	7733 S FM 2038
College Station, TX 77842	Bryan, TX 77808
sewing@cstx.gov	office@m27services.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 9th day of April, 2026.

b. Second Consideration & Approval on the 23rd day of April, 2026.

M27 SERVICES, LLC

By: Amanda Myers

Printed Name: Amanda Myers

Title: **Owner/Member**

Date: 3/23/2026

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 **SEE BELOW**, 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

Pricing below includes 3 tons and rental up to 14 calendar days
20 Yard - $450
30 Yard - $500
40 Yard - $550
Free Delivery within 50 Mile Radius of our O□ice address
Delivery Fee past 50 Miles - $50
Price per ton after 3 tons - $38/ton
Price per day after 14 days - $8/day

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): 3/13/2026

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
HUB International Insurance Services
1111 Briarcrest Drive
Bryan TX 77802

License#: BR-767175

CONTACT NAME: Dede Mora
PHONE (A/C, No, Ext): 979-314-0796 **FAX (A/C, No):**
E-MAIL ADDRESS: Dede.DelgadoMora@HUBInternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mid-Continent Casualty Company	23418
INSURER B : Oklahoma Surety Company	23426
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
M27 Services LLC
7733 S FM 2038
Bryan TX 77808-9525
M27SERV-01

COVERAGES **CERTIFICATE NUMBER:** 1245454258 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		04-GL-001154863	1/21/2026	1/21/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		06-CA-002872566	1/21/2026	1/21/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002140582	2/2/2026	2/2/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

Amanda Myers is excluded from coverage on the Workers Compensation policy.

CERTIFICATE HOLDER

City of College Station
PO Box 9960
College Station TX 77842-9960

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
City of College Station

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by your performance of "your work" for that insured. However:

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

   B. If coverage provided to the additional insured is required by written “insured contract”, the insurance afforded to such additional insured will not be broader than that which you are required by the written “insured contract” to provide for such additional insured.

2. With respect to **1.** above the following additional provisions apply:

   4. Other Insurance

   The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to the insured unless the other insurance is provided by a contractor other than the above named additional insured. We shall be considered as excess insurance of any other insurance provided by a contractor other than the above named additional insured.

   This amendment applies only when you have agreed by written "insured contract" to designate the person or organization listed above as an additional insured subject to all provisions and limitations of this policy.

All other conditions remain unchanged.

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ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

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

Endorsement Effective **03/02/2026** Policy Number **06-CA-002872566**

Named Insured **M27 SERVICES LLC** Countersigned by _____

(Authorized Representative)

The provisions and exclusions that apply to LIABILITY COVERAGE also apply to this endorsement.

City of College Station

(Enter Name and Address of Additional Insured.)

Is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

The additional insured is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.

You are authorized to act for the additional insured in all matters pertaining to this insurance.

We will mail the additional insured notice of any cancellation of this policy. If the cancellation is by us, we will give ten days notice to the additional Insured.

The additional Insured will retain any right of recovery as a claimant under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS OR MATERIAL CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY AND ENVIRONMENTAL DAMAGE COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

SCHEDULE

1. **Name:** **City of College Station**

2. **Address:** **PO Box 9960**
College Station TX 77842

3. **Number of days advance notice:** **30**

The following conditions are added to the policy:

1. If we cancel this policy, for any reason other than non-payment of premium, we agree to mail prior written notice not less than the number of days shown in the schedule to the entity shown in the schedule.
2. If there is a material change that reduces or restricts the insurance afforded, we agree to mail prior written notice not less than the number of days shown in the schedule to the entity shown in the schedule.
3. We will not notify the entity shown in the schedule if the cancellation or material change that reduces or restricts insurance is at your request.
4. Our failure to notify the entity shown in the schedule does not invalidate cancellation as respects you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS OR MATERIAL CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY AND ENVIRONMENTAL DAMAGE COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

SCHEDULE

1. **Name:** **City of College Station**

2. **Address:** **PO Box 9960**
College Station TX 77842

3. **Number of days advance notice:** **30**

The following conditions are added to the policy:

1. If we cancel this policy, for any reason other than non-payment of premium, we agree to mail prior written notice not less than the number of days shown in the schedule to the entity shown in the schedule.
2. If there is a material change that reduces or restricts the insurance afforded, we agree to mail prior written notice not less than the number of days shown in the schedule to the entity shown in the schedule.
3. We will not notify the entity shown in the schedule if the cancellation or material change that reduces or restricts insurance is at your request.
4. Our failure to notify the entity shown in the schedule does not invalidate cancellation as respects you.

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TexasMutual®

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 06 01
Agent copy

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice:	30
2. Notice will be mailed to:	City of College Station PO Box 9960 College Station, TX 77842 US

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 2/27/26 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002140582 of Texas Mutual Insurance Company effective on 2/2/26 Endorsement no. 1

Issued to: M27 Services LLC

Premium change: $0.00 This is not a bill

NCCI Carrier Code: 29939

Jeanette Ward

Authorized representative

2/27/26

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contract or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

© Insurance Services Office, Inc., 2022

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

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

Endorsement Effective: **01/21/2026** Policy Number **06-CA-002872566**
Named Insured **M27 SERVICES LLC** Countersigned by _____
(Authorized Representative

The provisions and exclusions that apply to LIABILITY COVERAGE also apply to this endorsement.

Any person or organization for whom the named insured has agreed by written "insured contract" to designate as an additional insured subject to all provisions and limitations of this policy.
(Enter Name and Address of Additional Insured.)

Is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

The additional Insured is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.

You are authorized to act for the additional insured in all matters pertaining to this insurance.

The additional Insured will retain any right of recovery as a claimant under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

Any person or organization for whom the named insured is operating under a written "insured contract" when such contract requires a waiver of transfer of rights of recovery against others.

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

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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization for whom the named insured has agreed by written "insured contract" to designate as an additional insured subject to all provisions and limitations of this policy.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by your performance of ongoing operations for that insured. 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 written "insured contract", the insurance afforded to such additional insured will not be broader than that which you are required by the written "insured contract" to provide for such additional insured.

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TexasMutual®

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

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: 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 2/2/26 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002140582 of Texas Mutual Insurance Company effective on 2/2/26

Issued to: M27 Services LLC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

2/2/26

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

OKLAHOMA SURETY COMPANY

100 S CINCINNATI AVE SUITE 500 TULSA OK 74103

COMMERCIAL AUTO

GENERAL CHANGE ENDORSEMENT

Policy No. 06-CA-002872566

Named Insured and Mailing Address	Agency and Mailing Address	
M27 SERVICES LLC 7733 S FM 2038 BRYAN TX 77808	ANCO INS - HUB INTERNATIONAL P O BOX 3889 BRYAN TX 77802	42-0218

POLICY PERIOD: From **01/21/2026** to **01/21/2027** at 12:01 A.M. Standard Time at your mailing address shown above.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements, or declarations of the undermentioned Policy other than as stated below.

ENDORSEMENT NO: 004

EFFECTIVE 02/27/2026 THIS POLICY IS AMENDED AS SHOWN

Adding Form:
MI 9006 05 19 Amendment of Cancellation Prov

Adding Notice of Cancellation, under form # MI 9006 , in favor of:
Name - City of College Station
Address - PO Box 9960
Address City - College Station
Address State - TX
Address ZIP - 77842
Number of Days Advance Notice - 30

Pro-Rata: .898630

NO CHANGE IN PREMIUM:

FORMS AND ENDORSEMENTS
APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THIS TIME:
MI9058(09/04) MI9006(05/19)

Countersigned at: **BRYAN TX** Date: **03/10/2026** By _____
Authorized Representative

BUSINESS AUTO DECLARATIONS
SCHEDULE OF AUTOS

ITEM THREE – Schedule Of Covered Autos You Own

Covered Auto Description			Classification				
Veh No.	Year/Make/Model	VIN/Serial Number	City	St	Radius	Class Code	Original Cost New
M001	2017 INTERNATIONAL 7600	1HTGSSNT7HH441941		TX	Local	40199	$ 159640
M002	2012 MACK GU813 X-HEAVY	1M2AX13C6CM014618		TX	Local	50199	$ 115394

Coverages – Premiums And Deductibles						
Veh No.	Covered Auto Liability Premium	Uninsured Motorists Premium	Underinsured Motorists Premium	Personal Injury Protection Premium	Added Personal Injury Protection Premium	Auto Medical Payments Premium
M001	$ 3749	$ 181		$ 6		
M002	$ 4011	$ 181		$ 6		

Coverages – Premiums And Deductibles							
Veh No.	Other Than Collision			Collision		Towing and Labor Premium	Unit Total
	Coverage	Deductible	Premium	Deductible	Premium		
M001	Comprehensive	$ 3000	$ 606	$ 3000	$ 901		$ 5443
M002	Comprehensive	$ 3000	$ 339	$ 3000	$ 585		$ 5122

Veh No.	Loss Payee Except For Towing and Labor, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss
M001	
M002	

A=Added M=Modified D=Deleted

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS OR MATERIAL CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY AND ENVIRONMENTAL DAMAGE COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

SCHEDULE

1. **Name:** **City of College Station**

2. **Address:** **PO Box 9960**
College Station TX 77842

3. **Number of days advance notice:** **30**

The following conditions are added to the policy:

1. If we cancel this policy, for any reason other than non-payment of premium, we agree to mail prior written notice not less than the number of days shown in the schedule to the entity shown in the schedule.
2. If there is a material change that reduces or restricts the insurance afforded, we agree to mail prior written notice not less than the number of days shown in the schedule to the entity shown in the schedule.
3. We will not notify the entity shown in the schedule if the cancellation or material change that reduces or restricts insurance is at your request.
4. Our failure to notify the entity shown in the schedule does not invalidate cancellation as respects you.

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OKLAHOMA SURETY COMPANY

100 S CINCINNATI AVE SUITE 500 TULSA OK 74103

COMMERCIAL AUTO

GENERAL CHANGE ENDORSEMENT

Policy No. 06-CA-002872566

Named Insured and Mailing Address	Agency and Mailing Address	
M27 SERVICES LLC 7733 S FM 2038 BRYAN TX 77808	ANCO INS - HUB INTERNATIONAL P O BOX 3889 BRYAN TX 77802	42-0218

POLICY PERIOD: From **01/21/2026** to **01/21/2027** at 12:01 A.M. Standard Time at your mailing address shown above.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements, or declarations of the undermentioned Policy other than as stated below.

ENDORSEMENT NO: 005

EFFECTIVE 03/02/2026 THIS POLICY IS AMENDED AS SHOWN

Adding Schedule of Non-Physical Units as follows:
956 ADDITIONAL INSURED
Coverages: Additional Insured

Adding Form:
MA 2540 10 13 Additional Insured

Adding Additional Insured, under form # MA 2540 , in favor of:
Additional Insured Name & Address - City of College Station

Pro-Rata: .890411

ADDITIONAL PREMIUM:	**$50.00**

FORMS AND ENDORSEMENTS
APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THIS TIME:
MI9058(09/04) MA2540(10/13)

Countersigned at: **BRYAN TX** Date: **03/11/2026** By _____
Authorized Representative

BUSINESS AUTO DECLARATIONS
SCHEDULE OF AUTOS

ITEM THREE – Schedule Of Covered Autos You Own

Covered Auto Description			Classification				
Veh No.	Year/Make/Model	VIN/Serial Number	City	St	Radius	Class Code	Original Cost New
M001	2017 INTERNATIONAL 7600	1HTGSSNT7HH441941		TX	Local	40199	$ 159640
M002	2012 MACK GU813 X-HEAVY	1M2AX13C6CM014618		TX	Local	50199	$ 115394

Coverages – Premiums And Deductibles						
Veh No.	Covered Auto Liability Premium	Uninsured Motorists Premium	Underinsured Motorists Premium	Personal Injury Protection Premium	Added Personal Injury Protection Premium	Auto Medical Payments Premium
M001	$ 3749	$ 181		$ 6		
M002	$ 4011	$ 181		$ 6		

Coverages – Premiums And Deductibles							
Veh No.	Other Than Collision			Collision		Towing and Labor Premium	Unit Total
	Coverage	Deductible	Premium	Deductible	Premium		
M001	Comprehensive	$ 3000	$ 606	$ 3000	$ 901		$ 5443
M002	Comprehensive	$ 3000	$ 339	$ 3000	$ 585		$ 5122

Veh No.	Loss Payee Except For Towing and Labor, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss
M001	
M002	

A=Added M=Modified D=Deleted

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ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

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

Endorsement Effective **03/02/2026** Policy Number **06-CA-002872566**

Named Insured **M27 SERVICES LLC** Countersigned by _____

(Authorized Representative)

The provisions and exclusions that apply to LIABILITY COVERAGE also apply to this endorsement.

City of College Station

(Enter Name and Address of Additional Insured.)

Is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

The additional insured is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.

You are authorized to act for the additional insured in all matters pertaining to this insurance.

We will mail the additional insured notice of any cancellation of this policy. If the cancellation is by us, we will give ten days notice to the additional Insured.

The additional Insured will retain any right of recovery as a claimant under this policy.

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MID-CONTINENT CASUALTY COMPANY

100 S CINCINNATI AVE SUITE 500 TULSA OK 74103

GENERAL LIABILITY

GENERAL CHANGE ENDORSEMENT

Policy No. 04-GL-001154863

Named Insured and Mailing Address	Agency and Mailing Address	
M27 SERVICES LLC 7733 S FM 2038 BRYAN TX 77808	ANCO INS - HUB INTERNATIONAL P O BOX 3889 BRYAN TX 77802	42-0218

POLICY PERIOD: From **01/21/2026** to **01/21/2027** at 12:01 A.M. Standard Time at your mailing address shown above.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements, or declarations of the undermentioned Policy other than as stated below.

ENDORSEMENT NO: 001

EFFECTIVE 02/27/2026 THIS POLICY IS AMENDED AS SHOWN

Adding Form:
MI 9006 05 19 Amendment of Cancellation Prov

Adding Notice of Cancellation, under form # MI 9006 , in favor of:
Name - City of College Station
Address - PO Box 9960
Address City - College Station
Address State - TX
Address ZIP - 77842
Number of Days Advance Notice - 30

Pro-Rata: .898630

NO CHANGE IN PREMIUM:

FORMS AND ENDORSEMENTS
APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THIS TIME:
MI9006(05/19)

Countersigned at: **BRYAN TX** Date: **03/09/2026** By _____
Authorized Representative

COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS

Policy No. 04-GL-001154863

PREMIUM

Location / Classification	Code No.	Premium Basis (A)Area P)Payroll S)Gross Sales M)Admissions / C)Cost U)Per Unit T)See Desc.)		Rate Pr/Co	Rate All Other	Advance Premium Pr/Co	Advance Premium All Other
TEXAS							
Contractors Equipment - excluding automobiles - rented to others without operators	**11208**	**S)**	**100,000**	**incl.**	**3.618**	**incl.**	**362.**
Products -completed operations are subject to General Aggregate Limit							
Additional Insured - See CG 2034	**900474**	**T)**				**incl.**	
Waiver Of Subrogation - See Form ML 1080 Flat Charge (Fully Earned)	**900459**	**T)**			**500.000**		**500.**
Additional Insured - See Form ML 1081 Flat Charge (Fully Earned)	**900462**	**T)**			**1000.000**		**1,000.**

Minimum Premiums Balance to Equal Minimum Premium
Policy Writing $1750
All Other $366
PR/CO

Extension of Declarations – Total Advanced Premium **$ 1,866.**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS OR MATERIAL CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY AND ENVIRONMENTAL DAMAGE COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

SCHEDULE

1. **Name:** **City of College Station**

2. **Address:** **PO Box 9960**
College Station TX 77842

3. **Number of days advance notice:** **30**

The following conditions are added to the policy:

1. If we cancel this policy, for any reason other than non-payment of premium, we agree to mail prior written notice not less than the number of days shown in the schedule to the entity shown in the schedule.
2. If there is a material change that reduces or restricts the insurance afforded, we agree to mail prior written notice not less than the number of days shown in the schedule to the entity shown in the schedule.
3. We will not notify the entity shown in the schedule if the cancellation or material change that reduces or restricts insurance is at your request.
4. Our failure to notify the entity shown in the schedule does not invalidate cancellation as respects you.

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MID-CONTINENT CASUALTY COMPANY

100 S CINCINNATI AVE SUITE 500 TULSA OK 74103

GENERAL LIABILITY

GENERAL CHANGE ENDORSEMENT

Policy No. 04-GL-001154863

Named Insured and Mailing Address	Agency and Mailing Address	
M27 SERVICES LLC 7733 S FM 2038 BRYAN TX 77808	ANCO INS - HUB INTERNATIONAL P O BOX 3889 BRYAN TX 77802	42-0218

POLICY PERIOD: From **01/21/2026** to **01/21/2027** at 12:01 A.M. Standard Time at your mailing address shown above.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements, or declarations of the undermentioned Policy other than as stated below.

ENDORSEMENT NO: 002

EFFECTIVE 03/02/2026 THIS POLICY IS AMENDED AS SHOWN

Adding:
Class Code: 900465
Description:
Additional Insured - See Form ML 1357
Per Each (Fully Earned)
Exposure: 1
Premium Basis: T)

Adding Form:
ML 1357 04 13 Additional Insured-O/L/C

Adding Additional Insured, under form # ML 1357 , in favor of:
Name of Person or Organization - City of College Station
Continued on next page

Pro-Rata: .890411

ADDITIONAL PREMIUM:	**$200.00**

FORMS AND ENDORSEMENTS
APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THIS TIME:
ML1357(04/13)

Countersigned at: **BRYAN TX** Date: **03/12/2026** By _____
Authorized Representative

GENERAL CHANGE ENDORSEMENT

Continued from prev. page
Name of Person or Organization - City of College Station

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COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS

Policy No. 04-GL-001154863

PREMIUM

Location / Classification	Code No.	Premium Basis (A)Area P)Payroll S)Gross Sales M)Admissions / C)Cost U)Per Unit T)See Desc.)		Rate Pr/Co	Rate All Other	Advance Premium Pr/Co	Advance Premium All Other
TEXAS							
Contractors Equipment - excluding automobiles - rented to others without operators	**11208**	**S)**	**100,000**	**incl.**	**3.618**	**incl.**	**362.**
Products -completed operations are subject to General Aggregate Limit							
Additional Insured - See CG 2034	**900474**	**T)**				**incl.**	
Waiver Of Subrogation - See Form ML 1080 Flat Charge (Fully Earned)	**900459**	**T)**			**500.000**		**500.**
Additional Insured - See Form ML 1081 Flat Charge (Fully Earned)	**900462**	**T)**			**1000.000**		**1,000.**
Additional Insured - See Form ML 1357 Per Each (Fully Earned)	**900465**	**T)**	**1**		**200.000**		**200.**

Minimum Premiums Balance to Equal Minimum Premium
Policy Writing $1750
All Other $366
PR/CO

Extension of Declarations – Total Advanced Premium **$ 2,066.**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
City of College Station

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by your performance of "your work" for that insured. However:

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

   B. If coverage provided to the additional insured is required by written “insured contract”, the insurance afforded to such additional insured will not be broader than that which you are required by the written “insured contract” to provide for such additional insured.

2. With respect to **1.** above the following additional provisions apply:

   4. Other Insurance

   The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to the insured unless the other insurance is provided by a contractor other than the above named additional insured. We shall be considered as excess insurance of any other insurance provided by a contractor other than the above named additional insured.

   This amendment applies only when you have agreed by written "insured contract" to designate the person or organization listed above as an additional insured subject to all provisions and limitations of this policy.

All other conditions remain unchanged.

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April 23, 2026
Item No. 7.4.
Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grant

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action granting the authority to apply for the Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grant.

Relationship to Strategic Goals:
Good governance.

Recommendation(s): Recommend the City Council approve the resolution allowing the College Station Police Department to apply for FY 27 grant funds from the Motor Vehicle Crime Prevention Authority (MVCPA) under SB 224 - Catalytic Converter Grant.

Summary: The Motor Vehicle Crime Prevention Authority (MVCPA) Grant funds, if awarded, will be used to contract with Flock Safety to renew the automatic license plate reader cameras installed at major inlets and outlets in the city as well as key points within the city to help reduce crime related to auto thefts. These crimes can include, but are not limited to: stolen vehicles, burglaries, catalytic converter thefts, thefts of accessories from vehicles, the use of vehicles in ATM thefts, etc. The MVCPA grants are funded through insurance fees and are not contingent on tax dollars. The grant is a 1-year grant with the ability to apply for and renew every year.

Budget & Financial Summary: A 20% match is required. The total project cost is $370,452. The MVCPA funds will cover $308,710. The City's 20% match requirement is $61,742. Funds for this grant from the MVCPA are built into legislation which requires insurance companies to charge a fee to all drivers in Texas, which is paid to the MVCPA to fund these grants.

Attachments:
1. MVCPA Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE APPLICATION NECESSARY DOCUMENTS TO SUBMIT TO THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY FOR FUNDING THROUGH THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY SB 224 CATALYTIC CONVERTER GRANT PROGRAM ON BEHALF OF THE CITY AND TO ACT ON ITS BEHALF WITH RESPECT TO ANY ISSUES ARISING DURING THE APPLICATION PROCESS.

WHEREAS, the City Council of College Station finds it in the best interest of the citizens of College Station that the College Station Police Department Motor Vehicle Crime Prevention SB 224 Catalytic Converter grant be applied for and administered for FY 2027; and

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat motor vehicle theft, including catalytic converter theft in the jurisdiction; and

WHEREAS, this grant program will allow College Station to combat catalytic converter theft in the City of College Station; and

WHEREAS, the City Council of College Station agrees to provide applicable matching funds for the Motor Vehicle Crime Prevention Program as required by the Motor Vehicle Crime Prevention Authority application; and

WHEREAS, the City Council of College Station agrees that in the event of loss or misuse of the Motor Vehicle Crime Prevention funds, the City of College Station assures that the funds will be returned to the Motor Vehicle Crime Prevention Authority in full; and

WHEREAS, the City Council of College Station designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City of College Station.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of College Station approves submission of the Motor Vehicle Crime Prevention grant application to the Motor Vehicle Crime Prevention Authority.

PART 1: That the City Council authorizes the Chief of Police as the authorized official to execute documents necessary for the submission of the Motor Vehicle Crime Prevention application, to the Motor Vehicle Crime Prevention Authority on behalf of the City of College Station and to act on its behalf with respect to any issues that may arise during processing of said application.

PART 2: That the Chief of Police as the authorized official is given the power to apply for, accept, reject, alter or terminate the Motor Vehicle Crime Prevention Authority grant application on behalf of the City of College Station.

PART 3: That Kathryn Reiter, Administrative Lieutenant, is designated as the Program Director and Michael Dehaven, Assistant Director of Finance, is designated as the Financial Officer for this grant.

PART 4: That the City Council of College Station agrees in the event of loss or misuse of the funds, the City of College Station assures the funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 2026.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

April 23, 2026
Item No. 7.5.
IDIQ Prequalification - Envelope Specialist Services

Sponsor: Brett Cast , Assistant Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the City's Indefinite Delivery/Indefinite Quantity (IDIQ) list, where identified firms are pre-qualified to provide on-call, as needed, professional services. A category for Envelope Specialist Services is to be added to the list approved at the November 13, 2025 City Council meeting.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the firms as being pre-qualified.

Summary: On April 1, 2026, the City of College Station received nine Statements of Qualifications (SOQs) for Envelope Specialist Services in response to the Request for Qualifications (RFQ) No. 26-047 issued on March 16, 2026. The RFQ provided interested firms with information necessary to prepare and submit their qualifications for the category of Envelope Specialist Services. These services include activities relating to the investigation of water intrusion and leaks within aging city facilities, design services to mitigate and repair damage, and construction Quality Assurance and Quality Control services.

The SOQs were reviewed by a committee consisting of staff members from Capital Projects.

Firms were selected based on the following criteria:

- 40 points: Firm's General Qualifications and Experience
  The extent to which the firm has available personnel with the necessary relevant background, training and experience to perform the services.
- 60 points: Proposed Personnel, Relevant Experience, Technical Qualifications and Previous Performance Experience with similar projects, technical qualifications (including resumes) and previous experience with the City of College Station and/or surrounding areas.

Staff recommends approval of the following firms as pre-qualified firms for Envelope Specialist Services:

- Allana Buick & Bers, Inc.
- Armko Industries, Inc.

When the city identifies a need for Envelope Specialist Services, the City will utilize the IDIQ pre-qualified firm list. City staff can utilize the firm's services on an on-call, as-needed basis for a period of 3 years and may be extended at the City's discretion.

Budget & Financial Summary: N/A

Attachments:

1. Pre-Qualified List 2025 IDIQ Memo

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

Date: December 2, 2025

TO: Professional Services Providers

From: Jennifer Cain, Director Capital Project

Subject: RFQ 25-055 IDIQ for PROFESSIONAL SERVICES

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

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

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

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

Capital Projects
P.O. BOX 9960 • 1101 TEXAS AVENUE • COLLEGE STATION • TEXAS • 77842
TEL. 979.764.3500 • FAX. 979.764.6377
cstx.gov/cip

Category 1- Residential Appraising
No SOQs Submitted

Category 2- Residential Inspectors
No SOQs Submitted with required licensure

Category 3- Real Estate Services (Other Specialized Services not defined by Texas Government Code, Chapter 2254) Approved by City Council July 10, 2025
Colliers Engineering & Design, Inc.
Stateside Right of Way Services, LLC

Category 4- Cost Estimating Services, Constructability Review, & Value Engineering
Ardurra Group
Colliers Engineering and Design, Inc.
DCCM, LLC
Freese and Nichols, Inc.
Willdan Engineering

Category 5- Geotechnical Engineering, Investigation, & Design
Alliance Geotechnical Group, LLC
Colliers Engineering & Design, LLC
Dudley Dunham Engineering
ECS Southwest, LLP
Gessner Engineering

Category 6- Environmental Site Assessments (Phase 1 and 2)
DCCM, LLC
ECS Southwest, LLP
Freese and Nichols, Inc.
Johnson, Mirmiran & Thompson, Inc.
Quiddity Engineering

Category 7- Environmental Engineering Services
ECS Southwest, LLP
DCCM, LLC

Category 8- Water and Wastewater Utility Engineering Inspection, Analysis & Design
Bleyl Engineering
DCCM, LLC
Freese and Nichols, Inc.
Kimley-Horn & Associates, Inc.
Quiddity Engineering

Category 9- MEP Engineering Inspection, Analysis & Design
Cleary Zimmermann
DCCM, LLC
Lockwood, Andrews & Newman, Inc
Ramirez Simon Engineering, LLC
Willdan Engineering

Category 10- Subsurface Utility Engineering (SUE) & Utility Coordination Levels A-D
Colliers Engineering & Design, Inc.
DCCM, LLC
Surveying and Mapping, LLC
T2 Utility Engineers
Willdan Engineering

Category 11- Structural Engineering Inspection, Analysis & Design
DECON LLC
Dudley Dunham Engineering
Infinity MEP + S Consultants, PLLC
Jose I. Guerra, Inc.
Lockwood, Andrews & Newman, Inc.

Category 12- Roadways & Stormwater Inspection, Analysis & Design
Subcategory- 12a- Roadways Analysis and Design, Stormwater Drainage Area Assessments and Studies, and Stormwater Infrastructure Planning and Design
Ardurra Group
Bleyl Engineering
DCCM, LLC
Kimley-Horn and Associates, Inc.
Mitchell & Morgan, Inc.
Subcategory- 12b Floodplain Modeling and Remapping and FEMA Letters of Map Change
5engineering LLC
Freese and Nichols, Inc
Mitchell & Morgan, Inc.
Torres & Associates, LLC

Category 13- Bridge Inspection, Analysis & Design
DCCM, LLC
Johnson, Mirmiran & Thompson
Kimley-Horn & Associates
Lamb-Star Engineering, LLC
Quiddity Engineering

Category 14- Architectural Planning & Design
Architexas
English +Associates Architects Inc
PGAL, Inc.
Powers Brown Architecture
The Arkitex Studio, Inc.

Category 15- Landscape Architecture, Planning & Design
Asakura Robinson Company, LLC
Kimley-Horn and Associates, Inc.
Rialto Studio
TBG Partners
Westwood Professional Services, Inc.

Category 16- Construction Materials Testing Services
Colliers Engineering & Design, Inc.
Dudley Dunham Engineering
ECS Southwest, LLP
Gessner Engineering

Category 17- Onsite Construction Representation
DCCM, LLC
Freese and Nichols, Inc
Johnson, Mirmiran & Thompson, Inc.
RRP Consulting Engineers, LLC
Walker Partners, LLC

Category 18- Comprehensive Planning
Asakura Robinson Company, LLC
Freese & Nichols, Inc.
Kimley-Horn and Associates, Inc.

Category 19- Plan & Development Reviews
Ardurra Group
Colliers Engineering & Design
Mitchell & Morgan
Walter P. Moore and Associates, Inc.
Willdan Engineering

Category 20- Building Commissioning
Cleary-Zimmermann Engineers
CSI Engineering
EMA Engineering & Consulting, Inc
Infinity MEP + S Consultants, PLLC
Wylie Engineering

Category 21- Traffic Engineering
CivTech, Inc
DCCM, LLC
Kittleson and Associates
Lee Engineering
Maldonado- Burkett, LLP

Category 22- Transportation Planning
DCCM, LLC
Freese and Nichols, Inc
Kimley-Horn and Associates, Inc.
Kittleson and Associates
Traffic Engineers, Inc.

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

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

Sincerely,

Jennifer Cain, CCM
Director of Capital Projects and Facility Management
jcain@cstx.gov

April 23, 2026
Item No. 7.6.
Corporate Parkway Roadway and Utility Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a design contract with Mitchell and Morgan, LLP for Corporate Parkway for road and utility design, in the amount of $894,158.99 plus the City's contingency in the amount of $90,000 for a total appropriation of $984,158.99. 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 design and construction administration of the Corporate Parkway Roadway Extension and Utilities Project to support the planned baseball/softball complex and future development on City of College Station property. The design will include roadways, sidewalks, drainage, water, wastewater, and other utilities that will allow for future development.

The City of College Station received seven (7) Statements of Qualifications (SOQ) for RFQ No. 26-024 on December 16, 2025. After the review process, Mitchell and Morgan, LLP was selected as the most qualified firm for the project.

Budget & Financial Summary: A combined Budget in the amount of $3,450,000 is included in the Streets, Water, and Wastewater Capital Improvement Projects Funds. Nothing has been spent or encumbered to date, leaving a balance of $3,450,000 for this contract and future costs.

Attachments:
1. Corporate Pkwy Roadway and Utilities Design Proposal
2. Corporate Pkwy Project Location Map
3. Corporate Pkwy Design RFQ 26-024 Response List
4. Contract_26300507_VendorSigned

Rusty Warncke
Project Manager, Capital Projects
City of College Station
P.O. Box 9960,
College Station, Texas 77842

April 10, 2026

Re: Proposal to Provide Professional Engineering Design Services for a Roadway Extension of Corporate Parkway from Midtown Drive in Conjunction with a Private Development in College Station, Texas – Revision 1

Dear Mr. Warncke,

Thank you for the opportunity to provide professional engineering services for a roadway extension of Corporate Parkway from Midtown Drive in conjunction with a Private Development in College Station, Texas. As we understand, you would like us to provide Conceptual, Preliminary, and Final Construction Plans and Specifications for this project, based upon the following parameters:

General

- Corporate Parkway shall be extended from Midtown Drive in conjunction with a Private Development;
  - Road "A" and Road "B" are additional roads that will be constructed and tie to Corporate Parkway and will include roundabouts to form a looped connection. (see *Exhibit A*);
- Corporate Parkway shall be constructed in a single phase, however there will be two (2) bid packages associated with this project;
  - Bid Package One will include an 18" waterline extension from W.D. Fitch Parkway and a 12" sanitary sewer line across Spring Creek to the Private Development lease line; and
  - Bid Package Two will include the roadway extension and utility infrastructure located adjacent to the roadway.
- The expected right-of-way width for this project will be 80-FT;
- The cross section is undetermined at this time but is expected to be accommodated by an 80-FT right-of-way with a combination of vehicular, bicycle and pedestrian traffic;
- Two (2) roundabouts will be designed with this project;
  - As we understand, there is the potential to add two (2) additional roundabouts and medians to this scope so we have included an allowance for this design work;
  - A traffic impact analysis for the project will be provided by the Private Development and it will include a traffic signal and/or roundabout warrant study for the Midtown Drive and Corporate Parkway intersection as well as the Midtown Drive and Future Roadway "A" intersection.
    - We have included a traffic signal design as an allowance for this potential work;
- Traffic control plans will be provided;
- All streets will be curb and gutter with storm drains. A drainage report will be provided showing sizing of the storm drain and inlets as designed.

- Design of an approximately 1,000-LF of 18” waterline extension across Spring Creek, design of 2,500-LF of 18” waterline along Corporate Parkway, and design of an approximately 1,610-LF of 12” waterline extension;
  - We have assumed that the waterlines along the roadways will be placed in a 10-FT public utility easement outside but adjacent to the proposed 80-FT right-of-way;
  - No TxDOT permitting for the waterline connection at W.D. Fitch Parkway; and
  - We will include pipeline coordination and permitting of the waterline.
- Design of an approximately 285-LF of 12” sanitary sewer extension across Spring Creek to the lease line;
- A conduit only duct bank will be extended along the roadway to accommodate future electrical and city fiber infrastructure;
  - No primary or secondary electrical system will be included in this scope;
  - No fiber system design will be included in this scope; and
  - We have assumed all design services for this extension will be provided by College Station Utilities and/or other city departments.
- All right-of-way and easement dedication services will be provided by others;
- Landscape, streetscape and irrigation design services will be provided with this project;
  - As there is the potential to add additional roundabouts and/or medians to this scope, and given that a cross section has not been finalized, it is difficult to provide an hourly breakdown at this time for these services. Therefore, we have included an allowance in the proposal at this time;
  - All medians, if requested, will include landscaping and/or hardscape;
- Street lights will be provided consistent with city standards;
  - A photometric layout for 500-FT of the roadways will be provided to ensure sufficient pedestrian lighting from the street lights.
- No gas design will be included in this scope;
- No franchised telecom facilities will be included in this scope;
- No separate hike/bike facility design will be included in this scope other than a shared use facility as part of the roadway cross section;
- No vehicular or pedestrian creek crossings will be included in this scope only utility crossings will be included;
- We have assumed that the Private Development will be responsible for the following entitlements / scope of services:
  - Preparing and processing the required Preliminary Plan;
    - The Preliminary Plan should address the overall drainage philosophy of the parent tract.
  - Preparing and processing any required Final Plats;
  - Design and construction of the portion of the 18” waterline thru the lease property;
  - Gas service to the lease property;
  - Telecom services to the lease property;
  - Design of the hike and bike shared use path along Spring Creek thru the lease property and connecting to Lick Creek shared use path;
  - Any and all Floodplain Analysis that may be needed;
  - Any and all right-of-way / easement dedication.

Project Management

This project requires the combined efforts of several disciplines and significant input from the staff of the City of College Station. With this in mind, milestones as delineated on the attached schedule shall be created to keep the project moving forward. Additionally, to improve communications, bi-weekly in person meetings or conference calls will be scheduled to keep all team members engaged in the progress of the project.

After both the Conceptual and Preliminary Design phases have been completed and the staff has reviewed all aspects of the design, a round table meeting will be held to ensure that all comments are understood and the direction is clearly defined prior to proceeding into the Preliminary and Final Design phases. These meetings will likely take two hours and should include all stakeholders in the project.

As part of this project, we have included six (6) 2-hour meetings with three (3) meetings slated to be with local stakeholders and three (3) meetings slated to be with the Private Development developer and/or their engineer. If these are not desired, we can exclude them from the project.

Data Collection Phase

Upon receiving written Notice to Proceed, Mitchell & Morgan, LLP will request the necessary data collection needed to complete the design of this project. We will include all elements listed below.

Topographical Surveying/Geotechnical Investigation/Environmental Investigation

The survey, geotechnical, and environmental investigation will be completed during this phase. In regards to the environmental investigation, an Environment Constraints Assessment, Threatened and Endangered Species (T&E) letter, and a Cultural/Historic Resources Assessment will be completed. Through the completion of the Environment Constraints Assessment, a determination will be made as to whether wetlands or other jurisdictional features are present in the vicinity of the proposed utility crossings.

Deliverables

The Data Collection Phase will include survey, geotechnical report, and environmental reports.

Mitchell & Morgan, LLP will provide the City with PDF files (electronic submission only) of the Data Collection Phase documents to review. This phase shall be completed within Ninety (90) calendar days after receiving written Notice to Proceed to commence this phase of services.

Conceptual Design Phase (30%):

Upon receiving written Notice to Proceed, Mitchell & Morgan, LLP will develop conceptual design drawings for the proposed roadway extension, roundabouts, landscaping, and utilities. In addition, we will include all elements listed below.

Right-of-Way Survey

We understand that there will be NO right-of-way acquisition required for this project. We have assumed all right-of-way will be dedicated by plat and the plat will be completed by others.

Utilities

18" Waterline

With this project, we will extend the 18" waterline approximately 3,500-LF feet with two (2) separated waterline extensions. As we understand, we will extend an 18" waterline from Midtown Drive along Corporate Parkway to a demarcation point at one side of the Private Development lease line. The line will then be extended through the site to a new demarcation point, at which point, our design will extend this waterline to connect to an existing 16" waterline located along W.D. Fitch Parkway.

We have assumed that the public utility easements required for this waterline will be prepared and dedicated by others.

12" Waterline
We will extend a 12" waterline approximately 1,610-LF feet from Midtown Drive to the main entry roundabout for the Private Development. We will provide the construction plans and bid tabulation items for this waterline as a Bid Alternate.

We have assumed that the public utility easement required for this waterline will be prepared and dedicated by others.

12" Sanitary Sewer Line
We will extend approximately 285-LF of 12" sanitary sewer across Spring Creek to the Private Development lease line.

We have assumed that the public utility easement required for this sanitary sewer line will be prepared and dedicated by others.

Conduit Only Duct Bank
A conduit only duct bank will be extended along the roadway to accommodate future electrical and city fiber infrastructure. No primary or secondary electrical system will be included in this scope. No fiber system design will be included in this scope. We have assumed all design services for this extension will be provided by College Station Utilities and/or other City Departments.

Other Utilities
No gas or franchise telecom facilities have been included in this proposal.

Traffic Engineering Consulting Services
We have included Avenue Consultants on our design team to provide design review assistance for the two (2) roundabouts. Specifically, regarding the horizontal paths, entering speeds, angles, sight lines, and design geometry.

Traffic Operations Analysis
A traffic impact analysis for the project will be provided by the Private Development and it will include a traffic signal and/or roundabout warrant study for the Midtown Drive and Corporate Parkway intersection as well as the Midtown Drive and Future Roadway "A" intersection.

As we do not have the results from this warrant study, we have included an allowance for both the traffic signal or roundabout design at Midtown Drive and Corporate Parkway in this proposal as well as for a roundabout design at the Midtown Drive and Future Roadway "A" intersection.

Deliverables
Conceptual design documents will include preliminary engineering drawings for horizontal and vertical alignment of the roadway, pavement width and cross-section, drainage, street lighting, striping/signage, waterline, sanitary sewer line, electrical/city fiber conduit, landscaping, and opinions of probable construction costs based upon the preliminary drawings.

Mitchell & Morgan, LLP will provide the City with PDF files (electronic submission only) of the Conceptual Design Documents to review. This phase shall be completed within ninety (90) calendar days after receiving a written Notice to Proceed to commence this phase of design.

Preliminary Design Phase (60%):

Upon receiving written Notice to Proceed, Mitchell & Morgan, LLP will develop Preliminary Design drawings. This phase is also called 60% Phase, as the design shall not be complete but shall be sufficient for the City departments to review and provide input on the design. These drawings will include the roadway, storm drains with a preliminary drainage report, sidewalks, traffic control plan water lines, sanitary sewer line, street lights, landscaping, and electrical/city fiber conduit only duct bank. If any primary or secondary electrical system or fiber system design is required, we understand that a change order will be processed to add this to the scope of services.

Environmental / USACE Review

Mitchell & Morgan, LLP will endeavor to keep the design of the utility creek crossings within the limits of the Nationwide Permit as issued by the USACE. We have included the submission of a Pre-Construction Notification (PCN) if the assumption that more than 0.1 acre but less than 0.5 acres of disturbance will occur with this project. If the PCN is required, it will be submitted to the USACE at the completion of Preliminary Design Phase and we will bill for that task. We have assumed that if there is a cost for this review by USACE that this fee will be paid by the City of College Station. Mitigation costs, if required, are not included in these fees. If a PCN is not required, this line item will not be billed.

TxDOT Permit

We understand that there will be no TxDOT permitting associated with this project as the portion of William D. Fitch Parkway where the waterline will connect is not a TxDOT facility.

Pipeline Encroachment

There are several existing utilities located along William D. Fitch Parkway. With our 18" waterline extension, we will coordinate with the existing utility providers where the waterline will cross their infrastructure and their easement.

Aesthetics

We have not included any aesthetic design treatments in this scope.

Deliverables

These Preliminary Design documents will include preliminary engineering drawings for horizontal and vertical alignment of the roadway, pavement width and cross-section, drainage, lighting, striping/signage, waterline, sanitary sewer line, electrical/city fiber conduit, landscaping, and opinions of probable construction costs based upon the preliminary drawings.

Mitchell & Morgan, LLP will provide the City with PDF files (electronic submission only) of the Preliminary Design Documents to review. This phase shall be completed within sixty (60) calendar days after receiving a written Notice to Proceed to commence this phase of design.

Final Design Phase (90%)

Upon receiving a Notice to Proceed, Mitchell & Morgan, LLP will develop Final Design drawings for the Corporate Parkway Extension based upon City comments received during the Preliminary Design phase. These construction drawings will include final design for the

pavement plan and profile, storm drain with a final drainage report, striping/signage, pavement cross-section design, traffic control plan, street lighting, landscaping, specifications and final engineer's estimates. This phase shall be completed within sixty (60) calendar days after receiving a written Notice to proceed to commence this phase of design.

Final Bid Document Preparation

Upon receiving written Notice to Proceed, Mitchell & Morgan, LLP will provide the City of College Station with electronic final construction drawings and specifications sufficient for public bidding. These documents will include:

- Final Plans
- Final Specifications
- Bid Proposal
- Special Conditions
- U.S. Army Corps of Engineers PCN, if required.
- Pipeline Encroachment Permit, if necessary.
- Estimate of construction costs based upon the final construction drawings.

This phase shall be completed within thirty (30) calendar days after receiving written Notice to proceed to commence this phase.

Bid Preparation and Evaluation

Mitchell & Morgan, LLP will assist the City in the advertising to obtain bids for the contract and attending a pre-bid conference, if warranted. Mitchell & Morgan, LLP will also prepare and issue any addenda as may be deemed appropriate to interpret, clarify, or expand the bidding documents. Mitchell & Morgan, LLP will also attend the bid opening, and provide assistance to the owner in evaluating bids.

Construction Phase

Mitchell & Morgan, LLP will provide the following services during the Construction Phase of this project:

- Orchestrate and attend a pre-construction conference for the project.
- Attend bi-weekly construction meetings.
- Review of all submittals, including shop drawings submitted by the construction contractor for compliance with the plans and specifications.
- Review monthly pay applications.
- Respond to RFIs. Prepare sketches required to resolve problems due to actual field conditions encountered.
- Make a final punch list walk and report on the completion of the construction, including recommendations concerning final payments to the construction contractor and release of retained percentages.
- Respond to warranty questions, make a final warranty walk, and report on warranty items at the completion of the Warranty Period.
- Provide the construction contractor with project coordinates necessary to lay out the work from the control points established during the survey stage.
- Provide assistance to the city in reviewing change orders requested by the Contractor.
- Construction materials testing is included in this contract intended to be coordinated between the City Inspector and the Materials Lab.
- Preparation of As-Builts based on Contractor Redlines.

Construction staking is not included in this scope of services.
Daily construction inspections are not included in this scope of services.

Payment and Schedule Terms

We propose to provide professional services for an hourly not to exceed amount of **$894,158.99**. It includes:

- a survey fee of $19,800;
- geotechnical investigation fee of $6,600;
- environmental investigation fee of $8,800;
- Traffic Engineering Consulting services allowance of $13,255;
- Texas Accessibility Standards review and inspection allowance in the amount to $2,365;
- a Construction Materials Testing allowance of $87,220.49;
- an allowance of $105,000.00 for the design of two (2) additional roundabouts and a median on Corporate Parkway and Future Roadway "A";
- an allowance of $65,000.00 for a traffic signal or roundabout design at the intersection of Midtown Drive and Corporate Parkway;
- an allowance of $45,000 for a roundabout design at the intersection of Midtown Drive and future Roadway "A"; and
- an allowance of $40,000 for landscaping and irrigation design services.

Payments will be made on a monthly basis based upon the services completed during that month. A separate breakdown itemizing hourly rates and hours completed by task will be provided with each invoice to substantiate requested fees. The basic services fees are as outlined in *Attachment A* and divided by hourly rates for each phase in *Attachment B*.

The schedule is outlined in *Attachment C*. A preliminary construction cost estimate is outlined in *Attachment D.*

If there are other services that you desire, we will provide those services on an hourly basis at the rates described below.

Hourly Rates:

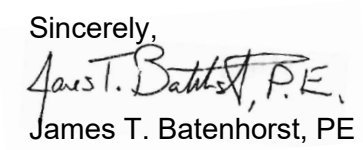
Sr. Professional Engineer – Development Coordination	$215/hr
Principal Design Engineer	$200/hr
Sr. Professional Design Engineer	$180/hr
Jr Professional Design Engineer	$160/hr
Sr EIT	$135/hr
Jr EIT	$130/hr
Graduate Engineer	$125/hr
Staff Planner	$125/hr
Project Manager	$125/hr
GIS Tech	$125/hr
Civil Designer	$125/hr
Drafter / Intern	$85/hr
Administrative	$70/hr

Services not utilized will not be billed. If you would like us to add services other than those listed, they may be added at the above listed hourly rates. Reimbursable items such as other professional services, printing, copying, shipping and mailing, etc. will be covered by Mitchell & Morgan, LLP up to a maximum of $500.00 and billed at cost or invoice plus ten percent and

reimbursed during the monthly billing cycle.

Mitchell & Morgan, LLP will work diligently to provide these services in a timely manner and will begin work immediately upon written Notice to Proceed. Please let us know if you have any questions or comments. We really look forward to working with you on this project.

Sincerely,



James T. Batenhorst, PE
Jr. Partner

cc: file

Attachments:

- Attachment A – Fees
- Attachment B – Fee Hourly Rate Breakdown
- Attachment C – Schedule
- Attachment D – Construction Cost Estimate

Exhibits:

- Exhibit A – Roadway Layout

Attachment A
Fees
Corporate Parkway Extension Project
Conceptual, Preliminary & Final Design Proposal

Project Task	Fee
Survey:	$19,800.00
Geotechnical Investigation:	$6,600.00
Environmental Investigation:	$8,800.00
Traffic Consulting Services:	$13,255.00
Civil Design:	$449,725.00
Electrical Design:	$22,918.50
TAS Plan Review and Inspection:	$2,365.00
Project Coordination / Administration:	$28,475.00
Construction Material Testing	$87,220.49
Two Additional Roundabouts and Median Design Allowance along Corporate and Future Roadway “A”	$105,000.00
Traffic Signal Design or Roundabout Allowance - Midtown @ Corporate	$65,000.00
Roundabout Allowance - Midtown @ Future Roadway “A”	$45,000.00
Landscape and Irrigation Design Allowance	$40,000.00
TOTAL	**$894,158.99**

Attachment B
Fee Hourly Rate Breakdown
Corporate Parkway Extension Project
Conceptual, Preliminary & Final Design Proposal

CONCEPTUAL DESIGN				**$**	**163,067.00**
Civil Design Services	Hourly Rate	Hours/Phase		$	157,600.00
Sr. Professional Engineer - Project Coordination	$ 215.00	45	$ 9,675.00		
Principal Design Engineer	$ 200.00	60	$ 12,000.00		
Sr. Professional Design Engineer	$ 180.00	120	$ 21,600.00		
Jr. Professional Design Engineer	$ 160.00	150	$ 24,000.00		
Sr. EIT	$ 135.00	150	$ 20,250.00		
Jr. EIT	$ 130.00	0	$ -		
Graduate Engineer	$ 125.00	125	$ 15,625.00		
Staff Planner	$ 125.00	50	$ 6,250.00		
Project Manager	$ 125.00	100	$ 12,500.00		
GIS Technician	$ 125.00	0	$ -		
Civil Designer	$ 125.00	160	$ 20,000.00		
Drafter / Intern	$ 85.00	160	$ 13,600.00		
Administrative	$ 70.00	30	$ 2,100.00		
Electrical Design Services	Hourly Rate	Hours/Phase		$	5,467.00
Field Services Tech III	$ 100.00	4	$ 400.00		
Engineering Tech II	$ 125.00	24	$ 3,000.00		
Engineering Tech IV	$ 235.00	4	$ 940.00		
Professional Engineering III	$ 315.00	2	$ 630.00		

PRELIMINARY DESIGN				**$**	**115,767.00**
Civil Design Services	Hourly Rate	Hours/Phase		$	110,300.00
Sr. Professional Engineer - Project Coordination	$ 215.00	50	$ 10,750.00		
Principal Design Engineer	$ 200.00	35	$ 7,000.00		
Sr. Professional Design Engineer	$ 180.00	80	$ 14,400.00		
Jr. Professional Design Engineer	$ 160.00	85	$ 13,600.00		
Sr. EIT	$ 135.00	100	$ 13,500.00		
Jr. EIT	$ 130.00	0	$ -		
Graduate Engineer	$ 125.00	100	$ 12,500.00		
Staff Planner	$ 125.00	30	$ 3,750.00		
Project Manager	$ 125.00	70	$ 8,750.00		
GIS Technician	$ 125.00	0	$ -		
Civil Designer	$ 125.00	110	$ 13,750.00		
Drafter / Intern	$ 85.00	120	$ 10,200.00		
Administrative	$ 70.00	30	$ 2,100.00		
Electrical Design Services	Hourly Rate	Hours/Phase		$	5,467.00
Field Services Tech III	$ 100.00	4	$ 400.00		
Engineering Tech II	$ 125.00	24	$ 3,000.00		
Engineering Tech IV	$ 235.00	4	$ 940.00		
Professional Engineering III	$ 315.00	2	$ 630.00		

FINAL DESIGN				**$**	**115,327.00**
Civil Design Services	Hourly Rate	Hours/Phase		$	110,300.00
Sr. Professional Engineer - Project Coordination	$ 215.00	50	$ 10,750.00		
Principal Design Engineer	$ 200.00	35	$ 7,000.00		
Sr. Professional Design Engineer	$ 180.00	80	$ 14,400.00		
Jr. Professional Design Engineer	$ 160.00	85	$ 13,600.00		
Sr. EIT	$ 135.00	100	$ 13,500.00		
Jr. EIT	$ 130.00	0	$ -		
Graduate Engineer	$ 125.00	100	$ 12,500.00		
Staff Planner	$ 125.00	30	$ 3,750.00		
Project Manager	$ 125.00	70	$ 8,750.00		
GIS Technician	$ 125.00	0	$ -		
Civil Designer	$ 125.00	110	$ 13,750.00		
Drafter / Intern	$ 85.00	120	$ 10,200.00		
Administrative	$ 70.00	30	$ 2,100.00		
Electrical Design Services	Hourly Rate	Hours/Phase		$	5,027.00
Engineering Tech II	$ 125.00	24	$ 3,000.00		
Engineering Tech IV	$ 235.00	4	$ 940.00		
Professional Engineering III	$ 315.00	2	$ 630.00		
BID DOCUMENTS				**$**	**28,752.00**
Civil Design Services	Hourly Rate	Hours/Phase		$	23,725.00
Sr. Professional Engineer - Project Coordination	$ 215.00	10	$ 2,150.00		
Principal Design Engineer	$ 200.00	8	$ 1,600.00		
Sr. Professional Design Engineer	$ 180.00	0	$ -		
Jr. Professional Design Engineer	$ 160.00	0	$ -		
Sr. EIT	$ 135.00	0	$ -		
Jr. EIT	$ 130.00	0	$ -		
Graduate Engineer	$ 125.00	0	$ -		
Staff Planner	$ 125.00	0	$ -		
Project Manager	$ 125.00	80	$ 10,000.00		
GIS Technician	$ 125.00	0	$ -		
Civil Designer	$ 125.00	35	$ 4,375.00		
Drafter / Intern	$ 85.00	0	$ -		
Administrative	$ 70.00	80	$ 5,600.00		
Electrical Design Services	Hourly Rate	Hours/Phase		$	5,027.00
Administration	$ 105.00	8	$ 840.00		
Engineering Tech II	$ 125.00	16	$ 2,000.00		
Engineering Tech IV	$ 235.00	2	$ 470.00		
Professional Engineering III	$ 315.00	4	$ 1,260.00		

PROJECT COORDINATION / ADMINISTRATION					$ 28,475.00
Civil Design Services	Hourly Rate	Hours/Phase			$ 28,475.00
Sr. Professional Engineer - Project Coordination	$ 215.00	40	$ 8,600.00		
Principal Design Engineer	$ 200.00	10	$ 2,000.00		
Sr. Professional Design Engineer	$ 180.00	0	$ -		
Jr. Professional Design Engineer	$ 160.00	0	$ -		
Sr. EIT	$ 135.00	0	$ -		
Jr. EIT	$ 130.00	0	$ -		
Graduate Engineer	$ 125.00	0	$ -		
Staff Planner	$ 125.00	0	$ -		
Project Manager	$ 125.00	100	$ 12,500.00		
GIS Technician	$ 125.00	0	$ -		
Civil Designer	$ 125.00	15	$ 1,875.00		
Drafter / Intern	$ 85.00	0	$ -		
Administrative	$ 70.00	50	$ 3,500.00		

CONSTRUCTION PHASE SERVICES					$ 49,730.50
Civil Design Services	Hourly Rate	Hours/Phase			$ 47,800.00
Sr. Professional Engineer - Project Coordination	$ 215.00	20	$ 4,300.00		
Principal Design Engineer	$ 200.00	45	$ 9,000.00		
Sr. Professional Design Engineer	$ 180.00	0	$ -		
Jr. Professional Design Engineer	$ 160.00	0	$ -		
Sr. EIT	$ 135.00	0	$ -		
Jr. EIT	$ 130.00	0	$ -		
Graduate Engineer	$ 125.00	0	$ -		
Staff Planner	$ 125.00	0	$ -		
Project Manager	$ 125.00	120	$ 15,000.00		
GIS Technician	$ 125.00	0	$ -		
Civil Designer	$ 125.00	100	$ 12,500.00		
Drafter / Intern	$ 85.00	0	$ -		
Administrative	$ 70.00	100	$ 7,000.00		
		385			
Electrical Design Services	Hourly Rate	Hours/Phase			$ 1,930.50
Engineering Tech II	$ 125.00	4	$ 500.00		
Engineering Tech IV	$ 235.00	4	$ 940.00		
Professional Engineering III	$ 315.00	1	$ 315.00		

TOTAL CIVIL / ELECTRICAL FEE IS: **$ 501,118.50**

* Please note that the Electrical Fees above include M&M's 10% Project Management Fee

Other services and /or allowances in the amount of $393,040.49, including the following:

Survey:	$ 19,800.00
Geotechnical Investigation:	$ 6,600.00
Environmental Investigation:	$ 8,800.00
Traffic Engineering Consulting Services:	$ 13,255.00
TAS Plan Review and TAS Inspection:	$ 2,365.00
Construction Material Testing:	$ 87,220.49
Two Additional Roundabouts and Median Design Allowance	$ 105,000.00
Traffic Signal Design Allowance - Corporate	$ 65,000.00
Traffic Signal Design Allowance - Roadway A	$ 45,000.00
Landscape & Irrigation Design Allowance	$ 40,000.00

Total not-to-exceed contract amount, including the design fee, and other services and/or allowances is $894,158.99

***A*ttachment C**
Schedule
Corporate Parkway Extension Project
Conceptual, Preliminary & Final Design Proposal

Project Task	Contract Duration (Calendar Days)
Data Collection Phase	90 Days
Conceptual Phase Design (30%):	90 Days
Preliminary Phase Design (60%):	60 Days
Final Design Phase Design (90%):	60 Days
Bid Documents:	30 Days

**Actual Dates are Dependent on Notice to Proceed for each phase

Attachment D
Construction Cost Estimate
Corporate Parkway Extension Project
Conceptual, Preliminary & Final Design Proposal

Corporate Pkwy

Prelim Engineer's Estimate of Construction Costs (proposal)

April 10, 2026

Item #	Description	Unit	Unit Price	Quantity	Total
	Site Preparation				
1	Clearing	AC	$15,000.00	8	$114,750.00
2	Mobilization	L.S.	$480,000.00	1	$480,000.00
3	Construction Staking	L.S.	$35,000.00	1	$35,000.00
4	Hydromulch	S.Y.	$3.00	6815	$20,444.67
5	Erosion Control	L.S.	$40,000.00	1	$40,000.00
6	Traffic Control	L.S.	$12,000.00	1	$12,000.00
	Site Preparation Subtotal				**$702,194.67**
	Roadway & Sidewalk Construction				
7	Concrete Paving (8 IN)	S.Y.	$80.00	20030	$1,602,400.00
8	Brick Paver Inlay	S.F.	$25.00	8330	$208,250.00
9	Sidewalk (4 IN)	S.F.	$6.00	91630	$549,780.00
10	Storm Drain (All Appurtences, pipe and outfalls)	L.F.	$120.00	4165	$499,800.00
11	Striping & Signage	L.S.	$45,000.00	1	$45,000.00
12	Embankment	C.Y.	$10.00	3000	$30,000.00
13	Excavation	C.Y.	$10.00	6500	$65,000.00
	Roadway & Sidewalk Construction Subtotal				**$3,000,230.00**
	Water & Sewer Construction				
14	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	L.F.	$15.00	5465	$81,975.00
15	PIPE, 18-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	L.F.	$325.00	3450	$1,121,250.00
16	30-INCH STEEL CASING, OPEN CUT	L.F.	$715.00	120	$85,800.00
16	PIPE, 12-INCH DIAMETER, AWWA C900, DR 18 (ALL DEPTHS), INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	L.F.	$250.00	1610	$402,500.00
17	CONNECT TO EXISTING 12-INCH WATERLINE	EACH	$12,000.00	2	$24,000.00
18	FIRE HYDRANT, TYPE 1	EACH	$10,000.00	10	$100,000.00
19	BAC-T TEST	EACH	$3.00	4000	$12,000.00
20	PRESSURE TEST	EACH	$3.00	4000	$12,000.00
21	8-INCH PVC SANITARY SEWER, ASTM D3034 SDR 26, INCLUDING EXCAVATION AND STRUCTURAL BACKFILL	L.F.	$180.00	285	$51,300.00
22	20-INCH STEEL CASING, OPEN CUT, SEALED ENDS	L.F.	$700.00	130	$91,000.00
23	STANDARD 5-FOOT MANHOLE WITH RING AND COVER, WATERTIGHT	EACH	$14,000.00	2	$28,000.00
	Water & Sewer Construction Subtotal				**$2,009,825.00**
	Electrical/Telecom/Fiber/Street Lights				
24	Electrical Duct Bank Conduit/Pull Boxes/Stub-outs	L.F.	$150.00	1700	$255,000.00
25	City Fiber Conduit/Pull Boxes/Stub-outs	L.F.	$70.00	4165	$291,550.00
26	Street Lights/Mast Arms/Bases	L.F.	$55.00	4165	$229,075.00
	Electrical/Telecom/Fiber/Street Lights Subtotal				**$775,625.00**
	Construction Allowances				
27	Additional Roundabouts and Medians	EACH	$145,000.00	2	$290,000.00
28	Traffic Signal, complete with mast arms, conduit, ped crossings, etc	EACH	$350,000.00	2	$700,000.00
29	Landscape	EACH	$300,000.00	1	$300,000.00
	Construction Allowances Subtotal				**$1,290,000.00**

Corporate Pkwy

Prelim Engineer's Estimate of Construction Costs (proposal)

April 10, 2026

Item #	Description	Unit	Unit Price	Quantity	Total
	Contingency			**20%**	**$1,555,574.93**
			Total Construction Cost		**$9,333,449.60**

The above construction estimate is based on the engineer's preliminary opinion of probable construction costs. This estimate constitutes our best judgment at this time. Please note that the engineer does not have any control over contractor or supplier workloads and the degree to which inflation may affect project costs between now and the bid date. During construction, additional features may become apparent as the work progresses, which will result in an increase in cost.

For Interim Review Only
These documents are not intended for construction, bidding, or permit purposes. Prepared by:
James T. Batenhorst, P.E.
No. 93631 Firm #F-1443

Engineer's Name, P.E. Date

Exhibit A
Proposed Roadway Layout
Corporate Parkway Extension Project
Conceptual, Preliminary & Final Design Proposal

EXHIBIT A - ROADWAY LAYOUT

ROAD "B"

CORPORATE PKWY

18-INCH WL

80FT ROW

18-INCH WL

POTENTIAL ROUNDABOUT LOCATIONS

POTENTIAL ROUNDABOUT/ TRAFFIC SIGNAL LOCATION

CORPORATE PARKWAY

MIDTOWN DRIVE

ROAD "A"

12-INCH WL

80FT ROW

POTENTIAL ROUNDABOUT/ TRAFFIC SIGNAL LOCATION

EXIST SS

18-INCH WL CONNECTION POINT 1

18-INCH WL

18-INCH WL THROUGH PRIVATE DEVELOPMENT

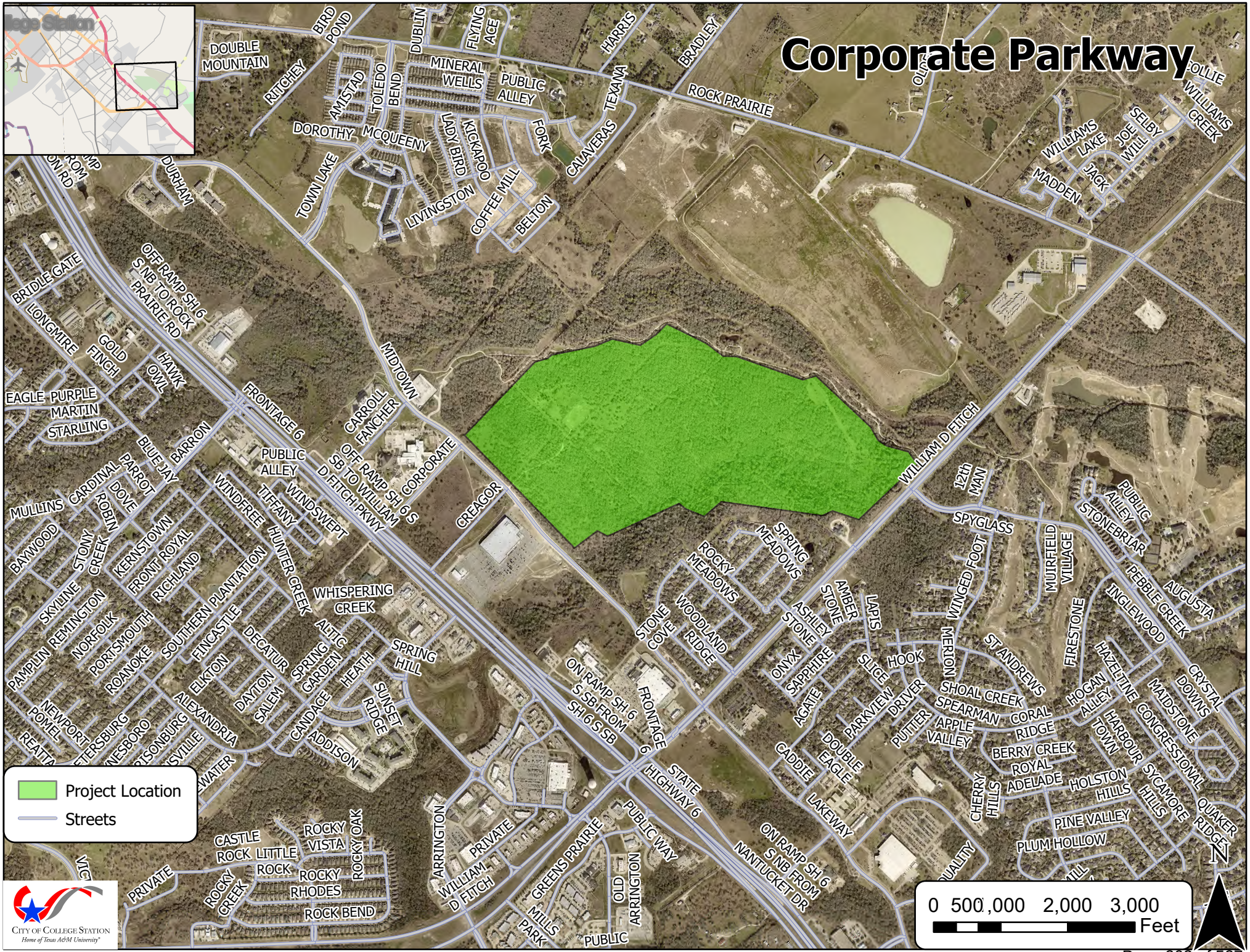
18-INCH WL CONNECTION POINT 2

18-INCH WL

POTENTIAL SEWER SERVICE EXTENSIONS ALIGNMENT - TBD WHICH IS PREFERRED ALIGNMENT

EXIST SS

W.D. FITCH


Corporate Parkway
Project Location
Streets
0 500 1,000 2,000 3,000
Feet
N
City of College Station
Home of Texas A&M University

CITY OF COLLEGE STATION
CAPITAL PROJECTS

RFQ 26-024
Corporate Parkway

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

Baxter & Woodmen, Inc

Colliers Engineering and Design, Inc

DCCM, LLC

Goodwin-Lasiter-Strong

Kimley-Horn and Associates

Mitchell & Morgan, LLP

Ward, Getz & Associates LLC

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

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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300507 PROJECT #: ST2603 BID/RFP/RFQ#: 26-024

Project Name / Contract Description: Corporate Parkway Extention

Professional Services Contract

Name of Contractor: Mitchell and Morgan

CONTRACT TOTAL VALUE: $ 894,158.99 **Grant Funded** Yes ☐ No ■

If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ■ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ■ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ■ N/A
Buy America Required ☐ Yes ☐ No ■ N/A
Transparency Report ☐ Yes ☐ No ■ N/A

■ **NEW CONTRACT** ☐ **RENEWAL #** 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)

Consultant picked at best response to RFQ 26-024. A total of 7 responses were received.

ST2603 / WATBD / WWTBD

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 4/23/2026 **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) N/A — DATE

CITY SECRETARY (if applicable) N/A — DATE

9.12.23 UPDATED

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

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the "City") and Mitchell and Morgan , LLP, aTexas 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"):
The design of Corporate Parkway (RFQ 26-024)

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 Eight Hundred Ninety-Four Thousand One Hundred Fifty-Eight_ and 99/100 Dollars ($894,158.99).

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: 90 **calendar days** after the authorization to commence planning.

(b) Preliminary Design: 60 **calendar days** after authorization to commence PPD.

(c) Final Design: 60 **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):

Project Task	Contract Duration (Calendar Days)
Data Collection Phase	90 Days
Conceptual Phase Design (30%):	90 Days
Preliminary Phase Design (60%):	60 Days
Final Design Phase Design (90%):	60 Days
Bid Documents:	30 Days

**Actual Dates are Dependent on Notice to Proceed for each phase

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 $9,333,500.00. 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 "Indemnitee") from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or 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	Mitchell and Morgan, LLP
Attn: Rusty Warnke	Attn: James Batenhorst, PE
PO BOX 9960	3204 Earl Rudder Freeway South
1101 Texas Ave	
College Station, TX 77842	College Station, TX 77845_
Rwarncke @cstx.gov	james@mitchellandmorgan.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 cause by force majeure.

List of Exhibits

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

MITCHELL AND MORGAN, LLP

By: Veronica Morgan

Printed Name: Veronica Morgan

Title: Managing Partner

Date: 4/14/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES

Rusty Warncke
Project Manager, Capital Projects
City of College Station
P.O. Box 9960,
College Station, Texas 77842

April 10, 2026

Re: Proposal to Provide Professional Engineering Design Services for a Roadway Extension of Corporate Parkway from Midtown Drive in Conjunction with a Private Development in College Station, Texas – Revision 1

Dear Mr. Warncke,

Thank you for the opportunity to provide professional engineering services for a roadway extension of Corporate Parkway from Midtown Drive in conjunction with a Private Development in College Station, Texas. As we understand, you would like us to provide Conceptual, Preliminary, and Final Construction Plans and Specifications for this project, based upon the following parameters:

General

- Corporate Parkway shall be extended from Midtown Drive in conjunction with a Private Development;
  - Road "A" and Road "B" are additional roads that will be constructed and tie to Corporate Parkway and will include roundabouts to form a looped connection. (see *Exhibit A*);
- Corporate Parkway shall be constructed in a single phase, however there will be two (2) bid packages associated with this project;
  - Bid Package One will include an 18" waterline extension from W.D. Fitch Parkway and a 12" sanitary sewer line across Spring Creek to the Private Development lease line; and
  - Bid Package Two will include the roadway extension and utility infrastructure located adjacent to the roadway.
- The expected right-of-way width for this project will be 80-FT;
- The cross section is undetermined at this time but is expected to be accommodated by an 80-FT right-of-way with a combination of vehicular, bicycle and pedestrian traffic;
- Two (2) roundabouts will be designed with this project;
  - As we understand, there is the potential to add two (2) additional roundabouts and medians to this scope so we have included an allowance for this design work;
  - A traffic impact analysis for the project will be provided by the Private Development and it will include a traffic signal and/or roundabout warrant study for the Midtown Drive and Corporate Parkway intersection as well as the Midtown Drive and Future Roadway "A" intersection.
    - We have included a traffic signal design as an allowance for this potential work;
- Traffic control plans will be provided;
- All streets will be curb and gutter with storm drains. A drainage report will be provided showing sizing of the storm drain and inlets as designed.

- Design of an approximately 1,000-LF of 18" waterline extension across Spring Creek, design of 2,500-LF of 18" waterline along Corporate Parkway, and design of an approximately 1,610-LF of 12" waterline extension;
  - We have assumed that the waterlines along the roadways will be placed in a 10-FT public utility easement outside but adjacent to the proposed 80-FT right-of-way;
  - No TxDOT permitting for the waterline connection at W.D. Fitch Parkway; and
  - We will include pipeline coordination and permitting of the waterline.
- Design of an approximately 285-LF of 12" sanitary sewer extension across Spring Creek to the lease line;
- A conduit only duct bank will be extended along the roadway to accommodate future electrical and city fiber infrastructure;
  - No primary or secondary electrical system will be included in this scope;
  - No fiber system design will be included in this scope; and
  - We have assumed all design services for this extension will be provided by College Station Utilities and/or other city departments.
- All right-of-way and easement dedication services will be provided by others;
- Landscape, streetscape and irrigation design services will be provided with this project;
  - As there is the potential to add additional roundabouts and/or medians to this scope, and given that a cross section has not been finalized, it is difficult to provide an hourly breakdown at this time for these services. Therefore, we have included an allowance in the proposal at this time;
  - All medians, if requested, will include landscaping and/or hardscape;
- Street lights will be provided consistent with city standards;
  - A photometric layout for 500-FT of the roadways will be provided to ensure sufficient pedestrian lighting from the street lights.
- No gas design will be included in this scope;
- No franchised telecom facilities will be included in this scope;
- No separate hike/bike facility design will be included in this scope other than a shared use facility as part of the roadway cross section;
- No vehicular or pedestrian creek crossings will be included in this scope only utility crossings will be included;
- We have assumed that the Private Development will be responsible for the following entitlements / scope of services:
  - Preparing and processing the required Preliminary Plan;
    - The Preliminary Plan should address the overall drainage philosophy of the parent tract.
  - Preparing and processing any required Final Plats;
  - Design and construction of the portion of the 18" waterline thru the lease property;
  - Gas service to the lease property;
  - Telecom services to the lease property;
  - Design of the hike and bike shared use path along Spring Creek thru the lease property and connecting to Lick Creek shared use path;
  - Any and all Floodplain Analysis that may be needed;
  - Any and all right-of-way / easement dedication.

Project Management

This project requires the combined efforts of several disciplines and significant input from the staff of the City of College Station. With this in mind, milestones as delineated on the attached schedule shall be created to keep the project moving forward. Additionally, to improve communications, bi-weekly in person meetings or conference calls will be scheduled to keep all team members engaged in the progress of the project.

After both the Conceptual and Preliminary Design phases have been completed and the staff has reviewed all aspects of the design, a round table meeting will be held to ensure that all comments are understood and the direction is clearly defined prior to proceeding into the Preliminary and Final Design phases. These meetings will likely take two hours and should include all stakeholders in the project.

As part of this project, we have included six (6) 2-hour meetings with three (3) meetings slated to be with local stakeholders and three (3) meetings slated to be with the Private Development developer and/or their engineer. If these are not desired, we can exclude them from the project.

Data Collection Phase

Upon receiving written Notice to Proceed, Mitchell & Morgan, LLP will request the necessary data collection needed to complete the design of this project. We will include all elements listed below.

Topographical Surveying/Geotechnical Investigation/Environmental Investigation

The survey, geotechnical, and environmental investigation will be completed during this phase. In regards to the environmental investigation, an Environment Constraints Assessment, Threatened and Endangered Species (T&E) letter, and a Cultural/Historic Resources Assessment will be completed. Through the completion of the Environment Constraints Assessment, a determination will be made as to whether wetlands or other jurisdictional features are present in the vicinity of the proposed utility crossings.

Deliverables

The Data Collection Phase will include survey, geotechnical report, and environmental reports.

Mitchell & Morgan, LLP will provide the City with PDF files (electronic submission only) of the Data Collection Phase documents to review. This phase shall be completed within Ninety (90) calendar days after receiving written Notice to Proceed to commence this phase of services.

Conceptual Design Phase (30%):

Upon receiving written Notice to Proceed, Mitchell & Morgan, LLP will develop conceptual design drawings for the proposed roadway extension, roundabouts, landscaping, and utilities. In addition, we will include all elements listed below.

Right-of-Way Survey

We understand that there will be NO right-of-way acquisition required for this project. We have assumed all right-of-way will be dedicated by plat and the plat will be completed by others.

Utilities

18" Waterline

With this project, we will extend the 18" waterline approximately 3,500-LF feet with two (2) separated waterline extensions. As we understand, we will extend an 18" waterline from Midtown Drive along Corporate Parkway to a demarcation point at one side of the Private Development lease line. The line will then be extended through the site to a new demarcation point, at which point, our design will extend this waterline to connect to an existing 16" waterline located along W.D. Fitch Parkway.

We have assumed that the public utility easements required for this waterline will be prepared and dedicated by others.

12" Waterline
We will extend a 12" waterline approximately 1,610-LF feet from Midtown Drive to the main entry roundabout for the Private Development. We will provide the construction plans and bid tabulation items for this waterline as a Bid Alternate.

We have assumed that the public utility easement required for this waterline will be prepared and dedicated by others.

12" Sanitary Sewer Line
We will extend approximately 285-LF of 12" sanitary sewer across Spring Creek to the Private Development lease line.

We have assumed that the public utility easement required for this sanitary sewer line will be prepared and dedicated by others.

Conduit Only Duct Bank
A conduit only duct bank will be extended along the roadway to accommodate future electrical and city fiber infrastructure. No primary or secondary electrical system will be included in this scope. No fiber system design will be included in this scope. We have assumed all design services for this extension will be provided by College Station Utilities and/or other City Departments.

Other Utilities
No gas or franchise telecom facilities have been included in this proposal.

Traffic Engineering Consulting Services
We have included Avenue Consultants on our design team to provide design review assistance for the two (2) roundabouts. Specifically, regarding the horizontal paths, entering speeds, angles, sight lines, and design geometry.

Traffic Operations Analysis
A traffic impact analysis for the project will be provided by the Private Development and it will include a traffic signal and/or roundabout warrant study for the Midtown Drive and Corporate Parkway intersection as well as the Midtown Drive and Future Roadway "A" intersection.

As we do not have the results from this warrant study, we have included an allowance for both the traffic signal or roundabout design at Midtown Drive and Corporate Parkway in this proposal as well as for a roundabout design at the Midtown Drive and Future Roadway "A" intersection.

Deliverables
Conceptual design documents will include preliminary engineering drawings for horizontal and vertical alignment of the roadway, pavement width and cross-section, drainage, street lighting, striping/signage, waterline, sanitary sewer line, electrical/city fiber conduit, landscaping, and opinions of probable construction costs based upon the preliminary drawings.

Mitchell & Morgan, LLP will provide the City with PDF files (electronic submission only) of the Conceptual Design Documents to review. This phase shall be completed within ninety (90) calendar days after receiving a written Notice to Proceed to commence this phase of design.

Preliminary Design Phase (60%):

Upon receiving written Notice to Proceed, Mitchell & Morgan, LLP will develop Preliminary Design drawings. This phase is also called 60% Phase, as the design shall not be complete but shall be sufficient for the City departments to review and provide input on the design. These drawings will include the roadway, storm drains with a preliminary drainage report, sidewalks, traffic control plan water lines, sanitary sewer line, street lights, landscaping, and electrical/city fiber conduit only duct bank. If any primary or secondary electrical system or fiber system design is required, we understand that a change order will be processed to add this to the scope of services.

Environmental / USACE Review

Mitchell & Morgan, LLP will endeavor to keep the design of the utility creek crossings within the limits of the Nationwide Permit as issued by the USACE. We have included the submission of a Pre-Construction Notification (PCN) if the assumption that more than 0.1 acre but less than 0.5 acres of disturbance will occur with this project. If the PCN is required, it will be submitted to the USACE at the completion of Preliminary Design Phase and we will bill for that task. We have assumed that if there is a cost for this review by USACE that this fee will be paid by the City of College Station. Mitigation costs, if required, are not included in these fees. If a PCN is not required, this line item will not be billed.

TxDOT Permit

We understand that there will be no TxDOT permitting associated with this project as the portion of William D. Fitch Parkway where the waterline will connect is not a TxDOT facility.

Pipeline Encroachment

There are several existing utilities located along William D. Fitch Parkway. With our 18" waterline extension, we will coordinate with the existing utility providers where the waterline will cross their infrastructure and their easement.

Aesthetics

We have not included any aesthetic design treatments in this scope.

Deliverables

These Preliminary Design documents will include preliminary engineering drawings for horizontal and vertical alignment of the roadway, pavement width and cross-section, drainage, lighting, striping/signage, waterline, sanitary sewer line, electrical/city fiber conduit, landscaping, and opinions of probable construction costs based upon the preliminary drawings.

Mitchell & Morgan, LLP will provide the City with PDF files (electronic submission only) of the Preliminary Design Documents to review. This phase shall be completed within sixty (60) calendar days after receiving a written Notice to Proceed to commence this phase of design.

Final Design Phase (90%)

Upon receiving a Notice to Proceed, Mitchell & Morgan, LLP will develop Final Design drawings for the Corporate Parkway Extension based upon City comments received during the Preliminary Design phase. These construction drawings will include final design for the

pavement plan and profile, storm drain with a final drainage report, striping/signage, pavement cross-section design, traffic control plan, street lighting, landscaping, specifications and final engineer's estimates. This phase shall be completed within sixty (60) calendar days after receiving a written Notice to proceed to commence this phase of design.

Final Bid Document Preparation

Upon receiving written Notice to Proceed, Mitchell & Morgan, LLP will provide the City of College Station with electronic final construction drawings and specifications sufficient for public bidding. These documents will include:

- Final Plans
- Final Specifications
- Bid Proposal
- Special Conditions
- U.S. Army Corps of Engineers PCN, if required.
- Pipeline Encroachment Permit, if necessary.
- Estimate of construction costs based upon the final construction drawings.

This phase shall be completed within thirty (30) calendar days after receiving written Notice to proceed to commence this phase.

Bid Preparation and Evaluation

Mitchell & Morgan, LLP will assist the City in the advertising to obtain bids for the contract and attending a pre-bid conference, if warranted. Mitchell & Morgan, LLP will also prepare and issue any addenda as may be deemed appropriate to interpret, clarify, or expand the bidding documents. Mitchell & Morgan, LLP will also attend the bid opening, and provide assistance to the owner in evaluating bids.

Construction Phase

Mitchell & Morgan, LLP will provide the following services during the Construction Phase of this project:

- Orchestrate and attend a pre-construction conference for the project.
- Attend bi-weekly construction meetings.
- Review of all submittals, including shop drawings submitted by the construction contractor for compliance with the plans and specifications.
- Review monthly pay applications.
- Respond to RFIs. Prepare sketches required to resolve problems due to actual field conditions encountered.
- Make a final punch list walk and report on the completion of the construction, including recommendations concerning final payments to the construction contractor and release of retained percentages.
- Respond to warranty questions, make a final warranty walk, and report on warranty items at the completion of the Warranty Period.
- Provide the construction contractor with project coordinates necessary to lay out the work from the control points established during the survey stage.
- Provide assistance to the city in reviewing change orders requested by the Contractor.
- Construction materials testing is included in this contract intended to be coordinated between the City Inspector and the Materials Lab.
- Preparation of As-Builts based on Contractor Redlines.

Construction staking is not included in this scope of services.
Daily construction inspections are not included in this scope of services.

Payment and Schedule Terms

We propose to provide professional services for an hourly not to exceed amount of **$894,158.99**. It includes:

- a survey fee of $19,800;
- geotechnical investigation fee of $6,600;
- environmental investigation fee of $8,800;
- Traffic Engineering Consulting services allowance of $13,255;
- Texas Accessibility Standards review and inspection allowance in the amount to $2,365;
- a Construction Materials Testing allowance of $87,220.49;
- an allowance of $105,000.00 for the design of two (2) additional roundabouts and a median on Corporate Parkway and Future Roadway "A";
- an allowance of $65,000.00 for a traffic signal or roundabout design at the intersection of Midtown Drive and Corporate Parkway;
- an allowance of $45,000 for a roundabout design at the intersection of Midtown Drive and future Roadway "A"; and
- an allowance of $40,000 for landscaping and irrigation design services.

Payments will be made on a monthly basis based upon the services completed during that month. A separate breakdown itemizing hourly rates and hours completed by task will be provided with each invoice to substantiate requested fees. The basic services fees are as outlined in *Attachment A* and divided by hourly rates for each phase in *Attachment B*.

The schedule is outlined in *Attachment C*. A preliminary construction cost estimate is outlined in *Attachment D.*

If there are other services that you desire, we will provide those services on an hourly basis at the rates described below.

Hourly Rates:

Sr. Professional Engineer – Development Coordination	$215/hr
Principal Design Engineer	$200/hr
Sr. Professional Design Engineer	$180/hr
Jr Professional Design Engineer	$160/hr
Sr EIT	$135/hr
Jr EIT	$130/hr
Graduate Engineer	$125/hr
Staff Planner	$125/hr
Project Manager	$125/hr
GIS Tech	$125/hr
Civil Designer	$125/hr
Drafter / Intern	$85/hr
Administrative	$70/hr

Services not utilized will not be billed. If you would like us to add services other than those listed, they may be added at the above listed hourly rates. Reimbursable items such as other professional services, printing, copying, shipping and mailing, etc. will be covered by Mitchell & Morgan, LLP up to a maximum of $500.00 and billed at cost or invoice plus ten percent and

reimbursed during the monthly billing cycle.

Mitchell & Morgan, LLP will work diligently to provide these services in a timely manner and will begin work immediately upon written Notice to Proceed. Please let us know if you have any questions or comments. We really look forward to working with you on this project.

Sincerely,

James T. Batenhorst, P.E.

James T. Batenhorst, PE
Jr. Partner

cc: file

Attachments:

- Attachment A – Fees
- Attachment B – Fee Hourly Rate Breakdown
- Attachment C – Schedule
- Attachment D – Construction Cost Estimate

Exhibits:

- Exhibit A – Roadway Layout

Schedule
Corporate Parkway Extension Project
Conceptual, Preliminary & Final Design Proposal

Project Task	Contract Duration (Calendar Days)
Data Collection Phase	90 Days
Conceptual Phase Design (30%):	90 Days
Preliminary Phase Design (60%):	60 Days
Final Design Phase Design (90%):	60 Days
Bid Documents:	30 Days

**Actual Dates are Dependent on Notice to Proceed for each phase

EXHIBIT B
PAYMENT TERMS

Compensation is based on ***actual*** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of $See Attached 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:
($894,158.99).

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

See attached scope of work

Fees
Corporate Parkway Extension Project
Conceptual, Preliminary & Final Design Proposal

Project Task	**Fee**
Survey:	$19,800.00
Geotechnical Investigation:	$6,600.00
Environmental Investigation:	$8,800.00
Traffic Consulting Services:	$13,255.00
Civil Design:	$449,725.00
Electrical Design:	$22,918.50
TAS Plan Review and Inspection:	$2,365.00
Project Coordination / Administration:	$28,475.00
Construction Material Testing	$87,220.49
Two Additional Roundabouts and Median Design Allowance along Corporate and Future Roadway "A"	$105,000.00
Traffic Signal Design or Roundabout Allowance - Midtown @ Corporate	$65,000.00
Roundabout Allowance - Midtown @ Future Roadway "A"	$45,000.00
Landscape and Irrigation Design Allowance	$40,000.00
TOTAL	**$894,158.99**

CONCEPTUAL DESIGN				**$ 163,067.00**
Civil Design Services	Hourly Rate	Hours/Phase		$ 157,600.00
Sr. Professional Engineer - Project Coordination	$ 215.00	45	$ 9,675.00	
Principal Design Engineer	$ 200.00	60	$ 12,000.00	
Sr. Professional Design Engineer	$ 180.00	120	$ 21,600.00	
Jr. Professional Design Engineer	$ 160.00	150	$ 24,000.00	
Sr. EIT	$ 135.00	150	$ 20,250.00	
Jr. EIT	$ 130.00	0	$ -	
Graduate Engineer	$ 125.00	125	$ 15,625.00	
Staff Planner	$ 125.00	50	$ 6,250.00	
Project Manager	$ 125.00	100	$ 12,500.00	
GIS Technician	$ 125.00	0	$ -	
Civil Designer	$ 125.00	160	$ 20,000.00	
Drafter / Intern	$ 85.00	160	$ 13,600.00	
Administrative	$ 70.00	30	$ 2,100.00	
Electrical Design Services	Hourly Rate	Hours/Phase		$ 5,467.00
Field Services Tech III	$ 100.00	4	$ 400.00	
Engineering Tech II	$ 125.00	24	$ 3,000.00	
Engineering Tech IV	$ 235.00	4	$ 940.00	
Professional Engineering III	$ 315.00	2	$ 630.00	

PRELIMINARY DESIGN				**$ 115,767.00**
Civil Design Services	Hourly Rate	Hours/Phase		$ 110,300.00
Sr. Professional Engineer - Project Coordination	$ 215.00	50	$ 10,750.00	
Principal Design Engineer	$ 200.00	35	$ 7,000.00	
Sr. Professional Design Engineer	$ 180.00	80	$ 14,400.00	
Jr. Professional Design Engineer	$ 160.00	85	$ 13,600.00	
Sr. EIT	$ 135.00	100	$ 13,500.00	
Jr. EIT	$ 130.00	0	$ -	
Graduate Engineer	$ 125.00	100	$ 12,500.00	
Staff Planner	$ 125.00	30	$ 3,750.00	
Project Manager	$ 125.00	70	$ 8,750.00	
GIS Technician	$ 125.00	0	$ -	
Civil Designer	$ 125.00	110	$ 13,750.00	
Drafter / Intern	$ 85.00	120	$ 10,200.00	
Administrative	$ 70.00	30	$ 2,100.00	
Electrical Design Services	Hourly Rate	Hours/Phase		$ 5,467.00
Field Services Tech III	$ 100.00	4	$ 400.00	
Engineering Tech II	$ 125.00	24	$ 3,000.00	
Engineering Tech IV	$ 235.00	4	$ 940.00	
Professional Engineering III	$ 315.00	2	$ 630.00	

FINAL DESIGN				**$ 115,327.00**
Civil Design Services	Hourly Rate	Hours/Phase		$ 110,300.00
Sr. Professional Engineer - Project Coordination	$ 215.00	50	$ 10,750.00	
Principal Design Engineer	$ 200.00	35	$ 7,000.00	
Sr. Professional Design Engineer	$ 180.00	80	$ 14,400.00	
Jr. Professional Design Engineer	$ 160.00	85	$ 13,600.00	
Sr. EIT	$ 135.00	100	$ 13,500.00	
Jr. EIT	$ 130.00	0	$ -	
Graduate Engineer	$ 125.00	100	$ 12,500.00	
Staff Planner	$ 125.00	30	$ 3,750.00	
Project Manager	$ 125.00	70	$ 8,750.00	
GIS Technician	$ 125.00	0	$ -	
Civil Designer	$ 125.00	110	$ 13,750.00	
Drafter / Intern	$ 85.00	120	$ 10,200.00	
Administrative	$ 70.00	30	$ 2,100.00	
Electrical Design Services	Hourly Rate	Hours/Phase		$ 5,027.00
Engineering Tech II	$ 125.00	24	$ 3,000.00	
Engineering Tech IV	$ 235.00	4	$ 940.00	
Professional Engineering III	$ 315.00	2	$ 630.00	

BID DOCUMENTS				**$ 28,752.00**
Civil Design Services	Hourly Rate	Hours/Phase		$ 23,725.00
Sr. Professional Engineer - Project Coordination	$ 215.00	10	$ 2,150.00	
Principal Design Engineer	$ 200.00	8	$ 1,600.00	
Sr. Professional Design Engineer	$ 180.00	0	$ -	
Jr. Professional Design Engineer	$ 160.00	0	$ -	
Sr. EIT	$ 135.00	0	$ -	
Jr. EIT	$ 130.00	0	$ -	
Graduate Engineer	$ 125.00	0	$ -	
Staff Planner	$ 125.00	0	$ -	
Project Manager	$ 125.00	80	$ 10,000.00	
GIS Technician	$ 125.00	0	$ -	
Civil Designer	$ 125.00	35	$ 4,375.00	
Drafter / Intern	$ 85.00	0	$ -	
Administrative	$ 70.00	80	$ 5,600.00	
Electrical Design Services	Hourly Rate	Hours/Phase		$ 5,027.00
Administration	$ 105.00	8	$ 840.00	
Engineering Tech II	$ 125.00	16	$ 2,000.00	
Engineering Tech IV	$ 235.00	2	$ 470.00	
Professional Engineering III	$ 315.00	4	$ 1,260.00	

PROJECT COORDINATION / ADMINISTRATION						$	28,475.00
Civil Design Services		Hourly Rate	Hours/Phase			$	28,475.00
Sr. Professional Engineer - Project Coordination	$	215.00	40	$	8,600.00		
Principal Design Engineer	$	200.00	10	$	2,000.00		
Sr. Professional Design Engineer	$	180.00	0	$	-		
Jr. Professional Design Engineer	$	160.00	0	$	-		
Sr. EIT	$	135.00	0	$	-		
Jr. EIT	$	130.00	0	$	-		
Graduate Engineer	$	125.00	0	$	-		
Staff Planner	$	125.00	0	$	-		
Project Manager	$	125.00	100	$	12,500.00		
GIS Technician	$	125.00	0	$	-		
Civil Designer	$	125.00	15	$	1,875.00		
Drafter / Intern	$	85.00	0	$	-		
Administrative	$	70.00	50	$	3,500.00		

CONSTRUCTION PHASE SERVICES						$	49,730.50
Civil Design Services		Hourly Rate	Hours/Phase			$	47,800.00
Sr. Professional Engineer - Project Coordination	$	215.00	20	$	4,300.00		
Principal Design Engineer	$	200.00	45	$	9,000.00		
Sr. Professional Design Engineer	$	180.00	0	$	-		
Jr. Professional Design Engineer	$	160.00	0	$	-		
Sr. EIT	$	135.00	0	$	-		
Jr. EIT	$	130.00	0	$	-		
Graduate Engineer	$	125.00	0	$	-		
Staff Planner	$	125.00	0	$	-		
Project Manager	$	125.00	120	$	15,000.00		
GIS Technician	$	125.00	0	$	-		
Civil Designer	$	125.00	100	$	12,500.00		
Drafter / Intern	$	85.00	0	$	-		
Administrative	$	70.00	100	$	7,000.00		
			385				
Electrical Design Services		Hourly Rate	Hours/Phase			$	1,930.50
Engineering Tech II	$	125.00	4	$	500.00		
Engineering Tech IV	$	235.00	4	$	940.00		
Professional Engineering III	$	315.00	1	$	315.00		

TOTAL CIVIL / ELECTRICAL FEE IS: **$ 501,118.50**

* Please note that the Electrical Fees above include M&M's 10% Project Management Fee

Other services and /or allowances in the amount of $393,040.49, including the following:

Survey:	$	19,800.00
Geotechnical Investigation:	$	6,600.00
Environmental Investigation:	$	8,800.00
Traffic Engineering Consulting Services:	$	13,255.00
TAS Plan Review and TAS Inspection:	$	2,365.00
Construction Material Testing:	$	87,220.49
Two Additional Roundabouts and Median Design Allowance	$	105,000.00
Traffic Signal Design Allowance - Corporate	$	65,000.00
Traffic Signal Design Allowance - Roadway A	$	45,000.00
Landscape & Irrigation Design Allowance	$	40,000.00

Total not-to-exceed contract amount, including the design fee, and other services and/or allowances is $894,158.99

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2026

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 5847 San Felipe St. Suite 1600 Houston TX 77057	**CONTACT NAME:** Mataya Robinson **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** Mataya_Robinson@ajg.com
INSURED Mitchell & Morgan, LLP 3204 Earl Rudder Fwy S College Station TX 77845	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Travelers Property Casualty Company of America — 25674 INSURER B : Charter Oak Fire Insurance Company — 25615 INSURER C : Travelers Casualty and Surety Company — 19038 INSURER D : Westfield Insurance Company — 24112 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 795130216 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			6806H6115912647	1/22/2026	1/22/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			6806H6115912647	1/22/2026	1/22/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUP1005X5882647	1/22/2026	1/22/2027	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB9J8540802647G	1/22/2026	1/22/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Retro Date: 8/13/1999 $2M limit Retro: 1/22/26			ADP0001232	1/22/2026	1/22/2027	Per Claim Per Aggregate	$2,000,000 $2,000,000

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

If required by written contract between the insured and the Certificate Holder, the following endorsements forms apply:

General Liability: Additional Insured Endorsement # CG D3 81 09 15
Waiver of Subrogation Endorsement # CG D3 79 01 16
Primary Non-Contributory Endorsement #CG T1 00 02 19

Umbrella: Additional Insured - Included (follows underlying insurance)
Waiver of Our Right to Recover From Others # UM 04 88 07 08
See Attached...

CERTIFICATE HOLDER

City of College Station
PO Box 9960
College Station TX 77842
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC	NAMED INSURED Mitchell & Morgan, LLP 3204 Earl Rudder Fwy S College Station TX 77845
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Organization must be scheduled by Travelers
Workers Compensation: Waiver of Subrogation Endorsement # WC 42 03 04B (12/20/2016) All Texas Operations

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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.

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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.

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ARCHITECTS, ENGINEERS AND SURVEYORS COVERAGE XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- **A.** Broadened Named Insured
- **B.** Incidental Medical Malpractice
- **C.** Reasonable Force – Bodily Injury Or Property Damage
- **D.** Non-Owned Watercraft – Increased To Up To 75 feet
- **E.** Aircraft Chartered With Crew
- **F.** Damage To Premises Rented To You
- **G.** Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion
- **H.** Medical Payments – Increased Limit
- **I.** Increased Supplementary Payments
- **J.** Additional Insured – Owner, Manager Or Lessor Of Premises
- **K.** Additional Insured – Lessor Of Leased Equipment
- **L.** Additional Insured – State Or Political Subdivisions – Permits Relating To Premises
- **M.** Additional Insured – State Or Political Subdivisions – Permits Relating To Operations
- **N.** Who Is An Insured – Newly Acquired Or Formed Organizations
- **O.** Knowledge And Notice Of Occurrence Or Offense
- **P.** Unintentional Omission
- **Q.** Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Written Contract
- **R.** Amended Insured Contract Definition – Railroad Easement

PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such additional organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

   Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to the **DEFINITIONS** Section:

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above

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does not apply to any "bodily injury" arising out of any providing or failing to provide first aid or "Good Samaritan services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES**:

   Sale of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion **a., Expected Or Intended Injury**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) Less than 75 feet long; and

   (b) Not being used to carry any person or property for a charge;

2. The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

   Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (a) Less than 75 feet long; and

   (b) Not being used to carry any person or property for a charge;

3. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for "bodily injury" that arises out of the use of a watercraft that you do not own that is:

   (a) Less than 75 feet long; and

   (b) Not being used to carry any person or property for a charge.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES**:

   This exclusion does not apply to an aircraft that is:

   (a) Chartered with crew to any insured;

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(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for use of an aircraft that is:

(a) Chartered with crew to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

F. DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES**:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

a. Fire;

b. Explosion; .

c. Lightning;

d. Smoke resulting from such fire, explosion, or lightning; or

e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph **6.** of Section **III** – Limits Of Insurance. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

a. Rupture, bursting, or operation of pressure relief devices;

b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or

c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**:

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

a. $1,000,000; or

b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

3. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from such fire, explosion, or lightning; or

(5) Water,

is not an "insured contract";

4. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

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G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to Exclusion **a., Knowing Violation Of Rights Of Another**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

This exclusion does not apply to "personal injury" caused by malicious prosecution.

H. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) $10,000; or

(b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

I. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:**

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you have signed that contract; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you under that written contract.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is an equipment lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is

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committed, after you have signed that written contract; and

b. Is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less; and

b. The insurance provided to such equipment lessor does not apply:

(1) To any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING T O PREMISES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED:**

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED:**

Any state or political subdivision that has issued a permit with respect to operations performed by you or on your behalf is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

(1) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

(2) "Bodily injury" or "property damage" included within the "products – completed operations hazard".

N. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph **4.a.** of **SECTION II – WHO IS AN INSURED:**

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organizations, if you report such organization in writing to us within 180 days after you acquire or form it.

O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2.**, **Duties In The Event of Occurrence, Offense, Claim Or Suit,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

e. The following provisions apply to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

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(1) Notice to us of such "occurrence" or of an offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust), or any "employee" (such as an insurance, loss control or risk manager or administrator) authorized by you to give notice of an "occurrence" or offense.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) A trustee of any trust; or

(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under the Coverage Part may apply.

P. UNINTENTIONAL OMISSION

The following is added to Paragraph **6., Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY WRITTEN CONTRACT

The following is added to Paragraph **8., Transfer of Rights of Recovery Against Others to Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a written contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract signed by you prior to loss.

R. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph **11., OUR RIGHT TO RECOVER FROM OTHERS.**, of **SECTION IV – CONDITIONS.**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;

subsequent to the execution of the contract or agreement.

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TexasMutual®
Insurance Company

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured Copy

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 parson 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 **01/22/2018** at 12:01 a.m. standard time, forms a part of

Policy No. **UBSJ864030** **Travelers Casualty Insurance Co of America effective on** 1/22/2023

Issued to: MITCHELL AND MORGAN LLP

Premium: $1,866.00

NCCI Carrier Code: 29939

Authorized Representative

12/20/2018

PO Box 12058, Austin, TX 78711-2058
(800) 859-5995 | Fax (800) 359-0650 | texasmutual.com

April 23, 2026
Item No. 7.7.
Holleman and Anderson Intersection Improvements Design Contract

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a Professional Services Contract with DCCM, LLC for the design of sidewalk and drainage improvements at the Holleman and Anderson intersection, not-to-exceed $149,681.

Relationship to Strategic Goals:
1. Core Services and Infrastructure
2. Improving Mobility
3. Financial Sustainability

Recommendation(s): Staff recommends approval of the Professional Services Contract

Summary: The City has been awarded funding through the Texas Department of Transportation (TxDOT) Highway Safety Improvement Program (HSIP) for Project CSJ 0917-29-151. The project includes the construction of sidewalk improvements along Anderson Street and Holleman Drive to enhance pedestrian safety, accessibility, and overall mobility in the area.

The HSIP program is a federally funded initiative administered by TxDOT that focuses on reducing traffic fatalities and serious injuries through targeted infrastructure improvements. As part of the program requirements, the City is responsible for the development of engineering design plans, specifications, and estimates (PS&E), while TxDOT will manage and fund the construction phase of the project.

This item is for the design of the improvements. Upon completion of the design, TxDOT will assume responsibility for bidding, construction, and construction management in accordance with HSIP program guidelines.

This project supports the City's strategic goals by leveraging external funding to deliver critical infrastructure improvements and by enhancing multimodal mobility and safety along key corridors. The proposed improvements will address existing gaps in pedestrian infrastructure, contributing to safer and more reliable travel for all users.

There will be a small section of infrastructure that may require easement or right-of-way acquisition. This portion of the project will not be funded or managed by TxDOT.

A formal Advance Funding Agreement with TxDOT will come before Council for approval at a later date.

Budget & Financial Summary: Funds for the cost of design and portions of the project that TxDOT is not responsible for are available in the Streets Capital Improvement Projects Fund. The estimated costs to the city are $245,000, including this professional services contract, funds for land acquisition as well as portions of the project not funded by TxDOT. The estimated costs to TxDOT are approximately $346,000.

Attachments:

1. HSIP Holleman and Anderson Project Exhibit
2. HSIP Holleman and Anderson Design Contract_26300466--BW_VendorSigned

SCALE: NTS

CONCEPTUAL LAYOUT

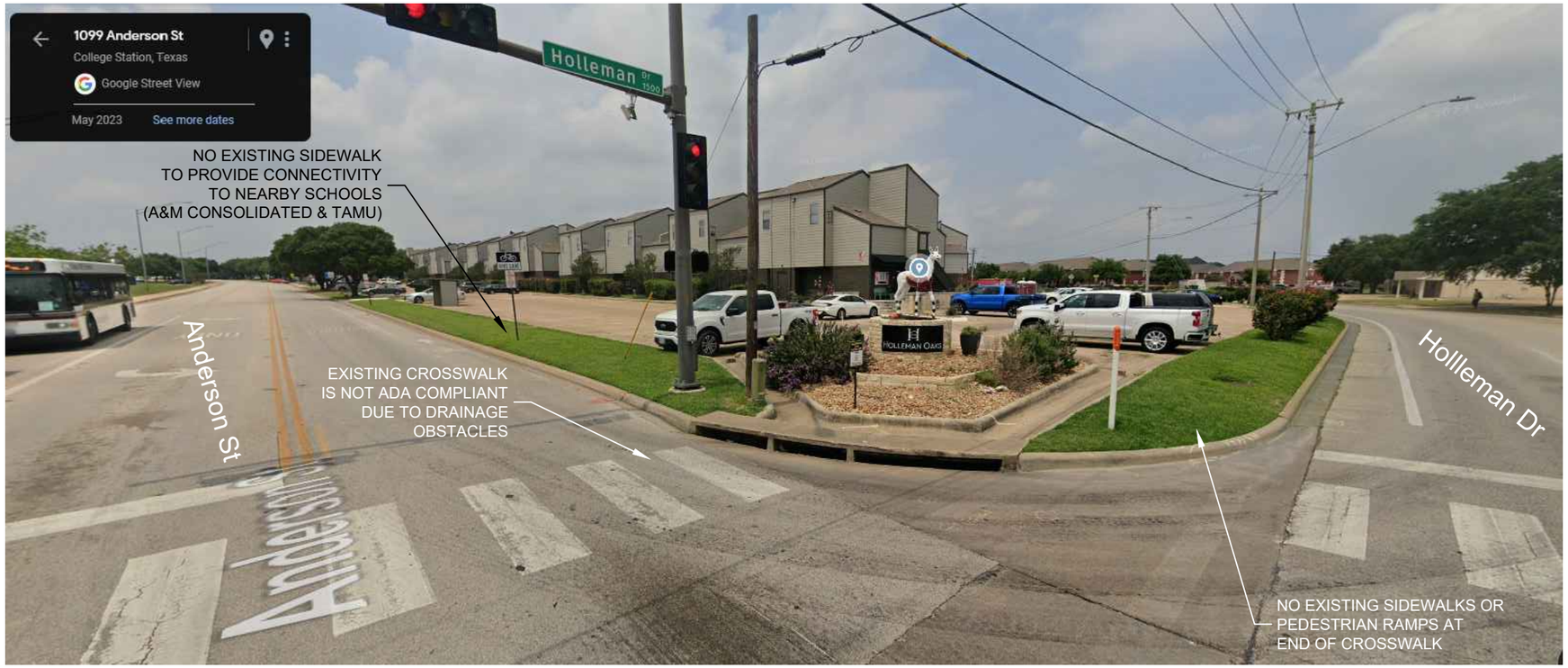
SIDEWALKS ALONG HOLLEMAN DR AND ANDERSON ST

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

OVERALL LAYOUT

SHEET 1/2

1/5/2024



SCALE: NTS

CONCEPTUAL LAYOUT

SIDEWALKS ALONG HOLLEMAN DR AND ANDERSON ST

City of College Station
Home of Texas A&M University®

NORTH CORNER OF ANDERSON ST & HOLLEMAN DR

SHEET 2/2

1/5/2024

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300466 PROJECT #: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: HSIP Holleman Anderson

Name of Contractor: DCCM

CONTRACT TOTAL VALUE: $ 149,681.00 **Grant Funded** Yes ☐ No ■

If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ■ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ■ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ■ N/A
Buy America Required ☐ Yes ☐ No ■ N/A
Transparency Report ☐ Yes ☐ No ■ N/A

■ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

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

Design firm was chosen from the IDIQ list. Funding source: 10010710-5303

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 04/23/26 **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:** NA **Info Tech:** NA

SIGNATURES RECOMMENDING APPROVAL

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
ASST CITY MGR – CFO DATE

_____ _____
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

_____ _____
CITY MANAGER DATE

N/A
_____ _____
MAYOR (if applicable) DATE

N/A
_____ _____
CITY SECRETARY (if applicable) DATE

9.12.23 UPDATED

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

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the "City") and DCCM Infrastructure, Inc, aTexas 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 One Hundred Forty-Nine Thousand Six Hundred Eighty - One and NO/100 Dollars ($149,681.00).

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: see 3.02 **calendar days** after the authorization to commence planning.

(b) Preliminary Design: see 3.02 **calendar days** after authorization to commence PPD.

(c) Final Design: see 3.02 **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):

It is assumed that a Notice to Proceed (NTP) from the City will be received on or before April 18th, 2026. Survey will then commence work and DCCM will submit 60% design plans by July 24th, 2026. The subsequent 100% draft and final plans will be provided September 18th and October 16th, 2026, respectively. These dates assume the City and TxDOT will provide comments/approval on each plan review within two weeks of submission. All dates are subject to the assumptions listed herein and any modifications will be subject to adjusted submittal dates.

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 **$**_____. 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 "Indemnitee") from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or 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	DCCM Infrastructure, Inc.
Attn: DeAnna Ordonez	Attn: Greg Lanting, P.E.
PO BOX 9960	1701 Southwest Parkway, Ste 111
1101 Texas Ave	
College Station, TX 77842	College Station, TX 77840
Dordonez @cstx.gov	GLanting@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 cause by force majeure.

List of Exhibits

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

DCCM INFRASTRUCTURE, INC.

By: Brandon Boatcallie

Printed Name: Brandon Boatcallie

Title: Sr Corporate Vice President

Date: 4/15/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES

March 18, 2026 Via: E-Mail

DeAnna Ordonez
Graduate Engineer II
City of College Station Public Works – Traffic Engineering
300 Krenek Tap Road
College Station, TX 77840

Re: Proposal for Professional Services: CSJ 0917-29-151 Holleman / Anderson Sidewalk Project

Dear DeAnna Ordonez:

DCCM Infrastructure, Inc. (DCCM) is pleased to submit this proposal to **The City of College Station (City)** for professional services in connection with the **Holleman / Anderson Sidewalk Project**. DCCM understands the City has received TxDOT HSIP Grant funding for the installation of sidewalk along Holleman Drive (830') and Anderson Street (550'), with ADA improvements at the intersection that will include drainage modifications. This proposal outlines the scope associated with the sidewalk improvements and associated signal modifications and generally includes project management, engineering design, utility coordination, bidding and construction phase services, and topographic and ROW acquisition support services.

A. Services to be provided by DCCM:

Project Management
DCCM will provide project management services including arranging and attending up to 4 coordination / review meetings, plan production and TxDOT submittal management, City of College Station Planning and Development services plan review comment responses, sub-consultant coordination, monthly invoicing (assumed 6 months), and QA/QC efforts for the project.

Engineering Design
DCCM will prepare the engineering design plans and specifications for the Holleman / Anderson sidewalk project to meet TxDOT requirements for bidding and construction.

The design plans will include the following tasks and deliverables:

1. General plan sheets including the Title Sheet, Index of Sheets & Location Map, Project Layout/Survey Control, General Construction Notes, and Estimate & Quantity Summary Sheets. (6 sheets total)
2. Traffic Control Plan Layouts for sidewalk construction. (2 sheets total)

3. Sidewalk design including sidewalk layout/grading. (2 sheets total)
4. Intersection layout sheet that will facilitate the possible two-phase construction. (1 sheet total)
5. Retaining wall profiles and driveway details (2 sheets total)
6. Removal layouts (2 sheets total)
7. Signing and Striping Layout (2 sheets total)
8. Storm Water Pollution Prevention Sheets (2 sheets total)
9. Existing and Proposed Drainage Area Maps, Drainage Calculations, and Drainage Plan and Profiles (4 sheets total)
10. Design standards (to include TCP, Sidewalk, Signing and Striping, SW3P, and Drainage).
11. Opinion of probable construction costs (to be submitted with 60% and 100% submittals).

DCCM will formally submit design plans for City and TxDOT review at 60% and 100% completion and will attend meetings to discuss any comments. Prior to the 60% plan submission, DCCM will prepare a preliminary plan exhibit to discuss with the City for consensus and direction before moving further into the design. Final deliverables will include 11" x 17" plans and a digital copy of CAD and PDF files for the project.

Signal Design
See *Attachment A* for the signal design support services proposal and fee schedule.

Utility Coordination
DCCM will assist the City in coordinating with all utility providers affected by the proposed design. This effort includes formal notification assistance, review of proposed redesign and permit drawings, and aiding in verification that utility clearances and conflicts are identified and addressed early to support a smooth construction process.

Bidding and Construction Phase Services
DCCM will assist TxDOT during the bidding process by preparing pertinent forms and inputting data in TxDOT Connect letting software. DCCM will provide engineering support services during construction to include review of shop drawings and resolution of contractor's request for information (RFI's) on civil issues, if required. A maximum of two site visits will be provided for the review of the contractor's general conformance with the construction documents for installation of civil works. If a site visit is requested and completed, DCCM representative will prepare notes of the visit for distribution to all required parties. (Note: This is not to be considered onsite Construction Observation.)

Topographic Surveying and ROW Acquisition Support Services
See *Attachment B* for the topographic surveying and ROW acquisition support services proposal and rate schedule.

B. To Be Provided by the City:

- The City will facilitate the provision of existing data (including copies of plats, property boundary data, drainage studies, as-built plans, etc.) and any other available project related documentation, which would assist in the completion of the project.
- The City and TxDOT will review the 60% and 100% plan submittals and will provide comments to DCCM as part of the respective internal review processes. DCCM will respond to the comments as part of the review process.
- The City's review of the preliminary plan exhibit and 60% submission will be limited to one week for each case.
- The City would provide any and all bidding and construction phase services for a possible phase two City lead construction project.

C. Schedule

It is assumed that a Notice to Proceed (NTP) from the City will be received on or before April 18th, 2026. Survey will then commence work and DCCM will submit 60% design plans by July 24th, 2026. The subsequent 100% draft and final plans will be provided September 18th and October 16th, 2026, respectively. These dates assume the City and TxDOT will provide comments/approval on each plan review within two weeks of submission. All dates are subject to the assumptions listed herein and any modifications will be subject to adjusted submittal dates.

D. Assumptions:

The proposed scope of services does *not* include storm water quality management planning, traffic counts or traffic studies, public engagement activities, illumination design, or any material testing or construction observation/inspection services. Additionally, all environmental services and ADA registration/inspection responsibilities will be performed by TxDOT.

The intersection layout sheet will facilitate a stop point for sidewalk and drainage design and quantities, should the ROW not be acquired at Holleman and Anderson in time for the TxDOT construction. If this happens, we have clean sheets and quantities that can be omitted from the TxDOT set. Then the City takes the omitted sheets to construction and manages the construction once ROW has been acquired.

E. Compensation:

We propose to provide the specific services described above as follows:

Project Management	*$16,460.00*
Engineering Design	*$86,946.00*
Signal Design	$21,582.00
Utility Coordination	$4,880.00
Bidding and Construction Phase Services	$8,088.00
Topographic Surveying and ROW Acquisition Support Services	$11,725.00
Total (Hourly NTE)	$149,681.00

DCCM's hourly tasks and assumed level of effort will be billed in accordance with Attachment C. 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 that 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.

F. Additional Services:

We have made our best effort to prepare a complete and thorough proposal for the successful delivery of this project. However, additional services may be required or requested that are not included in this proposal. If such services are identified, DCCM will submit a separate proposal for the City's approval prior to proceeding.

Please contact us with any questions. Thank you for continuing to choose **DCCM Infrastructure, Inc.** We look forward to working with the City of College Station on this important project.

Regards,

DCCM Infrastructure, Inc.

Greg Lanting, P.E.
Project Manager

Attachment A

Proposal for Signal Design Support

10801-1 N. MoPac Expressway, STE 250
Austin, TX 78759
Office 512.821.2081
dccm.com

DCCM- TRAFFIC AND PLANNING

CLIENT:	DCCM- Infrastructure & Power
PROJECT:	TSD Anderson at Holleman
TOTAL BUDGET:	$21,582.00, Hourly-Not to Exceed

Scope of Services:
DCCM- Traffic and Planning will provide the following professional traffic engineering services relating to Traffic Signal Modifications at the intersection of Anderson Street and Holleman Drive in College Station, TX.

Task 1.1 – Preliminary Engineering

The preliminary engineering will include a site visit for field analysis and data collection. Topographic survey and utility information will be provided by others in support of the Traffic Signal Design effort.

Task 1.2 – Traffic Signal Design

DCCM will prepare a traffic signal modification design for the intersection of Holleman Drive at Anderson Street. The signal design shall include the following sheets:

- General notes, specifications, and summary of quantities
- Existing intersection layout
- Proposed signal layout
- Proposed signal details
- Proposed signal elevations
- Standard details

The traffic signal design will be limited to placing a new pedestrian pole and corresponding equipment for the re-aligned crossings at the northwest corner of the intersection. The signal will be designed per the latest TxDOT standards and specifications.

Deliverables: One (1) draft PS&E set to be delivered electronically to the client and one (1) final PS&E set to be delivered electronically to the client. The final set will be signed and sealed by an engineer licensed in the State of Texas.

Task 2 – Project Administration

Provide administrative services (contract administration, billing, and clerical) for the project. Project files will be maintained throughout all phases of the project, including (as appropriate) documentation of correspondence, meeting notes, telephone calls, emails, etc. Invoices and progress reports will be submitted on a monthly basis or as needed. DCCM- Traffic and Planning will attend up to one (1) virtual meetings with City/TxDOT for the purpose of this scope of work.

Basis of Estimate:
Modifications to the scope after confirmation will be deemed additional services and will require subsequent authorization from the Client.

TxDOT will be the only reviewing agency.

All changes to the Traffic Signal Design must be approved and documented by the sealing engineer. The contractor is responsible for providing any proposed changes to the project design to the engineer for approval.

Exclusions:
This scope of services does not include the following:

- Roadway design
- Driveway permits or any permitting related to construction
- Submission, review or any other fees
- Signing and Pavement Marking Plans
- Drainage design or Structural design
- Topographic survey
- Highway or Intersection Traffic Analysis
- Signal Warrant Analysis
- Field observation during construction
- Bid phase services
- Construction phase services
- Signal design for vehicular road users
- Design services beyond those specifically stated in this scope, including revisions to plans after final submittal and approval
- Reimbursable expenses associated with any additional services provided
- Any tasks not explicitly defined within the scope of services

These services, if required and upon agreement between DCCM- Traffic and Planning and DCCM-Infrastructure & Power, will be performed as an additional service.

Sincerely,

DCCM- Traffic and Planning

Jay Jain, P.E., PTOE

Transportation Engineer

AUTHORIZATIONS

DCCM- Infrastructure & Power		**DCCM- Traffic and Planning**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Sub Provider: DCCM- TRAFFIC & PLANNING

College Station HSIP Signal Work Task	Senior Project Manager	Project Manager	Project Engineer	EIT II	Graduate Engineer/EIT I	Production Technician	Sr. Clerical/ Administrator	Total Hours	Total Amount
Contract Rate	$360.00	$317.00	$202.00	$180.00	$159.00	$123.00	$124.00		
Task 1- Traffic Signal Design									
Task 1.1- Preliminary Engineering									
Site Visit			4	4				8	$1,528.00
Task 1.2- Traffic Signal Plans									
Traffic Signal Notes Sheet		1	1	1	1			4	$858.00
Existing Conditions Layout Sheet		1	1	6	6			14	$2,553.00
Proposed Conditions Layout Sheet		1	2	6	6	1		16	$2,878.00
Signal Details and Elevation Sheet		1	1	4	4			10	$1,875.00
Summary of Quantities		1	1	2	2			6	$1,197.00
Title Sheet								0	$0.00
Inclusion of TxDOT Standards		1	1	2	2			6	$1,197.00
90% QAQC	2	1	1	4	4			12	$2,595.00
Addressing 90% Comments from TxDOT		1	2	4	4			11	$2,077.00
100% QAQC	1	1	1	2	2			7	$1,557.00
Total Hours	3	9	15	35	31	1	0	94	
Contract Rate	$360.00	$317.00	$202.00	$180.00	$159.00	$123.00	$124.00		
Task 1 - Traffic Signal Design	**$1,080.00**	**$2,853.00**	**$3,030.00**	**$6,300.00**	**$4,929.00**	**$123.00**	**$0.00**		**$18,315.00**

	Senior Project Manager	Project Manager	Project Engineer	EIT II	Graduate Engineer/EIT I	Production Technician	Sr. Clerical/ Administrator	Total Hours	Total Amount
Task 2 - Project Management									
Monthly Progress Reports and Invoicing		2	2				4	8	$1,534.00
Meeting Minutes, Project Files, etc.		2						2	$634.00
Attend Meeting with City, TxDOT, etc		1	1	1				3	$699.00
Total Hours	0	5	3	1	0	0	4	13	
Contract Rate	$360.00	$317.00	$202.00	$180.00	$159.00	$123.00	$124.00		
Task 2 - Project Management	**$0.00**	**$1,585.00**	**$606.00**	**$180.00**	**$0.00**	**$0.00**	**$496.00**		**$2,867.00**

Labor	
Task 1- Traffic Signal Design	$18,315.00
Task 2- Project Management	$2,867.00
Total Labor	**$21,182.00**
ODE	$ 400.00
Total	**$21,582.00**

Attachment B

Proposal for Topographic Surveying Services

January 28, 2026 Via: E-Mail

Greg Lanting, PE
Senior Project Manager
DCCM
1701 Southwest Parkway, Ste 111
College Station, Texas 77840

Fee Proposal for Professional Services
Topographic Surveying- City of College Station HSIP – Holleman and Anderson

DCCM appreciates the opportunity to provide this scope and fee proposal for topographic surveying services to DCCM (Client), the prime contractor for City of College Station (City) for the HSIP – Holleman and Anderson Project.

Project Location:

The project area will include topographic services along Anderson Street in a northwest direction from the intersection of Holleman Drive and Anderson Street for approximately 600 l.f. and along Holleman Drive in a northerly direction from intersection of Holleman Drive and Anderson Street for approximately 1000 l.f.

Survey Scope:

Topographic Survey w/ One Call Locates
Utilizing new data, DCCM will prepare an up-to-date, comprehensive topographic survey of the project route. DCCM will establish a minimum of 4 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). The Final Plat of Anderson Ridge Subdivision Section Two will be plotted and used for right-of-Way purposes. DCCM will coordinate with City of College Station and Texas 8-1-1 utility locators, to survey their buried utility marks. Any utilities not marked by 811 will not be shown. This survey will include all features as stated from edge of curb line to edge of parking lot.

This scope does not include any easement research for any easements that may cross or run within the ROW area. All property ownership will be based on the Brazos County Appraisal District Map information.

Topographic survey will more specifically include the following items:

1. Topo survey of any surface items along the attached limits of sidewalk placement from roadway curb to parking lot curb. Include surface model for these limits.
2. Survey topo of the west and east corners of the Holleman and Anderson intersection.
3. Locate all tree in the vicinity of our work, even if out of ROW.
4. Locate utilities along the route.
5. Pull flowlines on drainage at the intersection. At least one upstream and one downstream of the inlet on the north cover of the intersection.
6. Assume the intersection is going to require ROW/PUE acquisition on the north side, but not sure along other parts of the job. I would at least assume one metes and bounds for the corner, unless your record data says otherwise.

Deliverables:

DCCM 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/ ROW Line Established
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 **$ 9,625.00**.

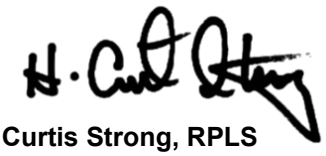
ROW ACQUISITON – Plat and Field Note Description
For preparing plat and filed notes for corner clip at the corner of Holleman Drive and Anderson Street. The total fee shall not exceed **$ 2,100.00**.

Schedule:
DCCM will deliver the up-to-date topo survey files within 30 days of receiving a Notice to Proceed. DCCM will coordinate the surveying schedule with the Client and its other contractors to locate utilities and other features in a timely manner.

Client Provided Services:
The Client shall provide DCCM the following, if necessary for completion of survey:
- Any documentation available, such as existing utility plans and maps, which will aid DCCM in completing the Scope of Services.

Regards,

DCCM Infrastructure, Inc.



Curtis Strong, RPLS
Survey Director, Bryan/College Station
cstrong@dccm.com

Baseline Corp.

2026 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 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

1. Field personnel rates include standard surveying equipment and other standard materials such as stakes, iron rods, flagging, and paint.

2. Mileage is not charged for survey field crews unless specifically specified within agreements.

3. Cost for lodging is subject to change dependent on the geographic location of the work.

4. Reimbursable (out-of-pocket) expenses are charged at cost plus 10%.

Attachment C

DCCM Hourly Rate Sheet and Level of Effort

DCCM Infrastructure, Inc.

2026 Billable Rates by Classification

Classification	Unit	Billable Rate
Principal	Hour	$394.00
Sr. Project Manager	Hour	$360.00
Project Manager	Hour	$317.00
Structural Engineer	Hour	$279.00
Construction Manager	Hour	$279.00
Sr. Project Engineer	Hour	$236.00
Project Engineer	Hour	$202.00
Field Engineer	Hour	$251.00
Electrical & Instrumentation Engineer	Hour	$236.00
Engineer Technician	Hour	$196.00
EIT II	Hour	$180.00
Graduate Engineer/EIT I	Hour	$159.00
Structural Inspector	Hour	$185.00
Construction Observer/Sr. Inspector III	Hour	$180.00
Construction Observer/Inspector II	Hour	$167.00
Construction Observer/Inspector I	Hour	$144.00
Sr. Designator	Hour	$152.00
Designator	Hour	$131.00
Sr. Utility Coordinator	Hour	$219.00
Utility Coordinator	Hour	$192.00
Production Manager	Hour	$294.00
Production Technician	Hour	$123.00
Sr. Electrical Designer	Hour	$206.00
Sr. CADD/Designer	Hour	$223.00
CADD/Designer	Hour	$177.00
CADD Technician	Hour	$146.00
GIS Manager	Hour	$234.00
GIS Analyst	Hour	$134.00
Sr. Clerical/Administrator/Document Specialist/Recordkeeper	Hour	$124.00
Clerical/Administrator	Hour	$114.00
3D Modeling	Day	$1,182.00

**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.

	Senior PM	PM	PE	EIT I	CADD	
General	$360.00	$317.00	$202.00	$159.00	$146.00	
Cover Sheet - 1 sheet	1		1	4	8	$2,366.00
Index / Location Map - 1 sheet	1		1	4	8	$2,366.00
Project Layout \ Horizontal Data \ Survey Data - 1 sheet	1		1	4	8	$2,366.00
Estimate Sheet - 1 sheet			1	4		$838.00
General Notes - 1 sheet			1	4		$838.00
Quanitity Summaries - 1 sheet	1		4	8	8	$3,608.00
					Subtotal	**$12,382.00**
	Senior PM	**PM**	**PE**	**EIT I**	**CADD**	
Traffic Control	$360.00	$317.00	$202.00	$159.00	$146.00	
Traffic Control Plan - 2 sheet double plan	2		8	16	16	$7,216.00
Traffic Control Standards			1	4		$838.00
					Subtotal	**$8,054.00**
	Senior PM	**PM**	**PE**	**EIT I**	**CADD**	
Sidewalk	$360.00	$317.00	$202.00	$159.00	$146.00	
Sidewalk Layouts - 2 sheets double plan (including grading)	4		8	32	16	$10,480.00
Retaining wall profiles - 1 sheet profiles	1		4	8	8	$3,608.00
Driveway Details - 1 sheet	1		1	4	8	$2,366.00
Intersection Layout Sheet (Accounts for possible 2 phase construction)	8		16	24		$9,928.00
Special details	2		4	16	8	$5,240.00
Standards			1	4		$838.00
					Subtotal	**$32,460.00**
	Senior PM	**PM**	**PE**	**EIT I**	**CADD**	
Removals	$360.00	$317.00	$202.00	$159.00	$146.00	
Removal layouts	1		2	8	16	$4,372.00
					Subtotal	**$4,372.00**
	Senior PM	**PM**	**PE**	**EIT I**	**CADD**	
Signing / Striping	$360.00	$317.00	$202.00	$159.00	$146.00	
Signing / Striping Layouts - 2 sheets double plan	1		2	8	16	$4,372.00
Small Sign Summary			1	2	4	$1,104.00
Signing / Striping Standards			1	4		$838.00
					Subtotal	**$6,314.00**
	Senior PM	**PM**	**PE**	**EIT I**	**CADD**	
Erosion Control	$360.00	$317.00	$202.00	$159.00	$146.00	
Erosion Control Layouts - 2 sheets double plan	1		2	8	16	$4,372.00
EPIC and SW3P Documentation and Erosion Control Standards	1		2	4		$1,400.00
					Subtotal	**$5,772.00**
	Senior PM	**PM**	**PE**	**EIT I**	**CADD**	
Utility Coordination	$360.00	$317.00	$202.00	$180.00	$146.00	
Utility Coordination	2		8	16		$4,880.00
					Subtotal	**$4,880.00**
	Senior PM	**PM**	**PE**	**EIT I**	**CADD**	
Drainage Sheets	$360.00	$317.00	$202.00	$180.00	$146.00	
Drainage Area Map (Exist/Prop)	1		4	8	8	$3,608.00
Drainage Calcs for inlets/pipe	1		4	8	8	$3,608.00
Drainage Plan and Profile (asume 1 sheet)	2		6	24	14	$7,792.00
Quantities	1		2	4	4	$1,984.00
Standards						$600.00
					Subtotal	**$17,592.00**
	Senior PM	**PM**	**PE**	**EIT I**	**CADD**	
Project Management	$360.00	$317.00	$202.00	$180.00	$146.00	
Design submittals - 60% & 100% - 4 hours per submittal	8		8			$4,496.00
Invoicing - 0.5hr x 6 months	3					$1,080.00
Coordination meetings - Assume 4 - Agenda, meeting, minutes	4		8			$3,056.00
Engineer's Estimate - 60% and 100%	4		6			$2,652.00
Specifications	2		4			$1,528.00
Planning / Development Services Review	4		4			$2,248.00
Contract Time Determination	1		2	4		$1,400.00
					Subtotal	**$16,460.00**
	Senior PM	**PM**	**PE**	**EIT I**	**CADD**	
Bidding and CPS	$360.00	$317.00	$202.00	$180.00	$146.00	
TxDOT Connect	4		8			$3,056.00
Shop drawing review	1		4			$1,168.00
2 site visits	2		4			$1,528.00
RFIs	2		8			$2,336.00
					Subtotal	**$8,088.00**
Signal Design (Traffic and Planning) (See Appendix for LOE)					**Subtotal**	***$21,582.00***
Topo (Texas Survey) (See Appendix for LOE)					**Subtotal**	***$9,625.00***
ROW Acquisition (Texas Survey) (See Appendix for LOE)					**Subtotal**	***$2,100.00***
					Total	***$149,681.00***

EXHIBIT B
PAYMENT TERMS

Compensation is based on ***actual*** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of $ See attached billable rates 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:
($149,681.00).

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.

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/23/2026

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).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DCCM Infrastructure, Inc. DCCM, LLC 1710 Seamist Dr. Houston TX 77008 USA	INSURER A: HDI Specialty Insurance Company	16131
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570118645334 **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.

Limits shown are as requested

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	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Architects & Engineers Professional			PID6558401S Claims Made SIR applies per policy terms & conditions	06/30/2025	06/30/2026	Per Claim Limit Aggregate Limit	$1,000,000 $2,000,000

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

Re: CSJ 0917-29-151 Holleman / Anderson Sidewalk Project

Certificate No : 570118645334

CERTIFICATE HOLDER

City of College Station
Attn: DeAnna Ordonez,
Graduate Engineer II
Public Works - Traffic Engineer
300 Krenek Tap Road
College Station TX 77840 USA

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

Aon Risk Services Northeast, Inc.

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Client#: 189537 DCCMLLC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2026

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: Loretta Schuelke
PHONE (A/C, No, Ext): 800 499-0933 **FAX (A/C, No):** 866 577-1326
E-MAIL ADDRESS: loretta.schuelke@propelinsurance.com

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 :	

INSURED
DCCM Infrastructure, Inc.
DCCM, LLC
1710 Seamist Dr
Houston, TX 77008-3119

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:			GLO872027302	06/30/2025	06/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAP872027402	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			SXS808437602	06/30/2025	06/30/2026	EACH OCCURRENCE AGGREGATE 	$10,000,000 $10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC872027202	06/30/2025	06/30/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

RE: contract No. 26300466
The City, its officials, agents, employees and volunteers. Additional Insured Status applies per attached form(s). Primary and Non-Contributory coverage applies per attached form(s).Waiver of Subrogation applies per attached form(s).

CERTIFICATE HOLDER

City of College Station
PO Box 9960
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
Mitchell R. Gu

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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":

a. 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.

b. 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.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. 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:

(2) 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.

(4) 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.

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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";

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(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:

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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:

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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".

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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 _____

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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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April 23, 2026
Item No. 7.8.
Annual Price Agreement for Distribution Poles

Sponsor: Glenn Gavit

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the award of an annual price agreement to Techline, Inc. (Techline) for Distribution Poles, not-to-exceed $2,637,750.

Relationship to Strategic Goals:
Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends award of this purchase with Techline in the amount not to exceed $2,637,750.00. This price agreement aligns with historical years' activity for Electrical warehouse needs.

Summary: Staff issued Bid #26-053 on February 20, 2026, for Annual Price Agreement for Purchase of Distribution Poles and the Bid was opened on March 10, 2026. Five (5) sealed proposals were received and Electric staff reviewed for compliance of required specifications, pricing, and delivery times.

Purchase Orders will be issued to vendors as inventory restock is required.

Budget & Financial Summary: Funds are budgeted and available within the Electrical Fund. Various projects will be expensed as supplies are requisitioned by staff and issued from inventory.

Attachments:
1. 26-053 APA for Distribution Poles CC 04.23.26

ITB #26-053
ANNUAL PRICE AGREEMENT FOR DISTRIBUTION POLES
03/10/2026 @ 2:00 P.M.

Group A - Tangent Fiberglass/Composite			TECHLINE, INC.		
A-1	30' Fiberglass Composite Pole Tangent	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	87922.00		
		Unit Price	**$ 2,750.00**	30	$ 82,500.00
A-2	35' Fiberglass Composite Pole Tangent	MFG	3150		
		Delivery (Weeks)	20-22		
		Groundline Moment	106757.00		
		Unit Price	**$ 3,150.00**	30	$ 94,500.00
A-3	40' Fiberglass Composite Pole Tangent	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	132292.00		
		Unit Price	**$ 3,830.00**	100	$ 383,000.00
A-4	45' Fiberglass Composite Pole Tangent	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	147464.00		
		Unit Price	**$ 4,190.00**	100	$ 419,000.00
A-5	50' Fiberglass Composite Pole Tangent	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	146418.00		
		Unit Price	**$ 5,219.00**	20	$ 104,380.00
A-6	55' Fiberglass Composite Pole Tangent	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	172911.00		
		Unit Price	**$ 7,400.00**	10	$ 74,000.00
Group B - Self Supporting Fiberglass/Composite					
B-1	45' Fiberglass Composite Pole Self-Supporting - 6 Degree	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	356466.00		
		Unit Price	**$ 8,370.00**	10	$ 83,700.00
B-2	45' Fiberglass Composite Pole Self-Supporting - 12 Degree	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	509698.00		
		Unit Price	**$ 9,295.00**	10	$ 92,950.00
B-3	45' Fiberglass Composite Pole Self-Supporting - 18 Degree	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	612095.00		
		Unit Price	**$ 9,840.00**	10	$ 98,400.00
B-4	50' Fiberglass Composite Pole Self-Supporting - 6 Degree	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	356289.00		
		Unit Price	**$ 10,925.00**	10	$ 109,250.00
B-5	50' Fiberglass Composite Pole Self-Supporting - 12 Degree	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	560592.00		
		Unit Price	**$ 10,925.00**	10	$ 109,250.00
B-6	50' Fiberglass Composite Pole Self-Supporting - 18 Degree	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	763490.00		
		Unit Price	**$ 13,682.00**	10	$ 136,820.00
B-7	55' Fiberglass Composite Pole Self-Supporting - 6 Degree	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	404665.00		
		Unit Price	**$ 10,200.00**	10	$ 102,000.00
B-8	55' Fiberglass Composite Pole Self-Supporting - 12 Degree	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	658793.00		
		Unit Price	**$ 13,280.00**	10	$ 132,800.00
B-9	55' Fiberglass Composite Pole Self- Supporting - 18 Degree	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	863182.00		
		Unit Price	**$ 14,270.00**	10	$ 142,700.00
B-10	60' Fiberglass Composite Pole Self-Supporting - 6 Degree	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	453796.00		
		Unit Price	**$ 12,660.00**	10	$ 126,600.00
B-11	60' Fiberglass Composite Pole Self-Supporting - 12 Degree	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	707324.00		
		Unit Price	**$ 15,750.00**	10	$ 157,500.00
B-12	60' Fiberglass Composite Pole Self-Supporting - 18 Degree	MFG	SHAKESPEARE		
		Delivery (Weeks)	20-22		
		Groundline Moment	962484.00		
		Unit Price	**$ 18,840.00**	10	$ 188,400.00
TOTAL BID AMOUNT				**$**	**2,637,750.00**

Five (5) total responses received, only one (1) response meeting required specfications: Techline, Inc.

April 23, 2026
Item No. 7.9.
ITB# 26-056 APA for Distribution Conductor

Sponsor: Glenn Gavit

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on awarding an annual price agreement to KBS Electrical Distribution, Inc. (KBS) for Distribution Conductor, not-to-exceed $2,008,250.

Relationship to Strategic Goals:
Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends award of this purchase with KBS in the amount not to exceed $2,008,250.00. This price agreement aligns with historical years' activity for Electrical warehouse needs.

Summary: Staff issued Bid #26-056 on March 05, 2026, for Annual Price Agreement for Purchase of Distribution Conductor and the Bid was opened on March 25, 2026. Five (5) sealed proposals were received and Electric staff reviewed for compliance of required specifications, pricing, and delivery times.

Purchase Orders will be issued to vendors as inventory restock is required.

Budget & Financial Summary: Funds are budgeted and available within the Electrical Fund. Various projects will be expensed as supplies are requisitioned by staff and issued from inventory.

Attachments:
1. 26-056 APA for Distribution Conductor CC 04.23.26

CITY OF COLLEGE STATION - COLLEGE STATION UTILITIES ELECTRIC DEPT
ITB#26-056: CSU
ELECTRICAL POWER DISTRIBUTION CONDUCTORS
03/25/26 @ 2:00 P.M.

Item	Quantity (ft)	Description	KBS ELECTRICAL			Metro Cable & Wire			MVA Power		
			UNIT PRICE	TOTAL	LEAD TIMES	UNIT PRICE	TOTAL	LEAD TIMES	UNIT PRICE	TOTAL	LEAD TIMES
1	150,000	**1/0 AWG 15kV (280-080-00001)** - Class B, filled stranded aluminum conductor, 105°C normal temperature rate, extruded semi-conducting thermosetting conductor shield, 133% insulation level, 220 mil ethylene-propylene rubber insulation, extruded semi-conductive thermosetting jacket, annealed copper full neutral, polyethylene encapsulated jacket applied over concentric neutral. Full specifications listed in Specifications section in the Bid document. Minimum Shipment Quantity in 48 Hours: (3) 2,500 ft. ***Preferred manufacturer: The Okonite Company***	$4.59	$688,500.00	Stock	$5.60	$840,000.00	25 Wks	$ 8.75	$ 1,312,500.00	8-12 Wks
2	65,000	**1000 MCM 15kV (280-080-00016)** - Class B, filled stranded aluminum conductor, 105°C normal temperature rate, extruded semi-conducting thermosetting conductor shield, 133% insulation level, 220 mil ethylene-propylene rubber insulation, extruded semi-conductive thermosetting jacket, annealed copper full neutral, polyethylene encapsulated jacket applied over concentric neutral. Full specifications listed in Specifications section in the Bid document. Minimum Shipment Quantity in 48 Hours: (3) 1,000 ft. ***Preferred manufacturer: The Okonite Company***	$16.69	$1,084,850.00	12-14 Wks	$19.00	$1,235,000.00	25 Wks	$ 27.90	$ 1,813,500.00	8-12 Wks
3	50,000	**2/0 AWG (Converse) Triplex 600V (280-080-00002)** - Class B, concentric-lay stranded, compressed 1350-H19 aluminum. The conductors shall be unipass insulated with cross-linked polyethylene. Neutrals are triple yellow extruded stripe and has sequential footage markers. Full specifications listed in Specifications section in the Bid document.	$1.77	$88,500.00	Stock	$1.81	$90,500.00	11 Wks	$ 2.30	$ 115,000.00	8-12 Wks
4	80,000	**477 MCM AAC (Cosmos) 15kV (280-058-00017)** - Overhead Distribution Conductor, stranded aluminum conductor, Cable shall be manufactured, tested, and made ready for shipment in accordance with the latest edition of the application ASTM and AEIC standards. Full specifications listed in Specifications section in the Bid document.	$1.83	$146,400.00	Stock	$1.82	$145,600.00	15 Wks	$ 2.20	$ 176,000.00	8-12 Wks
				$2,008,250.00			**$2,311,100.00**			**$3,417,000.00**	

Five responses were received; two were deemed non-compliant with ITB No. 26-056.
Intent to Award complete response to: KBS ELECTRICAL DISTRIBUTION

April 23, 2026
Item No. 7.10.
FY 25 JAG Grant ILA

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution on an interlocal agreement with the City of Bryan and Brazos County for expenditures related to the FY 25 Justice Assistance Grant Program.

Relationship to Strategic Goals:
Good governance

Recommendation(s): Staff recommends approval of the ILA.

Summary: The City of Bryan (Police) has applied for the U.S. Department of Justice's 2025 Edward Byrne Memorial Justice Assistance Grant Program ("JAG") FY 25 JAG Grant funds (formula grant based on crime stats) for our county. The City of College Station is listed as a sub- awardee on the grant. Brazos County also must sign off on the agreement, and they are pledged to get 15% of each agency's funds to utilize which is standard. After the 15% allocation, the City of College Station (Police) are allocated $15,750 to be used for criminal justice purposes. The funds will be utilized for rifle bolts, pistols, and carrying cases exclusively for use in simunitions trainings for active shooters and other firearm scenarios.

Budget & Financial Summary: College Station is allocated $15,750 after providing 15% to Brazos County. All funds will be disbursed by the City of Bryan as reimbursements after the funds have been spent. Invoices will need to be provided to the grant manager, Lt. James Murphy with Bryan PD.

Attachments:
1. 2025 JAG MOU

INTERLOCAL AGREEMENT BETWEEN BRAZOS COUNTY, THE CITY OF COLLEGE STATION, AND THE CITY OF BRYAN FOR THE 2025 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into by and between Brazos County, Texas ("County"), acting through its Commissioners' Court, the City of College Station ("College Station"), a Texas home-rule municipal corporation, acting through its City Council; and the City of Bryan, Texas ("Bryan"), a Texas home-rule municipal corporation, acting through its City Council.

WHEREAS, the County, College Station, and Bryan intend to submit a joint application for grant funds under the U.S. Department of Justice's 2025 Edward Byrne Memorial Justice Assistance Grant Program ("JAG"); and

WHEREAS, as a condition precedent to receiving a JAG award, the County, College Station, and Bryan are required to enter into an inter-local agreement designating one joint applicant to serve as the applicant/fiscal agent for the joint funds; and

WHEREAS, the parties agree that Bryan will serve as the applicant/fiscal agent for the joint application; and

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services; and

WHEREAS, the parties represent that each is independently authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the parties find that upon receipt of the JAG award, it is in their best interest to allocate the JAG award according to the dollar amounts and purposes indicated in this Agreement;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as follows:

1. Bryan agrees to pay the County a total of $7,403 from the JAG funds.

2. The County agrees to use the $7,403 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.

3. Bryan agrees to pay College Station a total of $15,750 from the JAG funds.

4. College Station agrees to use $15,750 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.

5. Bryan agrees to retain a total of $26,200 from the JAG funds.

6. Bryan agrees to use $26,200 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.

7. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

8. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

9. No party shall have the right to direct or control the conduct of the other parties with respect to the duties and obligations of each party under the terms of this Agreement.

10. Each entity shall ensure that all applicable laws and ordinances have been satisfied.

11. **Effective Date and Term**. This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect for the four (4) year term of the 2025 JAG program award.

12. **Indemnification.** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.

13. **Consent to Suit**. Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.

14. **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.

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

CITY OF BRYAN	**CITY OF COLLEGE STATION**	**BRAZOS COUNTY**
City Manager	City Manager	County Judge
City of Bryan	City of College Station	Brazos County
300 South Texas Ave	P. O. Box 9960	200 South Texas Ave., Ste. 332
Bryan, Texas 77803	College Station, Texas 77842	Bryan, Texas 77803

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. Nor 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.

17. **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.

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

19. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

20. **Authority to Enter 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.

21. **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 anyway 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 any other different or subsequent breach.

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

23. **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 parties to this Agreement.

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

[SIGNATURE PAGES FOLLOW]

EXECUTED this the _____ day of _____, 2026.

CITY OF BRYAN

APPROVED:

_____
Mayor

APPROVED FOR COUNCIL:

_____
City Manager

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

EXECUTED this the _____ day of _____, 2026.

CITY OF COLLEGE STATION

APPROVED:

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED FOR COUNCIL:

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

_____
Assistant City Attorney/CFO

EXECUTED this the _____ day of _____, 2026.

COUNTY OF BRAZOS

APPROVED:

_____
County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:

_____
Counsel for Brazos County

April 23, 2026
Item No. 7.11.
Award for Annual Service Agreement for Utility Line Locates

Sponsor: Glenn Gavit

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract award to USIC Locating Services, LLC for underground locating services for College Station Utilities (CSU), not-to-exceed $600,000.

Relationship to Strategic Goals:
1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends award of bid from USIC Locating Services, LLC for RFP 26-052 in the amount not to exceed $600,000.

Summary: On February 19, 2026, RFP #26-052 was posted for locating services. On March 12, 2026, one (1) sealed proposal was opened and after evaluation, staff recommends award of the proposal with USIC Locating Services, LLC, in the annual amount not to exceed $600,000.
USIC will assist the City of College Station, as assigned, for locate services and marking all of CSU's underground electric facilities; water and wastewater main lines; and Water SCADA and IT fiber lines using the Texas One Call Center or 811 ticketing system.

Budget & Financial Summary: Funds are allocated in the FY27 Electric capital budget.

Attachments:
1. 26-052 RFP Tabulation
2. USIC 26300467--LKP_VendorSigned

PROPOSAL TABULATION
26-052
ANNUAL PRICE AGREEMENT FOR LOCATE SERVICES
03/12/26 @ 2:00 P.M.

	USIC Locating Services, LLC
Per Ticket Received from the One Call	$19.25
Per Emergency Ticket During Normal Business Hours	$31.02
Per After Hour Call Out Ticket	$52.42
Per Quarter Hour After 30 Minutes Locating	$16.05
Damage Investigation Fee (Not at Fault)	$294.16
Total Score	88

Only one responsive proposal received

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300467 PROJECT #: N/A BID/RFP/RFQ#: 26-052

Project Name / Contract Description: Annual Price Agreement for Locate Services

Locate services for College Station Utilities, IT Fiber and Water SCADA Fiber

Name of Contractor: USIC Locating Services, LLC

CONTRACT TOTAL VALUE: $ 600,000.00 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

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

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

RFP No. 26-052 was publicly advertised on February 19, 2026, and opened on March 12, 2026, at 2:00 p.m.

The solicitation resulted in the receipt of one responsible (1) response, submitted by USIC Locating Services, LLC.

Funding will come from College Station Utilities, Information Technology and Water SCADA.

*(If required)**

CRC Approval Date*: 04/05/2023 **Council Approval Date*:** 04/23/26 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

William Glenn Gavit — 4/10/2026

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 4/10/2026

ASST CITY MGR – CFO — DATE

John A. Haislet — 4/10/2026

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
GENERAL SERVICE CONTRACT

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the "City") and **USIC Locating Services, LLC**, an Indiana limited liability company (the "Contractor"), for the following work: Locate services for College Station Utilities, IT Fiber and Water SCADA Fiber as described in RFP #26-052 and the Scope of Services attached as **Exhibit "A"**, and the General Specifications attached as **Exhibit "B"**.

Definitions. The following capitalized terms when used in this Agreement shall have the following meanings:

1. **City's Facilities** means any Facilities owned or operated by City of College Station, Texas.

2. **Damage Investigation Fee** means the **$294.16** fee charged to City when chargeable pursuant to this Contract, for a damage investigation performed by Contractor (to include Site photographs, measurements and/or other applicable forensic data).

3. **Damage to City's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.

4. **Digital Locating** means the process by which a Locate is completed using maps, records, historical Ticket records, Locate technician expertise, and other industry knowledge to positively respond to a Ticket without Visual Examination.

5. **Excavator(s)** means any person or entity which engages directly in excavation.

6. **Facility(ies)** means any item used in connection with the storage or conveyance of water, sewage, fiber and electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, Hazardous Materials or other substances including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors, either above or below ground.

7. **Gridding** means the geographic boundary area, maps, facility records, and/or similar facility documentation identified by City and the One Call Center and provided to the applicable state One Call Center which is used to determine whether a request for Locate will generate a Ticket for City after receipt of an Excavator's notification of intent to excavate (i.e., receipt of a Locate Ticket).

8. **Locatable Facilities** means City's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of City's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable/Untonable

Facilities.

9. **Locate(s)** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate, and such Locate Services provided by Contractor in accordance with this Contract. As used in this Contract, Locate(s) include(s) "Project Locate", as defined herein after, where applicable in accordance with the definition of "Project Locate" hereunder.

10. **Locate Service(s)** means the services, of any type of ticket, to be provided by Contractor under this Contract consisting of the process of verifying if City's Facilities are present at a location where an Excavator intends to or conducts excavation; when applicable, detection of City's Facilities through the use of electronic locating equipment; and, when applicable, Marking to identify the existence and location of City's Facilities.

11. **Locator At Fault Damage** means Damage to City's Facilities caused by an Excavator that occurs as a direct result of Contractor not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to City's Facilities arising from Contractor's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.

12. **Locator Not At Fault Damage** means Damage to City's Facilities caused by an Excavator or other third party that occurs for any other reason other than Contractor not performing the Locate with Reasonable Accuracy.

13. **Mark(s)(ed)(ing)** means the use of stakes and flags, paint or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the American Public Works Association.

14. **Positive Response** is an 811 notification that communicates to facility owners and operators, and Excavators the status of dig/excavation notices issued by 811.

15. **Reasonable Accuracy** means the placement of appropriate Markings within the applicable state's tolerance zone.

16. **Repair Costs** means the actual costs incurred by City to repair Damage to City's Facilities arising from Locator At Fault Damages (so long as City's actual costs are reasonable and customary), subject to the exclusions below. "Repair Costs" is equal to only the reasonable and customary value of the actual labor, equipment, and material costs incurred by City to repair the Damage to City's Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by City's in-house labor and third-party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. Repair Costs specifically excludes, except where prohibited by law: administrative charges; third party administrative ("TPA") fees; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement,

enlargement, replacement or extension of City's Facilities); invoice markups (whether percentage-based, fixed-amount, or otherwise-calculated; costs arising out of collection actions, whether incurred by the City or collection agencies; any other costs or expenses excluded by Agreement or any other provision of this Contract. Contractor reserves the right to dispute the reasonableness of any of City's actual costs; in the event of such a dispute the parties shall attempt to resolve such dispute.

17. **Site** means the premises where Locate Services are performed, and City has ownership or exercises control.

18. **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person or entity not a party to this Contract arising from or related to Damages to City's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, or (b) damage to or loss or destruction of any property.

19. **Ticket(s)** means the document generated at and transmitted by the One Call Center to Contractor containing each request for Locate.

20. **Unidentifiable Facilities** means City's Facilities that are not apparent at the Site as based on the records, facility prints, drawings, or maps provided by City.

21. **Unlocatable/Untonable Facilities** means City's Facilities, including abandoned Facilities, whose presence is known either from records provided by City or from a Visual Examination, but which cannot be Marked with Reasonable Accuracy by employing standard Locate Services, typically consisting of using one conductive hook up point on either side of the Facility being targeted for Locating.

22. **Visual Examination** means an attempt to determine the existence of City's Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from City's maps and records.

23. **Work Zone Protection** means the activities necessary by Contractor to achieve compliance with federal, state, county, City, and local laws for the safety of motorists and Contractor workers alike. This includes but is not limited to following the rules prescribed by the Manual on Uniform Traffic Control Devices (MUTCD) and contracting services to achieve Temporary Traffic Control commonly referred to as "Flaggers."

ARTICLE I
PAYMENT AND TERM

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor's Completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **SIX- HUNDRED THOUSAND and 00/100 Dollars ($600,000.00).**

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

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

1.04 Term. The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties. Any renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices proposed under the original contract may, by mutual agreement, be increased to reasonably account for changes in the Consumer Price Index (CPI) or the City's cost escalation/de-escalation policy. In the event a new contract cannot be executed at the anniversary date of the original term or any contract renewal term, the contract may be renewed month-to-month until a new contract is executed.

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

ARTICLE II
CHANGE ORDERS

2.01 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

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

(b) **City Council Approval.** When the original contract amount plus all change orders is greater than $100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed $50,000. For such contracts, when a change order exceeds $50,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount.

(c) **Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article I of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

(d) **Dispute.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III
INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

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

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

ARTICLE IV
INSURANCE

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

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

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

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

(a) Commercial General Liability;

(b) Business Automobile Liability; and

(c) Workers' Compensation/Employer's Liability.

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

(a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

(b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit D**; and shall be approved by the City before work begins.

(c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.

(d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.

(e) The City will not accept "claims made" policies.

(f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

(a) General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.

(b) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.

(c) Limits of liability must be equal to or greater than $1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of $2,000,000.00. Limits shall be endorsed to be per project.

(d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance.

(e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

(a) Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.

(b) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.

(c) Combined Single Limit of Liability not less than $1,000,000 per occurrence for bodily injury and property damage.

(d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.

(e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

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

(a) Employer's Liability minimum limits of liability not less than $1,000,000 for each accident/each disease/each employee are required;

(b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and

(c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

ARTICLE V
INDEMNIFICATION AND RELEASE

5.01 Indemnification. The Contractor shall indemnify and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property directly arising out the work or services done by the Contractor under this Contract. In the event the injury or damage is caused by joint negligence, concurrent negligence, or otherwise by the fault of both City and Contractor, the loss or expense shall be borne by each party in proportion to its degree of fault. Contractor has no obligation to defend or not indemnify City for Third Party Claims resulting from Damages that are not caused by Contractor's negligence fault nor shall Contractor be required to defend or indemnify City for damages or Third Party Claims relating to Unidentifiable Facilities, Unlocatable/Untonable Facilities or Third Party Claims that arise from the sole or partial fault, negligence, or willful misconduct of City, its elected and appointed officials, officers, employees, and agents.

5.02 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from claims, demands, and causes of action, 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 the Contractor's work to be performed hereunder in proportion to the Contractor's liability. 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 proportion such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VI
GENERAL TERMS

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

6.02 Termination. Either party may terminate this Contract, at any time, for convenience. In the event of such termination the terminating party will notify the non-terminating Party with 60 days' notice in writing and the non-terminating Party shall cease work immediately. Non-terminating Party shall be compensated for the work or services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work or services performed and expenses incurred before the date of termination.

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

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

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

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

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

6.08 Assignment. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City. Change in Contractor's ownership or control shall not be deemed an Assignment.

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

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

6.11 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

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

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

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

CITY OF COLLEGE STATION	**USIC LOCATING SERVICES, LLC**
Attn: City Attorney PO BOX 9960 1101 Texas Ave College Station, TX 77842 (979) 764-3507	Attn: Contracts 9045 River Road, Suite 200 Indianapolis, IN 46240 contracts@usicllc.com

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

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

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

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

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

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

(c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

6.19 Standard Damage Investigation Procedures.

(a) Should City become aware of any Damage to City's Facilities that occurs after Contractor has been asked to perform a Locate for City, the City shall as promptly as possible, and not later than twelve (12) hours from becoming aware of the damage, notify Contractor. This notification must be made by calling Contractor at 1-800-778-9140 or sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. Both parties to this Contract reserve the right and shall be entitled to investigate any reports of Damage to City's Facilities. Any such phone or email notification by City, Excavator, Third-Party Administrator, or any other party shall commence Contractor's damage investigation process. Upon Contractor's request, City will provide list of contacts by division for claims of Damage to City's Facilities.

(b) Contractor will investigate all incidents of Damage to City's Facilities for which it has been notified and provide, a written report of its findings to City via the City portal. Such report will contain Contractor's determination as to whether the Damage to City's Facilities constitutes a Locator At Fault Damage or a Locator Not At Fault Damage. City shall have thirty (30) days after notification of Contractor's completion of the investigation to contest Contractor's conclusion. Unless City notifies Contractor in writing within such time period that it disputes Contractor's conclusion as to a Locator At Fault Damage, Contractor's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract. If City disputes Contractor's conclusion, the parties will make all reasonable efforts to mutually resolve such dispute.

(c) All potential Damage to City's Facilities shall be investigated, and Contractor shall be entitled to collect a Damage Investigation Fee for each such investigation it performs unless: (1) it is determined by Contractor's investigation that the damage was Locator At Fault Damage; or (2) the parties ultimately agree that the damage was Locator At Fault Damage. Contractor shall be entitled to collect a Damage Investigation Fee, for damage investigations actually performed by Contractor, from City regardless of how Contractor receives notice of the Damage to City's Facilities.

(d) City agrees that if: (1) City fails to timely notify Contractor of any Damage to City's Facilities; or (2) if damage is repaired or site is covered before Contractor can conduct a timely investigation with full access to damage site, then Contractor shall not be liable to City for any Repair Costs or any other liabilities arising from that Damage to City's Facilities, and City shall indemnify Contractor against Third Party Claims as applicable. In such situation, City hereby agrees that it is prohibited from asserting that any such Damage to City's Facilities constitutes a Locator At Fault Damage.

(e) When damages are determined to be Locator At Fault Damage, City agrees that Contractor will be invoiced for Repair Costs only with supporting documentation provided with the invoice.

(f) Contractor will be responsible for paying City's Repair Costs for any Damage to City's Facilities only if: (1) Contractor received a request to provide Locate Services with respect to a City's Facilities at the location of the damage; (2) the Damage to City's Facilities constitutes a Locator At Fault Damage; and (3) City sends Contractor an invoice as required herein.

(g) City agrees to provide any supporting documentation and detail requested by Contractor that relates to Damage to City's Facilities for which City submits an invoice to Contractor. If City does not provide Contractor with all requested documentation and detail within six (6) months of invoicing Contractor for such damages, Contractor shall have no further obligation to participate in the pre-litigation and/or pre-arbitration portions of the Dispute Resolution. This provision does not preclude City from seeking remedies in arbitration or in a court of competent jurisdiction, as applicable.

(h) If City fails to present an invoice to Contractor for any Damage to City's Facilities within twelve (12) months of the date City notifies Contractor of the damage, City irrevocably waives and releases any right to seek or demand payment from Contractor for such damages.

(i) To the extent permitted by law and to the extent of and directly corresponding to the Locate Services and related to the accuracy or timeliness of Locate penalties, Contractor shall be entitled to participate in any investigation or appeal by any administrative, regulatory, or other governing authority involving any Damage to City's Facilities, and City shall make any and all reasonable accommodations to allow Contractor to do so. Should any administrative, regulatory, or other governing authority impose a penalty or fine, Contractor shall reimburse the City to the proportion and extent of its fault for such penalties or fines upon receiving an invoice from the City.

List of Exhibits

- **A.** Scope of Services
- **B.** General Specifications
- **C.** Payment Schedule
- **D.** Certificates of Insurance

USIC LOCATING SERVICES, LLC

By: _____

Printed Name: Rob Taylor

Title: EVP, Commercial Operations

Date: 4/9/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: 4/10/2026

_____
Assistant City Manager/CFO
Date: 4/10/2026

EXHIBIT A
SCOPE OF SERVICES

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

The selected Contractor shall assist CSU (College Station Utility) and the City (City of College Station) as needed and assigned for the Locate Services and Marking all of the following: (1) CSU's electric facilities, Water and Wastewater main lines (as contained in Texas 811 Locate Code CCS), (2) the City's IT Fiber facilities (as contained in Texas 811 Locate Code CCD), and (3) the City's Water SCADA Fiber (as contained in Texas 811 Locate Code CCSS), as and when requested, using the appropriate Texas One Call Center or 811 color code for Marking. Locate Services work shall include, but not be limited to physically locating all CSU and City underground facilities in the field or clearing the request (notifying the caller that there are no buried facilitates within the scope of the Texas 811 ticket). Contractor shall furnish all labor, materials (except maps, prints, and records to be provided by City and equipment necessary to perform Locate Services for City within the Contract service area. All Ticket transmittals to Contractor shall come directly from Texas's One Call Center for the service.

City agrees that Contractor will have the right to screen Tickets via maps, prints, records, and other technology which eliminates the requirement for a Visual Examination, or an in-person visit to the Site. City also agrees that Contractor will not be liable for any damages that occur because of incomplete and/or inaccurate maps, prints, or records provided by City. City agrees not to suppress or screen any Tickets in the areas where Contractor will provide Locate Services that would otherwise come to Contractor from the Texas One Call Center. All City Tickets shall be transmitted directly to Contractor from the Texas One Call Center.

City shall not change Gridding such that the volume of Tickets received by Contractor is reduced with the Texas One Call Center on or after the Contract effective date, unless approved in writing by Contractor. To the fullest extent compliant with applicable law, Contractor shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including TPA fees, and any special, consequential, incidental, indirect or punitive damages.

Contractor shall determine and procure any necessary Temporary Traffic Control (TTC) and/or Lane Closures for high speed and/or high-density roadways which will require underground utility locate services to be performed, in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). These notifications shall result in specific Contractor plans to achieve work zone protection. These situations may result in the Contractor subcontracting such TTC services in a timely manner such that Contractor's workforce will be able to accomplish all other Statement of Work requirements for those notification tickets. If Contractor procures TTC services, any such traffic services shall be billed as direct costs to the City. Such TTC tickets/locates shall not be included in any timeliness or damage calculation, and the Contractor shall not be liable at any time for any fines and penalties associated with the delay.

TAB C: Methodology, including technical approach and understanding of the scope of the project.

USIC Locate Process
The following bullet points provide an overview of the USIC locate process that is expected to be used each time our technicians locate underground facilities. The locate process is divided into 5 stages. Each stage of work involves a number of job expectations, which are duties they are required to perform as a Utility Locate Technician.

5 Stages of the USIC locate process
1) Evaluate the Locate
2) Identify the Locate
3) Prepare for the Locate
4) Perform the Locate
5) Verify and Document the Locate

Stage 1: Evaluate the Locate
The first stage of locating involves completing a thorough evaluation of the job before they start locating facilities in the scope of the ticket. The primary objective of this stage is to develop a of what is buried to maximize efficiency and to minimize locating errors.

- Verify the address of the locate. Read the entire ticket carefully
- Do not alter the scope of the ticket, unless it is a project ticket and changes are approved by excavator
- Visually scan the entire job site
- Check all prints and records thoroughly
- Obtain work orders or lot maps as needed
- If prints are not available technician is to notify their supervisor and document in M.D.

Stage 2: Identify the Locate
The second stage involves determining what types of facilities are present at the job site.
Technician will use this information to determine whether they will need to give special attention to the facilities being located (High Profile Procedures).

Technician will also need to understand the Safety and Financial Risks involved should these facilities be damaged during excavation. The primary objective of this stage is to determine whether it is necessary to use special locating procedures and equipment when completing the job.

- **USIC High Profile Locating Procedures**
  - USIC Technician is to determine whether high profile such as the The City of College Station is present at the job site
  - Technician will follow appropriate procedures for locating HP facilities

Stage 3: Prepare for the Locate

The third stage involves setting everything up for the locate to maximize our locating efficiency, we make sure our technicians understand what tools, equipment and materials they will need to complete the locate

accurately and what access points will work best. The primary objective of this stage is to ensure our technicians are fully trained and aware of your utility through effective planning, training and preparation.

- Select tools and equipment needed for the job
- Set up all safety equipment for entering UG vaults as needed
- Identify all access points and select the best one for locating the target facility

Stage 4: Perform the Locate

The fourth stage involves using proper procedures for identifying, pinpointing and marking the target facility. It is important for our technicians to understand what the best approach is for locating the target facility, for verifying the locate marks and for applying any troubleshooting techniques. The primary objective of this stage is to avoid taking short cuts, to have our technicians recognize locating errors, and to mark target facilities accurately and completely.

- Always use direct connect, except for special circumstances where induction might be required
- Create a good ground and un-bond as needed
- Use the lowest power and frequency settings that will produce a detectable signal
- Use paint and flags (when applicable) to mark entire scope of ticket
- Technician must use paint and take photos for each locate job
- Never repaint another Utility Tech's locate marks
- Verify the accuracy of the locate marks
- Use appropriate troubleshooting procedures to ensure accuracy

Stage 5: Verify and Document the Locate

The fifth stage involves technician checking their work, taking photos of all locate markings, and completing the documentation for the locate. It is important to understand how to verify the locate marks against the ticket and prints, how many and what types of photos are required and what it means to document the locate accurately in Mobile Dispatch. The primary objective of this stage is to ensure that our technicians have met all the expectations regarding their locate work, photos and documentation meet all of our financial, legal, and operational requirements.

- Recheck the ticket, prints and records against your locate marks to ensure accurate and complete markings
- Take photos of the locate according to specifications Prepare a manifest or log book, if required
- Complete all required all documentation, including all billing information in Mobile Dispatch, and completed Meet Sheets are satisfied per requirements
- Restore the job site to its original condition

USIC Locating Process for The City of College Station

1. After technician has performed the above two steps, technician will:
   a. Start billing on computer.
   b. Next step technician will review The City of College Station's utility prints
   c. Identify and conduct visual scan of excavation site
   d. If utility is not located in excavation site, or customer authorizes to clear tickets from office, Technician will leave positive response at site and or contact excavator via telephone or electronic means in order to provide notification the utility site is clear of utility
   e. If utility is in conflict of excavation, technician is to find hand hole location and direct connect to tracer wire or locating line.

f. Once a positive tone is on the utility is acquired, technician will locate (paint) utility through excavation site.
g. Technician may be required to make another hook up or move their equipment to another outer location to double check tone was accurate.
h. After ensuring 100% Utility is marked correctly, technician will flag locations with flags identifying customer facility.
i. Next step would be for technician to photograph entire locating / excavation site. Technician will also photograph excavation site even if no locate is performed only if required to perform an onsite visit.
j. Once all marking and photographs are taken, technician must once more confirm location with prints and actual marking instructions to ensure all marking were performed in accordance with the ticket.
k. Technician will upload photos to the ticket request and close the ticket at which time the information will immediately "Real Time" be uploaded to your Customer Portal and the ticket will then be billed electronically

EQUIPMENT & TECH ADVANTAGE

USIC's Advantage: Real-Time Precision and Advanced Technology

Equipped with wireless technology, durable laptops, and our advanced Customer Portal, our technicians access and manage live data, enabling full transparency and instant access to updates, reports, and photographic evidence. Our Customer Portal provides 24/7 access to audit on-time performance, review completed locates, and monitor all project activity, delivering peace of mind and ensuring operational accuracy. This is the USIC Advantage—a streamlined, technology-driven service model built to protect assets and elevate customer confidence.

Advanced Data Analytics
The power of machine learning and artificial intelligence amplifies our ability to scrutinize historical data and existing prints, enabling us to evaluate the potential risk posed to underground utilities due to excavation activities. This crucial information aids in pinpointing high-risk locations, which are then allocated to our most seasoned technicians, ensuring heightened oversight.

Ticket Management Solution
Ticket management at USIC is powered by advanced technology and disciplined processes to ensure efficiency, accuracy, and reliability. The workflow begins with receiving tickets from the One Call center, utilizing multiple reception channels to guarantee every ticket is accurately captured. Our ticket management infrastructure is securely hosted in an off-site facility with stringent access controls, meeting military-grade specifications to ensure data security and system resilience.

Our robust system includes critical features that support seamless ticket management and technician assignment, ensuring timely and effective service delivery:

- Comprehensive data collection – Our system captures essential customer-specific details, such as contractor information, addresses, caller details, logistics, and scheduling data. This comprehensive data collection enables customized reporting through our Customer Portal, providing valuable insights directly to our clients.
- Automated ticket routing – USIC's AutoRoute technology ensures tickets are routed to the appropriate technician within three seconds of receipt. Adhering to strict routing policies, our system

maintains the accuracy of assignment rules, streamlining operations and reducing manual intervention.

- Remote dispatch application – First introduced in 1999 and continuously enhanced, our proprietary remote dispatch application leverages feedback from end-users to improve functionality, support corporate reporting, and optimize workforce management. This application also enhances billing accuracy, reinforcing our commitment to operational integrity.
- Dynamic load balancing – Area Supervisors have real-time access to ticket volumes from the One Call center and customer screening centers. Supervisors can adjust ticket assignments to balance workloads effectively, manage overdue tickets, and forecast demand, enhancing operational efficiency across all service areas.
- Wireless technology integration – Our technicians are equipped with wireless technology, enabling real-time ticket management, and reducing delays between ticket reception and field deployment. This technology significantly enhances workflow management, supporting on-time performance and protecting client assets through streamlined, data-driven processes.
- Electronic ticket closeout – Equipped with durable laptops, technicians can electronically document locate details in the field. This feature enhances our invoicing process and enables us to generate comprehensive reports for both internal and customer use, driving informed decision-making and business oversight.
- Universal photo management – For every completed locate, technicians capture photos that visually document the job. These images serve as valuable resources for accountability and, in cases of excavation damage, help offset recovery costs. For added customer value, images are accessible via our Customer Portal for a nominal fee.

USIC's advanced ticket management system exemplifies our dedication to precision, security, and customer service, empowering us to meet the highest industry standards in locate and field service management.

Customer Portal

USIC's Customer Portal is a powerful, web-based application that offers City of College Station real-time access to crucial data and seamless oversight of our performance. Designed for convenience and transparency, the Customer Portal enables users to monitor and audit our work from anywhere with ease.

Through an intuitive interface, customers can:

- Track incoming locate requests in real time – View new requests as they are received from the One Call center.
- Confirm completed locates – Instantly verify the status of completed locates.
- Audit on-time performance – Assess our commitment to timely service delivery.
- Access post-locate photographs – View detailed images captured after each job to document work quality.
- Search tickets by multiple filters – Locate tickets by date range, road, city, township, and more.
- Access archived tickets – Retrieve all past tickets effortlessly.
- Export data and images – Download detailed information and images for reporting or further analysis.

Our Customer Portal provides unparalleled transparency and empowers City of College Station with complete access to their project data, enhancing trust and enabling proactive management.

Technology

Investments in technology and innovation

To deliver exceptional service, USIC is committed to continuous innovation and professional training, exemplified by our proprietary Locate360 platform. This cutting-edge solution optimizes the locating process by harnessing real-time data and advanced analytics, ensuring regulatory compliance, minimizing administrative burdens, and enhancing precision. With Locate360, USIC not only meets but consistently surpasses expectations for efficient, accurate utility locating—empowering our partners to trust in a streamlined, reliable process tailored to their needs.

Tab D: Staffing and Availability

Project Organization

USIC fully understands and is committed to the importance of having supporting staff for our technicians to help keep their mindset on the task at hand and can call on our team to help them. Below is our breakdown of additional resources that our technicians can call on if needed.

1. **Additional Technicians**: USIC, as a company, has over 12,000 Trained Technicians. In just the supervisor Group we employ 20 Technicians and in the state of Texas, we employ over 200+ technicians.

2. **Project Team**: USIC has a dedicated project team that can be called on to help with specific projects. Requests would have to go through Supervisor and the Operations or Area Manager.

3. **Supervisor**: Nathaniel Luna
   a. Technician can contact their supervisor for any locating issues or if they need assistance. Supervisor will (But not limited to):
      i. Manage the number of locate requests the technicians must complete
      ii. Assist the technicians in the event of hard locate or troubleshooting.
      iii. Track the technician s workflow throughout the day.
      iv. Work solutions with customers to help guide technician how customer would like the work completed.

4. **Assoc. Area Manager:** Jesus Herrera
   a. To assist with any problems that the supervisor cannot handle.
      i. Ensure the operations field team has everything they need to complete the work
      ii. 1st escalation for supervisors
      iii. In-field decision makers

5. **Trainer:** Trainer and entire training department will assist with any updating training and ongoing training that is needed.

6. **Area Manager:** Jason York
   a. All staff working on this will report to the Area Manager.

7. **Regional Development Manager:** Sean Palmer
   a. Helps to assist with any additional work opportunities. Your main Sales contact.

8. **Account Manager**: Grant Frick
   a. Oversees all contract documents and renewals. Located at our Corporate Office and can direct contacts, escalations, issues, etc. internally at USIC. Your main point of contact for anything USIC outside of Operations.

9. **Admin, HR, GIS Mapping, Etc:** We have several departments that can provide other support for our valued technicians.

CONTRACTOR'S EXPERIENCE & QUALIFICATIONS

Contractor's Name: USIC Locating Services, LLC

General Firm Information

1. Type of Firm (corporation, partnership, sole proprietorship, joint venture) CORPORATION

2. Year Firm Established – Number of years has your firm been in continuous business under its present business name 20+ Years

3. Other Firm Names – Indicate all other names by which your organization has been known and the length of time known by each name. N/A

4. Parent Company – If applicable, state name, address, former name if applicable, tax identification number N/A

5. Participating Division or Branch Offices – State division or branch offices that will participate in the development of the proposal, in its evaluation process, and/or in the conduct of any services provided (office name, and address). 4702 N. Sam Houston Pkway, W STE 800
Houston, TX 77086
Phone: 346-351-2152

6. Specify:

   a. X Large Business (100 or more employees)

   b. ___ Small Business (fewer than 100 employees)

   c. ___ Other _____

7. Submit list of corporate officers, partnerships, or owners of organization ATTACHED

8. Attach your Project Organization Chart ATTACHED

9. Submittal – Submittal is for (parent company, subsidiary, division, branch office)

Experience

a) Normally performs 100 % of work with own employees.

b) Proposing to perform 100 % of work for this project with own employees.

c) List Sub Contractors used N/A

(Provide additional attachments as needed)

Tab E: REFERENCES

CONTRACTOR REFERENCES

Name five (5) projects of similar work: provide Company name and its representative's name and contact info for each. References must be provided for projects of similar size and scope as the proposed contract. A Minimum of three (3) References are required for submission.

1. Bluebonnet Electric

Brandi Lowe

brandi.lowe@bluebonnet.coop

979.542.8515

2. City of Denton, TX

Christa Christian

christa.christian@cityofdenton.com

940.349.7131

3. Aqua America

Chris Garcia

cagarcia@aquaamerica.com

281.651.0174

4. City of Texas City, TX

Corbin Ballast

cballast@texascitytx.gov

409.643.5860

5. Brownsville PUB

Hugo Lopez

hlopez@brownsville-pub.com

956.983.6375

Tab F: Exceptions

USIC is proposing our current contract below (from 2023 Bid) in lieu of the contract outlined in Bid #26-052. Additionally, we are proposing the same pricing structure as we have today.

Pricing Outlined in Tab B.

26-052

REQUEST FOR PROPOSAL #~~23-043~~

CITY OF COLLEGE STATION, TEXAS

LACOTE SERVICES FOR COLLEGE STATION UTILITIES

USIC REQUESTED EXCEPTIONS TO TERMS

Term & Section	Language
Definitions, Terms and Conditions, *Definitions* Page 4	USIC requests the following addition: **Definitions** In order to simplify the language throughout this request for qualification, the following definitions shall apply: ….. All other capitalized terms herein shall have the same meaning as in the Standard Form of Contract as mutually agreed upon by the parties.
Definitions, Terms and Conditions, *Extension of Contract* Page 7	USIC requests the following revision: **Extension of Contract** Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to two (2) additional one (1) year terms [three (3) years total]. The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices proposed under the original contract may, by mutual agreement, be increased ~~by no more than ten percent (10%) of the original contract price~~pursuant to Article VII of the Contract. In the event a new contract cannot be executed at the anniversary date of the original term or any contract renewal term, the contract may be renewed month-to-month until a new contract is executed.
Definitions, Terms and Conditions, *Scope of Work* Page 10	USIC requests the following revisions: The selected Contractor shall assist CSU (College Station Utility) as needed and assigned for the ~~locating~~ Locate Services and Marking (as defined in Standard Form of Agreement Contract) all of CSU's electric facilities, Water and Wastewater main lines as and when requested, using the appropriate Texas 811 color code for Marking. ~~("Services"). This~~ Locate Services work shall include, but not be limited to physically locating all CSU underground facilities in the field or clearing the request (notifying the caller that there are no buried facilitates within the scope of the Texas 811 ticket). Additionally, all the terms in Exhibit B for Scope of Work to the Standard Form of Agreement apply to this term.
General Specification, *Completion of Ticket Request* Page 11	USIC requests the following revisions: **Completion of Ticket Request** • Contractor shall complete the requirements of a normal Locate Request in accordance with the applicable 811 law and regulation ~~within 2 working days (48 hours excluding weekends and holidays) of receiving the Locate Request~~. • Contractor shall respond to all Emergency Locate Requests within two (2) hours of receipt by Contractor, unless otherwise required by law. • When underground electric, water, or wastewater is ~~identifiable, but un-locatable~~Unlocatable/Untoneable (as defined in Standard Form of Agreement Contract),

	Contractor must contact CSU. CSU will then determine the course of action to be taken. • At its discretion, t~~T~~he Contractor ~~shall~~ may visit ~~each~~ the site location to perform a Visual Inspection (as defined in the Standard Form of Agreement Contract) for ~~every~~ any Locate Request received from the Texas 811 ~~as directed by CSU.~~, but Contractor is not required to do so if CSU's maps, prints, and records indicate that there is no conflict between City's Facilities and the excavation site. Contractor may assess, at its own discretion, whether a conflict exists between the City's Facilities and the proposed excavation Site based on the maps, prints, and records provided by the Customer (commonly called Digital Locating). • If there are no CSU facilities involved in the Locate Request, the Contractor shall leave an "All Clear" mark with flag. If, for whatever reason, an All-Clear flag cannot be left, the Contractor shall notify the excavator or use the procedure determined by the parties prior to the start of work.
General Specification, *College Station Utilities Responsibilities* Page 11-12	USIC requests the following revisions**:** **College Station Utilities Responsibilities** • CSU will provide maps and records to assist the Contractor in performing the work properly.~~ THESE MAPS AND RECORDS ARE INTENDED TO SERVE AS A GUIDE ONLY AND SHALL NOT BE USED IN LIEU OF ELECTRONIC LOCATING EQUIPMENT FOR LOCATING FACILITIES~~.~~.~~ • CSU shall provide sufficient copies and updates of the prints, maps~~, and~~ diagrams and any other Facility location records in a standard GIS/ESRI format (.shp, .mdb, or .gdb) with proposed Facility layers, if available, of C S U's Underground Facilities for all excavation sites and One Call Center Ticket information (One Call Center format for the applicable to Texas) via e-mail or web services to Contractor's Ticket management system, so as to permit Contractor to provide the Locate Services.. The prints, maps, records ~~and~~ diagrams will reflect the most current information available to CSU~~.~~ and acknowledges that it is CSU's responsibility to keep all applicable prints maps, records, and diagrams up-to-date and provide such mapping and records to Contractor in a timely manner via a secure customer portal provided by Contractor or Secure File Transfer Protocol (SFTP). Contractor bears no liability for CSU's failure to provide accurate maps, records, and/or prints, or any damage which arises from incomplete and/or inaccurate maps, records, and/or prints.
General Specification, *Errors and Corrective Actions* Page 12	USIC requests the following revisions: **Errors and Corrective Actions** • For Damage to City Facilities, a Damage Investigation shall be conducted in accordance with Article VI, Section 6.19 of the Form of Standard Agreement Contract for Locator at Fault Damage, Damage Investigation Fees ~~payments~~ shall be made ~~to~~ by CSU within thirty (30) days of the date of the invoice.
Exhibit B, Standard Form of Agreement Contract, *City of College Station, General Service Contract* Page 33	USIC requests the following definitions be included within the Standard Form of Agreement Contract to provide clarity on common terms used within Locate Services: This General Service Contract is by and between the City of College Station, a Texas Home-Rule Municipal Corporation (the "City") and USIC Locate Services, LLC, an Indiana limited liability company (the "Contractor"), for the following work: Locate Services for the College Station Utilities as described in the Scope of Services attached as Exhibit "A". Definitions. The following capitalized terms when used in this Agreement shall have the following meanings: 1. **City's Facilities** means any Facilities owned or operated by City of College Station, Texas. 2. **Damage Investigation Fee** means the fee charged to City when chargeable pursuant to this

Contract, for a damage investigation performed by Contractor (to include Site photographs, measurements and/or other applicable forensic data).

3. **Damage to City's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.

4. **Digital Locating** means the process by which a Locate is completed using maps, records, historical Ticket records, Locate technician expertise, and other industry knowledge to positively respond to a Ticket without Visual Examination.

5. **Excavator(s)** means any person or entity which engages directly in excavation.

6. **Facility(ies)** means any item used in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, Hazardous Materials or other substances including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors, either above or below ground.

7. **Gridding** means the geographic boundary area, maps, facility records, and/or similar facility documentation identified by County and the One Call Center and provided to the applicable state One Call Center which is used to determine whether a request for Locate will generate a Ticket for County after receipt of an Excavator's notification of intent to excavate (i.e., receipt of a Locate Ticket).

8. **Locatable Facilities** means County's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of County's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable/Untonable Facilities.

9. **Locate(s)** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate, and such Locate Services provided by Contractor in accordance with this Contract. As used in this Contract, Locate(s) include(s) "Project Locate", as defined herein after, where applicable in accordance with the definition of "Project Locate" hereunder.

10. **Locate Service(s)** means the services, of any type of ticket, to be provided by Contractor under this Contract consisting of the process of verifying if County's Facilities are present at a location where an Excavator intends to or conducts excavation; when applicable, detection of County's Facilities through the use of electronic locating equipment; and, when applicable, Marking to identify the existence and location of County's Facilities.

11. **Locator At Fault Damage** means Damage to County's Facilities caused by an Excavator that occurs as a direct result of Contractor not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to County's Facilities arising from Contractor's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.

12. **Locator Not At Fault Damage** means Damage to County's Facilities caused by an Excavator or other third party that occurs for any other reason other than Contractor not performing the Locate with Reasonable Accuracy.

13. **Mark(s)(ed)(ing)** means the use of stakes and flags, paint or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the American Public Works

Association.

14. **Positive Response** is an 811 notification that communicates to facility owners and operators, and Excavators the status of dig/excavation notices issued by 811.

15. **Reasonable Accuracy** means the placement of appropriate Markings within the applicable state's tolerance zone.

16. **Repair Costs** means the actual costs incurred by County to repair Damage to County's Facilities arising from Locator At Fault Damages (so long as County's actual costs are reasonable and customary), subject to the exclusions below. "Repair Costs" is equal to only the reasonable and customary value of the actual labor, equipment, and material costs incurred by County to repair the Damage to County's Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by County's in-house labor and third-party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. Repair Costs specifically excludes, except where prohibited by law: administrative charges; third party administrative ("TPA") fees; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement, replacement or extension of County's Facilities); invoice markups (whether percentage-based, fixed-amount, or otherwise-calculated; costs arising out of collection actions, whether incurred by the County or collection agencies; any other costs or expenses excluded by Agreement or any other provision of this Contract. Contractor reserves the right to dispute the reasonableness of any of County's actual costs; in the event of such a dispute the parties shall attempt to resolve such dispute.

17. **Site** means the premises where Locate Services are performed, and County has ownership or exercises control.

18. **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person or entity not a party to this Contract arising from or related to Damages to County's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, or (b) damage to or loss or destruction of any property.

19. **Ticket(s)** means the document generated at and transmitted by the One Call Center to Contractor containing each request for Locate.

20. **Unidentifiable Facilities** means County's Facilities that are not apparent at the Site as based on the records, facility prints, drawings, or maps provided by County.

21. **Unlocatable/Untonable Facilities** means County's Facilities, including abandoned Facilities, whose presence is known either from records provided by County or from a Visual Examination, but which cannot be Marked with Reasonable Accuracy by employing standard Locate Services, typically consisting of using one conductive hook up point on either side of the Facility being targeted for Locating.

22. **Visual Examination** means an attempt to determine the existence of County's Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from County's maps and records.

23. **Work Zone Protection** means the activities necessary by Contractor to achieve compliance with federal, state, county, and local laws for the safety of motorists and Contractor workers alike. This includes but is not limited to following the rules prescribed by the Manual on Uniform Traffic Control Devices (MUTCD) and contracting services to achieve Temporary Traffic Control commonly referred to as "Flaggers."

Exhibit B, Standard Form of Agreement Contract, *City of College Station, General Service Contract,* Article V Page 38	USIC requests the following revisions: **5.01 Indemnification. The Contractor shall indemnify ~~, hold harmless,~~ and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property ~~any and all claims, losses, damages, causes of action, suits, and liability of every kind, any person or for damage to any property~~ directly arising out of ~~or in connection with~~ the work or services done by the Contractor under this Contract. ~~Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.~~ In the event the injury or damage is caused by joint negligence, concurrent negligence, or otherwise by the fault of both City and Contractor, the loss or expense shall be borne by each party in proportion to its degree of fault. Contractor has no obligation to defend or not indemnify City for Third Party Claims resulting from Damages that are not caused by Contractor's negligence fault nor shall Contractor be required to defend or indemnify City for damages or Third Party Claims relating to Unidentifiable Facilities, Unlocatable/Untonable Facilities or Third Party Claims that arise from the sole or partial fault, negligence, or willful misconduct of City, its elected and appointed officials, officers, employees, and agents. ~~There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.~~** **5.02 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from ~~all~~ claims, demands, and causes of action ~~of every kind and character~~, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by~~, alleged to be caused by, arising out of, or in connection with~~ the Contractor's work to be performed hereunder in proportion to the Contractor's liability. 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~~in proportion the such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**
Exhibit B, Standard Form of Agreement Contract, *City of College Station, General Service Contract,* Article VI, Section 6.02 Page 39	USIC requests the following revisions: 6.02 **Termination**. ~~The City~~ Either Party may terminate ~~the Project and~~ this Contract, at any time, for convenience. In the event of such termination the ~~City~~ terminating Party will notify the ~~Contractor~~ non-terminating Party with 60 days notice in writing and the ~~Contractor~~ non-terminating Party shall cease work immediately. ~~Contractor~~ Non-terminating Party shall be compensated for the work or services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work or services performed and expenses incurred before the date of termination.

Exhibit B, Standard Form of Agreement Contract, *City of College Station, General Service Contract,* Article VI, Section 6.08 Page 39	USIC requests the following revisions: 6.08 **Assignment**. This Contract and the rights and obligations contained herein may ~~not~~ be assigned by the Contractor with~~out~~ the prior written approval of City. Change in Contractor's ownership or control shall not be deemed an Assignment.
Exhibit B, Standard Form of Agreement Contract, *City of College Station, General Service Contract,* Article VI, Section 6.14 Page 40	USIC's Notice address is as follows: USIC authorized representative: USIC Locating Services, LLC Attn: Contracts 9045 River Road, Suite 200 Indianapolis, IN 46240 contracts@usicllc.com
Exhibit B, Standard Form of Agreement Contract, *City of College Station, General Service Contract,* Article VI, Section 6.19 Page 41	USIC requests its standard damage investigation procedure be included within the Contract: a) Should City become aware of any Damage to City's Facilities that occurs after Contractor has been asked to perform a Locate for City, the City shall as promptly as possible, and not later than twelve (12) hours from becoming aware of the damage, notify Contractor. This notification must be made by calling Contractor at 1-800-778-9140 or sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. Both parties to this Contract reserve the right and shall be entitled to investigate any reports of Damage to City's Facilities. Any such phone or email notification by City, Excavator, Third-Party Administrator, or any other party shall commence Contractor's damage investigation process. Upon Contractor's request, City will provide list of contacts by division for claims of Damage to City's Facilities. b) Contractor will investigate all incidents of Damage to City's Facilities for which it has been notified and provide, a written report of its findings to City via the City portal. Such report will contain Contractor's determination as to whether the Damage to City's Facilities constitutes a Locator At Fault Damage or a Locator Not At Fault Damage. City shall have thirty (30) days after notification of Contractor's completion of the investigation to contest Contractor's conclusion. Unless City notifies Contractor in writing within such time period that it disputes Contractor's conclusion as to a Locator At Fault Damage, Contractor's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract. If City disputes Contractor's conclusion, the parties will make all reasonable efforts to mutually resolve such dispute. c) All potential Damage to City's Facilities shall be investigated, and Contractor shall be entitled to collect a Damage Investigation Fee for each such investigation it performs unless: (1) it is determined by Contractor's investigation that the damage was Locator At Fault Damage; or (2) the parties ultimately agree that the damage was Locator At Fault Damage. Contractor shall be entitled to collect a Damage Investigation Fee from City regardless of how Contractor receives notice of the Damage to City's Facilities.

	d) City agrees that if: (1) City fails to timely notify Contractor of any Damage to City's Facilities; or (2) if damage is repaired or site is covered before Contractor can conduct a timely investigation with full access to damage site, then Contractor shall not be liable to City for any Repair Costs or any other liabilities arising from that Damage to City's Facilities, and City shall indemnify Contractor against Third Party Claims as applicable. In such situation, City hereby agrees that it is prohibited from asserting that any such Damage to City's Facilities constitutes a Locator At Fault Damage. e) When damages are determined to be Locator At Fault Damage, City agrees that Contractor will be invoiced for Repair Costs only with supporting documentation provided with the invoice. f) Contractor will be responsible for paying City's Repair Costs for any Damage to City's Facilities only if: (1) Contractor received a request to provide Locate Services with respect to a City's Facilities at the location of the damage; (2) the Damage to City's Facilities constitutes a Locator At Fault Damage; and (3) City sends Contractor an invoice as required herein. g) City agrees to provide any supporting documentation and detail requested by Contractor that relates to Damage to City's Facilities for which City submits an invoice to Contractor. If City does not provide Contractor with all requested documentation and detail within six (6) months of invoicing Contractor for such damages, Contractor shall have no further obligation to participate in the pre-litigation and/or pre-arbitration portions of the Dispute Resolution. This provision does not preclude City from seeking remedies in arbitration or in a court of competent jurisdiction, as applicable. h) If City fails to present an invoice to Contractor for any Damage to City's Facilities within twelve (12) months of the date City notifies Contractor of the damage, City irrevocably waives and releases any right to seek or demand payment from Contractor for such damages. i) To the extent permitted by law and to the extent of and directly corresponding to the Locate Services and related to the accuracy or timeliness of Locate penalties, Contractor shall be entitled to participate in any investigation or appeal by any administrative, regulatory, or other governing authority involving any Damage to City's Facilities, and City shall make any and all reasonable accommodations to allow Contractor to do so. Should any administrative, regulatory, or other governing authority impose a penalty or fine, Contractor shall reimburse the City to the proportion and extent of its fault for such penalties or fines upon receiving an invoice from the City.
Exhibit A to the Form of Agreement Contract, *Scope of Services* Page 43	USIC requests the following revisions: The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract. The selected Contractor shall assist CSU (College Station Utility) as needed and assigned for the ~~locating~~ Locate Services and Marking all of CSU's electric facilities, Water and Wastewater main lines as and when requested, using the appropriate Texas One Call Center or 811 color code for Marking. ~~("Services"). This~~ Locate Services work shall include, but not be limited to physically locating all CSU underground facilities in the field or clearing the request (notifying the caller that there are no buried facilitates within the scope of the Contractor

	shall furnish all labor, materials (except maps, prints, and records to be provided by City and equipment necessary to perform Locate Services for City within the Contract service area. All Ticket transmittals to Contractor shall come directly from Texas's One Call Center for the service. City agrees that Contractor will have the right to screen Tickets via maps, prints, records, and other technology which eliminates the requirement for a Visual Examination, or an in-person visit to the Site. City also agrees that Contractor will not be liable for any damages that occur because of incomplete and/or inaccurate maps, prints, or records provided by City. City agrees not to suppress or screen any Tickets in the areas where Contractor will provide Locate Services that would otherwise come to Contractor from the Texas One Call Center. All City Tickets shall be transmitted directly to Contractor from the Texas One Call Center. City shall not change Gridding such that the volume of Tickets received by Contractor is reduced with the Texas One Call Center on or after the Contract effective date. To the fullest extent compliant with applicable law, Contractor shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including TPA fees, and any special, consequential, incidental, indirect or punitive damages. City shall procure upon Contractor's request of any high speed and/or high-density roadways which will require underground utility locate services to be performed with Temporary Traffic Control (TTC) and/or Lane Closures in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). These notifications shall result in specific joint City and Contractor plans to achieve work zone protection. These situations may result in the City or Contractor subcontracting such TTC services in a timely manner such that Contractor's workforce will be able to accomplish all other Statement of Work requirements for those notification tickets. If Contractor procures TTC services, any such traffic services shall be billed as direct costs to the City. Such TTC tickets/locates shall not be included in any timeliness or damage calculation, and the Contractor shall not be liable at any time for any fines and penalties associated with the delay.
Exhibit B to the Form of Agreement Contract, Payment Schedule Page 43	USIC requests the following revision: The Contractor must submit monthly invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. All amounts payable under this Contract shall be paid on a net thirty (30) days basis, following the date of invoice. In the event the City disputes any portion of an invoice received from Contractor, the City shall provide written notice to Contractor no less than fifteen (15) days before the invoice is due. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

EXHIBIT B
GENERAL SPECIFICATIONS

I. General Specification

1. Contractor shall provide such markings and protection as may be required. Markings shall include painting, flagging, or staking in accordance with Texas Laws governing the protection of underground facilities and CSU specifications.

2. All Underground Facilities shall initially be electronically located, except where electronically impossible. If electronically impossible, then manual locating methods shall be used. (For the purposes of this RFP, the term electronically means utilizing trace wires, locators, pipe locators, metal detectors, probe rods, or similar methods and equipment.)

3. Contractor shall be responsible for and liable for any failure to locate Underground Facilities consistent with the provisions of these Services.

4. Contractor shall immediately report damage observed or caused to CSU equipment. This includes, but is not limited to, missing locks, equipment covers, seals, etc.

II. Contractor Safety Practices and Communication

1. Contractor shall provide such markings and protection as may be required. Markings shall include painting, flagging, or staking in accordance with Texas Laws governing the protection of underground facilities and CSU specifications.

2. All Underground Facilities shall initially be electronically located, except where electronically impossible. If electronically impossible, then manual locating methods shall be used. (For the purposes of this RFP, the term electronically means utilizing trace wires, locators, pipe locators, metal detectors, probe rods, or similar methods and equipment.)

3. Contractor shall be responsible for and liable for any failure to locate Underground Facilities consistent with the provisions of these Services.

4. Contractor shall immediately report damage observed or caused to CSU equipment. This includes, but is not limited to, missing locks, equipment covers, seals, etc.

5. Should it be necessary for the Contractor to gain access to CSU facilities (e.g., pad-mount transformers, vaults, switchgears, secondary cubicles, etc.) to complete a Locate Request, the Contractor shall contact CSU System Operations and request on-site assistance from a qualified CSU employee. In this situation, Contractor shall not be entitled to any additional monies other than the appropriate charge for completing the Locate Request.

6. **Contractor should anticipate that all CSU equipment will remain energized. Therefore, Contractor's locating personnel shall always be aware of and maintain minimum**

approach distances as specified by the Occupational Health and Safety Act or the Contractor's safety manual, whichever is most stringent.

III. Completion of Ticket Request

1. Contractor shall complete the requirements of a normal Locate Request in accordance with the applicable Texas 811 law and regulations.

2. Contractor shall respond to all Emergency Locate Requests within two (2) hours of receipt by Contractor, unless otherwise required by law.

3. When underground electric, water, IT fiber, or water SCADA fiber is Unlocatable/Untoneable (as defined in this Agreement), Contractor must contact CSU. CSU will then determine the course of action to be taken.

4. At its discretion, the Contractor may visit the site location to perform a Visual Inspection (as defined in this Agreement) for any Locate Request received from the Texas 811, but Contractor is not required to do so if CSU's maps, prints, and records indicate that there is no conflict between City's Facilities and the excavation site. Contractor may assess, at its own discretion, whether a conflict exists between the City's Facilities and the proposed excavation Site based on the maps, prints, and records provided by the City (commonly called Digital Locating).

5. If there are no CSU facilities involved in the Locate Request, the Contractor shall leave an "All Clear" mark with flag. If, for whatever reason, an All-Clear flag cannot be left, the Contractor shall notify the excavator or use the procedure determined by the parties prior to the start of work.

IV. College Station Utilities Responsibilities

1. CSU will provide maps and records to assist the Contractor in performing the work properly.

2. CSU shall provide sufficient copies and updates of the prints, maps, diagrams and any other Facility layers, if available, of CSU's Underground Facilities for all excavation sites and One Call Center Ticket information (One Call Center format applicable to Texas) via e-mail or web services to Contractor's Ticket management system, so as to permit Contractor to provide the Locate Services. The prints, maps, records, and diagrams will reflect the most current information available to CSU and CSU acknowledges that it is CSU's responsibility to keep all applicable prints maps, records, and diagrams up-to-date and provide such mapping and records to Contractor in a timely manner via a secure customer portal provided by Contractor or Secure File Transfer Protocol (SFTP). Contractor bears no liability for CSU's failure to provide reasonably accurate maps, records, and/or prints, or any damage which arises from incomplete and/or inaccurate maps, records, and/or prints. "Accurate" shall mean the fair representation of the location of City's Facilities within the prints, records, maps, diagrams, and other Facility layers provided by CSU to Contractor.

V. Errors and Corrective Actions

1. If Contractor discovers an error in CSU maps or records, Contractor shall furnish sufficient documentation (a corrected copy of said record) to CSU so that CSU records can be corrected.

2. For Damage to City Facilities, a Damage Investigation shall be conducted in accordance with Article VI, Section 6.19 of this Agreement for Locator at Fault Damage, Damage Investigation Fees payments shall be made to by CSU within thirty (30) days of the date of the invoice.

3. Marking errors and omissions on the part of the Contractor, to include any Locate Request that is **(a)** completed outside of the normal or emergency Locate Request timeframes defined above, as appropriate for the Locate Request or **(b)** is received but not completed shall be no more than two (2) instances per one thousand (1000) locates. This translates to an Accuracy Rate of 998 out of 1000 locate requests or 99.8%.

4. **There is no digging under this contract. CSU is to be contacted if a line cannot be located.**

VI. WORKING IN OR NEAR ENERGIZED EQUIPMENT

1. Work in or near energized equipment shall only be performed by qualified personnel. The Contractor shall provide qualified employees who have received the necessary training to perform work near equipment such as pedestals, transformers, meter sockets, or enclosures. The qualified employees shall be capable of identifying and working safely near energized circuits and shall be familiar with the proper use of special precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools.

VII. BID UNITS FOR UNDERGROUND UTILITY LOCATION SERVICES

1. Proposal Pricing on Unit Basis

a) The Contractor understands and agrees that the various Bid Units shown in the RFP and considered in this proposal are established for bid evaluation purposes only and are not necessarily intended to represent the total Bid Units to be performed under this contract. The quantities and types of units may be increased, decreased, or modified as determined by CSU.

b) Bid Unit prices shall include all necessary labor, any miscellaneous Contractor furnished material, equipment, vehicles, tools, supervision, fuel, maintenance, lodging, travel time, and all associated expenses involved in performance of the Work Types.

c) The RFP quantities are based on the current monthly Fiber locate ticket request period and are provided for informational purposes only. **THESE ARE BID EVALUATION QUANTITIES ONLY AND ARE NOT GUARANTEED WORK ASSIGNMENT.**

EXHIBIT C
PAYMENT SCHEDULE

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. All amounts payable under this Contract shall be paid on a net thirty (30) days basis, following the date of invoice. In the event the City disputes any portion of an invoice received from the Contractor, the City shall provide written notice to Contractor before the invoice is due. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

According to the pricing below, provided in response to RFP #26-052

Tab B: Rates, Expenses, Certification

USIC is proposing our current pricing structure and rates for the next contract year for Bid #

- We are waiving any potential price increase for 4/2026 – 4/2027. Your pricing will remain flat from April 2025 – April 2027.
- Additionally, staying within the QH30 structure is a benefit to City of College Station. By using QH30, this provides a savings of 24% for an hour-long ticket as opposed to using the QH15 structure. See example below.

Fiber	
CDC Code: CCD	
Description	**4/2026 - 4/2027**
Per Ticket Received from the One Call	$ 19.25
Per Emergency Ticket During Normal Business Hours	$ 31.02
Per After Hour Call Out Ticket	$ 52.42
Per Quarter Hour After 30 Minutes of Locating	$ 16.05
Damage Investigation Fee (Not at Faul)	$ 294.16

Fiber	
CDC Code: CCSS	
Description	**4/2026 - 4/2027**
Per Ticket Received from the One Call	$ 19.25
Per Emergency Ticket During Normal Business Hours	$ 31.02
Per After Hour Call Out Ticket	$ 52.42
Per Quarter Hour After 30 Minutes of Locating	$ 16.05
Damage Investigation Fee (Not at Faul)	$ 294.16

Electric, Water, Sanitary Sewer	
CDC Code: CCS	
Description	**4/2026 - 4/2027**
Per Ticket Received from the One Call	$ 19.25
Per Emergency Ticket During Normal Business Hours	$ 31.02
Per After Hour Call Out Ticket	$ 52.42
Per Quarter Hour After 30 Minutes of Locating	$ 16.05
Damage Investigation Fee (Not at Faul)	$ 294.16

EXHIBIT D
CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

7/1/2026

DATE (MM/DD/YYYY) 3/27/2026

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 1185 Avenue of the Americas, Ste. 2010 New York NY 10036 (646) 572-7300	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1431708 USIC LOCATING SERVICES, LLC 9045 N RIVER ROAD, SUITE 200 INDIANAPOLIS IN 46240	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Starr Indemnity & Liability Company — 38318 **INSURER C :** Navigators Insurance Company — 42307 **INSURER D :** American Zurich Insurance Company — 40142 **INSURER E :** Beazley Excess and Surplus Insurance, Inc. — 17520 **INSURER F :** --- SEE ATTACHMENT ---

COVERAGES **CERTIFICATE NUMBER:** 19477764 **REVISION NUMBER:** XXXXXXX

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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X SIR $3,000,000 X XCU GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	Y	Y	GLO 9441413-11	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ Not Applicable $ 1,000,000 $ 8,000,000 $ 8,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y	Y	BAP 9441414-11	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C B	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ $0	N	N	NY26EXC740722IV 1000588768261	1/1/2026 1/1/2026	1/1/2027 1/1/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
D A D D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 9441411-11 (AOS) WC 9441412-11(RETRO MA WI) EXCLUDES TX WA, OH, ND, WY STOP GAP	1/1/2026 1/1/2026	1/1/2027 1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	CYBER LIABILITY	N	N	D32D6B250401	7/1/2025	7/1/2026	LIMIT: $5,000,000	
F	EXCESS			See attached	1/1/2026	1/1/2027	SEE ATTACHED	

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

Re: Contract #26300467.

City Of College Station is included as Additional Insured on a primary and non-contributory basis on the General Liability and Automobile Liability as required by written contract. Waiver of Subrogation applies in favor of Additional Insured under the General Liability, Automobile Liability and Worker's Compensation as required by written contract.

CERTIFICATE HOLDER

19477764
City Of College Station
Attn: Risk Manager
PO Box 9960
College Station, TX 77842

CANCELLATION See Attachment

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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Professional Liability

Policy: MKLV1PEO003990

Term: 7/1/2025 - 7/1/2026

Carrier: Evanston Insurance Company

Limit: $5,000,000 per claim/aggregate

Ret: $500,000

R**etro Date:** 6/1/2014

Pollution Liability

Policy: 0308-7631

Term: 12/31/2025 - 12/31/2026

Carrier: Allied World Assurance Company (U.S.) Inc.

Limit: $5,000,000 per Occurrence

$10,000,000 per Aggregate

Ded: $500,000

Excess Liability ($10M xs $10M)

Policy: AESIR-343-AEFF3-OCH-02-2026

Term: 1/1/2026 - 1/1/2027

Carrier: Sutton Specialty Insurance

Limit: $10,000,000 each Occurrence/Aggregate

Excess Liability Coverage – Quota Share $10M xs $20M

$5M part of $10M xs $20M

Policy: TSUEEX0000752-01

Term: 1/1/2026 - 1/1/2027

Carrier: MS Transverse Specialty Insurance Company

Limit: $5,000,000 Occurrence/Aggregate

Excess of: $20,000,000

$5M part of $10M xs $20M

Policy: EXC 5856379

Term: 1/1/2026 - 1/1/2027

Carrier: Great American Assurance Company

Limit: $5,000,000 Occurrence/Aggregate

Excess of: $20,000,000

April 23, 2026
Item No. 7.12.
Resolution Supporting the Creation of a Future Interstate Highway Formula Program

Sponsor: Jason Schubert

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution supporting the inclusion of a proposed Future Interstate Highway Formula Program in the next Federal Surface Transportation Authorization Bill.

Relationship to Strategic Goals:

- Diverse & Growing Economy
- Improving Mobility

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

Summary: The City of College Station has been asked to join other government agencies in supporting a push to include future funding for Interstate Highway projects in the next federal Surface Transportation Authorization Bill. Larry Myers with Hance Scarborough, LLP is a legislative consultant for the I-14 Coalition, Gulf Coast Strategic Highway Coalition, which seeks to help realize the Congressionally authorized future Interstate 14 system. He presented an update to the Bryan/College Station Chamber of Commerce Transportation Committee on February 25, 2026 regarding their efforts and a federal legislative proposal to create a Future Interstate Highway Formula Funding Program. The program is intended to establish a predictable and stable level of federal funding to support development of congressionally authorized Future Interstates, including I-14, Americas Forts-to-Ports Strategic Corridor or Gulf Coast Strategic Highway, stretching 1,300 miles from western Texas to eastern Georgia and will address the need to focus federal transportation funding on projects that provide national benefit.

The Chamber Transportation Committee has requested that local jurisdictions provide a resolution in support of the proposal that can be shared with members of Congress and their staff when the Chamber of Commerce representatives travel to Washington, DC in mid-May. Brazos County and the City of Bryan are anticipated to pass similar resolutions. The proposed Resolution contains additional background on the development and funding of the interstate system, including the Congressional authorization for the future I-14 and I-214 loop around Bryan-College Station.

Budget & Financial Summary: N/A

Attachments:
1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SUPPORTING THE PROPOSAL TO INCLUDE THE FUTURE INTERSTATE HIGHWAY FORMULA PROGRAM IN THE NEXT FEDERAL SURFACE TRANSPORTATION AUTHORIZATION BILL ENSURING A STRONG FEDERAL ROLE IN SURFACE TRANSPORTATION AS PREVIOUS INTERSTATE HIGHWAYS WERE DEVELOPED AS A NATIONAL INTEREST SO SHOULD FUTURE INTERSTATE HIGHWAYS.

WHEREAS, the United States economy must have the world's pre-eminent surface transportation system; and

WHEREAS, the Future Interstate Highway Formula Funding Program will establish a predictable and stable level of federal funding to support development of congressionally authorized Future Interstates, including I-14, "America's Forts-to-Ports Strategic Corridor" or "Gulf Coast Strategic Highway", stretching 1,300 miles from western Texas to eastern Georgia, and will address the need to focus federal transportation funding on projects that provide national benefit; and

WHEREAS, the first section of the I-14 Corridor in Texas was approved by Congress in 2015 under the FAST Act and the 25 miles of freeway from Killeen/Fort Hood to I-35 in Central Texas became I-14 in 2017; this was followed by the Infrastructure Investment and Jobs Act which led to congressional designation of the entire I-14 Corridor across Texas, Louisiana, Mississippi, and Alabama and Georgia on November 15, 2021 with the 2021 bipartisan infrastructure bill. That 2021 law expanded the Texas designation to include San Angelo and Midland-Odessa and included four north-south future interstate spurs that will connect I-14 to Interstate 10 and serve the Port of Corpus Christi, the Port of Houston and the ports at Beaumont and Port Arthur and it added a fifth north-south spur connecting to the Port of Gulfport in Mississippi and included a future interstate loop at Bryan-College Station designated Interstate 214; and

WHEREAS, the Formula Funding Program will provide needed investment in the next generation of the Interstate Highway System to keep pace with growing population national connectivity, and efficient freight movement demands; and

WHEREAS, the purpose of the Interstate Highway System is to provide a safe, efficient, and high-capacity roadway network for the movement of people and goods; and

WHEREAS, highways meeting interstate standards substantially enhance safety for the traveling public while also addressing emergency evacuation needs; and

WHEREAS, the purpose of Future Interstate Highways is to expand and enhance the national transportation network by identifying and developing key corridors that will eventually meet full Interstate Highway standards, with the goal of supporting 1) National Connectivity; 2) Freight and Economic Development; (3) Cross-Border Trade and International Commerce; 4) National Defense; 5) Emergency Evacuation; and 6) Transportation Modernization; and

WHEREAS, there is currently no dedicated federal funding to plan and construct Future Interstate Highways; and

WHEREAS, Interstate 10 can be disrupted by tropical storms and hurricanes and an additional hurricane evacuation route is needed to provide alternatives during those disruptions; and

WHEREAS, despite the authorization of a 40,000-mile Interstate Highway System by Congress in 1944 and the initial designation of 37,700 miles in 1947, the total constructed mileage has significantly fallen short of long-term national mobility demands and by 1960, over 10,000 miles were completed, followed by rapid expansion to 20,000 miles by the mid-1960s, 30,000 miles by 1970, and 40,000 miles by 1980, with 92% of the system completed by 1986. Incremental additions brought the system to approximately 42,700 miles in the 1990s, 46,747 miles by the early 2000s, and over 48,000 miles in the 2020s; and

WHEREAS, the modest mileage growth of interstate highways over the past four decades reflects the need for renewed federal commitment to expanding and modernizing the Interstate System to meet 21st-century transportation, economic, and security challenges; and

WHEREAS, the Governing Body of the City of College Station desires to affirm its support of the continued development of the Interstate Highway System, including I-14 and I-214 loop around Bryan-College Station, and encourages the inclusion of Future Interstate Highway Funding in the next federal surface transportation authorization bill.

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

PART 1: That the City Council hereby supports the recitals and findings set forth in the preamble above.

PART 2: That the City Council hereby supports the proposal to include the Future Interstate Highway Formula Program in the next federal surface transportation authorization bill whereby federal taxpayers' funds are used for the national interest, ensuring a strong Federal role in surface transportation. Interstate Highways were developed as a national interest and Future Interstate Highways should be treated the same.

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

ADOPTED this 23rd day of April 2026.

ATTEST: **APPROVED:**

_____ _____

City Secretary MAYOR

APPROVED:

_____
City Attorney

April 23, 2026
Item No. 7.13.
Well #6 Pumping Equipment Repair

Sponsor: Gary Mechler, Director of Water, Stephen Maldonado, Assistant Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract with Weisinger Incorporated to address operational issues at Water Well 6 through replacement of pumping equipment in the amount of $293,970 along with a contingency amount of $29,397 resulting in a total appropriation of $323,367. Approval of this item will authorize the City Manager to approve expenditures up to the contingency amount.

Relationship to Strategic Goals:
Core services and infrastructure

Recommendation(s): Staff recommends approval.

Summary: The City of College Station's water supply is supported by ten City-owned groundwater wells. This contract addresses operational issues at Water Well #6 through the removal and inspection of existing pumping equipment and the installation of replacement components to restore service. Work generally consists of installing a motor-driven shaft, setting an existing spare pump, and adding new airline and water level sounding lines. The contractor will also conduct a video survey of the well, perform initial startup, and complete bacteriological sampling in accordance with City standards.

Contingent upon City Council approval, the services will be procured through BuyBoard Contract 770-25. BuyBoard is a cooperative purchasing program that provides competitively solicited contracts for use by governmental agencies, with awards made through a formal process that complies with state and local procurement requirements. Utilizing this contract allows the City to take advantage of established pricing, reduced administrative effort, and improved procurement efficiency.

Budget & Financial Summary: Budget of $3,040,000 is included for this project in the Water Capital Improvement Projects Fund for Rehab of Water Well Pumps & Motors. A total of $2,598,970 has been expended or committed to date, leaving a balance of $441,030 for this contract and related expenses.

Attachments:
1. Contract #26300494

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300494 PROJECT #: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: Well #6 Pumping Equipment Repair

Name of Contractor: Weisinger Incorporated

CONTRACT TOTAL VALUE: $ 293,970 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A
Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A
Buy America Required ☐ Yes ☐ No ☒ N/A
Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

One bid solicited and received from Weisinger Incorporated. Repair services are available through the Buyboard Cooperative Purchasing Agreement (ITB # 770-25) effective 7/1/2025 - 6/30/2028. Funding sourced from project code WA1877982, account code WPWOC-6580.

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 04/23/2026 **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

Gary Mechler — 4/10/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 4/10/2026
ASST CITY MGR – CFO — DATE

John A. Haislet — 4/10/2026
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 Weisinger, Inc. (the "Contractor") for the construction and/or installation of the following:
Well#6 Pumping Equipment Repair (Removal, Repair and Installation).

1. DEFINITIONS

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

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

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

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

1.05 Contingency Amount. The term "Contingency Amount" shall mean and be understood as referring to the amount established and appropriated by the City, to be used exclusively by the City and in the City's sole discretion, to pay City-authorized costs associated with Change Orders and other related expenses for this Project. The Contractor agrees that the Contingency Amount, if any, is established by and is for the sole use of the City, that the Contingency Amount is not included in the Contract Amount, and that the Contractor has no right to use or receive any Contingency Amount unless authorized by the City in a written and duly authorized change order. The City's Contingency Amount is: Twenty-Nine Thousand Three Hundred Ninety-Seven and NO **/100 Dollars ($** 29,397.00).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Two Hundred Ninety-Three Thousand, Nine Hundred Seventy and NO **/100 Dollars ($** 293,970.00).

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 (1) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an

increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in 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 (l) 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 (l) 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 (l) 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 (l) 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 (l) year after the installation or completion. The one (l) 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

WEISINGER, INCORPORATED

By: _____

Printed Name: Michael Weisinger

Title: Sr. Vice President

Date: 4/9/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

John A. Haislet
City Attorney
Date: 4/10/2026

Assistant City Manager/CFO
Date: 4/10/2026

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20260033 01/02/2026

Superseded General Decision Number: TX20250033

State: Texas

Construction Type: Heavy Dredging

Counties: Texas Statewide.

DREDGING PROJECTS ALONG THE TEXAS GULF COAST AREA INCLUDING ALL PUBLIC CHANNELS, HARBORS, RIVERS, TRIBUTARIES AND THE GULF INTRACOASTAL WATERWAYS

Modification Number	Publication Date
0	01/02/2026

SUTX1994-001 01/18/1994

The following rates were revised pursuant to 29 CFR 1.6(c)(1) on 02/07/2025.

	Rates	Fringes
Derrick Operator	$ 16.85	
Dozer Operator	$ 16.85	
Dredge 16"" and Over		
DECKHAND	$ 16.85	
DREDGE TENDER OPERATOR	$ 16.85	
FIREMAN	$ 16.85	
FIRST ASSISTANT ENGINEER	$ 16.85	
LEVERMAN	$ 16.85	
OILER	$ 16.85	
SECOND ASSISTANT ENGINEER	$ 16.85	
SHOREMAN	$ 16.85	
THIRD ASSISTANT ENGINEER	$ 16.85	
TRUCK DRIVER	$ 16.85	
WELDER	$ 16.85	
Dredge Under 16""		
DECKHAND	$ 16.85	
DREDGE TENDER OPERATOR	$ 16.85	
LEVERMAN	$ 16.85	
OILER	$ 16.85	
WELDER	$ 16.85	
Hydraulic Dredging		
FIRST COOK	$ 16.85	
HANDYMAN	$ 16.85	
JANITOR - CABIN PERSON	$ 16.85	
MESS PERSON	$ 16.85	
SECOND COOK	$ 16.85	
Marsh Buggy Dragline		
OILER	$ 16.85	
OPERATOR	$ 16.85	

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

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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.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION
"

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.

2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.

3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.

4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.

5. Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. S06-02-39

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, Weisinger Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto Employers Mutual Casualty Company; Union Insurance Company of Providence, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Two Hundred Ninety-Three Thousand, Nine Hundred Seventy and NO /100 Dollars ($293,970.00) 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 Well #6 Pumping Equiment Repair (Removal, Repair, and Installation),

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. S06-02-39

FOR THE CONTRACTOR:

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

By: Seth Flynt

Name: Seth Flynt

Title: Witness

Date: April 23, 2026

WEISINGER, INC.

By: Michael Weisinger

Name: Michael Weisinger

Title: Sr. Vice President

Date: April 23, 2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: John A. Prince

Name: John A. Prince

Title: Witness

Date: April 23, 2026

Employers Mutual Casualty Company;
Union Insurance Company of Providence
(Full Name of Surety)
PO Box 1739
Wichita, KS 67201-1739

(Address of Surety for Notice)

By: Michael P. Berry

Name: Michael P. Berry

Title: Attorney-in-Fact

Date: April 23, 2026

FOR THE CITY:

REVIEWED:

John A. Haislet 4/10/2026
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.

Contract No. 26300494
Construction Agreement Over $50,000
Form 04-20-2023

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Michael P. Berry

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number	Principal:	Obligee:
S060239	Weisinger Incorporated	

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

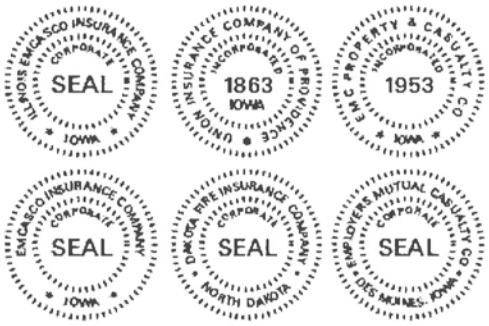
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals



Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

AMY DANIEL
Commission Number 866839
My Commission Expires
August 13, 2028

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025 are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of April, 2026.

Vice President

TEXAS STATUTORY PAYMENT BOND

Bond No. S06-02-39

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, Weisinger Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto Employers Mutual Casualty Company; Union Insurance Company of Providence, a corporation organized and existing under the laws of the State of Iowa, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Two Hundred Ninety-Three Thousand, Nine Hundred Seventy and NO/100 Dollars ($293,970.00) 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 23 day of April, 2026, for Well #6 Pumping Equiment Repair (Removal, Repair, and Installation), 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. S06-02-39

FOR THE CONTRACTOR:

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

By: Seth Flynt

Name: Seth Flynt

Title: Witness

Date: April 23, 2026

WEISINGER, INC.

By: Michael Weisinger

Name: Michael Weisinger

Title: Sr. Vice President

Date: April 23, 2026

WEISINGER INCORPORATED TEXAS

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: John A. Prince

Name: John A. Prince

Title: Witness

Date: April 23, 2026

Employers Mutual Casualty Company;
Union Insurance Company of Providence
(Full Name of Surety)
PO Box 1739
Wichita, KS 67201-1739

(Address of Surety for Notice)

By: Michael P. Berry

Name: Michael P. Berry

Title: Attorney-in-Fact

Date: April 23, 2026

FOR THE CITY:

REVIEWED:

John A. Haislet 4/10/2026
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.

Contract No. 26300494
Construction Agreement Over $50,000
Form 04-20-2023

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Michael P. Berry

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number	Principal:	Obligee:
S060239	Weisinger Incorporated	

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

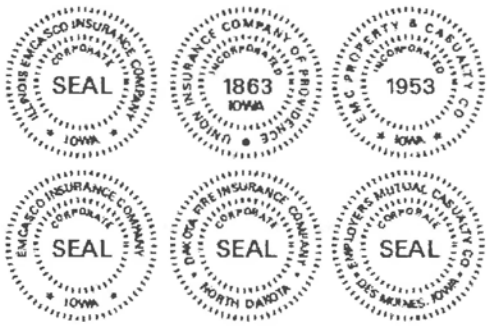
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals



Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

AMY DANIEL
Commission Number 866839
My Commission Expires
August 13, 2028

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025 are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of April, 2026.

Vice President

EMC INSURANCE

IMPORTANT NOTICE

To obtain information or to make a complaint:

You may call EMC Insurance Companies' toll free telephone number for information or to make a complaint at:

1-800-223-0562

You may also write to EMC Insurance Companies at:
P.O. Box 1739
Wichita, KS 67201-1739

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, Texas 78714-9104
FAX: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de EMC Insurance Companies' para obtener información o para presentar una queja al:

1-800-223-0562

Usted también puede escribir a EMC Insurance Companies:

P.O. Box 1739
Wichita, KS 67201-1739

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, Texas 78714-9104
FAX: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, debe communicarse con el agente primero. Si la disputa no es resuelta, usted puede communicarse con el Departemento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/7/2026

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
Adams Risk Management Services, LLC
Adams Insurance Service, Inc.
1111 North Loop W, Suite 600
Houston TX 77008

CONTACT NAME: Jennifer Green
PHONE (A/C, No, Ext): 713-869-8346 **FAX (A/C, No):** 713-869-9144
E-MAIL ADDRESS: jgreen@adamsins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Continental Insurance Company	35289
INSURER B : Travelers Lloyds Insurance Company	41262
INSURER C : Valley Forge Insurance Company	20508
INSURER D : Markel American Insurance Company	28932
INSURER E : North River Insurance Company	21105
INSURER F :	

INSURED WEISINC-01
Weisinger, Inc.
PO Box 909
Willis TX 77378

COVERAGES **CERTIFICATE NUMBER:** 1473403298 **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	7092228275	6/30/2025	6/30/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	Y	Y	7092228289	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A D E	X UMBRELLA LIAB X OCCUR	Y	Y	7092228292	6/30/2025	6/30/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			MKLM4EUE101583	6/30/2025	6/30/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000			5228245548	6/30/2025	6/30/2026		$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	7092228261	6/30/2025	6/30/2026	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Builders Risk			QT-660-8J926414-TLC-25	6/30/2025	6/30/2026	PROJECT AMOUNT	SEE BELOW*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*BUILDERS RISK POLICY CONTINUED:
JOSBITE: $5,000,000 (UNLESS SPECIFIC PROJECT AMOUNT LISTED)
DEDUCTIBLE (UNLESS NOTED BELOW): $5,000
EARTH MOVEMENT SUBLIMIT: $2,500,000
EARTH MOVEMENT DEDUCTIBLE: $25,000
FLOOD SUBLIMIT: $2,500,000 (EXCEPT 100-YEAR & 500-YEAR FLOOD PLAINS)
FLOOD SUBLIMIT: $1,000,000 (500-YEAR FLOOD PLAIN)
FLOOD DEDUCTIBLE: $25,000 (EXCEPT IN 500-YEAR FLOOD PLAIN)
See Attached...

CERTIFICATE HOLDER
CITY OF COLLEGE STATION
1101 TEXAS AVENUE
COLLEGE STATION TX 77840

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

AUTHORIZED REPRESENTATIVE
James S Adams III

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: WEISINC-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Adams Risk Management Services, LLC	Weisinger, Inc. PO Box 909 Willis TX 77378
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

FLOOD DEDUCTIBLE: $100,000 (500-YEAR FLOOD PLAIN)

WINDSTORM/HAIL DEDUCTIBLE: $50,000

INSTALLATION FLOATER Policy Number: 7092242645
The Continental Insurance Company - Policy Dates: 06/30/2025 to 06/30/2026
Policy Limits: $2,500,000 Per Jobsite

THE GENERAL LIABILITY & AUTOMOBILE LIABILITY POLICIES INCLUDE A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT & THE GENERAL LIABILITY, AUTOMOBILE LIABILITY & WORKERS COMPENSATION POLICIES INCLUDE A BLANKET WAIVER OF SUBROGATION ENDORSEMENT THAT PROVIDES ADDITIONAL INSURED STATUS & WAIVER OF SUBROGATION STATUS TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED & THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS AS PER THE ATTACHED.

THE GENERAL LIABILITY POLICY INCLUDES THE FOLLOWING ENDORSEMENTS: 1) CNA75014XX-NOTICE OF CANCELLATION-30 DAY BLANKET AS REQUIRED BY WRITTEN CONTRACT. 2) CNA74705XX-BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT. 3) CNA75079XX & CNA74705XX-WHO IS AN INSURED IS AMENDED TO INCLUDE AS ADDITIONAL INSURED ANY PERSON OR ORGANIZATION WHEN YOU HAVE AGREED IN A WRITTEN CONTRACT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY. PRIMARY & NON-CONTRIBUTORY BASIS IF THE ADDITIONAL INSURED SPECIFICALLY AGREED IN A WRITTEN CONTRACT THAT THE INSURANCE BE PRIMARY & WHEN COVERAGE IS PROVIDED ON A PRIMARY BASIS WE WILL NOT SEEK CONTRIBUTION FROM ANY OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED IF A WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE NON-CONTRIBUTORY.

THE AUTOMOBILE POLICY INCLUDES THE FOLLOWING ENDORSEMENTS: 1) CNA63359XX-BLANKET ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO THE BODILY INJURY OR PROPERTY DAMAGE. 2) CNA63359XX-BLANKET WAIVER OF SUBROGATION AS REQUIRED BY WRITTEN CONTRACT. 3) CNA63359XX-DESIGNATED INSURED PRIMARY NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT. 4) CNA68021XX-NOTICE OF CANCELLATION-30 DAYS BLANKET AS REQUIRED BY WRITTEN CONTRACT.

THE WORKERS COMPENSATION POLICY INCLUDES THE FOLLOWING ENDORSEMENTS: 1) WC 42 03 04B-WAIVER OF SUBROGATION-BLANKET WAIVER FOR ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER. 2) WC 42 06 01-NOTICE OF CANCELLATION-30 DAYS BLANKET AS REQUIRED BY WRITTEN CONTRACT.

THE UMBRELLA/EXCESS LIABILITY POLICY APPLIES IN EXCESS OF THE UNDERLYING GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EMPLOYERS LIABILITY POLICIES ABOVE INCLUDING FOLLOWING THE TERMS OF ANY ADDITIONAL INSURED ENDORSEMENTS. THE POLICY FOLLOWS THE TERMS AND CONDITIONS OF SUCH UNDERLYING POLICIES UNLESS THEY ARE INCONSISTENT WITH THE TERMS OF THE POLICY.

Re: Water Well #6 Pumping Equipment Repair

Certificate Holder includes: The City of College Station, its agents, officials, employees and volunteers

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Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out

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of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   b. the construction, erection, or removal of elevators; or
   c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:
   a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:
   a. the **Named Insured's** acts or omissions; or
   b. the acts or omissions of those acting on the **Named Insured's** behalf,

   in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

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If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

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4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

   a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

   b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

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Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

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Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

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.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

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B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. 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 shown in the Declarations, regardless of the number of projects involved.

E. If a single construction project away from premises owned by or rented to the **Insured** has been 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.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

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the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

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iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS.** Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

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A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $<insert ($) amount>; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

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18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

   This insurance does not apply to:

   Knowing Violation of Rights of Another

   Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

   (a) the **Named Insured**; or

   (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

   This insurance does not apply to:

   Employment Related Discrimination

   Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

   Premises Related Discrimination

   discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

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Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

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24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures.**

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

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1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Policy Holder Notice - Countrywide

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT – BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

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2. In **a.(4)**, the limit for the loss of earnings is changed from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident**.

E. Airbag Coverage

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The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

   a. An **auto** owned by that "executive officer" or a member of that person's household; or

   b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

   Such Liability and/or Physical Damage Coverage as is afforded by this provision.

   (1) Equal to the greatest of those coverages afforded any covered **auto**; and

   (2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

   Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

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The following is added to **Section IV, Paragraph A.2.a.:**

(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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CNA

NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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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: Waiver of Subrogation Operations
3. Premium:

   The premium charge for this endorsement shall be Waiver of Subrogation Percent of Premium 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: Waiver of Subrogation Advance Premium

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

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XVII. MERGERS AND ACQUISITIONS

A. If during the Certificate Period, the Named Assured acquires another entity for whom more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of such entity's directors are owned by the Named Assured, there shall be no cover under this Certificate for any loss related to the acquired entity unless the Named Assured gives the Underwriters written notice within sixty (60) days after the effective date of the acquisition, obtains the written consent of the Underwriters to extend coverage to such additional entities and agrees to pay any additional premium required by the Underwriters.

B. If during the Certificate Period the Named Assured consolidates or merges with another entity such that the Named Assured is not the surviving entity, is acquired by another entity, or sells substantially all of its assets to any other entity, then coverage under this Certificate shall not apply to acts, errors, omissions or other breach, Pollution Conditions or Microbial Conditions committed or arising subsequent to such consolidation, merger or acquisition. The Named Assured shall provide written notice of such consolidation, merger or acquisition to the Underwriters as soon as practicable, together with such information as the Underwriters may require.

C. All notices and premium payments made under this section shall be directed to the Underwriters through the entity named in Item 9.(c) of the Declarations.

XVIII. ASSISTANCE AND COOPERATION OF THE ASSURED

The Assured shall cooperate with the Underwriters in all investigations, including investigations regarding the Application for and coverage under this Certificate. The Assured shall execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The Assured agrees not to take any action which in any way increases the Underwriters exposure under the Certificate.

Upon the Underwriters request, the Assured shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Assured because of acts, errors or omissions, Pollution Conditions or Microbial Conditions with respect to which insurance is afforded under this Certificate; and the Assured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The Assured shall not admit liability, make any payment, assume any obligations, incur any expense (including, but not limited to, any Claims Expenses or Cleanup Costs), enter into any settlement, stipulate to any judgment or award or dispose of any Claim without the written consent of the Underwriters.

Except as provided for in Clause II.1., expenses incurred by the Assured in assisting and cooperating with the Underwriters, as described above, do not constitute Claims Expenses and are not reimbursable under the Certificate.

XIX. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, the Assured shall have fully complied with all of the terms of this Certificate, nor until the amount of the Assured's obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and the Underwriters. Nothing contained herein shall give any person or organization any right to join the Underwriters as a party to any Claim against the Assured to determine their liability, nor shall the Underwriters be impleaded by the Assureds or their legal representative in any Claim.

XX. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the Assureds' rights of recovery therefore against any person or organization, and the Assured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Any recoveries shall be applied first to subrogation expenses, second to Damages, Claims Expenses and Privacy Breach Response

Services paid by the Underwriters, and third to the Each Claim Deductible or Each Incident Deductible (as applicable). Any additional amounts recovered shall be paid to the Named Assured.

Notwithstanding the foregoing, the Assured shall do nothing to prejudice such rights. The Underwriters agree to waive its rights of recovery against any party for a Claim which is covered pursuant to Insuring Clause I.A.1., I.A.2. or I.A.4. of this Certificate to the extent the Named Assured had, prior to such Claim, a written agreement to waive such rights against that party.

XXI. ENTIRE AGREEMENT

By acceptance of this Certificate, all Assureds agree that this Certificate embodies all agreements existing between them and the Underwriters relating to this Insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Certificate or estop the Underwriters from asserting any right under the terms of this Certificate; nor shall the terms of this Certificate be waived or changed, except by written endorsement issued to form a part of this Certificate, signed by the Underwriters.

XXII. VALUATION AND CURRENCY

All premiums, limits, deductibles, Damages and other amounts under this Certificate are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of Damages under this Certificate is stated in a currency other than United States dollars or if Claims Expenses are paid in a currency other than United States dollars, payment under this Certificate shall be made in United States dollars at the rate of exchange published in the Wall Street Journal on the date the judgment becomes final or payment of the settlement or other element of Damages is due or the date such Claims Expenses are paid.

XXIII. BANKRUPTCY

Bankruptcy or insolvency of the Assured shall not relieve the Underwriters of their obligations nor deprive the Underwriters of its rights or defenses under this Certificate.

XXIV. AUTHORIZATION

By acceptance of this Certificate, the Assureds agree that the first Named Assured will act on their behalf with respect to the giving and receiving of any notice provided for in this Certificate, the payment of premiums and the receipt of any return premiums that may become due under this Certificate, and the agreement to and acceptance of endorsements.

XXV. HEADINGS

The descriptions in the headings and subheadings of this Certificate are solely for convenience, and form no part of the terms and conditions of coverage.

XXVI. SANCTION LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

Underwriters shall not be deemed to provide cover and Underwriters shall not be liable to pay any Damages or Claims Expenses or provide any other benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

XXVII. SERVICE OF SUIT

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due under this Insurance, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to

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.

WEISINGER INCORPORATED
PO Box 909 • Willis, TX 77378
936-756-7721 • 281-353-8484 • 936-756-7723 fax
www.weisingerinc.com

March 18, 2026
Revised 03/30/2026

Jared Lapaglia
City of College Station
1101 Texas Avenue
College Station, Texas 77840

Ref: Water Well No. 06

Dear Mr. Lapaglia:

As you requested, we are pleased to provide the following quotation which is in accordance with our understanding of your requirements. After the pumping equipment is removed, there is a risk of the pumping equipment not meeting the required tolerance levels. The cost provided below is a worst case scenario to replace all of the pumping equipment in the well, with exception of the discharge head, motor, and pump. .

Scope of Services

- Furnish bonds
- Mobilize service rig and crew to pull existing pumping equipment
- Remove the pumping equipment from the well under normal removal procedures
- Haul original pumping equipment to our facility, perform disassembly, inspection, and present a report of our findings
- Perform a TV survey and present a report of findings
- 520 ft of New 12" X 3 1/2" X 2 3/16" with suction pipe and stainless steel cone strainer
- New 3 1/2" x 2 3/16" tension plate and tension bearing assembly
- New 2 3/16" motor drive shaft complete with head shaft nut and gib key
- Steam clean, prime and paint the existing discharge head and its appurtenances
- 530 ft of new 1/4" PVC coated stainless steel airline complete with water level detector kit
- New 3 gallon epoxy coated oil reservoir complete with sight glass, immesrsion heater and lubrication kit
- 520' New 1" PVC for water level sounding line
- Furnish pump service rig and crew and install the water well pumping equipment
- Perform start up and bacteriological sampling

Total for Scope of Services outlined $293,970.00

Note: New pump is not figured into this proposal, this quote is figured using the spare pump currently being testing, existing motor, and existing discharge head

Thank you for the opportunity to offer you our services as we await your response.

BJ Alldredge
Weisinger Incorporated

Available on BuyBoard® Cooperative Purchasing

BuyBoard Contract # 770-25

EXHIBIT E
CONSTRUCTION SCHEDULE

Substantial completeion is 90 days from notice to proceed.

EXHIBIT F
SCHEDULE OF VALUES

April 23, 2026
Item No. 8.1.
Street Maintenance Update

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an update on the street maintenance program.

Relationship to Strategic Goals:
1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): N/A

Summary: N/A

Budget & Financial Summary: N/A

Attachments:
None

April 23, 2026
Item No. 8.2.
State of the City

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a State of the City Event.

Relationship to Strategic Goals:
Good governance

Recommendation(s): Staff recommends the council discuss a possible state of the city event and provide direction to staff.

Summary: At the November 13th, 2025 meeting, Councilmember William Wright requested a future agenda item to discuss a potential 'state of the city' event. This item is intended to provide an opportunity for the Council to have the requested discussion.

Budget & Financial Summary:

Attachments:
None

April 23, 2026
Item No. 9.1.
Windham Tract Rezoning

Sponsor: Robin Macias, Land Development Review Administrator

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an Ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts", Section 4.2 "Official Zoning Map", of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to RS Restricted Suburban, for approximately 222 acres, generally located on Greens Prairie Road, east of the intersection of Greens Prairie Road and W.S. Phillips Parkway.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): Staff recommends approval of this rezoning request. This item was heard at the April 2, 2026 Planning and Zoning Commission meeting where it was recommended for approval (6-0).

Summary: This request is to rezone approximately 222 acres of land, generally located on Greens Prairie Rd east of the intersection of Greens Prairie Rd and WS Phillips Pkwy, from R Rural to RS Restricted Suburban. The tract proposed to be rezoned consists of an unplatted property and is currently undeveloped. The intent of the rezoning is to build a residential subdivision consisting of approximately 886 lots.

A request to rezone the subject property from R Rural to GS General Suburban was heard at the November 13, 2025, City Council meeting, where the request was denied. At the direction of Council, the proposed zoning to RS would reduce the maximum density from the previously requested 8 dwelling units per acre to 4 dwelling units per acre.

REZONING REVIEW CRITERIA
1. Whether the proposal is consistent with the Comprehensive Plan:

The Comprehensive Plan Future Land Use and Character Map designates the subject property as Suburban Residential. The Comprehensive Plan generally describes the Suburban Residential land use designation as follows:

Single family residential areas that consist of low to moderate density single family lots. Development types tend to be highly consistent within a subdivision or neighborhood.

The intent of the district is to:
o Encourage community facilities, parks, and greenways within neighborhoods
o Accommodate streetscape features such as sidewalks, street trees, and lighting
o When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments

The zoning districts that are generally appropriate for within the Suburban Residential land use include: RS Restricted Suburban and GS General Suburban.

The goal of Chapter 3 of the Comprehensive Plan is to have viable and attractive neighborhoods that maintain long-term neighborhood integrity while collectively providing a wide range of housing options and other services for a diverse population. Chapter 3 states that new neighborhoods should be designed to fit within the existing fabric of the community and complement the natural environment. Sustainable neighborhoods should be developed with integrated parks that are easily and safely reached on foot or bicycle. Development policies should encourage the clustering of homes to reduce the environmental impacts on sensitive areas like floodplain.

The proposed rezoning request from R Rural to RS Restricted Suburban aligns with the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The property has frontage to Greens Prairie Rd. Adjacent properties are zoned PDD Planned Development District to the north and northeast, RS Restricted Suburban to the east, R Rural to the southeast, the City of College Station's Extraterritorial Jurisdiction to the south, and GS General Suburban to the west.

The adjacent properties to the north, east, and west are currently developed as residential subdivisions. The property to the northeast of the subject property is currently undeveloped. The properties to the south are located in the City's ETJ

The RS Restricted Suburban zoning district is intended to provide land for detached medium-density, single-family residential development.

The proposed zoning district is appropriate for the surrounding area as it would continue the use of suburban residential subdivisions.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject property is suitable for uses allowed within the proposed zoning district. The site has adequate space to meet the minimal dimensional standards for RS Restricted Suburban.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water and wastewater infrastructure is adequate to support the future extension needs of this development. The design of extensions to the City's Water and Wastewater systems will be reviewed with platting of the tract. Drainage and any other infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property is generally located on Greens Prairie Rd. Right of Way alignments and dedications would be determined during the preliminary plan. The subject tract has frontage on Greens Prairie Road and the future extension of W.S. Phillips Parkway and Oldham Oaks Avenue.

W.S. Phillips Parkway has a thoroughfare classification of minor arterial, and Oldham Oaks Avenue is listed as a minor collector. Both will be extended with the platting of the tract and eventually intersect on the southeastern edge of the development. A traffic impact analysis (TIA) has been completed with this project with a total build out estimated for 2035. The site's assumed trip generation and traffic mitigation recommendations outlined in the TIA will be fulfilled as buildout happens.

5. The marketability of the property:

The existing zoning of R Rural does not comply with the Future Land Use of Suburban Residential and the applicant states the current zoning is not suitable for the type of development the City intends for this area. However, the proposed zoning district would allow for greater density of single family homes, making it more marketable.

Budget & Financial Summary:

Attachments:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 222 ACRES, GENERALLY LOCATED ON GREENS PRAIRIE RD, EAST OF THE INTERSECTION OF GREENS PRAIRIE RD AND WS PHILLIPS PKWY AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A" and Exhibit "B"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R Rural to RS Restricted Suburban:

FIELD NOTES
221.95 ACRES

Being all that certain tract or parcel of land lying and being situated in the JESSE BLEDSOE SURVEY, Abstract No. 71, the HARDIN MCGREW SURVEY, Abstract No. 175 and the WILLIAM CLARK SURVEY, Abstract No. 101, in College Station, Brazos County, Texas and being part of the called 320 acre tract described in the deed from Don Dillon and wife, Pat Dillon to Jerry Windham recorded in Volume 315, Page 734 of the Brazos County Deed Records (B.C.D.R.) and part of the called 230.13 acre tract described in the deed from Bernath Concrete Products Company to Jerry P. Windham recorded in Volume 763, Page 656 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the common west corner of the called 230.13 acre Windham tract and the called 4.000 acre City of College Station, Texas tract recorded in Volume 18890, Page 250 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.), said iron rod also marking the north corner of Lot 1, Block 2, SWEETWATER SUBDIVISION according to the Final Plat recorded in Volume 2072, Page 65 (O.R.B.C.) and being in the southeast margin of Greens Prairie Road;

THENCE: N 41° 44' 47" E along the southeast margin of said Greens Prairie Road for a distance of 416.79 feet to a found 1/2-inch iron rod marking the west corner of this herein described tract, said iron rod also marking the north corner of the called 4.000 acre City of College Station, Texas tract and the POINT OF BEGINNING;

THENCE: along the southeast margin of said Greens Prairie Road for the following two (2) calls:

1) N 41° 44' 47" E (DEED CALL: N 43° 56' 36" E) for a distance of 483.42 feet to a 1/2-inch iron rod set for angle, and
2) N 41° 10' 30" E (DEED CALL: N 43° 56' 36" E) for a distance of 41.07 feet to a point for corner;

THENCE: into the interior of the called 230.13 acre Windham tract for the following nine (9) calls:

1) S 48° 49' 32" E for a distance of 160.60 feet to a point for corner,
2) N 41° 11' 53" E for a distance of 55.00 feet to a point for corner,
3) S 48° 48' 07" E for a distance of 291.00 feet to a point for corner,
4) S 41° 11' 53" W for a distance of 25.67 feet to a point for corner,
5) S 48° 09' 40" E for a distance of 436.53 feet to a point for corner,
6) N 41° 11' 53" E for a distance of 944.44 feet to a point for corner,
7) N 48° 48' 07" W for a distance of 291.00 feet to a point for corner,
8) N 41° 11' 53" E for a distance of 121.69 feet to a point for corner, and
9) N 48° 48' 07" W for a distance of 597.54 feet to a point for corner, said point also being in the southeast margin of said Greens Prairie Road;

THENCE: N 41° 10' 30" E (DEED CALL: N 43° 56' 36" E) for a distance of 741.82 feet to a found iron rod marking the common north corner of this tract and the called 230.13 acre Windham tract, said iron rod also marking the west corner of the called 368.57 acre OGC CNO JV, LLC remainder tract recorded in Volume 13744, Page 240 (O.P.R.B.C.);

THENCE: along the fenced common line of this tract and the called 368.57 acre OGC CNO JV, LLC remainder tract for the following three (3) calls:

1) S 43° 57' 57" E (ADJOINER CALL: S 41° 37' 40" E – 1,990.85') for a distance of 1,991.19 feet to a found 8-inch fence post marking an exterior corner of this tract,
2) S 44° 18' 59" W (ADJOINER CALL: S 46° 39' 49" W – 335.77') for a distance of 335.46 feet to a found 3/8-inch iron rod marking an interior corner of this tract, and
3) S 48° 34' 02" E (ADJOINER CALL: S 46° 15' 06" E) for a distance of 1,927.56 feet to a 1/2-inch iron rod set for the east corner of this herein described tract;

THENCE: into and through the called 230.13 acre Windham tract and the called 320 acre Windham tract for the following six (6) calls:

1) S 41° 52' 09" W for a distance of 459.29 feet to a 1/2-inch iron rod set for angle,

2) S 48° 07' 51" E for a distance of 187.02 feet to the Point of Curvature of a curve to the right,
3) 61.87 feet along the arc of said curve having a central angle of 19° 15' 57", a radius of 184.00 feet, a tangent of 31.23 feet and long chord bearing S 28° 48' 16" W at a distance of 61.58 feet to the Point of Reverse Curvature,
4) 556.14 feet along the arc of said curve having a central angle of 27° 57' 54", a radius of 1139.44 feet, a tangent of 283.72 feet and long chord bearing S 24° 27' 18" W at a distance of 550.64 feet to the Point of Tangency,
5) S 08° 16' 36" W for a distance of 600.03 feet to the Point of Curvature of a curve to the right, and
6) 734.41 feet along the arc of said curve having a central angle of 27° 20' 13", a radius of 1539.25 feet, a tangent of 374.33 feet and long chord bearing S 25° 59' 43" W at a distance of 727.46 feet to the Point of Tangency, said point also being in the northeast line of the called 79.63 acre Windham tract;

THENCE: along the common line of this tract and the called 320 acre Windham tract for the following two (2) calls:

1) N 49° 10' 12" W for a distance of 300.80 feet to a found 1/2-inch iron rod marking an angle point of this tract, and
2) N 69° 44' 51" W for a distance of 162.12 feet to a found 1/2-inch iron rod marking an angle point of this tract, said iron rod also being in the northeast line of the called 0.87 acre Sweetwater Land Development Company, LLC tract recorded in Volume 2163, Page 159 (O.R.B.C.);

THENCE: along the fenced common line of this tract, the called 0.87 acre Sweetwater Land Development Company, LLC tract and SWEETWATER SUBDIVISION for the following nine (9) calls:

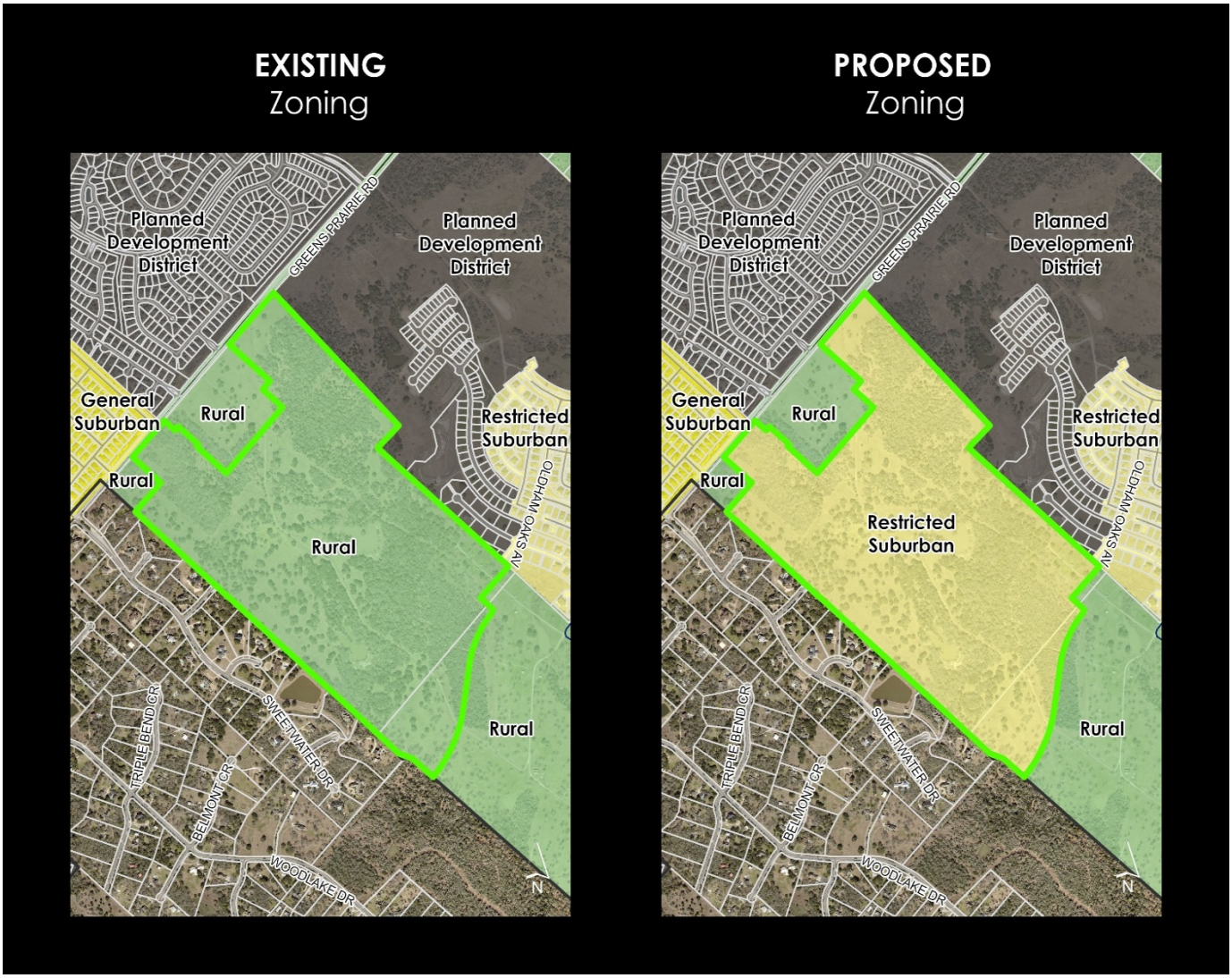
1) N 47° 55' 15" W (ADJOINER CALL: N 45° 49' 43" W) for a distance of 330.48 feet to a 12-inch fence post for angle,
2) N 47° 36' 12" W (ADJOINER CALL: N 45° 30' 40" W) for a distance of 358.90 feet to a 1/2-inch iron rod set for angle,
3) N 48° 14' 22" W (ADJOINER CALL: N 46° 08' 50" W) for a distance of 974.52 feet to a found 9-inch fence post marking an angle point of this tract,
4) N 48° 10' 20" W (ADJOINER CALL: N 46° 04' 48" W) for a distance of 799.67 feet to a found triple 32-inch post oak marking an angle point of this tract,
5) N 49° 50' 58" W (ADJOINER CALL: N 47° 45' 26" W) for a distance of 146.24 feet to a found double 38-inch post oak marking an angle point of this tract,
6) N 47° 00' 43" W (ADJOINER CALL: N 44° 55' 11" W) for a distance of 76.89 feet to a found 10-inch fence post marking an angle point of this tract,
7) N 48° 06' 59" W (ADJOINER CALL: N 46° 01' 27" W) for a distance of 935.75 feet to a found 18-inch post oak marking an angle point of this tract,
8) N 48° 19' 40" W (ADJOINER CALL: N 46° 14' 08" W) for a distance of 162.68 feet to a point in an existing fence, said point also marking the north corner of the called 0.87 acre Sweetwater Land Development Company, LLC tract, and
9) N 47° 55' 00" W (DEED CALL: N 45° 36' 07" W) for a distance of 117.87 feet to a found 1/2-inch iron rod marking an exterior corner of this tract, said iron rod also marking the south corner of the called 4.000 acre City of College Station, Texas tract;

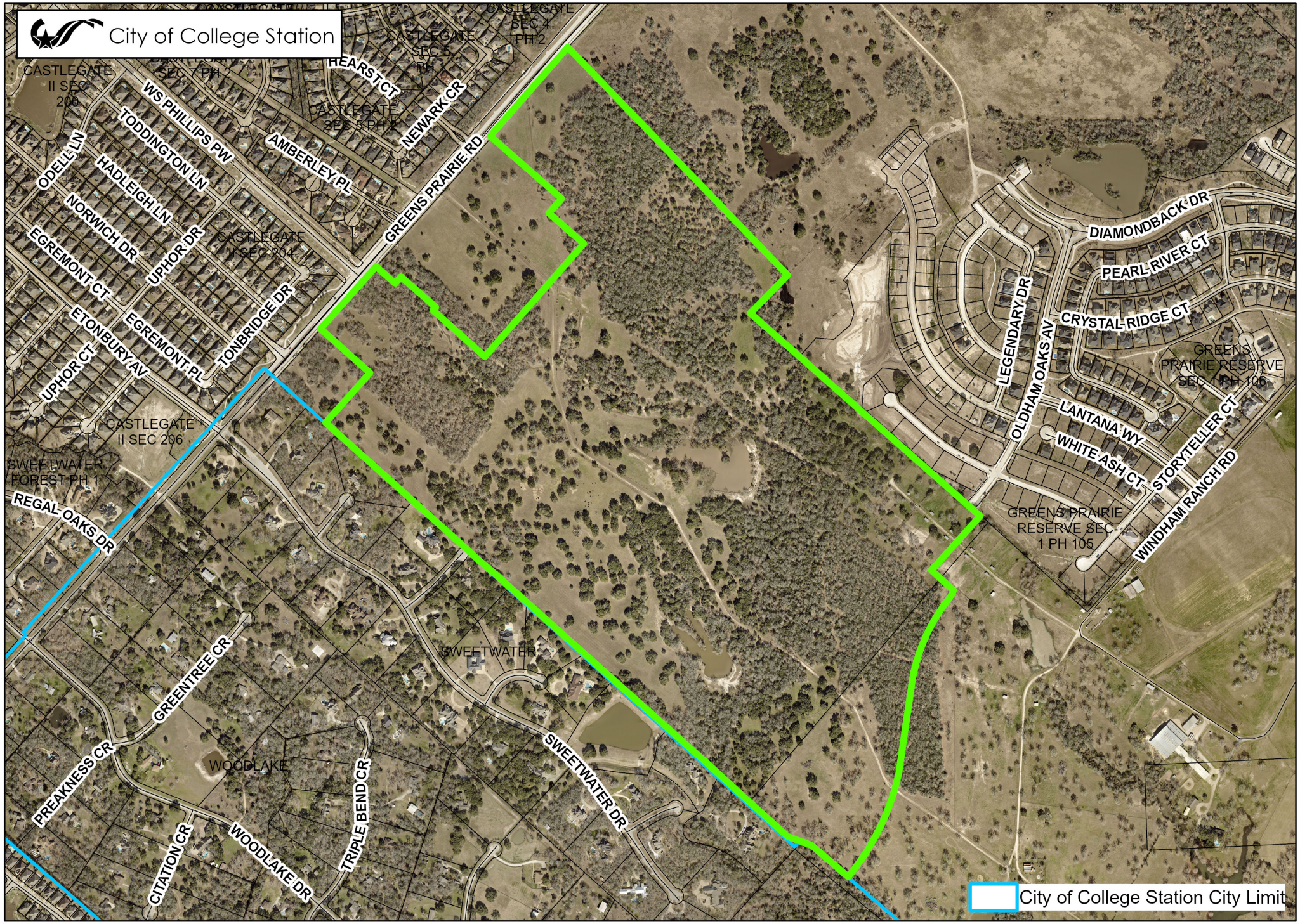
THENCE: along the common line of this tract and the called 4.000 acre City of College Station, Texas tract for the following two (2) calls:

1) N 41° 45' 19" E for a distance of 419.18 feet to a found 1/2-inch iron rod marking an interior ell corner of this tract, and
2) N 48° 15' 13" W for a distance of 416.88 feet to the POINT OF BEGINNING and containing 221.95 acres of land.

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on February, 2026.

Exhibit B


EXISTING
Zoning
PROPOSED
Zoning
Planned Development District
Planned Development District
GREENS PRAIRIE RD
General Suburban
Rural
Restricted Suburban
Rural
Rural
OLDHAM OAKS AV
Rural
TRIPLE BEND CR
SWEETWATER DR
BELMONT CR
WOODLAKE DR
N
Planned Development District
Planned Development District
GREENS PRAIRIE RD
General Suburban
Rural
Restricted Suburban
Rural
Restricted Suburban
OLDHAM OAKS AV
Rural
TRIPLE BEND CR
SWEETWATER DR
BELMONT CR
WOODLAKE DR
N



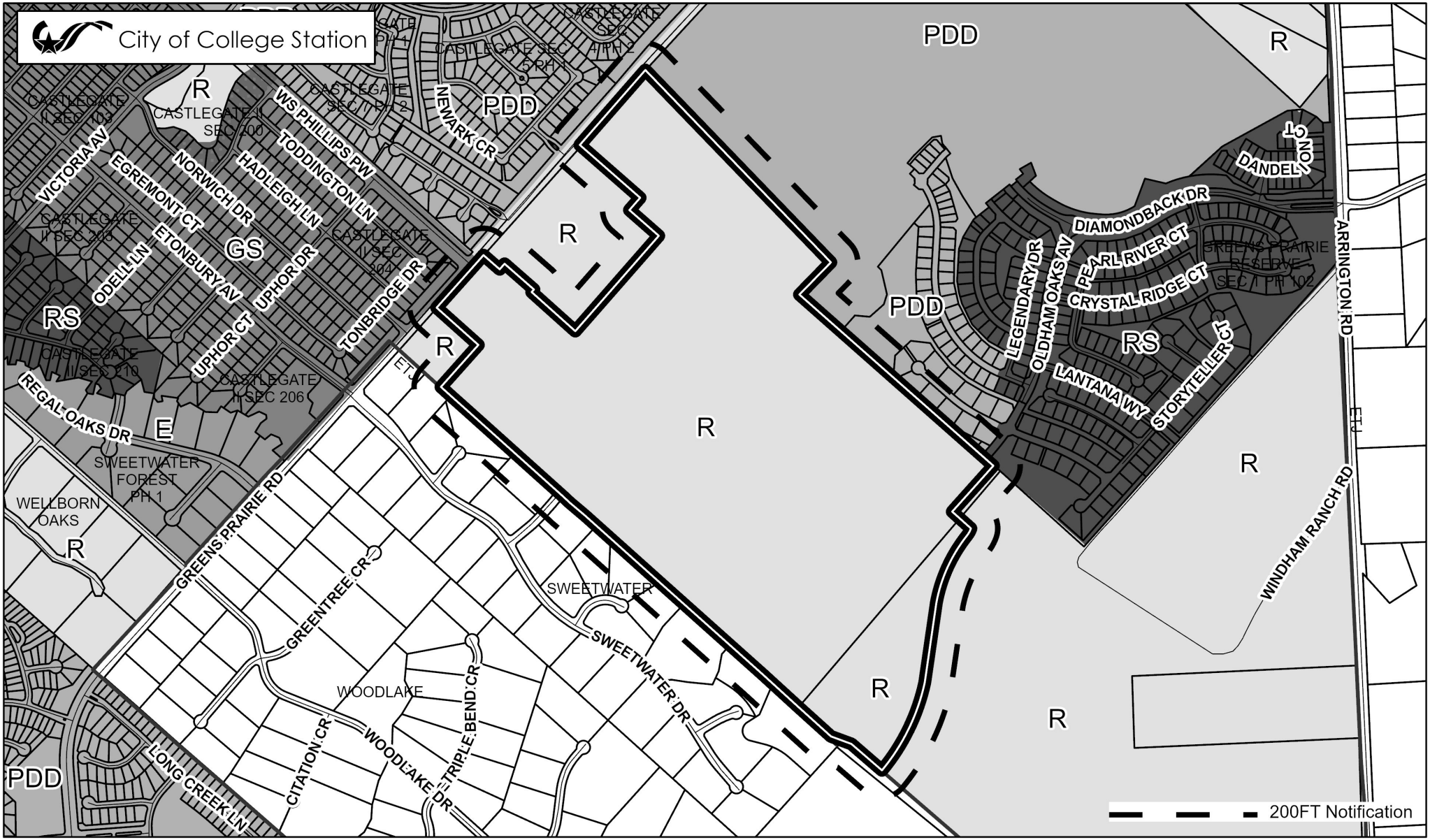
NORTH

0 500 1,000 Feet

WINDHAM TRACT

Case: REZ2026-000003

REZONING



ZONING DISTRICTS (In Grayscale)

Residential
- R Rural
- WE Wellborn Estate
- E Estate
- WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
- MH Middle Housing
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Home Pk.

Non-Residential
- NAP Natural Area Protected
- O Office
- SC Suburban Commercial
- WC Wellborn Commercial
- GC General Commercial
- CI Commercial Industrial
- BP Business Park
- BPI Business Park Industrial
- C–U College and University

Planned Districts
- P-MUD Planned Mixed-Use Dist.
- PDD Planned Develop. Dist.

Design Districts
- WPC Wolf Pen Creek Dev. Cor.
- NG–1 Core Northgate
- NG–2 Transitional Northgate
- NG–3 Residential Northgate

Overlay Districts
- OV Corridor Ovr.
- RDD Redevelopment District
- NPO Nbrhd. Prevailing Ovr.
- NCO Nbrhd. Conservation Ovr.
- HP Historic Preservation Ovr.

Retired Districts
- R-1B Single Family Residential
- R-4 Multi-Family
- R-6 High Density Multi-Family
- C-3 Light Commercial
- RD Research and Dev.
- M-1 Light Industrial
- M-2 Heavy Industrial

NORTH

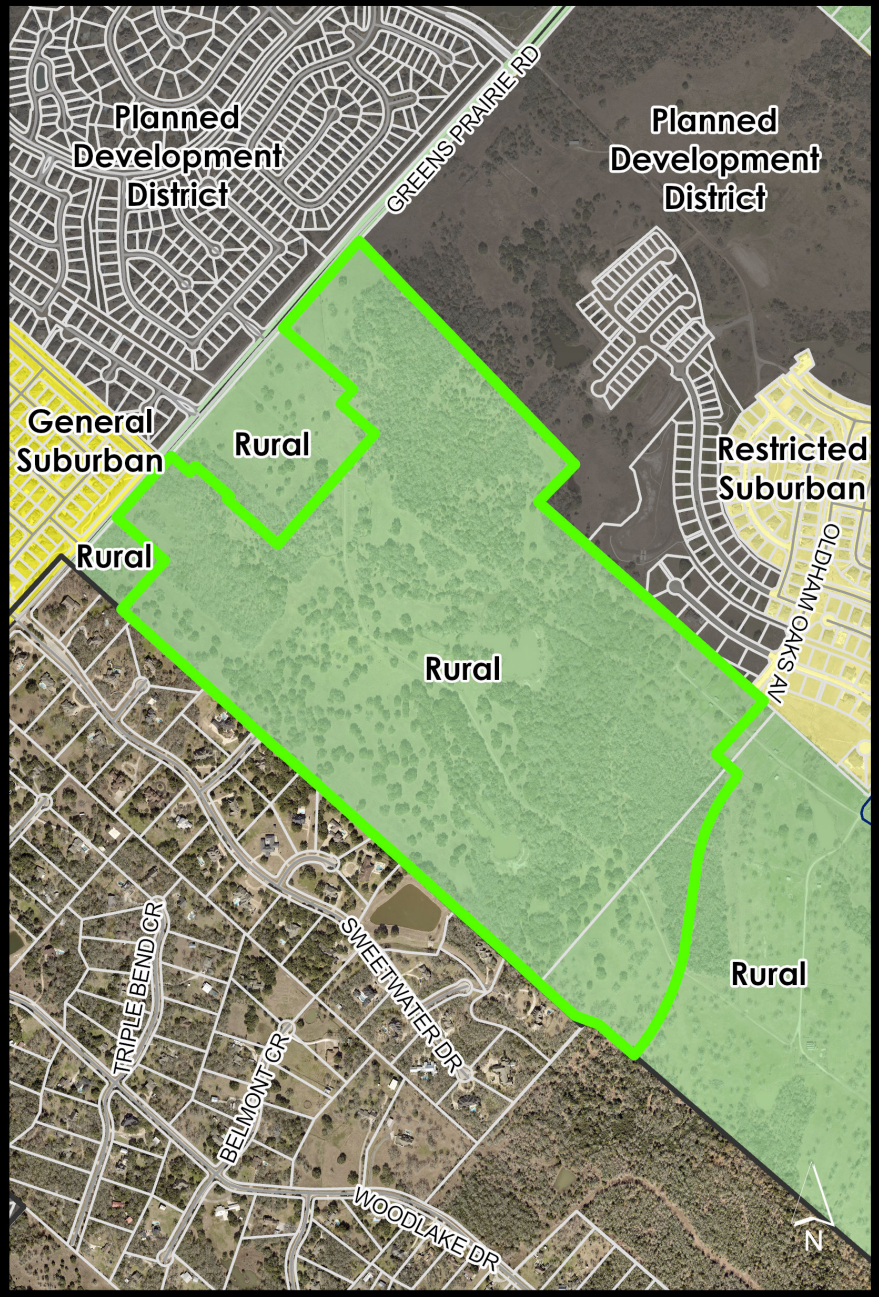
0 1,000 2,000 Feet

WINDHAM TRACT

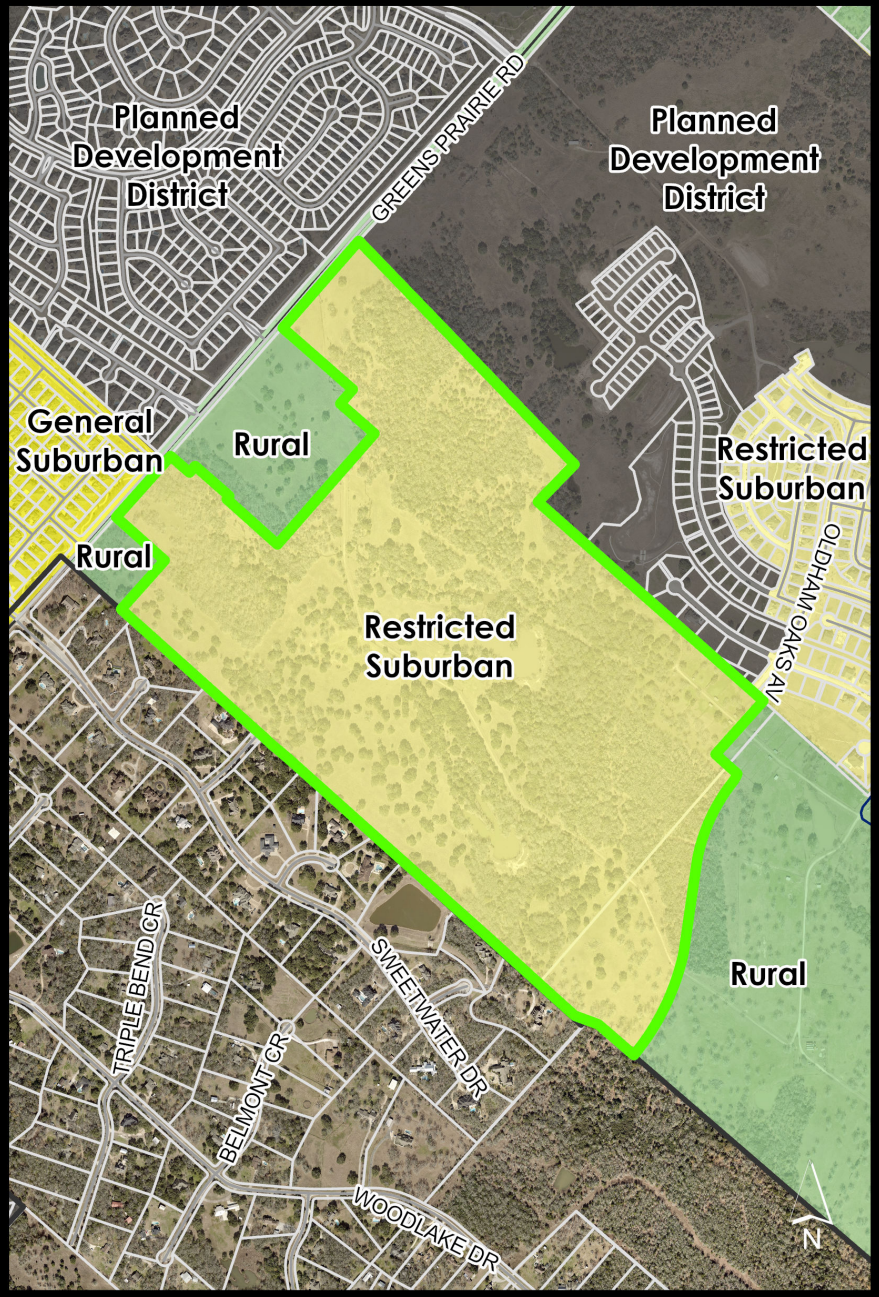
Case: REZ2026-000003

REZONING

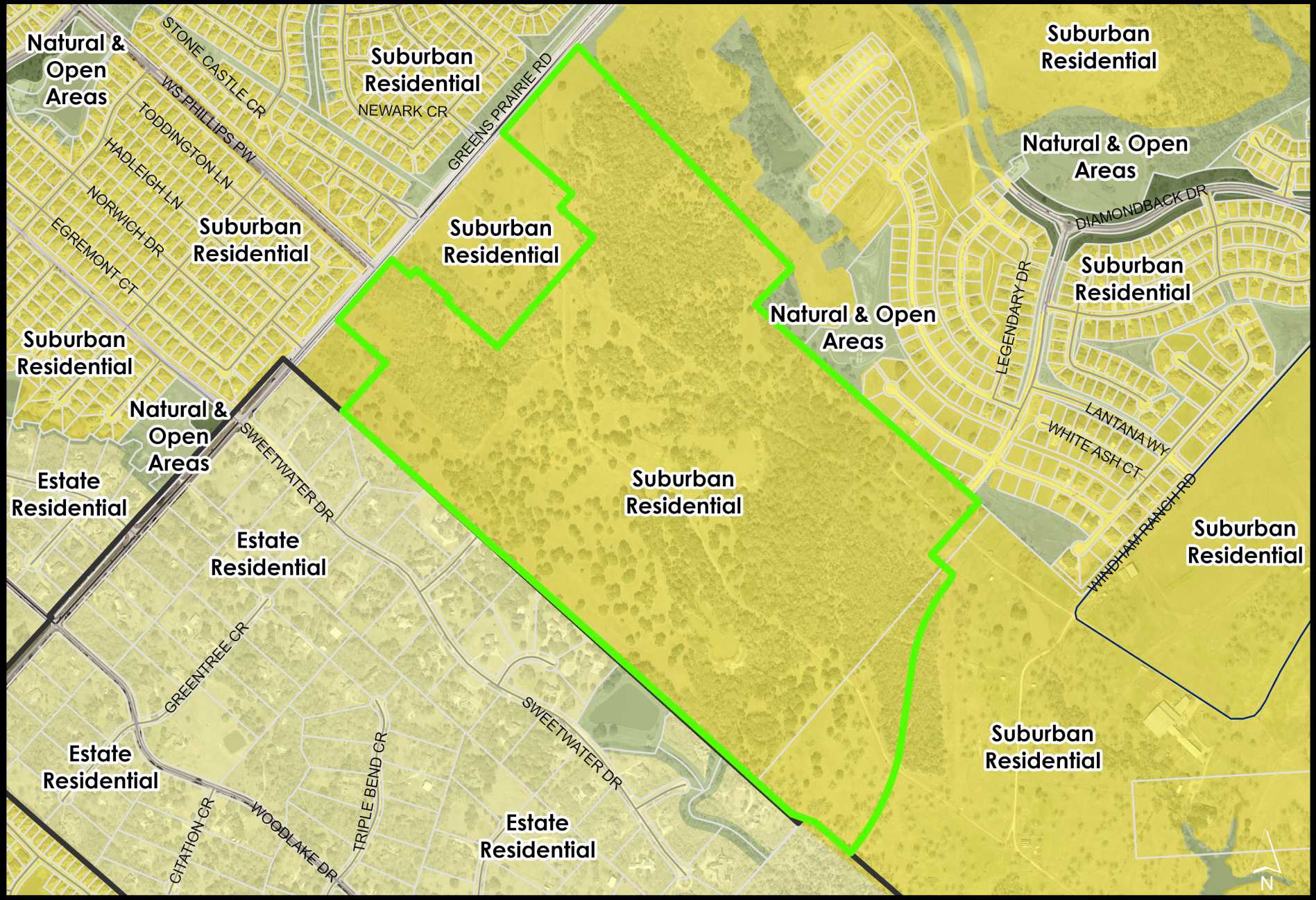
EXISTING
Zoning



PROPOSED
Zoning



EXISTING
Future Land Use



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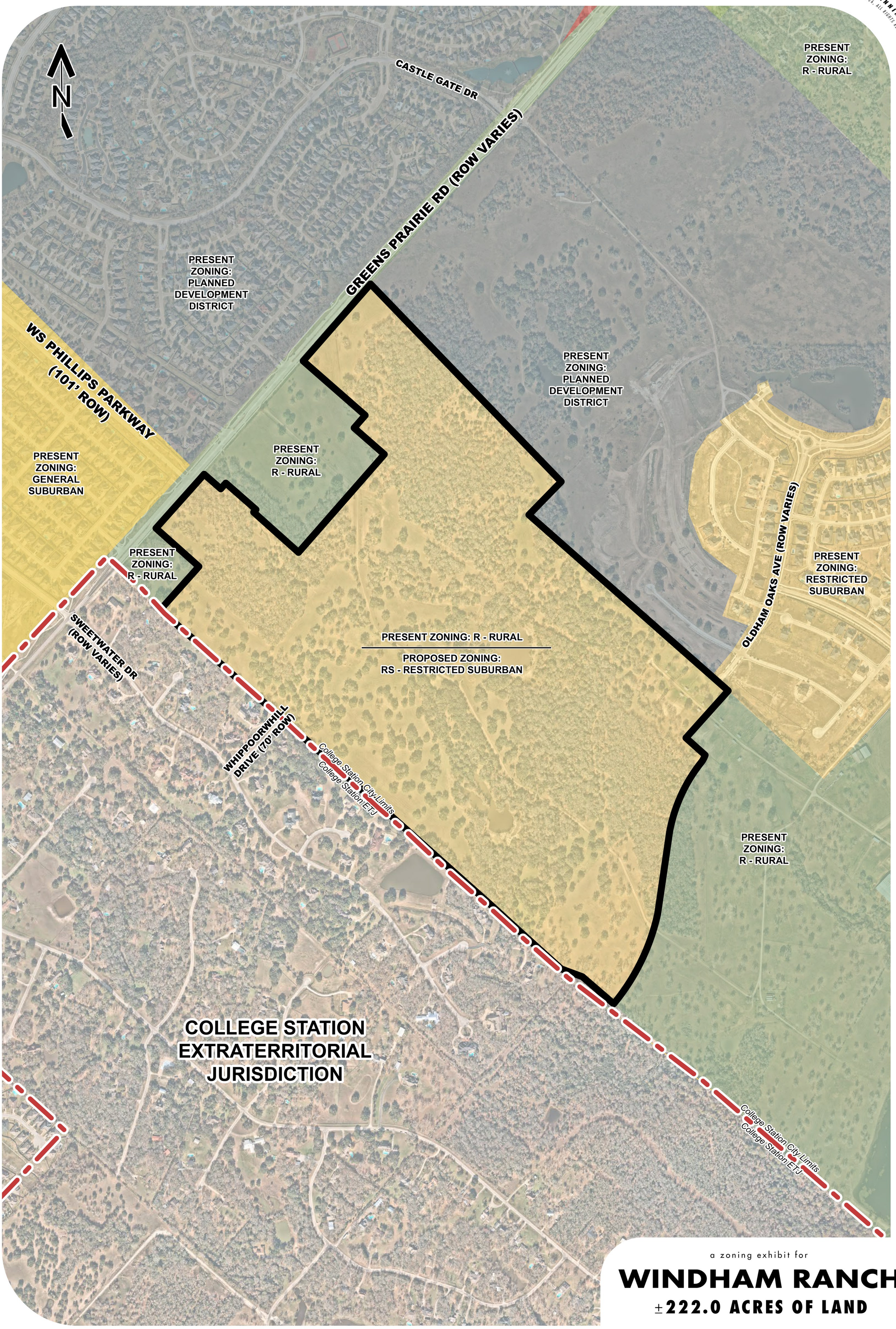

a zoning exhibit for

WINDHAM RANCH

±222.0 ACRES OF LAND

META PLANNING + DESIGN
24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 150 300 600

HOU-21044
APRIL 6, 2026

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META PLANNING + DESIGN

NOTIFICATIONS
Advertised Commission Hearing Date: April 2, 2026
Advertised Council Hearing Dates: April 23, 2026

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Castlegate
Castlegate II
Greens Prairie Reserve
Sweetwater
Sweetwater Forest

Property owner notices mailed: 47

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: 3

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Suburban Residential, and Natural & Open Areas	Planned Development District (PDD)	Single-family Residential Development
East	Suburban Residential, and Natural & Open Areas	Restricted Suburban (RS)	Single-family Residential Development
South	Suburban Residential, Estate Residential, and Natural & Open Areas	City of College Station's Extraterritorial Jurisdiction (ETJ)	Single-family Residential Development
West	Suburban Residential, Natural & Open Areas, Parks & Greenways	Rural (R), General Suburban (GS)	Greens Prairie Rd (minor arterial) and Single-Family Residential Development

DEVELOPMENT HISTORY

Annexation: 2002
Zoning: A-O Agricultural Open Space upon annexation
A-O Agricultural Open space renamed to R Rural (2013)
Final Plat: The property is currently unplatted.

Site development: The property is currently undeveloped.

REZONING APPLICATION
SUPPORTING INFORMATION

Name of Project: WINDHAM TRACT (REZ2026-000003)

Address:

Legal Description: A007101, J BLEDSOE (ICL), TRACT 1, 227.98 ACRES, & A010100 WM CLARK

Total Acreage: 221.95

Applicant:: META PLANNING & DESIGN

Property Owner: Jerry and Patricia Windham

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The tract is currently vacant and proposes residential development with a variety of lot widths and areas which will meet the standards outlined in the Restricted Suburban zoning district. The variation in lot sizes will allow for a range of homes at different prices points, appealing to a wider range buyers in the housing market.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

This rezoning request is in compliance with the College Station Comprehensive Plan, adopted October 14, 2021. The adopted Future Land Use and Character map calls for this vacant acreage to be Suburban Residential, which both General Suburban and Restricted Suburban zoning districts comply with, per the Future Land Use categories section within the Comprehensive Plan.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The current zoning district, Rural (R), does not allow for suburban type residential development as called for by the Future Land Use and Character map. This is a temporary zoning classification that is applied to property when it is annexed into the city limits. The Rural zoning district is intended to be rezoned when development is proposed. The current zoning is not suitable for the type of development the City of College Station intends for this area.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The proposed Restricted Suburban zoning will serve as a transition from the PDD to the north and large lot residential (within ETJ) to the south. The proposing rezoning will complement the existing Restricted Suburban to the east by adhering to the same zoning standards. General Suburban zoning exists to the west of the tract across Greens Prairie Road. Single-family residential and large lot residential (ETJ) are the immediate and adjacent uses. The proposed allowance of single-family residential and associated parkland is suitable for the zoning district requested.

Explain the suitability of the property for uses permitted by the current zoning district.

The proposed Restricted Suburban zoning will serve as a transition from the PDD to the north and large lot residential (within ETJ) to the south. The proposing rezoning will complement the existing Restricted Suburban to the east by adhering to the same zoning standards. General Suburban zoning exists to the west of the tract across Greens Prairie Road. Single-family residential and large lot residential (ETJ) are the immediate and adjacent uses. The proposed allowance of single-family residential and associated parkland is suitable for the zoning district requested.

Explain the marketability of the property for uses permitted by the current zoning district.

The frontage on Greens Prairie Road, which provides quick and direct access to William D. Fitch Parkway and Highway 6, along with the variety of lots sizes make this a marketable area for new residential development. Extensions of both minor arterial and minor collector roadways within the project, per the adopted Major Thoroughfare Plan, will improve access within the area by providing additional access points to Greens Prairie Road and Arrington Road (via Oldham Oaks and Diamondback Drive).

List any other reasons to support this zone change.

The project will bring new housing stock to College Station, proposes improve drainage in the immediate area through drainage and detention improvements within the project, will expand parks and pedestrian amenities in south College Station, and is in compliance with the Comprehensive Plan.

April 23, 2026
Item No. 9.2.
Ordinance Amendment - Shared Housing

Sponsor: Robin Macias, Land Development Review Administrator

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an Ordinance amending Appendix A, Unified Development Ordinance, Article 11 “Definitions” Section 11.2 “Defined Terms” and Article 6 “Use Regulations” Section 6.3.C “Use Table” of the Code of Ordinances of the City of College Station, Texas, by amending certain sections related to shared housing.

Relationship to Strategic Goals:

- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of the proposed Unified Development Ordinance amendment. This item was heard at the April 2, 2026 Planning and Zoning Commission meeting, where it was recommended for approval (6-0).

Summary: Senate Bill 1567 (SB 1567), which took effect September 1, 2025, prohibits Texas cities from regulating how many people may live in a home based on their relation to one another. With the passing of SB 1567, the City can no longer regulate a shared housing use based on the current definition. An ordinance amendment was brought forward in September 2025 to amend the use table found in Section 6.3 of the UDO by removing shared housing from being permitted in some zoning districts.

This item was heard at the November 23, 2025 City Council meeting, where staff presented several different options to modify the definition of shared housing. Council directed staff to move forward with defining shared housing as a congregate living facility.

This proposed Unified Development Ordinance amendment proposes changes to the definition of shared housing in Section 11.2 of the UDO to define shared housing as a congregate living facility and the use table in Section 6.3 of the UDO to designate what zoning districts the shared housing use is permitted.

Budget & Financial Summary:

Attachments:
1. Shared Housing Ordinance
2. UDO Section 11.2 Defined Terms redlines
3. UDO Section 6.3 Types of Use redlines

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 11 "DEFINITIONS," SECTION 11.2 "DEFINED TERMS," AND ARTICLE 6 "USE REGULATIONS," SECTION 6.3.C, "USE TABLE" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATED TO SHARED HOUSING; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A, "Unified Development Ordinance," Article 11, "Definitions," Section 11.2, "Defined Terms," and Article 6, "Use Regulations," Section 6.3.C, "Use Table" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A" and Exhibit "B"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

That Appendix A, "Unified Development Ordinance," Article 11, "Definitions," Section 11.2, "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending the definition of "Shared Housing" to read as follows:

"Shared Housing: A residential structure, known as a congregate living facility, as defined by the International Building Code (IBC). 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, such as:

(1) A residential structure containing more than four (4) bedrooms generally of a similar size 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 Building Code (IBC) definition of habitable space;

(2) A residential structure containing a similar bedroom-to-bathroom parity in excess of four (4);

(3) A residential structure 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 structure 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 structure 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 structure is located contains a parking area that will allow parking in excess of four (4) vehicles."

Exhibit B

That Appendix A, "Unified Development Ordinance," Article 6, "Use Regulations," Section 6.3.C, "Use Table," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

"C. **Use Table.**

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

1. **Permitted Uses.**

   A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. **Permitted Uses Subject to Specific Standards.**

   A "P*" indicates a use that will be permitted, provided that the use meets the provisions in the Specific Use Standards Section below. Such uses are also subject to all other applicable regulations of this UDO.

3. **Conditional Uses.**

   A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in the Specific Use Standards Section below. Conditional uses are subject to all other applicable regulations of this UDO.

USE TABLE																																			
Specific Uses	**R**	**WE**	**E**	**WRS**	**RS**	**GS**	**T ****	**D ****	**MH**	**MF ****	**MU ****	**MHP ****	**P-MUD ****	**O**	**SC ****	**WC**	**GC**	**CI**	**BP ****	**BPI**	**CU**	**NAP**	**R-1B**	**R-4 ****	**R-6 ****	**C-3 ****	**M-1**	**M-2**	**R&D ****	**WPC ****	**NG-1 ****	**NG-2 ****	**NG-3 ****
KEY: P= Permitted by Right, **P***= Permitted Subject to Specific Use Standards **C**= Conditional Use, ******= District with Supplemental Standards (refer to Article 5) ******* Commercial, Office, and Retail Uses in MH Middle Housing are allowed in Live-Work Units Only																																			
Assisted Living/Residential Care Facility														P	P		P																		
Boarding and Rooming House										P			P											P	P									P
Courtyard House									P*																										
Dormitory										P	P		P											P	P							P	P	
Duplex								P	P				P											P	P										
Extended Care Facility/Convalescent/Nursing Home										P			P		P		P	P						P	P					P				
Fraternity/Sorority										P														P	P						P		P	P
Manufactured Home	P*		P*									P*																						

Mixed-Use Structure										P	P		P																	P	P	P	P
Multi-Family										P	P		P												P	P					C (a)	P	P	P
Multi-Family built prior to January 2002										P	P														P	P					P	P	P	P
Multiplex, Medium									P	P																							
Multiplex, Small									P	P																							
Shared Housing									P	P	P		P												P	P					P	P	P	P
Single-Family Detached	P	P	P	P	P	P	P	P	P				P											P									
Single-Unit Dwelling										P																							
Split-Lot Duplex								P	P																								
Townhouse							P		P	P			P												P	P							P
Two-Unit Dwelling										P																							
Live-Work Unit									P *					P *	P *																		
Educational Facility, College and University																					P												

Educational Facility, Indoor Instruction									P	P	P		P	P	P	P	P	P								P				P	P	P	P
Educational Facility, Outdoor Instruction	P	C	C										P			P	P	P															
Educational Facility, Primary and Secondary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P
Educational Facility, Tutoring									P	P	P		P	P	P	P	P	P												P	P	P	P
Educational Facility, Vocational/Trade													P	P			P	P	P	P							P	P					
Governmental Facilities	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P*	P*	P	P	P	P	P		P*	P*	P*	P	P	P	P	P	P	P	P*
Health Care, Hospitals																	P	P															
Health Care, Medical Clinics										P	P			P	P	P	P	P								P					P	P	
Parks	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P
Places of Worship	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P	P*	P	P	P	P	P		P*	P*	P*	P	P	P	P	P	P	P	P
Agricultural Use, Barn or	P	P	P																													

Stable for Private Stock																															
Agricultural Use, Farm or Pasturage	P	P	P																												
Agricultural Use, Farm Product Processing	P																														
Animal Care Facility, Indoor										P	P		P	P	P	P	P	P								P			P	P	P	
Animal Care Facility, Outdoor	P *																P														
Art Studio/Gallery									P (c)	P	P		P	P	P	P	P									P			P	P	P	P
Car Wash																	P *														
Commercial Garden, Greenhouse, or Landscape Maintenance	P *																P *	P *	P *	P *							P *				
Commercial Amusement										P	P		P		C	C	P *	P *								C			P	P	P	
Conference/ Convention Center										P	P		P				P	P											P	P	P	

Country Club	P	P	P	P	P	P							P				P	P					P									
Day Care, Commercial									P (c)	P	P	C	P	P	P	P	P								C	C	P					P	P	P
Drive-In/Thru															P*		P													C		P*	
Dry Cleaners and Laundry										P	P		P*	P*	P	P*	P	P									P*				P*	P*	P*	P*
Fraternal Lodge													P				P	P													P	P	P
Fuel Sales													P*				P*										P*		P				
Funeral Home																	P	P	P										P				
Golf Course or Driving Range	P*												P*				P*	P*															
Health Club/Sports Facility, Indoor										P	P		P		P	P	P	P									P				P	P	P	P
Health Club/Sports Facility, Outdoor										P	P*		P				P	P													P	P*	P	
Hotel	C (b)									P	P		P		P		P													P	P	P	

Mobile Food Court										C	C		C				C												C	C	C	
Night Club, Bar, or Tavern										C	C		C				C												C	C	C	
Office									P (c)	P	P		P	P	P	P	P	P	P	P						P	P	P	P	P	P	P	P
Parking as a Primary Use											P		P	C			P	P											P		P*	
Personal Service Shop									P (c)	P	P		P	P	P	P	P									P				P	P	P	P
Printing/Copy Shop										P	P		P	P	P	P	P	P	P	P						P				P	P	P	
Radio/TV Station/ Studio										P	P		P	P			P	P	P	P						P	P	P				P*	
Recreational Vehicle Park	C																C																
Restaurant										P	P		P		P*	P*	P									P*				P	P	P	P*
Retail Sales - Single Tenant over 50,000 SF											P						P														P	
Retail Sales and Service									P (c)	P	P		P		P*	P*	P*	P*								P				P	P	P	P

Retail Sales and Service - Alcohol											C		P				P*	P*								P				C	P	P	
Sexually Oriented Business	P*	P*	P*	P*	P*	P*	P*	P*		P*	P*	P*	P*	P*			P*	P*	P*	P*	P*		P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
Shooting Range, Indoor													P				P	P		P										P			
Theater										P	P		P				P												P	P	P	P
Retail Sales, Manufactured Homes																				P								P*				
Storage, Self Service															P*	P*	P	P		P						P*		P				
Vehicular Sales, Rental, Repair, and Service																	P*	P*		P								P*				
Wholesales/ Services																	P*	P*	P	P							P	P				
Storage Tank/Cold Storage Plant																		P		P								P				
Micro-Industrial																	P*	P*		P										P*	P*	
Industrial, Light																		P	P	P							P	P	P				
Industrial, Heavy																				P								P				

| | | |

Facilities - Major																															
Wireless Telecommunication Facilities - Unregulated	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P		P	P	P

Notes:

(a) Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

(b) Hotels are only allowed when accessory to a country club development and are limited to a maximum of fifteen (15) rooms.

(c) Permitted in live-work units only."

Sec. 11.2. Defined Terms.

Shared Housing: A residential structure, known as a congregate living facility as defined by the International Building Code (IBC).~~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~~structure containing more than four (4) bedrooms generally of a similar size 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~~ Building Code (~~IRC~~IBC) definition of habitable space, as adopted;

(2) A residential structure~~dwelling unit~~ containing a similar bedroom-to-bathroom parity in excess of four (4);

(3) A residential structure~~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 structure~~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~~structure 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 structure~~dwelling unit~~ is located contains a parking area that will allow parking in excess of four (4) vehicles.

Shared Primary Entrance: A common front/primary entry to the interior of a structure through which all occupants enter. Separate dwelling units in the structure take access off a shared internal corridor.

Shopping Center: A building plot developed or ultimately to be developed with two (2) or more stores, shops, or commercial enterprises which has shared parking facilities or access.

Shooting Range: A facility to be utilized for discharging firearms for purpose of testing the firearm or ammunition, developing or enhancing shooter skills for recreation or other need, which is organized and equipped for the safety of persons utilizing the facility and the general public.

Shrub: A woody perennial plant differing from a perennial herb by its woodier stem and from a tree by its low stature and habit of branching from the base.

Sign: Any written or graphic representation, decoration, form, emblem, trademark, flag, banner, or other feature or device of a similar character that is used for the communication of commercial information, or communication of ideas or subjects of political significance.

Sign, Apartment/Condominium/Manufactured Home Park Identification: An attached sign or a freestanding monument sign with permanent foundation or moorings, designed for identification of a multi-family residential project or a manufactured home park project, and where adequate provision is made for permanent maintenance.

Sec. 6.3. Types of Use.

A. Uses of land or structures which are not expressly listed in the Use Table as permitted uses (P), permitted uses subject to specific use standards (P*), or conditional uses (C) in a zoning district or planned development are prohibited uses and shall not be established in that district or planned development.

B. The Administrator shall determine whether or not an unlisted use, that is otherwise prohibited, as stated above should be processed. In doing so, the Administrator shall utilize purpose statements adopted herein in conjunction with the applicable zoning district, and consideration of the following criteria:

1. The actual or anticipated characteristics of the activity based on known characteristics of similar projects in standard planning practice;
2. The relative amount of site area, floor space, and equipment;
3. Relative volumes of sales from each activity;
4. The customer type for each activity;
5. The relative number of employees in each activity;
6. Hours of operation;
7. Building and site arrangement;
8. Vehicles used with the activity and the relative number of vehicle trips generated by the use; and
9. How the use advertises itself.

C. **Use Table.**

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

1. **Permitted Uses.**

   A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. **Permitted Uses Subject to Specific Standards.**

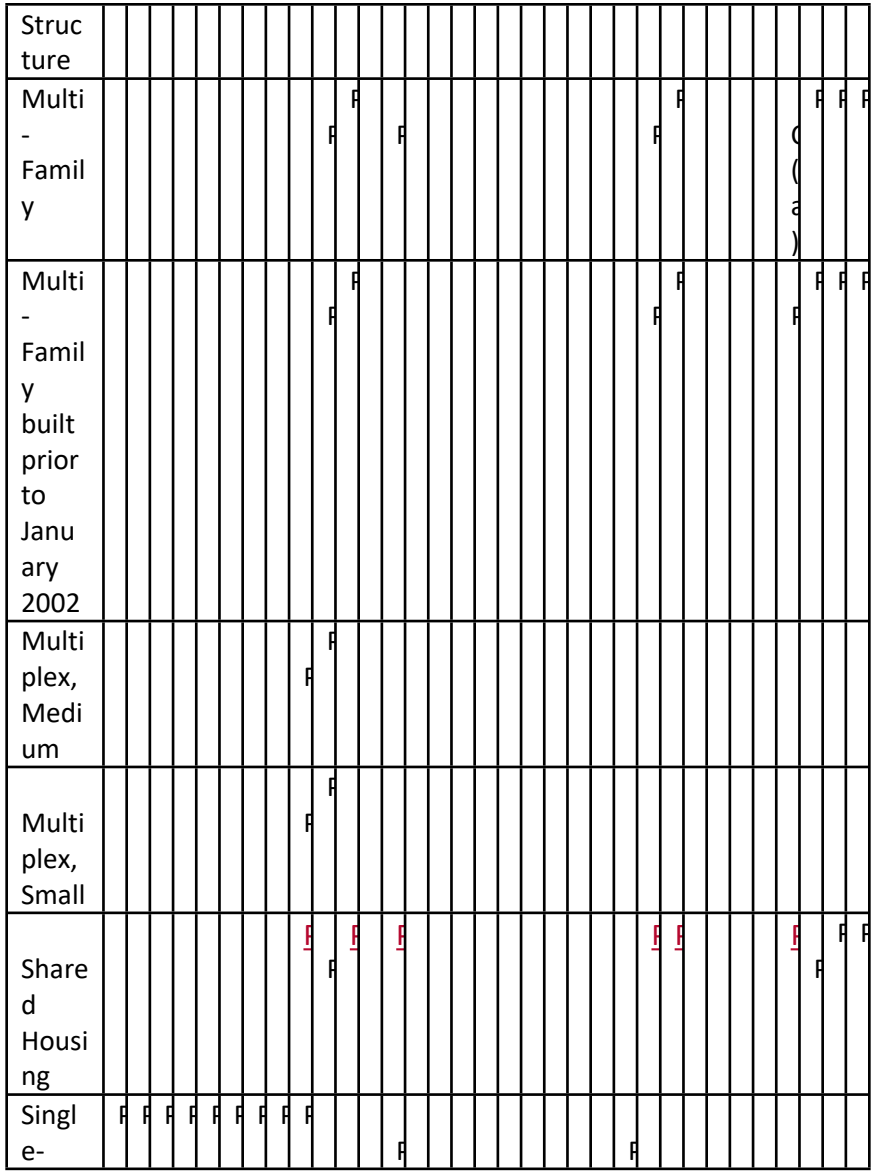
   A "P*" indicates a use that will be permitted, provided that the use meets the provisions in the Specific Use Standards Section below. Such uses are also subject to all other applicable regulations of this UDO.

3. **Conditional Uses.**

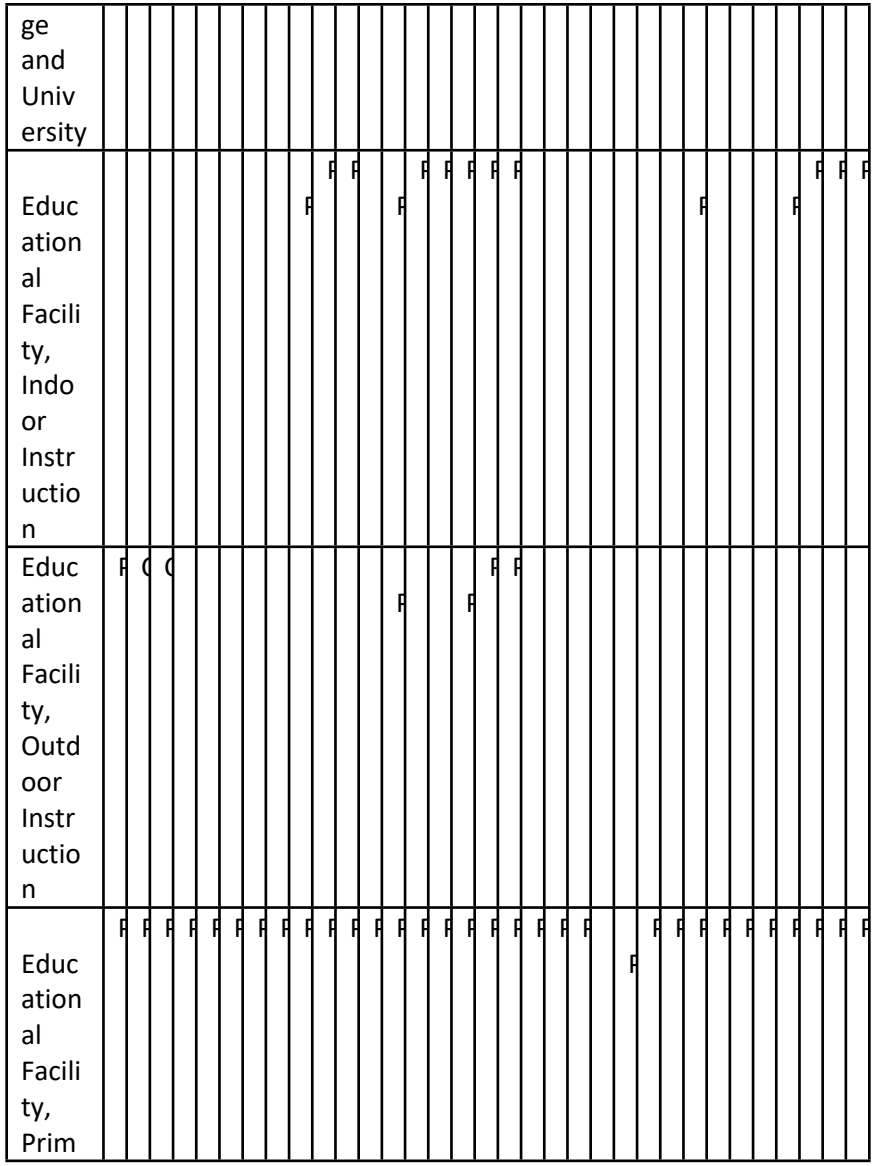
   A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in the Specific Use Standards Section below. Conditional uses are subject to all other applicable regulations of this UDO.

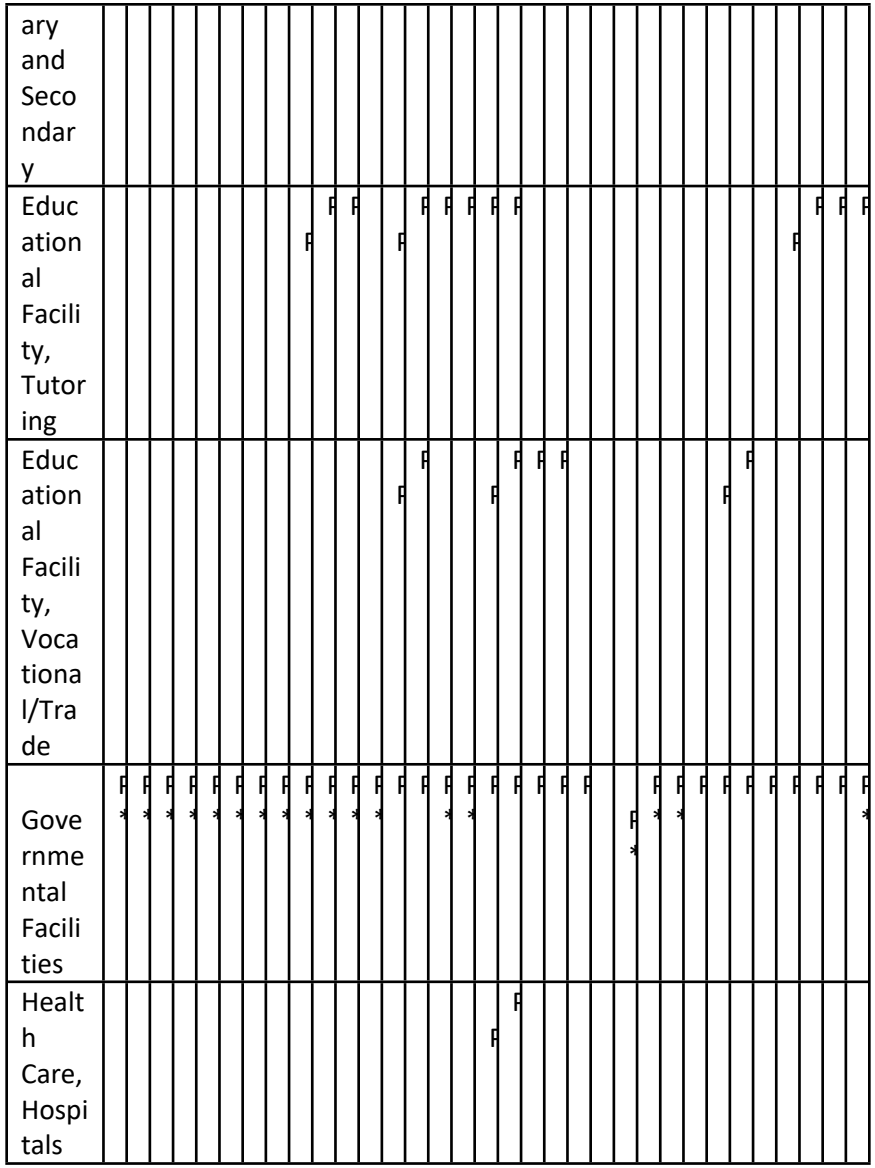
USE TABLE																																		
Specific Uses																																			
KEY: P= Permitted by Right, **P***= Permitted Subject to Specific Use Standards **C**= Conditional Use, ****= District with Supplemental Standards (refer to Article 5) ***** Commercial, Office, and Retail Uses in MH Middle Housing are allowed in Live-Work Units Only																																		
Assisted Living/Residential Care Facility														P	P		P																	
Boarding and Rooming House									P			P											P	P									P	
Courtyard House								P*																										

Dormitory										P	P		P											P	P					P	P
Duplex								P	P				P										P	P							
Extended Care Facility/Convalescent/Nursing Home										P			P		P		P	P					P	P				P			
Fraternity/Sorority										P													P	P				P	P	P	
Manufactured Home	P*		P*									P*																			
Mixed-Use										P	P		P															P	P	P	


Structure
Multi-Family
Multi-Family built prior to January 2002
Multiplex, Medium
Multiplex, Small
Shared Housing
Single-

Family Detached																													
Single-Unit Dwelling									P																				
Split-Lot Duplex								P		P																			
Townhouse							P		P		P			P							P	P							P
Two-Unit Dwelling									P																				
Live-Work Unit								P *				P *		P *															
Educational Facility, Colle																			P										

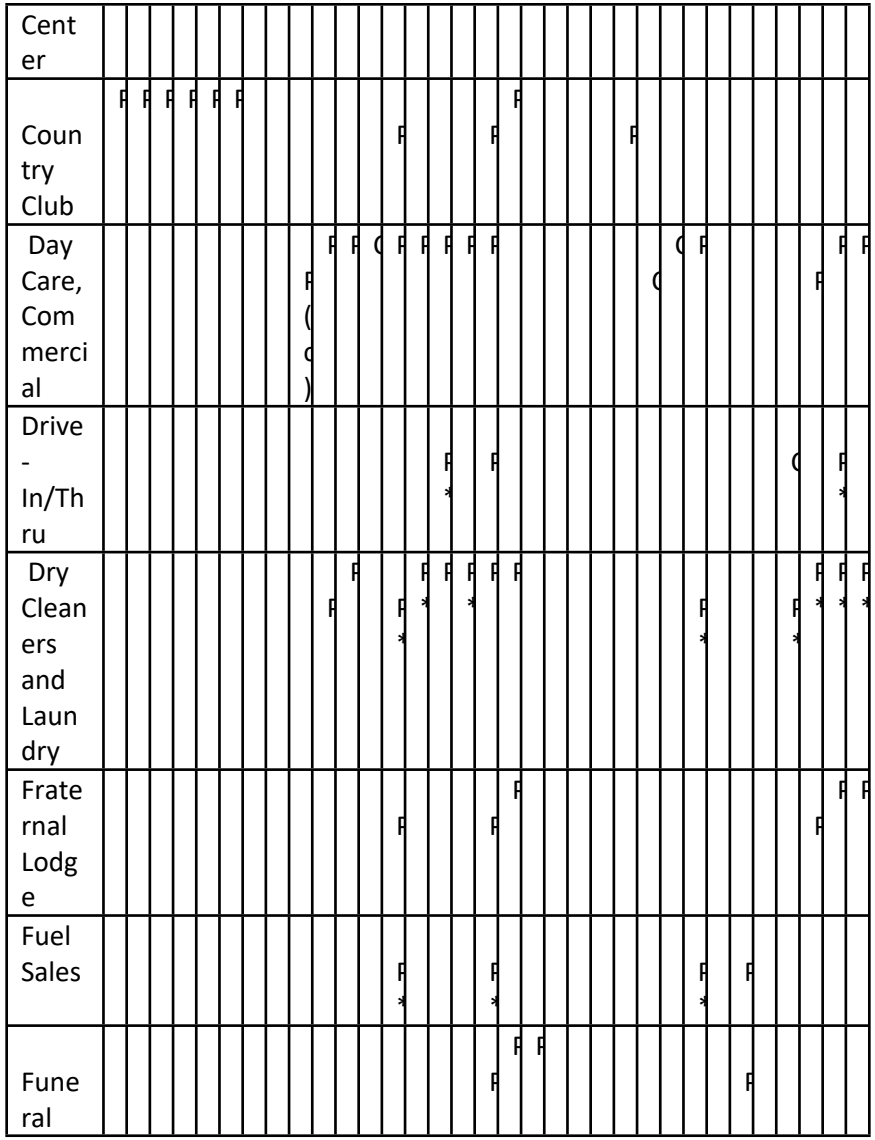

ge and University
Educational Facility, Indoor Instruction
Educational Facility, Outdoor Instruction
Educational Facility, Prim

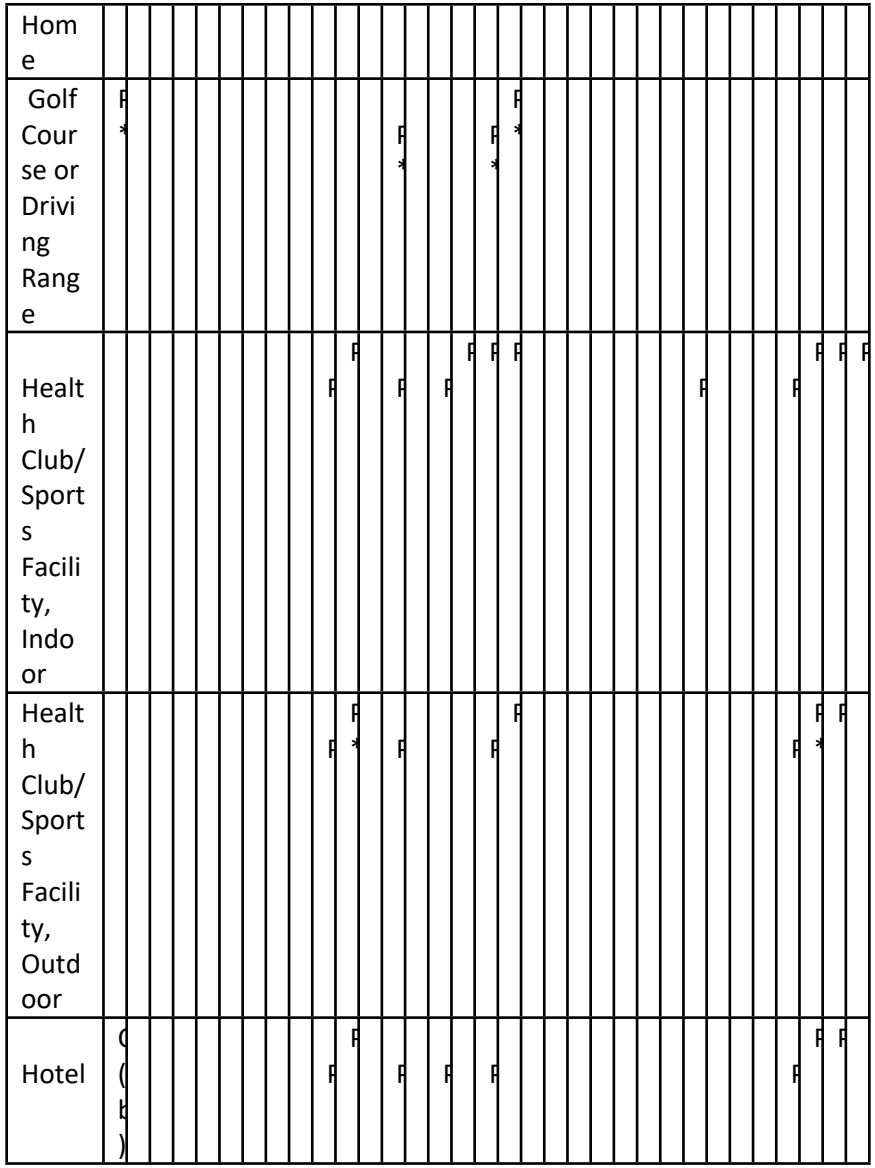

ary and Secondary
Educational Facility, Tutoring
Educational Facility, Vocational/Trade
Governmental Facilities
Health Care, Hospitals

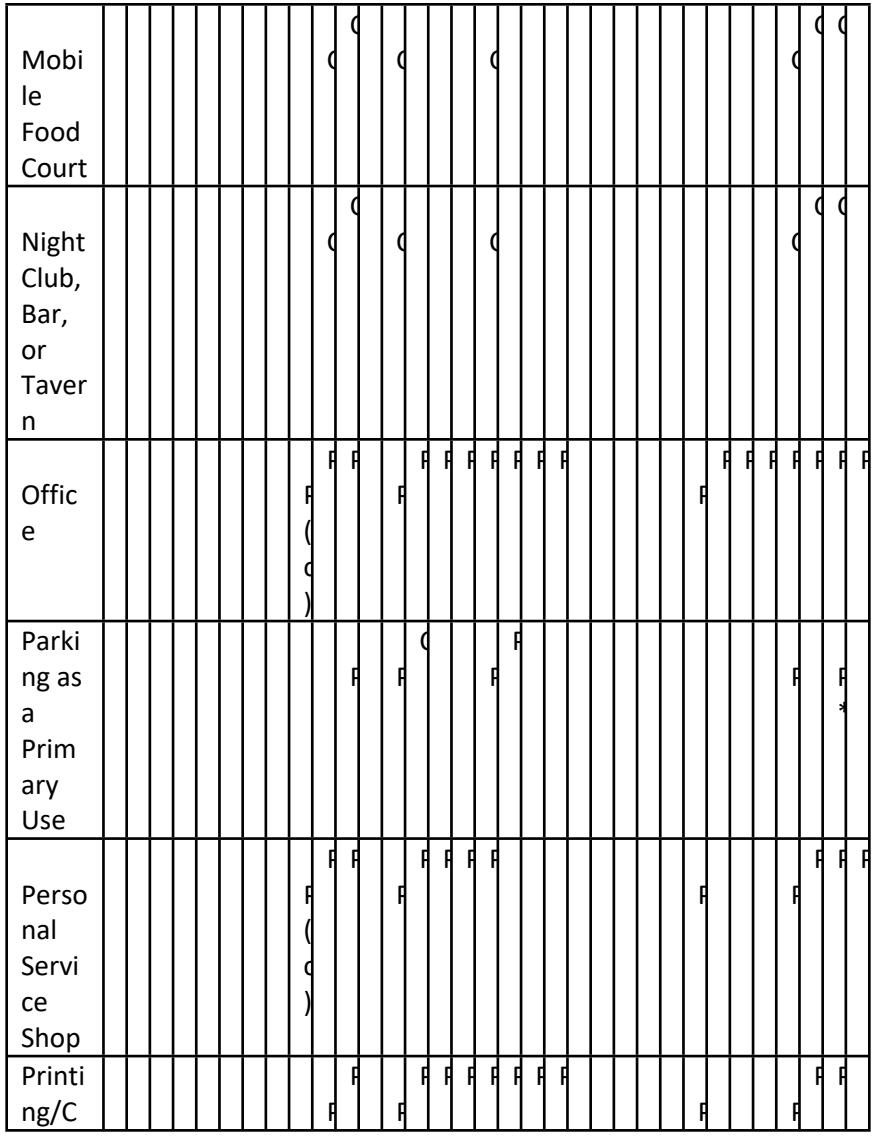
| | | |

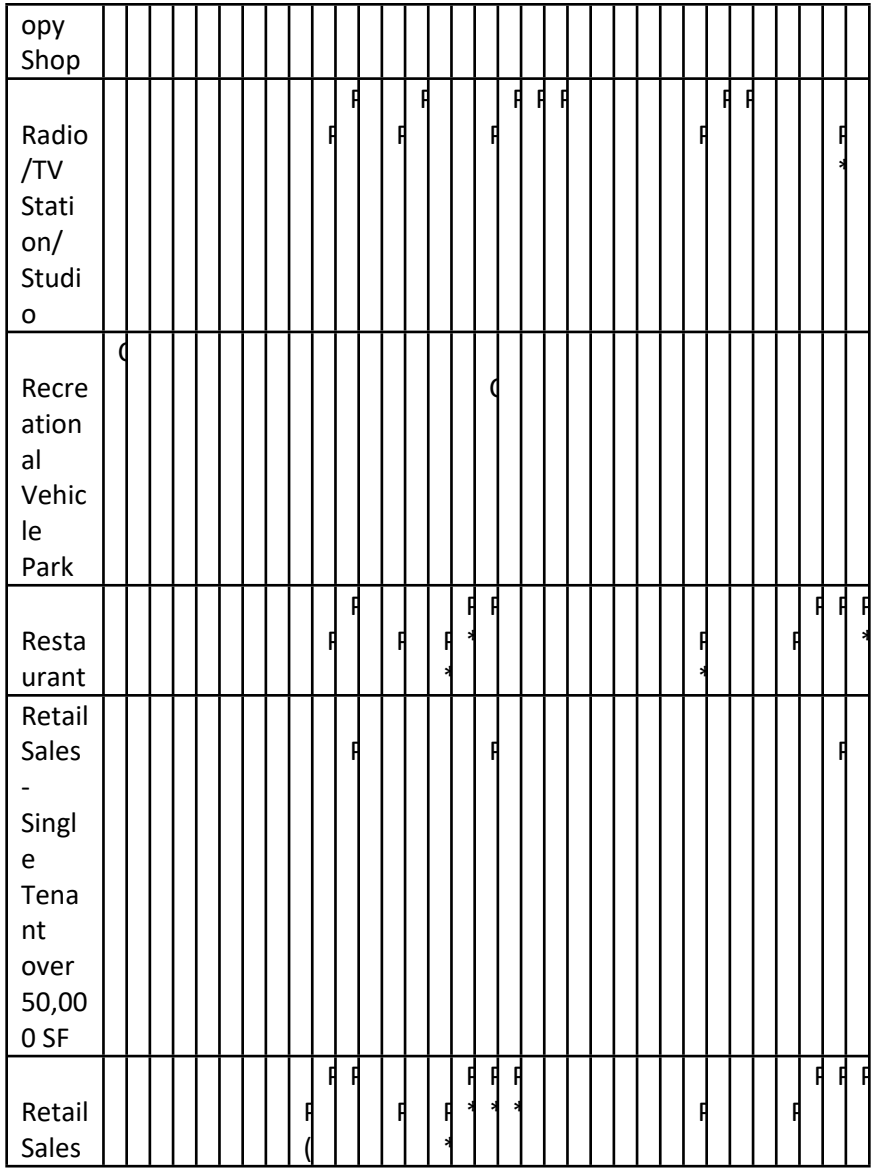
Pastu rage																													
Agric ultur al Use, Farm Prod uct Proce ssing	P																												
Anim al Care Facili ty, Indo or										P	P		P		P	P	P	P	P	P						P		P	P	P
Anim al Care Facili ty, Outd oor	P *																		P											
Art Studi o/Gal lery									P (		P	P		P		P	P	P	P	P						P		P	P	P

								C)																					
Car Wash															P *														
Commercial Garden, Greenhouse, or Landscape Maintenance	P *														P *	P *	P *	P *						P *					
Commercial Amusement									P	P		P		C	C	P *	P *						C			P	P	P	
Conference/Convention									P	P		P			P	P										P	P	P	


Center
Country Club
Day Care, Commercial
Drive-In/Thru
Dry Cleaners and Laundry
Fraternal Lodge
Fuel Sales
Funeral


Home
Golf Course or Driving Range
Health Club/ Sports Facility, Indoor
Health Club/ Sports Facility, Outdoor
Hotel

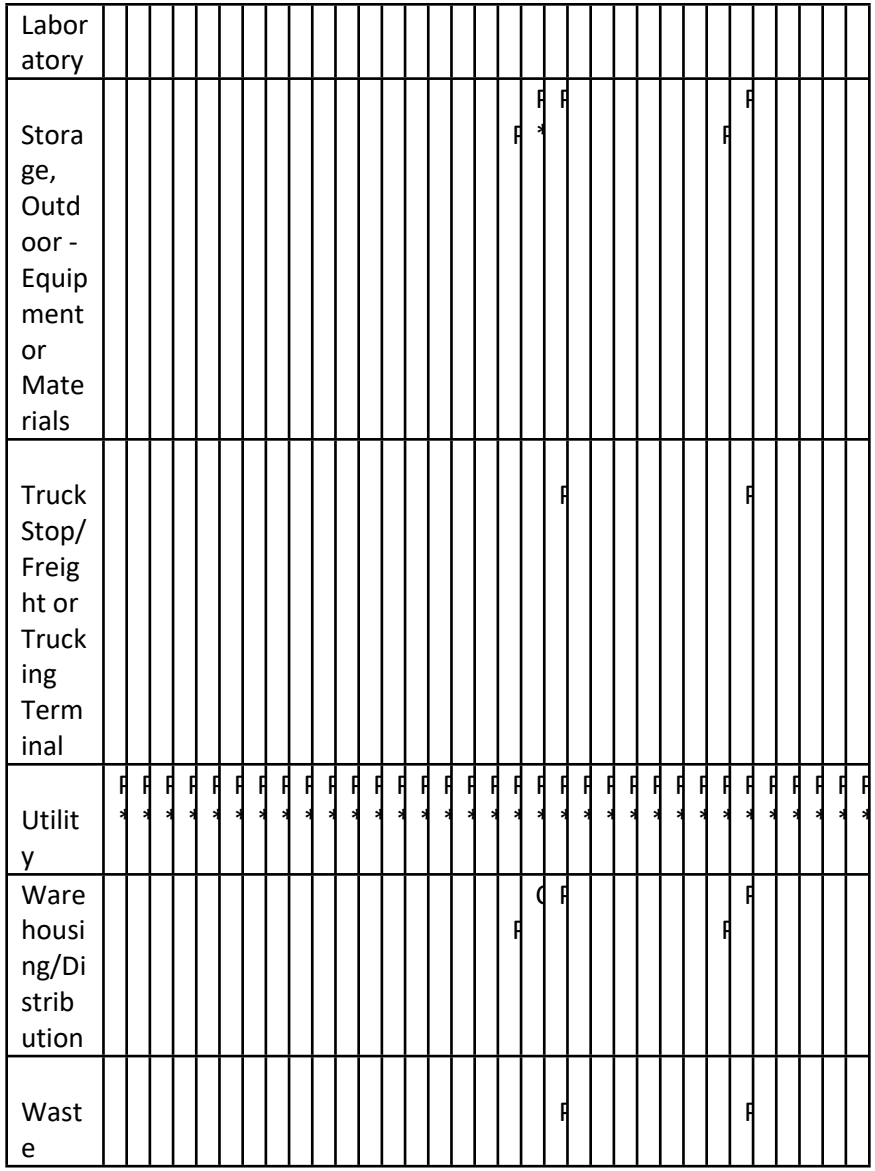

Mobile Food Court
Night Club, Bar, or Tavern
Office
Parking as a Primary Use
Personal Service Shop
Printing/C

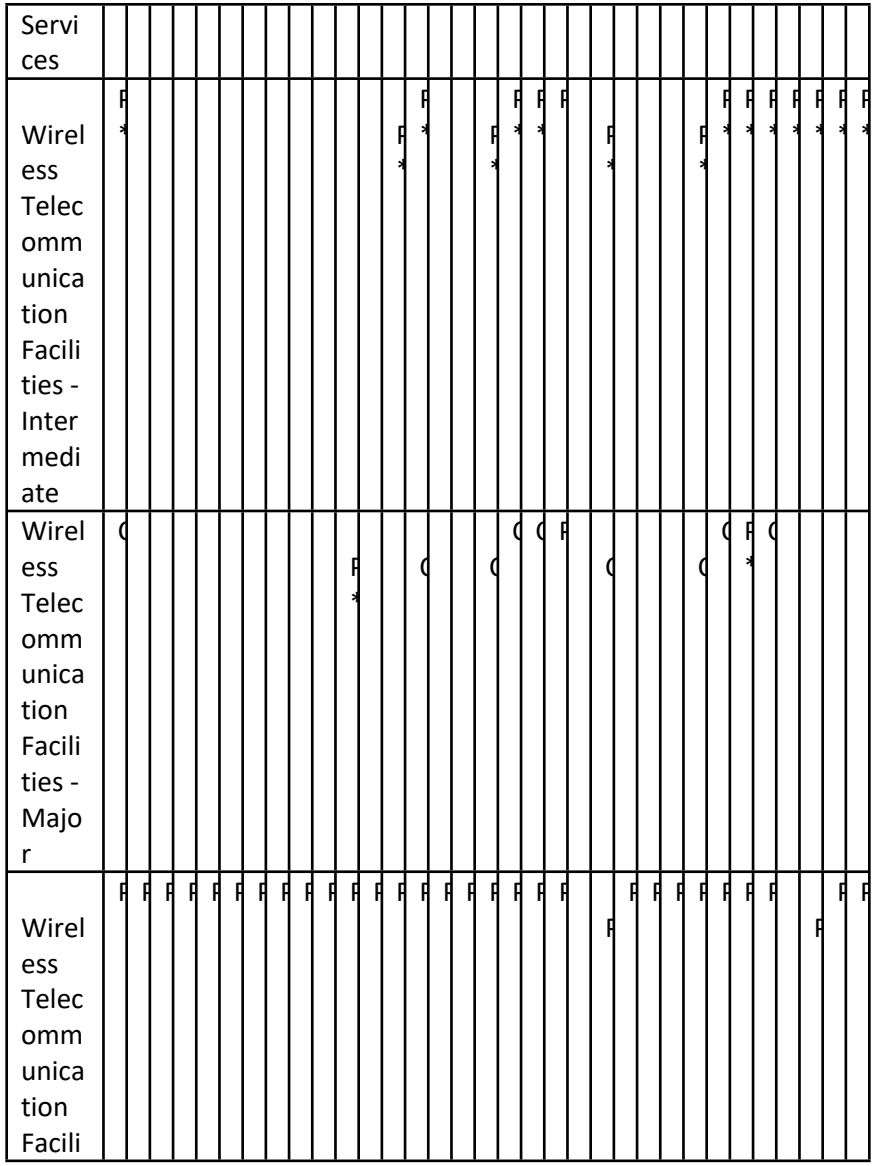

opy Shop
Radio /TV Stati on/ Studi o
Recre ation al Vehic le Park
Resta urant
Retail Sales - Singl e Tena nt over 50,00 0 SF
Retail Sales

and Service								C)																						
Retail Sales and Service - Alcohol										C		P				P*	P*						P				C	P	P	
Sexually Oriented Business	P*	P*	P*	P*	P*	P*	P*	P*		P*	P*	P*	P*	P*			P*	P*	P*	P*	P*		P*	P*	P*	P*	P*	P*	P*	P*	P*
Shooting Range, Indoor												P				P	P		P								P			
Theater									P	P		P				P											P	P	P	P
Retail Sales, Manufactured																			P						P*					

Homes																														
Storage, Self Service														P*	P*	P*	P*		P					P*		P				
Vehicular Sales, Rental, Repair, and Service															P*	P*		P							P*				
Wholesales/Services															P*	P*	P	P						P	P				
Storage Tank/Cold Storage Plant																P		P							P				

| | | |


Laboratory
Storage, Outdoor - Equipment or Materials
Truck Stop/ Freight or Trucking Terminal
Utility
Warehousing/Distribution
Waste


Services
Wireless Telecommunication Facilities - Intermediate
Wireless Telecommunication Facilities - Major
Wireless Telecommunication Facili

ties - Unregulated																																	

Notes:

(a) Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

(b) Hotels are only allowed when accessory to a country club development and are limited to a maximum of fifteen (15) rooms.

(c) Permitted in live-work units only.

(Ord. No. 2023-4453, Pt. 1(Exh. A), 8-10-2023; Ord. No. 2023-4468, Pt. 1(Exh. D), 9-14-2023; Ord. No. 2023-4478, Pt. 1(Exh. A), 10-26-2023; Ord. No. 2024-4557, Pt. 1(Exh. D), 10-24-2024; Ord. No. 2025-4620, Pt. 1(Exh. E), 9-11-2025)

April 23, 2026
Item No. 10.1.
Items of Community Interest and Council Calendar

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of April 24th thru May 18th:

April 24 - CDBG Meeting
April 24 - 2026 Brazos Valley Operation Safe Shield Benefit
April 25 - Starlight Music Series
April 28 - Council Budget and Finance Committee Meeting
April 28 - Seminar Supper: Understanding Public Safety Through Criminal Intelligence
April 30 - Launch Party | Celebrate the Expansion of Community Impact Bryan | College Station
May 1 - Brazos County Regional Mobility Authority Board Meeting
May 2 - Brazos Valley Symphony Society - Derby Day 2026
May 2 - Savannah Bananas vs Texas Tailgaters
May 4 - Historic Preservation Committee Meeting
May 5 - Community Foundation of Brazos Valley Tribute Luncheon - Honoring Frank Ashley, Doris Light, Daisy and John White
May 5 - Zoning Board of Adjustments Meeting
May 6 - B/CS MPO Policy Board Meeting
May 6 - Legislative Affairs Committee Meeting
May 6 - Tourism Committee Meeting
May 7 - Planning & Zoning Commission Meeting
May 8 - Design Review Board Meeting
May 8 - Economic Development Committee Meeting | Tour of National Center for Therapeutics Manufacturing (NCTM)
May 11 - TEEX | Public Service Training Complex Ribbon-Cutting Ceremony
May 11 - Bicycle, Pedestrian and Greenway Meeting
May 12-15 - Chamber of Commerce - Washington DC Trip

May 12 - Parks Board Meeting
May 13 - 39th Annual Law Enforcement Memorial Service
May 13 - Food Truck Wednesday
May 14 - Rock Prairie Management District No. 2
May 18 - Interlocal Governmental Committee Meeting
May 18 - City Council Meeting Day (Monday)

Budget & Financial Summary: None.

Attachments:
None

April 23, 2026
Item No. 11.1.
Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:
None